AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
June 17, 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-44993** Recognition of the Hidalgo County WIC Program being selected as one of 25 community agencies and medical facilities in the U.S., Canada, Mexico, India and Brazil to receive the 2014 Community Care Award from the International Board of Certified Lactation Consultant Examiners (IBCLCE) and International Lactation Consultant Association (IBLCA)

B. **AI-45055** Approval of Proclamation in support of Region One ESC My Brother's Keeper - Building Ladders of Opportunity Initiative.

C. **AI-45061** 1. Presentation by contracted architect, ERO Architects for acceptance and approval by the Hidalgo County Commissioners Court of the Schematic Design for the New Hidalgo County Courthouse

2. Discussion and possible action regarding the next steps for the New Hidalgo County Courthouse

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-44939** Approval to accept check from Travelers Insurance Company in the amount of $9,392.32 for reimbursement of amount exceeding SIR in connection with the claim of Francisco De Luna and Elizabeth Diaz, Case 7:10-cv-00268.

D. **AI-45026** Approval to accept settlement check from Endeavor General Agency, LLC in the amount of $13,741.82 to settle auto accident with County vehicle. (Sheriff Office)

E. **AI-45071** Discussion, consideration and action on re-scheduling the court meeting of Tuesday, July 1, 2014

8. **Constables:**

A. **AI-45048** Constable Pct. 3

Approval of appropriation of the 2011 Operation Stonegarden Supplemental Grant Funds for the Constable Precinct 3 Department in the total amount of $66,413.00

B. **AI-45067** Constable Pct. 4
1. Authorization and approval to purchase through the State of Texas Surplus Property Program under Chapter 2175.001 of the Texas Government Code and Sec. 262.024 (9) c. for: Two (2) 2011 Ford Crown Victoria's police interceptor model vehicles and equipment (light bars, stalker radars, deck lights and center consoles) for the total amount of $15,040.00.
2. Authorization for Purchasing Department to process a requisition and issue a purchase order and County Treasurer's to cut a check made payable to: Texas Department of Public Safety after completion of County Auditor's review procedures.

C. **AI-45018** CONSTABLE PCT 4 US TREASURY (1259):
1. Approval of certification of revenues, as certified by the County Auditor, for the confiscation of narcotic funds awarded and received from the U.S. Department of Homeland Security Office.
2. Approval of 2014 appropriation of funds for Constable Precinct 4 - US TREASURY (1259) in the amount of $38,981.04.

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

A. **AI-44935** Elections Department (1100):
1. Discussion, consideration and approval to extend the following eight (8) temporary full time positions through the end of the year 2014. Effective 07/01/2014 through 12/30/2014:

Slot #	*Position Title*	*Dept No.*	*Proposed Budget Salary*
T-157	Elections Clerk	130-001	$9,560.00/yr
T-158	Elections Clerk	130-001	$9,560.00/yr
T-159	Elections Clerk	130-001	$9,560.00/yr
T-160	Elections Clerk	130-001	$9,560.00/yr
T-161	Elections Clerk	130-001	$9,560.00/yr
T-163	Elections Clerk	130-001	$9,560.00/yr
T-164	Elections Clerk	130-001	$9,560.00/yr
T-165	Elections Clerk	130-001	$9,560.00/yr

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

10. **District Attorney's Office - Roy Cazares:**

A. **AI-44796** Approval of the following expenses in accordance with Exiting Officials Expenditure Policy:

Vendor	**Amount**	**Item**	**Purpose of Expense**
Promaxima Manufacturing, LTD	$18,014.00	Weights/Treadmills/Elliptical Cross Trainer	Provide Excercise Equipment

B. **AI-44800** Approval of the following expenses in accordance with Exiting Officials Expenditure Policy:

Vendor	**Amount**	**Item**	**Purpose of Expense**
Texas Bar CLE	$695.00	Registration	2014 Advanced Criminal Law Seminar
Rene Guerra	$369.60	Mileage Reimbursement	Attend 2014 Advanced Criminal Law Seminar
Rene Guerra	$744.12	Lodging	The Westin Galleria Houston
Rene Guerra	$186.00	Meals	Attend 2014 Advanced Criminal Law Seminar-7/20/2014-7/24/2014

Total	**$1,994.72**		

11. **Sheriff's Office:**

A. **AI-45053** 1. Discussion, authorization, and approval to execute the Operation Stonegarden 2011 Supplemental Grant Sub-Recipient Interlocal Agreement from the Governor's Division of Emergency Management (Texas Department of Public Safety) between the County of Hidalgo and the City Police Departments of Hidalgo, Mission, and Pharr.

2. Sheriff Office 2011 Supplemental Operation Stonegarden Grant (1284): Approval to appropriate the following city budgets for awarded amounts pursuant to sub-recipient interlocal agreements with the County of Hidalgo for the Operation Stonegarden Grant from the Governor's Division of Emergency Management (Texas Department of Public Safety):

	City of	**Amount**
1	Hidalgo	57,388.92
2	Mission	119,576.79
3	Pharr	187,200.22
4	Texas Dept. of Public Safety (DPS) (To allocate at later date)	97,981.33
TOTAL		462,147.26

B. **AI-45068** Sheriff Office 2011 Operation Stonegarden Grant (1284):
1. Approval to appropriate the following budgets for additional awarded amounts pursuant to amended sub-recipient interlocal agreements with the County of Hidalgo for the Operation Stonegarden Grant from the Governor's Division of Emergency Management (Texas Department of Public Safety):

2. Discussion, authorization, and approval to execute amendments to the Operation Stonegarden Grant Sub-Recipient Interlocal Agreement from the Governor's Division of Emergency Management (Texas Department of Public Safety) between the County of Hidalgo and the City Police Departments of Hidalgo, Mission, Pharr, and the Texas Department of Public Safety.

	Sub-recepient	**Additional Funding**	Total Award
1	Hidalgo	57,388.92	69,252.71
2	Mission	119,576.79	221,695.22
3	Pharr	187,200.22	279,967.66
4	Texas Dept. of Public Safety	97,981.33	97,981.33
	Total	**462,147.26**	668,896.92

C. **AI-44994** 1. Authorization to accept the Grant Adjustment Notice in reference to Operation Stonegarden FY 2012 Supplemental award of $1,015,824.82 and authorization for County Judge, as authorized official, to sign (and initial) required documents.
2. Authorization to accept the extension of grant to new termination date of 8/15/14 as noted on the Grant Adjustment Notice (GAN).
3. Authorization to pay Overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues as certified by the County Auditor for the FY 2012 Operation Stonegarden Grant Supplemental.
5. Approval to appropriate the budget for Sheriff's Office portion of the FY 2012 Operation Stonegarden Grant Supplemental in the amount of $168,221.42.

D. **AI-44996** 1. Authorization and approval to accept the Grant Adjustment Notice in reference to Operation Stonegarden FY 2011 Supplemental award of $528,560.26 and authorization for County Judge, as authorized official, to sign (and initial) required documents.
2. Authorization to accept the extension of grant to new termination date of 8/15/14 as noted on the Grant Adjustment Notice (GAN).
3. Authorization to pay Overtime reimburseable under the grant terms and conditions.
4. Approval of Certification of Revenues as certified by the County Auditor of the FY 2011 Operation Stonegarden Supplemental.

E. **AI-45070** Sheriff Office 2012 Operation Stonegarden Grant (1284):
1. Approval to appropriate the following budgets for additional awarded amounts pursuant to three additional sub-recipient interlocal agreements with the County of Hidalgo for the Operation Stonegarden Grant from the Governor's Division of Emergency Management (Texas Department of Public Safety):

2. Discussion, authorization, and approval to execute the Operation Stonegarden Grant Sub-Recipient Interlocal Agreement from the Governor's Division of Emergency Management (Texas Department of Public Safety) between the County of Hidalgo and the Texas Department of Public Safety (TXDPS), Texas Parks and Wildlife (TPWD), and the Office of the Attorney General (OAG).

	Subrecepient	Amount
1	TXDPS	530,880.20
2	TPWD	292,089.60
3	OAG	24,633.60
TOTAL		847,603.40

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

A. **AI-44876** Requesting approval to submit grant application for the DSHS Community Preparedness Section Discretionary Funding Opportunity.

B. **AI-44909** Requesting approval of the following claim/invoice with authority for the County Treasurer to issue payment/check after review, audit and processing procedures are completed by County Auditor.

1. Kevin Nolting Consulting, LLC - Invoice #418 - $902.07

C. **Health Care Funding District:**

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

D. **Indigent Health Care Program:**

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

13. **Facilities Management:**

A. **AI-44588** Facilities Management:
Requesting approval to process the following invoice as a claim with authority for the County Treasurer to issue payment after review, audit, and processing procedures are completed by the County Auditor:

Vendor:	Notification #	Date:	Amount:
Department of State Health Services	2014002160	05/01/2014	62.00
		Total:	62.00

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

A. **AI-45063** Acceptance and approval of the Interlocal Cooperation Agreement between Hidalgo County and Hidalgo County Irrigation District No. 6 to improve Mile 2 North Road from Abram Road to La Homa Road to include a bridge over and across the Irrigation's main canal.

B. **AI-44979** The Urban County Program is requesting authorization to waive the CDBG Redistribution and Recapture Policy for program year 26 (2013).

C. **AI-44955** Urban County Program on behalf of Precinct No.1 is requesting approval for the purchase and installation of a water pump at the Sunset Park baseball fields from Green Thumb Landscaping LLC in the total amount of $2,495.00, utilizing FY 21 (2008) Parks, Recreational Facility funds.

D. **AI-44889** Urban County Program, on behalf of Precinct No.3, 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 Penitas Drain

E. **AI-44866** Urban County Program on behalf of the City of Alamo is requesting consideration and action to award and enter into a requirements agreement for purchase of materials with Upper Valley Materials, LLC for the purchase of Hot Mix Asphaltic Concrete and delivery service on a force account Street Improvements project in the amount of $75.00 per ton. It is estimated that 190 tons will be required for this project for a total of $14,250.00 utilizing UCP - City of Alamo Street Improvement funds FY 25 (2012).

F. **AI-44848** TheUrban County Program is requesting approval of a Budget & Program Amendment for the City of Peñitas workplans for Fiscal Years 24 & 25 (2011 & 2012). The Street Improvements projects will be cancelled and those funds will be transferred into the Parks, Recreational Facility Improvements line item for additional funding to the Peñitas Memorial Park.

G. **AI-44756** 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services.

2. Presentation of the scoring grid for the purpose of ranking by Commissioner's Court of at least three (3) professional engineering firms from the county's approved "pool" as graded and evaluated by the City of Progreso, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Years 25 & 26 (2012 & 2013) City of Progreso – Street Improvements funds.

Professional Service Firm	**Grade**	**Ranked**
Javier Hinojosa Engineering	95.67%	
MGE Civil Engineering	88.67%	
Chanin Engineering LLC	85.33%	

3. Authority to negotiate a professional engineering service contract with the highest ranked firm _____ for a Urban County Program Years 25 & 26 (2012 & 2013) City of Progreso – Street Improvements project.

H. **AI-44858** 1. Requesting approval to re-certify Proyect Azteca as a Community Housing Development Organization (CHDO) within the County of Hidalgo.

2. Requesting approval to execute the 2008/2012 HOME/CHDO contract for Proyecto Azteca

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

A. **AI-44863** 1. Appointment of the Early Voting Ballot Board for the July 1, 2014 Democratic Primary Runoff Election.
2. Appointment of the Central Counting Station for the July 1, 2014 Democratic Primary Runoff Election.

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

A. **AI-44902** Discussion/Approval of Memorandum of Understanding between Hidalgo County Head Start Program and Pharr-San Juan-Alamo (P-SJ-A)Independent School District

B. **AI-44903** Presentation for Discussion, Consideration and Approval to Enter into a Memorandum of Understanding (MOU) between Hidalgo County Head Start Program and the Community Development Corporation of Brownsville (CDCB) and Community Resource Group, Inc. (CRG)

C. **AI-44904** Presentation for Discussion, Consideration and Approval of a One Year Interlocal Agreement for the Lease of Premises between the Edcouch-Elsa Independent School District and Hidalgo County Head Start Program

D. **AI-44905** 1. Requesting Exemption from Competitive Bidding Requirements under the Texas Local Government Code 262.024(a)(4)A Professional Appraisal Services
2. Presentation of the Scoring Grid (for the Purpose of Ranking by County Commissioners) of the Firms Graded and Evaluated through the County's Approved "Pool" of Appraisal Services for the Appraisal of the Head Start Leased Land and Facilities

Total Scores	Leonel Garza, Jr & Associates	George Jaime Salazar	Professional Appraisal Services
Evaluator 1	100	75	80
Evaluator 2	93	76	78
Evaluator 3	93	75	88
Scores	286	226	246
Average	95.33	75.33	82.00
Ranking			

3. Authority to Negotiate a Professional (Appraisal Service) Contract with the No. 1 Ranked Firm of _____, for the Appraisal of the Head Start Leased Land and Facilities

17. **WIC - Norma Longoria:**

A. **AI-44877** 1. WIC Lactation Center (1292):
a. Approval to amend the WIC Contract (No.2014-045054) in the amount of $191,677.00 for the WIC Lactation Center.
b. Approval of Certification of Revenues as certified by the County Auditor for the FY2014 WIC Lactation Center.
c. Approval to create the following positions:

Slot No.	Position Title	Proposed Budgeted Salary
0001	Registered Nurse International Board Certified Lactation Consultant	$87,360.00
0002	Peer Counselor Manager	$27,996.00
0003	Peer Counselor I	$20,800.00
0004	Peer Counselor I	$20,800.00
0005	Custodian (part-time)	$8,818.00 pr yr/ $8.4788 pr hr

d. Approval of appropriation of funds in the amount of $191,677.00.
e. Approval of FY2014 WIC Lactation Center Salary Schedule.

2. Peer Counselor (1292):
a. Approval to amend the WIC BF Peer Counselor Grant (No.2014-045054) in the amount $4,400.00.
b. Approval of Certification of Revenues as certified by the County Auditor for the WIC BF Peer Counselor Grant
c. Approval of appropritation of funds in the amount of $4,400.00.

3. Lactation Services(1292):
a. Approval to amend the WIC Lactation Services Grant (No.2014-045054) in the amount $18,000.00.
b. Approval of Certification of Revenues as certified by the County Auditor for the WIC Lactation Services Grant
c. Approval of appropritation of funds in the amount of $18,000.00.

18. **Planning Department - Raul Sesin:**

A. **AI-44875** 1. Reimbursement of Financial Guarantee
a. Sendero Trails Ph. I Subdivision – Pct. 4 (Megaware Corp.)
b. A & V Subdivision – Pct. 4 (Aldo Quintanilla)

2. Discussion and possible action of accepting participation from JGF Enterprises, L.P. (Gary Frisby) for road construction of Cesar Chavez Rd (North of Ramseyer Rd to East of proposed subdivision site).

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

A. **AI-44850** Right of Way:
Authorization to proceed with Condemnation Proceedings on Alberta Drain Project Parcel 8- Idalia I. Ruiz

B. **AI-45011** Discussion and action to approve First Amendment between the County of Hidalgo,the Edinburg Consolidated Independent School District, City of McAllen and Hidalgo County Drainage District No.1; regarding Mile 17 1/2 Road Project

C. **AI-44960** Pct. #4- Emergency Service Facility (1301):
1. Approval of Certification of Revenues as certified by the County Auditor for the Emergency Service Facility Project in Linn San Manuel.

2. Approval of 2014 appropriation of funds for the Emergency Service Facility Project in the amount of $250,000.00.

D. **AI-45032** Approval of Supplemental Agreement No. 1 to Master Multiple Use Agreement between the State of Texas and Hidalgo County for the Linn-San Manuel Beautification Project (US 281 to SH 186)

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

A. **AI-44864** Requesting approval to pay annual service fee to Regional Organized Crime Information (ROCIC) in the amount of $150.00 (requisition#258084) for the Hidalgo County HIDTA Task Force, with the authority for the County Treasurer to issue a check after review, audit, and processing procedures are completed by the County Auditor.

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

A. **AI-44754** Sanitation Program
1. Consideration, discussion and approval to develop and implement one or more of the following Sanitation Program Models:

A. Exclusive Service Agreement
B. Non-exclusive Service Agreement(s).
C. Permit User Fee

2. Approval of resolution to implement service agreement(s), if applicable.
3. Approval of order to access permit user fee, if applicable.

22. **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-45041** Presentation of the bids received for the purpose of awarding (Primary & Secondary contracts) to the responsible vendors submitting the lowest and best bids for: Bulk Fuel On-Off Highway Diesel Fuel Products:

   Primary bid award and contract _____;

   Secondary bid award and contract _____.

2. **AI-44784** a. Presentation of scoring grid for the purposes of ranking by Commissioner's Court, the responses received in connection with the Request for Proposals for: Hidalgo County - "Financial Advisory Services";

FIRM NAME	AVERAGE SCORE	RANKED
FIRST SOUTHWEST	89.83	
ESTRADA HINOJOSA	90.33	

   b. Requesting authority for Purchasing Department to proceed to negotiate a letter of engagement - agreement with the number one ranked firm of _____for the provision of financial advisory and related service for Hidalgo County.

3. **AI-44570** A. Requesting approval of clarification/correction of AI#36906 (CC 3/20/13) as the term of agreement was erroneously captioned as one (1) year, clarify document to reflect the correct term as stated (i.e. through the life term of the existing equipment in place) for monitoring services for the County owned building located at 9805 N. 10th St., McAllen, TX, with ASG Security, paragraph 2C, including the continuation of services through the life term of the monitoring equipment in place by user department.

   B. Approval to modify current approved agreement with ASG Security for monitoring services for the County Owned building located at 9805 N. 10th St., McAllen, TX to include Open and Close log services for a monthly amount of $5.00 for a new monthly total amount of $33.95.

   C. Acceptance and approval to process ASG Security invoices(attached) for services from the month of March thru May.

4. **AI-44893** a. Presentation of the scoring grid from the Evaluation Committee for the proposals received and graded for the purpose of ranking by Commissioner's Court in connection to the County's RFP for: "Real Estate Broker Services"-RFP No.: 2014-132-05-28CGA);

PARTICIPANT'S NAME	AVERAGE SCORE	RANKED
W-M Keller Williams Realtors	80	
CBRE INC.	94	

b. Requesting authority for Purchasing Department to commence negotiations with the number one (1) ranked broker: _____.

5. **AI-44642** Award of bid and contract to the responsible vendor submitting the the lowest and best bid (as detailed in tabulation sheet contained herein) and meeting all specifications and/or requirements for titled: Hidalgo County-Custodial Services for New Administration Building, fka, K-mart Bldg, located at 2812 S. Bus. Hwy. 281, Edinburg, TX" through project No.: 2014-049-03-26-SGS.

B. Pct. 1

1. **AI-44872** Acceptance and approval of a Professional Appraisal Service Agreement #C-14-264-06-17 with Leonel Garza, Jr. & Associates, LLC for the provision of "Appraisal Services" (on call-on an as needed basis) for projects located with Hidalgo County Precinct No. 1 and (as selected through County's protocol from the "POOL" of Appraisers by CC on 05/27/14).

C. Pct. 2

1. **AI-44933** Approval of the following requisitions listed for operating expenditures exceeding $7,500:

Program	Requisition No.	Vendor	Amount	Item
Pct 2 Whalen Rd Project	258204	Rio Valley Pipe	$10,978.80	Culverts for Road Project
Pct 2 Whalen Rd Project	258217	Martin Marietta Materials	$12,474.00	Caliche for Road Project
Pct 2 Moore Rd Project	257971	Frontera Materials	$27,956.00	Asphalt for Road Project
Pct 2 Whalen Rd Project	258267	Frontera Materials	$112,868.00	Asphalt for Road Project

2. **AI-44896** Approval of the following invoices listed for previously approved purchase orders for operating expenditures exceeding $7,500.00:

Invoice No	**Vendor**	**Amount**
B394831-IN	Arguindegui Oil CO II LTD	$ 8,200.41
B395981-IN	Arguindegui Oil CO II LTD	$ 9,060.43

3. **AI-44943** A. Requesting "waiver" of provision #1 of Hidalgo County's Exiting Elected Officials Expenditure Policy in connection with requisitions exceeding the limit of $7,500.00 as the delay would have caused the inability to commence a scheduled road construction project and thus leaving County staff and resources idle;

B. Ratification of Purchase Order #s 710131 & 710141 in connection with expedited purchase of road construction materials for Whalen Road Project.

D. Pct. 3

1. **AI-44891** Acceptance & approval of the following invoices submitted by contracted/project engineer, L & G Consulting Engineers, Inc.:
1. Invoice No. 11324840- $56,828.97 for "Mile 2-Moorfield Rd West to SH364"
2. Invoice No. 11324842- $5,499.13 for "Mile 2-North-Inspiration to Moorefield Rd"
3. Invoice No. 11324844- $52,510.00 for "Liberty Road Project";
4. Invoice No. 11324845- $42,853.86 for "FM 494-Shary Road Project";
5. Invoice No. 11324846- $64,849.14 for "Mile 3";

2. **AI-44925** Approval of a professional engineering services contract/agreement for the provision of general engineering services for, "Road & Bridge Projects, Drainage Improvements Projects and All Other Projects for Precinct No. 3," with Javier Hinojosa Engineering as authorized & approved for negotiations by CC on 05/27/14.

E. Pct. 4

1. **AI-45047** a. Approval of a lease agreement between **Hidalgo County** and **Union Pacific Railroad Company** (address-1051 N. Doolittle Rd. , Edinburg, Texas 78542) for use of **"The Premises to be utilized for Vegetation Control, and uses incidental thereto, only, and for No Other Purpose"** with term of this Lease to commence July 01, 2014, for one year unless terminated or renewed or extended as provided in lease agreement;.

b. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;

c. 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 appraisal services providers for (job specific project) "Sale of Properties" within Hidalgo County Precinct No. 4;

Firms	Integra Realty Resources	HLH Appraisal Services	George J. Salazar d/b/a Appraisal Haus
Evaluation	89	91	94
Ranked			

d. Authority for the Purchasing Department to negotiate a professional appraisal services contract with the No. 1 ranked firm of _____ for: a project specific - "Sale of Properties" within Hidalgo County Precinct No. 4.

2. **AI-44918** Acceptance and approval to pay "Flat Rate Assessments" incurred by HC from 2009 to 2014 to Hidalgo County Irrigation District #1 for 18.76 acre tract of land out of Lot 15, Section 260, TEXAS MEXICAN RAILROAD COMPANY'S SURVEY, Hidalgo County, Texas according to the map or plat thereof recorded in Volume 2, Page 29, Map Records, Hidalgo County, Texas and as further detailed in the General Warranty Deed attached hereto through Requisition #00256335 (attached) which further details the Irrigation Flat Rate Assessments, Interest, Attorney and Processing Fees in the amount of $2,643.30 including the issuance and release of check by Hidalgo County Treasurer once review, audit, processing procedures completed by County Auditor.

3. **AI-45008** Acceptance and approval of Amendment to Contract #C-13-335-12-10 (PO# 703537) with Aranda & Associates (to reduce the fees under Exhibit B-Cost Proposal) for the purposes of surveying services of (job specific) PROJECT: Brewster Park located within Hidalgo County Precinct No. 4.

F. Justices of the Peace

1. **AI-44997** Hidalgo County Purchasing Department, Fixed Assets Division, is requesting and recommending to Hidalgo County Commissioners Court to approve the removal (from inventory) of two (2) fixed asset with nos. 23132 & 27845 (described/detailed in attached Exhibit A with NO CURRENT VALUE) located at 122 E. Park, Pharr, Texas in a building once leased by Hidalgo County for Hon. Rosa E. Trevino, J.P., Pct. 2, Pl. 2 pursuant to Article 6.2 of the expired lease between the County and Rosa E. Trevino.

G. Facilities Management:

1. **AI-44963** A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional 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 construction materials testing firms for services required for the Constable Pct No.1 new building;

Evaluator	PSI	Terracon	RABA -Kistner
Evaluator	76	89	90
Ranking			

C. Authority for the Purchasing Department to negotiate a professional services contract with the No. 1 ranked firm of _____for construction materials testing for Constable Pct No.1 new building.

23. **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-44851** CL-14-0359-E; Mary Lou Gomez, individually and a/n/k of Alexandro Rodriguez v. Hidalgo County

D. **AI-44916** C-5274-14-J; Cristina Reyna vs. County of Hidalgo and City of Mission

E. **AI-45033** Cause #CL-14-2283-G; Leonarda Rodriguez-Serna v. Hidalgo County

F. **AI-45035** Civil Action No. 7:14-CV-00438; David Carrizales and Rogelia Stabolito v. Guadalupe "Lupe" Trevino, Sheriff, et.al

G. **AI-44856** Claim of Noe Estrada

H. **AI-44867** Claim of Ener Sanchez & Damiana Martinez Parents to Monica Sanchez, a minor

I. **AI-44870** Claim of Jose Ozul

J. **AI-44880** Claim of Jose Palomin

K. **AI-44882** Claim of Enrique Rubio

L. **AI-45037** Claim of Carlos Contreras

24. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B.		Pending and/or potential litigation
C.	**AI-44852**	CL-14-0359-E; Mary Lou Gomez, individually and a/n/k of Alexandro Rodriguez v. Hidalgo County
D.	**AI-44917**	C-5274-14-J; Cristina Reyna vs. County of Hidalgo and City of Mission
E.	**AI-45034**	Cause #CL-14-2283-G; Leonarda Rodriguez-Serna v. Hidalgo County
F.	**AI-45036**	Civil Action No. 7:14-CV-00438; David Carrizales and Rogelia Stabolito v. Guadalupe "Lupe" Trevino, Sheriff, etal
G.	**AI-44857**	Claim of Noe Estrada
H.	**AI-44868**	Claim of Ener Sanchez & Damiana Martinez Parents of Monica Sanchez, a minor
I.	**AI-44871**	Claim of Jose Ozul
J.	**AI-44881**	Claim of Jose Palomin
K.	**AI-44883**	Claim of Enrique Rubio
L.	**AI-45038**	Claim of Carlos Contreras

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

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

27. **Adjourn**

AI-44993 **County Judge's Office 6. A.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted For: Julia Sullivan **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Recognition of the Hidalgo County WIC Program being selected as one of 25 community agencies and medical facilities in the U.S., Canada, Mexico, India and Brazil to receive the 2014 Community Care Award from the International Board of Certified Lactation Consultant Examiners (IBCLCE) and International Lactation Consultant Association (IBLCA)

BACKGROUND

Recognition of the Hidalgo County WIC Program being selected as one of 25 community agencies and medical facilities in the U.S., Canada, Mexico, India and Brazil to receive the 2014 Community Care Award from the International Board of Certified Lactation Consultant Examiners (IBCLCE) and International Lactation Consultant Association (IBLCA). Hidalgo County WIC was one of only five to receive this award in the State of Texas, the other four awardees are located in Dallas and Austin. The award is for a period of two years and includes being listed in a prestigious care provider directory and on the IBCLCcare.org website. IBLCE and ILCA congratulate our commitment to providing lactation support to our community as an integral part of our maternal-child services.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/12/2014 09:42 AM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Monica Badillo Started On: 06/11/2014 05:34 PM

Final Approval Date: 06/13/2014

AI-45055 **County Judge's Office 6. B.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted For: Roberto Villarreal **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Approval of Proclamation in support of Region One ESC My Brother's Keeper - Building Ladders of Opportunity Initiative.

BACKGROUND

In alignment with President Obama's My Brother's Keeper initiative, Region One Education Service Center in conjunction with the Texas Valley Communities Foundation (TVCOF), and Pharr-San Juan-Alamo (PSJA) Independent School District and the Office of Congressman Rubén Hinojosa, propose to utilize best practices accumulated over the past fourteen years along with current research, to target and address the needs of Latino and African American male youth in the Rio Grande Valley of Deep South Texas. Utilizing lessons learned through three successful Region One GEAR UP grants, research conducted through the Gates Foundation via the Texas Valley Communities Foundation, and successful interventions developed through nationally recognized efforts at PSJA ISD, the partnership proposes to develop and implement a model for Latino and African American male youth by dividing interventions into two critical sections: Focus Area Recommendations & Cross-Cutting Recommendations and Areas of Opportunity

Attachments

proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/13/2014 03:15 PM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: SANDRA DELEON Started On: 06/13/2014 02:11 PM

Final Approval Date: 06/13/2014

My Brother's Keeper - Building Ladders of Opportunity
A Regional Model for Student Success
Proclamation

WHEREAS we believe that through our collaborative efforts and implementation of promising and proven strategies Latino male youth will gain a sense of empowerment, especially those in the most difficult circumstances, and will have the information and experiences needed to reach high levels of individual performance; and,

WHEREAS collaboration between Region One ESC in conjunction with community partners and The County of Hidalgo will potentially reach out to 106,255 male minority students in Hidalgo County through research based interventions; and,

WHEREAS the County of Hidalgo is committed to becoming My Brother's Keeper Certified and carrying out as many opportunities as possible for the minority male youth in our city; and,

WHEREAS our community recognizes the importance of investing in our youth and valuing the young men in the Rio Grande Valley and is vested in assisting young men seek optimal educational opportunities.

NOW THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioner's Court offers its support and ongoing commitment to the Region One ESC My Brother's Keeper – Building Ladders of Opportunity Initiative.

Dated this 17th day of June, 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

AI-45061 **County Judge's Office 6. C.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted By: Michael Leo, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

1. Presentation by contracted architect, ERO Architects for acceptance and approval by the Hidalgo County Commissioners Court of the Schematic Design for the New Hidalgo County Courthouse

2. Discussion and possible action regarding the next steps for the New Hidalgo County Courthouse

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/13/2014 04:24 PM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Michael Leo Started On: 06/13/2014 03:22 PM

Final Approval Date: 06/13/2014

AI-44939 **Comm. Court Executive Office 7. C.**

CC - REGULAR

Meeting Date: 06/17/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept check from Travelers Insurance Company in the amount of $9,392.32 for reimbursement of amount exceeding SIR in connection with the claim of Francisco De Luna and Elizabeth Diaz, Case 7:10-cv-00268.

BACKGROUND

DOI: 08/06/10 J.P. Mary Alice Palacios Acct #: 4-1100-360-00-000-005-0-000

Attachments

check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/09/2014 03:55 PM
Obdett Calzada	Obdett Calzada	06/13/2014 02:05 PM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Aida Alvarez Started On: 06/09/2014 01:10 PM

Final Approval Date: 06/13/2014

001388

THE TRAVELERS - PUBLIC SECTOR
2700 NE LOOP 410, SUITE 105
SAN ANTONIO TX 78217

896D 84200270

SB00664

TRAVELERS

DATE: 05/21/14
LOSS DATE: 08/19/10
FILE NUMBER: 602 LR EJN2637 A

TRISTAR RISK MANAGEMENT
70 N.E. LOOP 410 #800
SAN ANTONIO TX 78216

CLAIMANT:
FRANCISCO DELUNA

ACCOUNT NAME:
HIDALGO COUNTY, TEXAS, ETAL

ST. PAUL FIRE AND MARINE

EXPLANATION OF PAYMENT

10295393

Professional Liability	$9392.32
TOTAL PAID	$9392.32

PAYMENT OF FEES AND C OSTS ABOVE SELF-INSURED RETENTION

FOR ADDITIONAL INFORMATION, CONTACT: THOMAS WRIGHT AT (210)527-2784

141010722
DETACH CHECK

HNSUMM 111311
OVRPUNS2 121209
DETACH CHECK

THIS DOCUMENT HAS A RED BACKGROUND - BORDER CONTAINS MICRO PRINTING AND AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

Citibank, N.A.
One Penns Way
New Castle DE 19720

TRAVELERS
2700 NE LOOP 410, SUITE 105
SAN ANTONIO TX 78217
(210)527-2784

896D 84200270

82-20
311

DATE	ACCOUNT NUMBER	FILE NUMBER
05/21/14	J99	602 LR EJN2637 A

VOID IF NOT PRESENTED WITHIN ONE YEAR AFTER DATE OF ISSUE

NINE THOUSAND THREE HUNDRED NINETY TWO AND 32/100 ----------

PAY: $**9,392.32** TAW

PAY TO THE ORDER OF HIDALGO COUNTY, TEXAS, ETAL
PO BOX 1356
EDINBURG TX 78540

001388
SB00664

Maria Olivo
AUTHORIZED SIGNATURE

⑈84200270⑈ ⑆031100209⑆ 3862289 2⑈

Justin Claim #: 10295393
Travelers Claim #: EJN2637

(Francisco de Luna)

DOL: 08-06-10
Public Officials

Vendor: Ortiz & Miller

Object Code _____

	beginning balance				beginning balance		
	invoice# 9-13-10	amount 6,562.03	balance 6,562.03		invoice#	amount	balance
Sept. billing	invoice# 11-17-10	amount 28,038.80	balance 34,600.83		invoice#	amount	balance
Oct. billing	invoice# 11-15-10	amount 25,090.40	balance 59,691.23		invoice#	amount	balance
Nov. Billing	invoice# 12-13-10	amount 6,312.50	balance 66,003.73		invoice#	amount	balance
Dec. Billing	invoice# 2-2-11	amount 11,639.90	balance 77,643.63		invoice#	amount	balance
Jan billing	invoice# 2-10-11	amount 3,100.00	balance 80,743.63		invoice#	amount	balance
feb billing	invoice# 3/25/11	amount 8,762.50	balance 89,506.13		invoice#	amount	balance
March billing	invoice# 4/12/11	amount 5,853.87	balance 95,360.00		invoice#	amount	balance
	invoice# 7/10/11	amount 14,032.32	balance 109,392.32		invoice#	amount	balance
	invoice#	amount	balance		invoice#	amount	balance
	invoice#	amount	balance		invoice#	amount	balance
	invoice#	amount	balance		invoice#	amount	balance
	invoice#	amount	balance		invoice#	amount	balance
	invoice#	amount	balance		invoice#	amount	balance
	invoice#	amount	balance		invoice#	amount	balance
	invoice#	amount	balance		invoice#	amount	balance
	invoice#	amount	balance		invoice#	amount	balance
	invoice#	amount	balance		invoice#	amount	balance

05/15/14 : 07/31/12 cc David

over SIR amt: $9,392.32

AI-45026 **Comm. Court Executive Office 7. D.**

CC - REGULAR

Meeting Date: 06/17/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from Endeavor General Agency, LLC in the amount of $13,741.82 to settle auto accident with County vehicle. (Sheriff Office)

BACKGROUND

DOI: 12/07/13 Acct #:4-1100-360-00-000-005-0-000

Attachments

Endeavor General Agency, LLC Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/13/2014 09:01 AM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Aida Alvarez Started On: 06/12/2014 04:25 PM

Final Approval Date: 06/13/2014

ENDEAVOR GENERAL AGENCY, LLC / PAYMENT ON BEHALF OF OLD AMERICAN COUNTY MUTUAL

65781

CHECK NUMBER: 65781
DATE ISSUED: June 06, 2014
ISSUING CODE: C
AMOUNT: $13,741.82
REASON: Property Damage Liability
ADJUSTER: LUIS MENDEZ
CLAIM NUMBER: 2014-TXE01021-A
DATE OF LOSS: 12/07/2013
INSURED: JUANA CLETO
CLAIMANT: HIDALGO COUNTY SAFET

COUNTY OF HIDALGO COUNTY, TX
100 N CLOSNERRM 303
CLM#2014-TXE01021
EDINBURG, TX 78539

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

ENDEAVOR GENERAL AGENCY, LLC
PAYMENT ON BEHALF OF OLD AMERICAN COUNTY MUTUAL
3723 SOUTH FM 551
ROYSE CITY, TEXAS 75189-5763

JPMORGAN CHASE BANK, N.A.
DALLAS, TEXAS

65781
32-61/1110

DATE: June 06, 2014
AMOUNT: $13,741.82

THIRTEEN THOUSAND SEVEN HUNDRED FORTY-ONE AND 82/100 DOLLARS

PAY TO THE ORDER OF
COUNTY OF HIDALGO COUNTY, TX
100 N CLOSNERRM 303
CLM#2014-TXE01021
EDINBURG, TX 78539

PD LOSS-HILDAOGO -

VOID AFTER 90 DAYS

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈065781⑈ ⑆111000614⑆ 6384771170⑈

ENDEAVOR GENERAL AGENCY, LLC / PAYMENT ON BEHALF OF OLD AMERICAN COUNTY MUTUAL

65781

CHECK:
COUNTY OF HIDALGO COUNTY, TX
100 N CLOSNERRM 303
CLM#2014-TXE01021
EDINBURG, TX 78539

CHECK NUMBER: 65781
DATE ISSUED: June 06, 2014
ISSUING CODE: C
AMOUNT: $13,741.82
REASON: Property Damage Liability
ADJUSTER: LUIS MENDEZ
CLAIM NUMBER: 2014-TXE01021-A
DATE OF LOSS: 12/07/2013
INSURED: JUANA CLETO
CLAIMANT: HIDALGO COUNTY SAFET

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Sheriff's Office
Contact: MYRA MONTOYA
Telephone #: (956)393-6024
Date: 02/03/14

Purchase Order Number 703419
Increase # 1 for this Purchase Order
Procurement Method:

- ☐ CONTRACT
- ☐ Cooperative Awarded Vendor (TBPC State Award, TCPN, TASB-Buyboard)
- ☒ Quotes over $1,000.00 (verbal quotes)
- ☐ Quotes over $5,000.00 (attach quotes)

TO: Vendor Number: 367176
Vendor Name: MAACO COLLISION
Address: 1500 W. POLK ST.
PHARR, TX 78577

Increase Purchase Order for the following items:

Quantit	UOM	Description	NIGP #	Unit Price	Increase	Amount
		Amount of Original Purchase Order				$7,677.77
1	LOT	REPAIR REAR END DAMAGE TO UNIT 474, YEAR: 2010, MAKE: FORD, MODEL: F-150, VIN# 1FTFW1EV5AKA24514, L.P:106-2196				
		PARTS	06071	$4,624.77	$3,421.25	
		PAINT MATERIALS	92857	$568.40		
		SHEET METAL	92819	$813.20	-$167.20	
		REFINISH	92857	$771.40		
		FRAME	92819	$700.00	-$550.00	
		SUBLET REPAIRS	92815	$200.00		
		MECH/ELEC	92838		$3,360.00	
		Amount of Increase Request				$6,064.05
		TOTAL AMOUNT				$13,741.82

Account Number : 4-1100-421-00-280-001-0-432
Liquidated: 0
Available: 149,763.10

Reason: INCREASE IS BEING REQUESTED TO COVER TOTAL EXPENDITURE FOR REPAIR OF UNIT 474.

Authorization: Emilia Vargas — DEPARTMENT HEAD — 02/03/14 — DATE

Reviewed By: Irma Lopez — PURCHASING DEPARTMENT — 2-4-14 — DATE

Approved By: Martha L Salazar — PURCHASING AGENT — 2-4-14 — DATE

AI-45071 **Comm. Court Executive Office 7. E.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration and action on re-scheduling the court meeting of Tuesday, July 1, 2014

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Monica Badillo Started On: 06/13/2014 05:46 PM

Final Approval Date: 06/13/2014

AI-45048 **Constables 8. A.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. 3

Approval of appropriation of the 2011 Operation Stonegarden Supplemental Grant Funds for the Constable Precinct 3 Department in the total amount of $66,413.00

BACKGROUND

Grant Number: EMW-2011-SS-00019 (Federal) 11-GA-48215-04 (SAA--State Administrative Agency)
Original grant award amount: $800,817.00 (AI #32136 5/8/12)
Supplemental award amount: $528,560.26
Revised grant award amount: $1,329,377.26.
Original grant award termination date: August 31, 2013 (AI #32136 5/8/12)
New termination date: August 15, 2014

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1284-421-00-293-047-4-XXX

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

BUDGETARY IMPACT:

2011 Operation Stonegarden Grant: Constable Pct. 3 Appropriation of Supplemental funds in the amount of $66,413.00.

Revenue Account No: 4-1284-331-12-293-047-4-000

Health and Life Insurance expense will be reclassified to Constable Precinct 3 General fund accounts.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/13/2014 03:15 PM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Raquel Ramos Started On: 06/13/2014 11:23 AM

Final Approval Date: 06/13/2014

DATE: June 13, 2014

DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra

DEPARTMENT NAME: Stonegarden Hidalgo Co. Constable PCT. 3

ACCOUNT NUMBER: 4-1284-421-00-293-047-4-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Cl
111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Loc
Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME
4-1284-421-00-293-047-4-131	Stonegarden Hidalgo Co. Constable PCT. 3--Overtime
4-1284-421-00-293-047-4-220	Stonegarden Hidalgo Co. Constable PCT. 3--FICA
4-1284-421-00-293-047-4-230	Stonegarden Hidalgo Co. Constable PCT. 3--Retirement
4-1284-421-00-293-047-4-250	Stonegarden Hidalgo Co. Constable PCT. 3--Unemployment Comp.
4-1284-421-00-293-047-4-260	Stonegarden Hidalgo Co. Constable PCT. 3--Workman's Comp.
4-1284-421-00-293-047-4-581	Stonegarden Hidalgo Co. Constable PCT. 3--In-County Travel

TOTAL APPROPRIATIONS

4-1284-331-12-293-047-4-000	Operation Stonegarden 2011 Supplemental--Hidalgo Co. Constable PCT. 3

TOTAL REVENUES

REASON: To appropriate budget for the Operation Stonegarden 2011 Supplemental Sub-Repicier
Award to the Hidalgo Co. Constable PCT. 3 from the Department of Homeland Security

Federal Grant Award #EMW-2011-SS-0019; SSA Award 2011-SR-48215-01

Grant Period: September 1, 2011 to August 15, 2014

/

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

ATTEST C

hapter

cal Government

AMOUNT
50,405.52
3,856.02
5,489.16
278.16
1,260.14
5,124.00
66,413.00
66,413.00
66,413.00

ıt Grant
y FEMA.

/
DATE

OUNTY CLERK

AI-45067 **Constables 8. B.**

CC - REGULAR

Meeting Date: 06/17/2014

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

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct. 4
1. Authorization and approval to purchase through the State of Texas Surplus Property Program under Chapter 2175.001 of the Texas Government Code and Sec. 262.024 (9) c. for: Two (2) 2011 Ford Crown Victoria's police interceptor model vehicles and equipment (light bars, stalker radars, deck lights and center consoles) for the total amount of $15,040.00.
2. Authorization for Purchasing Department to process a requisition and issue a purchase order and County Treasurer's to cut a check made payable to: Texas Department of Public Safety after completion of County Auditor's review procedures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1259-421-00-294-010-0-XXX

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

BUDGETARY IMPACT:

Funding pending approval of AI# 45018

Appropriation in the amount of $38,981.04

Attachments

req

quotes

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/13/2014 04:23 PM
Manuel Chapa	Manuel Chapa	06/13/2014 05:23 PM
Auditor's Office	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Nayla Munoz Started On: 06/13/2014 04:03 PM

Final Approval Date: 06/13/2014

Requisition

Req # 00258680

PO #

Date: 06/16/14

Bill To: x
x

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

Ship To: HIDALGO CO. CONSTABLE PRECINCT 4
2814 S. HWY 281
EDINBURG TX 78539

Contact: NMUNOZ
956-383-8560

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		PURCHASE OF 2 VEHICLES FOR OUR DEPARTMENT DO NOT DUPLICATE ORDER		
1.00	EACH	2011 Ford Crown Victoria VIN#2FABP7BV4BX117600 TFC#A4036405023	6,000.00	6,000.00
1.00	EACH	2011 Ford Crown Victoria VIN#2FABP7BV7BX116358 TFC#A4036405024	6,000.00	6,000.00
4.00	EACH	Light Bars	200.00	800.00
2.00	EACH	Deck Lights	50.00	100.00
2.00	EACH	Center Consoles	20.00	40.00
6.00	EACH	Stalker Radars	350.00	2,100.00
		Account No	Encumbrance	
			Freight	.00
			Total	15,040.00
		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

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

INVOICE PURCHASE CERTIFICATE
STATE SURPLUS PROPERTY PROGRAM
STATE VEHICLES

BUYER: Hidalgo County PCT 4
ATTN: Horaldo Sanchez
EMAIL: horaldo.sanchez@co.hidalgo.tx.us

Invoice No: 150
Date: 6/11/2014

TFC #	Unit #	YEAR	Make/Model	VIN #	Notes	Mileage	Qty	Total
A4036405023	F115020	2011	Ford Crown Vic	2FABP7BV4BX117600		111,389	1	6,000
A4036405024	F115072	2011	Ford Crown Vic	2FABP7BV7BX116358		105,421	1	6,000
					Description	Price	Qty	Total
					Light Bars	200.00	4	800
				Out of Stock	Stalker Radars	350.00	0	0
					Deck Lights	50.00	2	100
					Center Console for 2011 CV	20.00	2	40
						TOTAL		12,940

Texas State Surplus Storefront
6506 Bolm Road
Austin, Texas 78721

Phone: 512/463-1990
512/463-3915
Fax: 512/236-6173

240

INVOICE PURCHASE CERTIFICATE
STATE PROPERTY

BUYER: HORALD SANCHEZ / HIDALGO CO.

Invoice No. 3998

PAYMENT METHOD: _____

Date: 6/13/14

INVENTORY#	DESCRIPTION	QTY	UNIT COST	TOTAL
A06903033012	STALKER RADAR	6	$350.00	$2100.00
			Subtotal	$2100.00
			Sales Tax	—
			Total	$2100.00

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

_____
Printed Name

_____
Signature of Purchaser Date

AI-45018 **Constables 8. C.**

CC - REGULAR

Meeting Date: 06/17/2014

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

Department: CONSTABLE PCT. #4

Information

CAPTION

CONSTABLE PCT 4 US TREASURY (1259):
1. Approval of certification of revenues, as certified by the County Auditor, for the confiscation of narcotic funds awarded and received from the U.S. Department of Homeland Security Office.
2. Approval of 2014 appropriation of funds for Constable Precinct 4 - US TREASURY (1259) in the amount of $38,981.04.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1259-421-00-294-010-0-xxx

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

BUDGETARY IMPACT:

Appropriation in the amount of 38,981.04

4-1259-352-30-294-000-0-000 CONST PCT4 US TREASURY- Revenues

Attachments

Letter
Check
DepositReceipt
appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/12/2014 03:12 PM
Manuel Chapa	Manuel Chapa	06/13/2014 04:56 PM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Nayla Munoz Started On: 06/12/2014 02:49 PM

Final Approval Date: 06/13/2014

Homeland Security Investigations
Office of the Special Agent in Charge

U.S. Department of Homeland Security
40 N. E. Loop 410, Suite 501
San Antonio, Texas 78216

Homeland Security Investigations

January 21, 2014

Hidalgo County Constable PCT-4
Attn: Constable J.E. Guerra
2814 S. Bus. Hwy 281
Edinburg, TX 78539

Re: Equitable Sharing Request
Seizure Number: 2012-5301-000554-01
Case Number: MC02BR12MC0022
Asset Value: $38,981.04

Dear Constable Guerra:

The Department of Homeland Security, Homeland Security Investigations, SAC San Antonio Office received notice of forfeiture of the above listed item. I am pleased to advise a payment in the amount of $38,981.04 was awarded to the Hidalgo County Constable PCT-4 on January 9, 2014, via check number #1571573. This payment represents the equitable share of the net proceeds from the forfeiture of the above referenced case.

These funds must be used for the law enforcement purposes stated in your application for Transfer of Property Seized/Forfeited by a Treasury Agency (TD F 92-22.46). The intent of this transfer is to enhance law enforcement; therefore these funds must increase and not supplant your operating budget. (See: www.treasury.gov/offices/enforcement/teoaf website for the latest guidance, fillable forms and instructions.)

I appreciate the assistance provided by your agency in this investigation and look forward to your participation in future Immigration and Customs Enforcement investigations.

Sincerely,

Janice Ayala
Special Agent in Charge

cc: HSI McAllen, TX

PROSPERITY BANK®
MEMBER FDIC

CASHIER'S CHECK No. 1571573

REMITTER NARCOTICS PENDING
CAUSE # 12-DCV-201031

Jan 9, 2014

PAY TO THE ORDER OF HILDALGO COUNTY CONSTABLE-PCT. 4 $ $38,981.04

Thirty Eight Thousand Nine Hundred Eighty One and 04/100********** DOLLARS

TWO SIGNATURES REQUIRED

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE Banking Officer

NOTICE TO CUSTOMERS
THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE THIS CHECK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED OR STOLEN.

⑈1571573⑈ ⑆113122655⑆ ⑈0413271⑈

COUNTY OF HIDALGO, TEXAS
CASHIER'S DAILY CLOSE-OUT REPORT/DAILY REMITTANCE FORM
CONSTABLE PRECINCT NO. 4

DATE OF COLLECTION: 1/28/2014

RECEIVED BY COUNTY AUDITOR 2014 FEB 5 PM 3 43

PART I: RECAP OF RECEIPTS ISSUED-TOTAL COLLECTIONS

TOTAL CASH COLLECTED (RECEIPT #_____ THROUGH #_____) **$38,981.04**

PART II: CASH ON HAND BY ACTUAL COUNT

A.) TOTAL CHECKS AND MONEY ORDERS **$38,981.04**

	CHECK/M.O. NUMBER	AMOUNT		CHECK/M.O. NUMBER	AMOUNT
a.	Cashier's Check No. 1571573	$38,981.04	f.		
b.			g.		
c.			h.		
d.			i.		
e.			j.		

B.) CURRENCY

_____	ONES	$
_____	FIVES	
_____	TENS	
_____	TWENTIES	
_____	FIFTIES	
_____	HUNDREDS	
_____	OTHER	
	TOTAL	$

C.) COINS

_____	PENNIES	$
_____	NICKELS	
_____	DIMES	
_____	QUARTERS	
_____	HALF DOLLARS	
_____	SILVER DOLLARS	
	TOTAL	$

D. TOTAL CHECKS, MONEY ORDERS, CURRENCY, AND COINS ON HAND **$38,981.04**

E. LESS: CHANGE FUND (IF ANY)

TOTAL FUNDS RECEIVED **$38,981.04**

VARIANCE- OVERAGE/SHORTAGE

RECEIVED BY HIDALGO COUNTY TREASURER 2014 JAN 30 PM 4 18

COMMENTS: *A department receipt was not issued because these funds are not for services rendered, they are confiscation proceeds.*

PART III: ACKNOWLEDGMENT AND APPROVAL

I have counted and acknowledge receipt of all cash collected.

COUNTED BY: NAYLA MUÑOZ **WITNESSED BY:** MELANIE GUTIERREZ

Validated deposit slip/County Treasurer receipt was verified to close-out report by:

CONSTABLE

Any variance must be immediately reconciled and brought to the attention of the County Auditor's - Internal Audit Division. When a variance occurs, submit a properly reconciled copy of this form and copies of the correlating validated deposit slip, to the County Auditor - Internal Audit Division.

1/28/2014
DATE APPROVED

APPROVED BY CONSTABLE

PART IV: SUMMARY OF DEPOSITS

AMT TO BE DEPOSITED TO:	CREDIT GL ACCOUNT NO.	Amount	Deposit Slip No.
1. CO. TREASURER GEN. FUND			
a. General Fund - Constable Fees	4-1259-352-30-294-000-0-000	$38,981.04	
1. Treasurer Receipt No. & Date			
b. Other:_____			
1. Treasurer Receipt No. & Date			
GRAND TOTAL REMITTED TO THE COUNTY TREASURER			**$38,981.04**

*ATTACH VALIDATED DEPOSIT SLIP

NOTE: This report must be submitted to the County Treasurer via Fax on a daily basis along with validated deposit slip. County Treasurer will fax a copy of the receipt issued to the Constable's Office.

County Treasurer Fax No. 318-2507

COUNTY OF HIDALGO, TEXAS
DAILY MAIL COLLECTION REPORT
CONSTABLE J.E GUERRA, PCT 4

DATE: 1/28/2014

RECEIVED BY COUNTY AUDITOR 2014 FEB 5 PM 3 43

	RECEIVED FROM	ADDRESS RECEIVED FROM	RECEIVED FOR	DATE	CHECK/ M.O #	AMOUNT	REC. NO. ISSUED
	US Depart of Homeland Securit es	40 N E Loop 410, Suite 501 San Antonio, Texas 78216	Confiscation	1/28/2014	1571573	$38,981 04	N/A
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							

RECEIVED BY HIDALGO COUNTY TREASURER 2014 JAN 30 PM 4 08

TOTAL $38,981.04

PREPARED BY: **NAYLA MUÑOZ**

VERIFIED BY:

COMMENTS: *A department receipt was not issued because these funds are not for services rendered, they are confiscation proceeds.*

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

Receipt No: 172246

Received From: CONSTABLE PCT 4 01/28/14 Date 01/31/14

1	1571573	NARCOTIC CONFISCATION 12-DCV-201031	4-1259-352-30-294-000-0-000	38,981.04

Total: **38,981.04**

Check Total	38,981.04
Cash Total	.00
Credit Total	.00
Other Total	.00

DATE: June 12, 2014

2014
Appropriation

DEPARTMENT HEAD: Atanacio "J.R." Gaitan

DEPARTMENT NAME: Constable Precinct 4

ACCOUNT NUMBER: 4-1259-421-30-294-010-0-XXX

Contact Person: Horaldo Sanchez **Ph#** (956) 383-8560 Ext 4302

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
4-1259-421-00-294-010-0-432	CONST PCT 4 - US TREASURY	EQUIP & VEH R&M SERVICES	$10,986.08
4-1259-421-00-294-010-0-583	CONST PCT 4 - US TREASURY	TRAVEL OUT OF COUNTY	$2,500.00
4-1259-421-00-294-010-0-584	CONST PCT 4 - US TREASURY	REGISTRATION FEES	$1,000.00
4-1259-421-00-294-010-0-601	CONST PCT 4 - US TREASURY	OFFICE & COMP SUPPLIES	$54.28
4-1259-421-00-294-010-0-613	CONST PCT 4 - US TREASURY	SAFETY SUPPLIES	$1,704.60
4-1259-421-00-294-010-0-619	CONST PCT 4 - US TREASURY	OTHER MISC SUPPLIES	$940.00
4-1259-421-00-294-010-0-664	CONST PCT 4 - US TREASURY	OTHER MINOR EQUIP	$2,100.00
4-1259-421-00-294-010-0-672	CONST PCT 4 - US TREASURY	EQUIP & VEH R&M SUPPLIES	$7,696.08
4-1259-421-00-294-010-0-741	CONST PCT 4 - US TREASURY	VEHICLES	$12,000.00
4-1259-352-30-294-000-0-000	CONST PCT 4 - US TREASURY	REVENUES	$38,981.04
		TOTAL BUDGET INCREASE (DECREASE)	**$38,981.04**

REASON: TO APPROPRIATE THE US TREASURY (NARCOTIC FUNDS) AWARDED TO CONSTABLE PCT 4 DEPARTMENT FROM THE US DEPARTMENT OF HOMELAND SECURITY OFFICE IN THE AMOUNT OF $38,981.04

Horaldo Sanchez
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-44935 **Human Resources 9. A.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted For: Elections Dept - Yvonne Ramon **Submitted By:** Diana Munoz, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Elections Department (1100):
1. Discussion, consideration and approval to extend the following eight (8) temporary full time positions through the end of the year 2014. Effective 07/01/2014 through 12/30/2014:

Slot #	*Position Title*	*Dept No.*	*Proposed Budget Salary*
T-157	Elections Clerk	130-001	$9,560.00/yr
T-158	Elections Clerk	130-001	$9,560.00/yr
T-159	Elections Clerk	130-001	$9,560.00/yr
T-160	Elections Clerk	130-001	$9,560.00/yr
T-161	Elections Clerk	130-001	$9,560.00/yr
T-163	Elections Clerk	130-001	$9,560.00/yr
T-164	Elections Clerk	130-001	$9,560.00/yr
T-165	Elections Clerk	130-001	$9,560.00/yr

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-414-00-130-001-0-123

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

BUDGETARY IMPACT:

Funds available from within depts budget.

Attachments

1
2
3
4

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/09/2014 11:52 AM

Obdett Calzada	Debbie Tamez	06/12/2014 04:50 PM
Rosalinda Cantu	Debbie Tamez	06/12/2014 04:51 PM
Human Resources	Debbie Tamez	06/13/2014 05:24 PM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Diana Munoz Started On: 06/09/2014 10:09 AM

Final Approval Date: 06/13/2014

HIDALGO COUNTY
Personnel Adjustment Request Form

ORIGINAL

DEPARTMENT NAME/NUMBER: Elections Dept. No. 130

DATE: May 29, 2014

CURRENT POSITION TITLE: Elections Clerk (Temporary)

CURRENT SLOT. #: T157 - T~~166~~ 165 T158, T159, T160, T161, T163, T164, T165

REQUESTED POSITION TITLE: Elections Clerk (Temporary)

RECEIVED
MAY 30 2014
HUMAN RESOURCES

REQUEST FOR:

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

POSITION SALARY REQUEST:

$9,560 x 8 positions

8	~~$95,600 (10 positions)~~ ø per	~~$76,480~~ (8 positions)	$ 76,480
NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP	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	☐	$9.19	
Full Time Temporary Object 121	☒	Part Time Temporary Object 122	☐	$ $9,560 x 8 positions = $76,480	Enter hourly rate for temp. positions Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

July 1, 2014	Dec. 31, 2014	Mon-Fri, 8am-5pm	40	6 months
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)

Positions are essential to preparing for and during elections run by the County. We are currently finishing up election procedures for the May 10, 2014 city/school elections and the Primary Runoff Elections as well as preparing for two city runoff elections scheduled for June 21, 2014 and a Democratic Primary Election scheduled for July 1, 2014. We've been notified of possible special elections in August and at that point we are already preparing for the County-Wide General Election in November.

ORIGINAL

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

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

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

Aside from the elections we have to prepare for our office utilizes temporary employees to fill a large amount of public information requests that require hours of labor to complete.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	5-29-2014 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	06.09.14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	6/16/14 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY

ELECTIONS CLERK (TEMPORARY)

GENERAL DESCRIPTION

Will work under the direction of the Elections Administrator and will work closely with the Voter Registrar, Elections Operations, Elections GIS Operations, and IT Managers in the performance of the various duties of elections.

EXAMPLES OF WORK PERFORMED

Maintain accurate and up to date voter registration data files

Assist public either by telephone or in person, with voter registration application information and elections information as needed

Provide public assistance in responding to telephone calls

Assist public with request information and questions

Knowledge of Deputizing Program for public, business, and organizations utilized in Voter Registration process

Perform manual filing and scanning of voter applications and forms

Assist in data processing

Assist Election Operations Manager with various duties including processing mail-in ballots, Ballot Board, and preparation of election supplies, bins, etc.

Assist the Elections GIS Operations Manager with various duties such as printing maps, researching demographic data and other duties as needed

Assist the IT Department in the Elections Warehouse in regards to voting equipment and election supplies to include transportation, set-up and maintenance of the electronic voting units

Coordinate with Elections staff on transportation requirements, supplies, and materials such as tables, chairs, voting equipment, ballot boxes, voting booths and election kits

Assist with setting up field system laptops

Assist with troubleshooting laptops, voting machines and other equipment

Assist with set up, delivery and maintenance of voting machines

Must have a basic understanding of Microsoft Office Software

Must be able to work under loud conditions, pressure and in meeting deadlines

Must be able to work nights and weekends as needed

Must have good writing and communication skills

Must be well organized

Must have basic filing skills

Must have regular attendance, be detailed oriented, and a self motivator

Ability to work well with others including contractual entities, department employees, elected officials, the community and department heads

Performs such other duties as may be assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

Have a minimun of one (1) year of computer and data entry skills experience

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

Certificates, Licenses, & Registrations

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

Must be able to be insured by the County's Insurance carrier;

Knowledge, Skills, and Abilities

Ability to read, interpret, and accept documents such as public requests

Ability to communicate effectively with staff and the public

Must have good driving record

May be asked to handle an electric forklift and other equipment such as a shredder

May be asked to climb a ladder

During elections, must be available to work extended hours and/or weekends when necessary

Must be able to work under stressful and demanding conditions

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

Regular attendance punctuality is a must

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, June 17, 2014** **Agenda Item:** **44935**

Summary of request/proposal:
Elections Dept (1100):
Discussion, consideration and approval to extend the following eight (8) temporary full time positions not to exceed six (6) months. Effective 07/01/2014 through 12/30/2014:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	ELECTIONS CLERK	T157	121	0.00	9,560.00	9,560.00
1100	ELECTIONS CLERK	T158	121	0.00	9,560.00	9,560.00
1100	ELECTIONS CLERK	T159	121	0.00	9,560.00	9,560.00
1100	ELECTIONS CLERK	T160	121	0.00	9,560.00	9,560.00
1100	ELECTIONS CLERK	T161	121	0.00	9,560.00	9,560.00
1100	ELECTIONS CLERK	T163	121	0.00	9,560.00	9,560.00
1100	ELECTIONS CLERK	T164	121	0.00	9,560.00	9,560.00
1100	ELECTIONS CLERK	T165	121	0.00	9,560.00	9,560.00
				0.00	76,480.00	76,480.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
4-1100-414-00-130-001-0-	121	ELECTIONS DEPT	TEMP F/T EMPLOYEES	$76,480.00
4-1100-414-00-130-001-0-	211	ELECTIONS DEPT	HEALTH INSURANCE	$0.00
4-1100-414-00-130-001-0-	212	ELECTIONS DEPT	LIFE INSURANCE	$0.00
4-1100-414-00-130-001-0-	220	ELECTIONS DEPT	FICA	$5,850.72
4-1100-414-00-130-001-0-	230	ELECTIONS DEPT	RETIREMENT	$0.00
4-1100-414-00-130-001-0-	250	ELECTIONS DEPT	UNEMPLOYMENT COMP	$435.94
4-1100-414-00-130-001-0-	260	ELECTIONS DEPT	WORKER'S COMP	$130.02
			2014 Budgetary Impact	**$82,896.68**

2015 Budgetary Impact: N/A

Possible Funding Sources: **FUNDS FROM WITHIN DEPTS BUDGET. OBJECT CODE 123 (POLL WORKERS)**

Comments:

Hidalgo Co. Budget Office
2/3/2005

DATE: June 17, 2014

2014
Transfer

AI- 44935

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for ELECTIONS DEPARTMENT

ACCOUNT NUMBER: 4-1100-414-00-130-001-0-

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
123	ELECTION POLL WORKERS	121	TEMP F/T EMPLOYEES	76,480.00
123	ELECTION POLL WORKERS	220	FICA	5,850.72
123	ELECTION POLL WORKERS	250	UNEMPLOYMENT COMP	435.94
123	ELECTION POLL WORKERS	260	WORKER'S COMP	130.02
			TOTAL	$ 82,896.68

REASON:
TO FUND (8) TEMPORARY FULL TIME POSITIONS NOT TO EXCEED SIX (6) MONTHS EFFECTIVE 07/01/2014 THROUGH 12/30/2014.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1100-414-00-130-001-0

AI - 44935

ELECTIONS DEPT

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	ELECTIONS ADMIN	$75,705.00	$0.00	$75,705.00	0	$0.00	$0.00	$75,705.00	$75,705.00	$300.00	$0.00	$0.00	$0.00	$0.00	$76,005.00
0007	113	FIELD SERVICE SPECIALIST II	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,222.00
0010	113	ACCOUNTING CLERK II	$32,769.00	$0.00	$32,769.00	0	$0.00	$0.00	$32,769.00	$32,769.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,769.00
0011	113	EXECUTIVE ASSISTANT I	$45,742.00	$0.00	$45,742.00	0	$0.00	$0.00	$45,742.00	$45,742.00	$600.00	$0.00	$0.00	$0.00	$0.00	$46,342.00
0014	113	VOTER REGISTRATION SPCLST II	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$28,094.00	$480.00	$0.00	$0.00	$0.00	$0.00	$28,574.00
0015	113	ADMINISTRATIVE ASSISTANT III	$32,769.00	$0.00	$32,769.00	0	$0.00	$0.00	$32,769.00	$32,769.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,769.00
0016	113	VOTER REGISTRATION SPCLST I	$26,265.00	$0.00	$26,265.00	0	$0.00	$0.00	$26,265.00	$26,265.00	$420.00	$0.00	$0.00	$0.00	$0.00	$26,685.00
0017	113	VOTER REGISTRATION SPCLST I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$300.00	$0.00	$0.00	$0.00	$0.00	$26,314.00
0018	113	VOTER REGISTRATION SPCLST I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$300.00	$0.00	$0.00	$0.00	$0.00	$26,314.00
0020	113	VOTER REGISTRATION SPCLST I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0022	113	VOTER REGISTRATION SPCLST I	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
0085	113	EXECUTIVE ASSISTANT I	$42,725.00	$0.00	$42,725.00	0	$0.00	$0.00	$42,725.00	$42,725.00	$1,560.00	$0.00	$0.00	$0.00	$0.00	$44,285.00
0109	113	ACCOUNTANT II	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,222.00
0120	113	ELECTIONS SYSTEM MANAGER	$56,162.00	$0.00	$56,162.00	0	$0.00	$0.00	$56,162.00	$56,162.00	$360.00	$0.00	$0.00	$0.00	$0.00	$56,522.00
0121	113	ELECTIONS SPECIALIST II	$35,391.00	$0.00	$35,391.00	0	$0.00	$0.00	$35,391.00	$35,391.00	$480.00	$0.00	$0.00	$0.00	$0.00	$35,871.00
0122	113	FIELD SERVICE SPECIALIST I	$32,769.00	$0.00	$32,769.00	0	$0.00	$0.00	$32,769.00	$32,769.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,769.00
0133	113	GIS OPERATOR ASSISTANT	$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
0134	113	ELECTIONS SPECIALIST 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
0135	113	ELECTIONS SPECIALIST 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
0136	113	FIELD SERVICE SPECIALIST I	$32,769.00	$0.00	$32,769.00	0	$0.00	$0.00	$32,769.00	$32,769.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,769.00
0137	113	FIELD SERVICE SPECIALIST II	$38,222.00	$0.00	$38,222.00	0	$0.00	$0.00	$38,222.00	$38,222.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,222.00
0145	113	GIS OPERATOR III	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$44,583.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,583.00
		APPROVAL TO EXTEND THE FOLLOWING POSITIONS:														
T157	121	ELECTIONS CLERK	$0.00	$9,560.00	$9,560.00	0	$0.00	$0.00	$9,560.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T158	121	ELECTIONS CLERK	$0.00	$9,560.00	$9,560.00	0	$0.00	$0.00	$9,560.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T159	121	ELECTIONS CLERK	$0.00	$9,560.00	$9,560.00	0	$0.00	$0.00	$9,560.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T160	121	ELECTIONS CLERK	$0.00	$9,560.00	$9,560.00	0	$0.00	$0.00	$9,560.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T161	121	ELECTIONS CLERK	$0.00	$9,560.00	$9,560.00	0	$0.00	$0.00	$9,560.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T162	121	ELECTIONS CLERK	$0.00	$9,560.00	$9,560.00	0	$0.00	$0.00	$9,560.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		APPROVAL TO EXTEND THE FOLLOWING POSITIONS:														
T163	121	ELECTIONS CLERK	$0.00	$9,560.00	$9,560.00	0	$0.00	$0.00	$9,560.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T164	121	ELECTIONS CLERK	$0.00	$9,560.00	$9,560.00	0	$0.00	$0.00	$9,560.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T165	121	ELECTIONS CLERK	$0.00	$9,560.00	$9,560.00	0	$0.00	$0.00	$9,560.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T166	121	ELECTIONS CLERK	$0.00	$9,560.00	$9,560.00	0	$0.00	$0.00	$9,560.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			$795,491.00	$95,600.00	$891,091.00		$0.00	$0.00	$891,091.00	$794,733.00	$4,800.00	$0.00	$0.00	$0.00	$0.00	$799,533.00

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

AI-44796 **District Attorney 10. A.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

Approval of the following expenses in accordance with Exiting Officials Expenditure Policy:

Vendor	Amount	Item	Purpose of Expense
Promaxima Manufacturing, LTD	$18,014.00	Weights/Treadmills/Elliptical Cross Trainer	Provide Excercise Equipment

BACKGROUND

Will purchase excercise equipment for the McAllen DPS facility. Will be using Investigation fund monies for purchase of equipment.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1223-412-00-080-007-0-748/664/(

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

BUDGETARY IMPACT:

Funding pending approval of LIT - AI# 44794 6-17-14

A requisition will be prepared once funding is in place.

Attachments

DAINVDPS

DAINVLIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/30/2014 11:38 AM
Manuel Chapa	Manuel Chapa	06/04/2014 04:07 PM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Roy Cazares Started On: 05/30/2014 10:13 AM

Final Approval Date: 06/13/2014

619

QUOTE

Promaxima Manufacturing, LTD

5310 Ashbrook
Houston, TX 77081
(800) 231-6652
Fax: (713) 667-9941

QUOTE NUMBER: 0140609
QUOTE DATE: 5/20/2014
EXPIRATION DATE: 12/31/5999

CUSTOMER NO: 00-TE78501

QUOTE TO:
TEXAS DEPARTMENT OF PUBLIC SAFETY
1414 BICENTANIAL
Mcallen, TX 78501

SHIP TO:
TEXAS DEPARTMENT OF PUBLIC SAFETY
1414 BICENTANIAL
Mcallen, TX 78501

ATTN: JOE RODRIGUEZ/ CARMEN AMAYA
Phone: (956) 565-7100
Fax:

DELIVERY INFO: jose.rodrigueziii@dps.texas.go
SALESPERSON: Phil Zierold

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
	PROMAXIMA		Due on Delivery

QUANTITY REQD	ITEM NO. DROP SHIP?	DESCRIPTION	UNIT PRICE	AMOUNT
		CARMEN 956-565-7101 ==========		
2	CV-S23T	**S23T Full Commercial Treadmill**: 5 hp. Commercial AC Continuous Duty Motor, Maintenance Free Brushless Motor, 22" x 61" 4 Ply Self-Lubricating Running Belt, 500lbs User Weight Capacity, Speed .5 to 14 MPH, 0 to 16% Elevation, Shock Absorption Deck Sys tem, 26 Programs, I Pod Compatible, Polar Contact Heart Rate & Polar Receiver, CSAFE Port, Gerkin Protocal, Army PFT, Marine PFT, Air Force PFT, Fit Test 3 year Warranty on Mechanical and Electronic parts, 2 year Display. Requires a 110 Volt, 20 AMP D edicated Circuit. (with 77300 Console)	3,795.00	7,590.00
1	CV-S25E	**S25E Full Commercial Elliptica**l Cross Trainer: Self Powered Automotive Alternator System, "BioStride" Which Provides A Smooth Natural Free Workout For All Major Muscle Groups Without Any Stress To The Ankles, Knees, Hips And Back Joints; 6 - LinkageSeal ed Bearing Tracking System; 16 Programs, 25 Resistance Levels, I Pod Compatible, Dual Polar Contact Heart Rate & Polar Receiver, 400 lb. User Weight, Cup Holder, Reading Rack, Accessory Tray, Gerkin Protocal, Army PFT, Marine PFT, Air Force PFT, Fit Test , 3 year Warranty on Mechanical and Electronic parts, 2 year Display. (with 77340 Console)	3,395.00	3,395.00
1	PLR-950	**Smith Machine 3" x 3" Steel Fr**ame With Linear Bearings & 1" Case Hardened Steel Guide Rods, 7 - Degree Lifting Angle, Rotating Counter Balance Lifting Bar Starting At 10lbs., 6 - Laser Notched Slots On Each Side Accommodates All User Heights, Stainless Steel Weight Plate Holders	1,495.00	1,495.00
2	PL-610	**Adjustable Flat/ Incline/ Decl**ine Military Bench With Wheels	349.00	698.00
3	FW-233	**3 Tier Shelve Dumbbell Rack, 5** ft Long, Holds 15 Pair	325.00	975.00
2	HEXR-003	**3 lb. Hex Rubber Dumbbells Sin**gle	3.00	6.00
1	HEXR-SET	**5 lb. to 100 lb. Set/ #5 Incre**ments Hex Rubber Dumbbell Set-20 Pairs (2,100 lbs Total Weight)	2,100.00	2,100.00
6	EZR-45	**Olympic Rubber Grip Plate 45lb**	45.00	270.00
4	EZR-35	**Olympic Rubber Grip Plates 35**lbs	35.00	140.00
4	EZR-25	**Olympic Rubber Grip Plates 25**lbs	25.00	100.00
8	EZR-10	**Olympic Rubber Grip Plates 10**lbs	10.00	80.00
6	EZR-05	**Olympic Rubber Grip Plates 5lb**s	5.00	30.00
4	EZR-02.5	**Olympic Rubber Grip Plates 2.5**lbs	2.50	10.00

CONTINUED

QUOTE

Promaxima Manufacturing, LTD

5310 Ashbrook
Houston, TX 77081
(800) 231-6652
Fax: (713) 667-9941

QUOTE NUMBER: 0140609
QUOTE DATE: 5/20/2014
EXPIRATION DATE: 12/31/5999

CUSTOMER NO: 00-TE78501

QUOTE TO:
TEXAS DEPARTMENT OF PUBLIC SAFETY
1414 BICENTANIAL
Mcallen, TX 78501

SHIP TO:
TEXAS DEPARTMENT OF PUBLIC SAFETY
1414 BICENTANIAL
Mcallen, TX 78501

ATTN: JOE RODRIGUEZ/ CARMEN AMAYA
Phone: (956) 565-7100
Fax:

DELIVERY INFO: jose.rodrigueziii@dps.texas.go
SALESPERSON: Phil Zierold

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
	PROMAXIMA		Due on Delivery

QUANTITY REQD	ITEM NO. DROP SHIP?	DESCRIPTION	UNIT PRICE	AMOUNT
		Freight Charge		650.00
1		Installation	475.00	475.00

Net Order:	18,014.00
Sales Tax:	0.00
Order Total:	**18,014.00**

INTRA-DEPARTMENTAL TRANSFER

DATE: June 3, 2014
DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney
DEPARTMENT NAME: District Attorney's Office
ACCOUNT NUMBER: 4-1223-412-00-080-007-0-XXX - Investigation Fund
Subject: **Intradepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C**

CONTACT PERSON: Roy Cazares PHONE: (956) 318-23(

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer/s (transfer in/out) (increase/dec
accordance with Local Government Code, Chapter 11, Subchapter C.

FROM			TO	
OBJECT CODE	**ACCOUNT (OBJECT) NAME**		**OBJECT CODE**	**OBJECT NAME**
890	Other	→	748	Other Equipment
890	Other	→	664	Other Minor Equipment
890	Other	→	619	Other Miscellaneous supplies
		→		
		→		
		→		
		→		
		→		
		→		
		→		

TOTAL

REASON:
Monies will be used to purchase exercise equipment for the McAllen DPS facility.

ROY CAZARES FOR
CRIMINAL DISTRICT

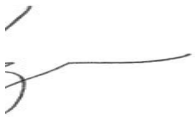
APPROVED COMMISSIONERS' COURT / / DATE ATTEST COUNTY CI

INTRA-DEPARTMENTAL TRANSFER

00 ext. 758

crease) in

AMOUNT	
$	15,705.00
$	1,673.00
$	636.00
$	-
$	-
$	-
$	-
$	-
$	-
$	-
$	**18,014.00**



RENE GUERRA
ATTORNEY

LERK

AI-44800 **District Attorney 10. B.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

Approval of the following expenses in accordance with Exiting Officials Expenditure Policy:

Vendor	Amount	Item	Purpose of Expense
Texas Bar CLE	$695.00	Registration	2014 Advanced Criminal Law Seminar
Rene Guerra	$369.60	Mileage Reimbursement	Attend 2014 Advanced Criminal Law Seminar
Rene Guerra	$744.12	Lodging	The Westin Galleria Houston
Rene Guerra	$186.00	Meals	Attend 2014 Advanced Criminal Law Seminar-7/20/2014-7/24/2014
Total	**$1,994.72**		

BACKGROUND

Mr. Guerra will be attending the 2014 Advanced Criminal Law Seminar in Houston from July 20, 2014 -- July 24, 2014.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-412-00-080-002-0-583/584

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

BUDGETARY IMPACT:

Funding available as of 6-4-14
Requisition# 258090
Requisition# 258087

Attachments

DATXBARCLE

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/30/2014 11:43 AM
Manuel Chapa	Manuel Chapa	06/06/2014 04:28 PM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Roy Cazares Started On: 05/30/2014 10:56 AM

Final Approval Date: 06/13/2014

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Event Information

Advanced Criminal Law Course 2014 (live)
Houston - Jul 21-24, 2014
MCLE Credit: 24 hrs (includes 5.25 hrs ethics)
MCLE No: 901289748
More Info

Westin Galleria Hotel
5060 West Alabama
Houston, TX 77056
(713) 960-8100

Early Bird Registration: **$645.00**
(Regular Course Fee: $695.00)
Note: Early Bird Registration ends Monday, July 07, 2014

REGISTER NOW

AI-45053 **Sheriff's Office 11. A.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Discussion, authorization, and approval to execute the Operation Stonegarden 2011 Supplemental Grant Sub-Recipient Interlocal Agreement from the Governor's Division of Emergency Management (Texas Department of Public Safety) between the County of Hidalgo and the City Police Departments of Hidalgo, Mission, and Pharr.

2. Sheriff Office 2011 Supplemental Operation Stonegarden Grant (1284):
Approval to appropriate the following city budgets for awarded amounts pursuant to sub-recipient interlocal agreements with the County of Hidalgo for the Operation Stonegarden Grant from the Governor's Division of Emergency Management (Texas Department of Public Safety):

	City of	Amount
1	Hidalgo	57,388.92
2	Mission	119,576.79
3	Pharr	187,200.22
4	Texas Dept. of Public Safety (DPS) (To allocate at later date)	97,981.33
TOTAL		462,147.26

BACKGROUND

On 05/31/11, Commissioners' Court approved applying for the FY2011 Operation Stonegarden Grant from the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA). (Agenda Item No. 26844)

On 05/08/12, Commissioners' Court approved the acceptance of the grant from the Department of Homeland Security FEMA (AI-32136). Certification of Revenues letter was also approved on 5-8-12 AI#32136 (800,817.00)

SAA Award Number: 11-SR-48215-01
Federal Grant Award Number: EMW-2011-SS-0019
Grant Period: 09/01/11 to 08/31/13
New termination date: 8/15/14

The Supplemental 2011 Operation Stonegarden grant award is for $528,560.26 of which $66,413.00 is for the Hidalgo County PCT. 3. The remaining balance of $462,147.26 is assigned to 3 (three) Hidalgo County city police departments within Hidalgo County and Texas Department of Public Safety (DPS).

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1284-480-00-280-XXX-4-XXX

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

BUDGETARY IMPACT:

No local match is required.

Attachments

BA Hidalgo

BA Mission

BA Pharr

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	06/13/2014 03:27 PM
Budget & Management	Debbie Tamez	06/13/2014 05:03 PM
Manuel Chapa	Debbie Tamez	06/13/2014 05:13 PM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 06/13/2014

Final Approval Date: 06/13/2014

DATE: June 13, 2014
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--City of Hidalgo
ACCOUNT NUMBER: 4-1284-480-00-280-049-4-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
4-1284-480-00-280-049-4-131	Stonegarden City of Hidalgo--Overtime	51,240.00
4-1284-480-00-280-049-4-220	Stonegarden City of Hidalgo--FICA	3,919.86
4-1284-480-00-280-049-4-230	Stonegarden City of Hidalgo--Retirement	451.03
4-1284-480-00-280-049-4-260	Stonegarden City of Hidalgo--Worker's Comp.	1,778.03
	TOTAL APPROPRIATIONS	57,388.92
4-1284-331-12-280-049-4-000	Operation Stonegarden 2011 Supplemental--City of Hidalgo	57,388.92
	TOTAL REVENUES	57,388.92

REASON: **To appropriate budget for the Operation Stonegarden 2011 Supplemental Sub-Repicient Grant Award to the City of Hidalgo from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2011-SS-00019; SAA Award 11-GA48215-04
Grant Period: September 1, 2011 to August 15, 2014

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: June 13, 2014
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--City of Mission
ACCOUNT NUMBER: 4-1284-480-00-280-054-4-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
4-1284-480-00-280-054-4-131	Stonegarden City of Mission--Overtime	94,512.00
4-1284-480-00-280-054-4-220	Stonegarden City of Mission--FICA	7,230.17
4-1284-480-00-280-054-4-230	Stonegarden City of Mission--Retirement	7,523.16
4-1284-480-00-280-054-4-260	Stonegarden City of Mission--Worker's Comp.	3,591.46
4-1284-480-00-280-054-4-581	Stonegarden City of Mission--Travel in County	6,720.00
	TOTAL APPROPRIATIONS	119,576.79
4-1284-331-12-280-054-4-000	Operation Stonegarden 2011 Supplemental--City of Mission	119,576.79
	TOTAL REVENUES	119,576.79

REASON: To appropriate budget for the Operation Stonegarden 2011 Supplemental Sub-Repicient Grant Award to the City of Mission from the Department of Homeland Security FEMA.

Federal Grant Award #EMW-2011-SS-00019; SSA Award 11-GA-48215-04
Grant Period: September 1, 2011 to August 15, 2014

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: June 13, 2014

DEPARTMENT HEAD: Sheriff Guadalupe J.E. "Eddie" Guerra

DEPARTMENT NAME: Stonegarden--City of Pharr

ACCOUNT NUMBER: 4-1284-480-00-280-053-4-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
4-1284-480-00-280-053-4-131	Stonegarden City of Pharr--Overtime	153,720.00
4-1284-480-00-280-053-4-220	Stonegarden City of Pharr--FICA	11,759.58
4-1284-480-00-280-053-4-230	Stonegarden City of Pharr--Retirement	10,760.40
4-1284-480-00-280-053-4-260	Stonegarden City of Pharr--Worker's Comp.	6,348.64
4-1284-480-00-280-053-4-581	Stonegarden City of Pharr--Travel in County	4,611.60
	TOTAL APPROPRIATIONS	187,200.22
4-1284-331-12-280-053-4-000	Operation Stonegarden 2011 Supplemental-- City of Pharr	187,200.22
	TOTAL REVENUES	187,200.22

REASON: To appropriate budget for the Operation Stonegarden 2011 Supplemental Sub-Repicient Grant Award to the City of Pharr from the Department of Homeland Security FEMA.

Federal Grant Award #EMW-2011-SS-00019; SAA Award 11-GA-48215-04

Grant Period: September 1, 2011 to August 15, 2014

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-45068 **Sheriff's Office 11. B.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff Office 2011 Operation Stonegarden Grant (1284):
1. Approval to appropriate the following budgets for additional awarded amounts pursuant to amended sub-recipient interlocal agreements with the County of Hidalgo for the Operation Stonegarden Grant from the Governor's Division of Emergency Management (Texas Department of Public Safety):

2. Discussion, authorization, and approval to execute amendments to the Operation Stonegarden Grant Sub-Recipient Interlocal Agreement from the Governor's Division of Emergency Management (Texas Department of Public Safety) between the County of Hidalgo and the City Police Departments of Hidalgo, Mission, Pharr, and the Texas Department of Public Safety.

	Sub-recepient	Additional Funding	Total Award
1	Hidalgo	57,388.92	69,252.71
2	Mission	119,576.79	221,695.22
3	Pharr	187,200.22	279,967.66
4	Texas Dept. of Public Safety	97,981.33	97,981.33
	Total	**462,147.26**	668,896.92

BACKGROUND

On 05/31/11, Commissioners' Court approved applying for the FY2011 Operation Stonegarden Grant from the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA). (AI# 26844)

On 05/8/12, Commissioners' Court approved the acceptance of the grant from the Department of Homeland Security FEMA (AI#43734). Certification of Revenues letter was approved on 5/8/12 AI#32136 ($800,817.00).

SAA Award Number: 11-SR-48215-01
Federal Grant Award Number: EMW-2011-SS-00019
Grant Period: 09/01/11 to 08/31/13 extended to 8/15/14.

The remaining balance of $528,560.26 is assigned to Hidalgo County PCT. 3, and 3 city police departments within Hidalgo County and the Texas Department of Public Safety (TXDPS).

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1284-480-00-280-XXX-4-XXX

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

BUDGETARY IMPACT:

	Subrecepient	Expenditure Acct. #	Revenue Acct. #	Amount
1	City of Hidalgo	4-1284-480-00-280-049-4-XXX	4-1284-331-12-280-049-4-000	57,388.92
2	City of Mission	4-1284-480-00-280-054-4-XXX	4-1284-331-12-280-054-4-000	119,576.79
3	City of Pharr	4-1284-480-00-280-053-4-XXX	4-1284-331-12-280-053-4-000	187,200.22
4	Texas Dept. of Public Safety	4-1284-480-00-280-090-XXX	4-1284-331-12-280-090-4-000	97,981.33
	TOTAL			462,147.26

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Approval of the appropriation of funds for the 2011 Operation Stonegarden Grant in the amount of $528,560.26 (3 cities, Constable PCT. 3, and TXDPS).

Constable appropriation as follows:
PCT. 3 6/17/14 AI#45049 $66,413.00

Attachments

1
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Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	06/13/2014 04:55 PM
Budget & Management	Debbie Tamez	06/13/2014 05:04 PM
Manuel Chapa	Debbie Tamez	06/13/2014 05:14 PM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 06/13/2014

Final Approval Date: 06/13/2014

U.S. Department of Homeland Security
Washington, DC 20472

FEMA

FY2011 OPSG Approval Texas – Hidalgo 14-MCAMCA-06-001 V0

June 12, 2014

Arturo Mendez
Texas Homeland Security State Administrative Agency
PO Box 4087
Austin, TX 78773

Dear Mr. Mendez:

Please be advised that, based on the Department of Homeland Security, Federal Emergency Management Agency's (FEMA) Operation Stonegarden Grant Program (OPSG) guidelines and special conditions associated with this program, the below referenced Operations Order is *approved*:

Operations Order No: 14-MCAMCA-06-001 V0
Fiscal Year: 2011
Amount Approved: $528,560.26
Operations Order Dates: 6/1/2014 to 7/31/2014
Recipient: Hidalgo County, Texas

Expenditures from the Operations Order that were reviewed and approved by FEMA and U.S. Customs and Border Protection/Border Patrol (CBP) include: overtime and fringe costs, fuel and maintenance costs. These expenses will assist the County in conducting border centric, intelligence driven operations with the goal of reduction or elimination of threat, risk and vulnerability along our Nations' borders.

Please find the below special conditions associated with OPSG and retain this letter for your grant files. If you have any questions, please feel free to contact me at (202) 786-9668.

Sincerely,

Corey Walz

Corey Walz
Program Analyst
U.S. Department of Homeland Security
Federal Emergency Management Agency
Grant Programs Directorate

Cc: U.S. Customs and Border Protection/ Border Patrol

The following Special Conditions are associated with this Operation Stonegarden award:

1. Construction and construction-type activities are prohibited.
2. Lethal or less than lethal forces including, but not limited to: weapons, firearms, ammunition and tasers are prohibited.
3. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412), the sum of all personnel related expenses shall not exceed 50% of the recipient's allocation without first obtaining a waiver from the FEMA Administrator.
4. All participating agencies shall monitor, review and track expenditures of OPSG funds under individual Operations Orders issued. Participating agencies shall not obligate, and/or encumber OPSG grant funds beyond the total of their allocation issued by FEMA.
5. The Operations Order has been reviewed and approved under the Environmental and Historic Preservation Program (EHP) guidelines as being categorically excluded from further EHP review.
6. Recipients must submit a letter of justification for all proposed vehicles or equipment items in excess of $100,000. This justification will be reviewed by CBP and FEMA.

U.S. Department of Homeland Security
Washington, DC 20472
www.fema.gov

FEMA

June 12, 2014

Arturo Mendez
Texas Homeland Security State Administrative Agency
PO Box 4087
Austin, TX 78773

RE: FY 2011, OPS Order # 14-MCAMCA-06-001 V0

Dear Mr. Mendez:

The Grant Programs Directorate has reviewed the request submitted by Hidalgo, Texas to waive the 50% personnel cap imposed by Section 2008 of the Homeland Security Act of 2002, Public Law 107-296, as amended (6 U.S.C. § 609).

Hidalgo County has requested to expend $1,086,326.42 or 76 percent of its total FY 2011 Operation Stonegarden Grant Program allocation of $1,429,377.25 on operational overtime and related personnel costs.

This request has been determined to be consistent with the goals and objectives of the overall State Homeland Security Strategy and necessary for the continued success of border security operations. This request is hereby approved pursuant to the waiver authority provided by 6 U.S.C § 609 (b)(2)(B).

As a reminder, future personnel waiver requests must also be submitted to the Grant Programs Directorate for prior approval. Please contact your Program Analyst, Corey Walz, at 202-786-9668 if you have any questions.

Sincerely,

Brian E. Kamoie
Assistant Administrator for Grant Programs

CC: C. Gary Rogers, Acting Director, Preparedness Grants Division
Corey Walz, Program Analyst
Official Grant File

Texas Department of Public Safety

2011 Grant Adjustment Notice

for

Hidalgo County

Date of Award

June 11, 2014

1. Sub-Recipient Name and Address	2. Prepared by: Lara, Pete H.	3. Award Number: 11-GA 48215-04
Judge Ramon Garcia Hidalgo County 302 W. University Edinburg, TX 78539	**4. Federal Grant Information**	
	Federal Grant Title:	**Homeland Security Grant Program**
	Federal Grant Award Number:	EMW-2011-SS-00019
	Date Federal Grant Awarded to TxDPS:	September 1, 2011
	Federal Granting Agency:	Department of Homeland Security FEMA Grant Programs Directorate

5. Award Amount and Grant Breakdowns

OPSG Award Amount
(Federal)
CFDA: 97.067

$1,329,377.26

NOTE: Match requirement details can be found in the federal guidance for the grant named in Box 4 above.

Grant Period:

FROM: Sep 1, 2011

TO: Aug 15, 2014

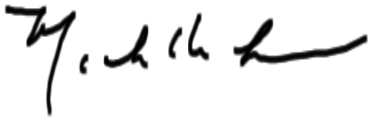
(The SAA Must receive all invoices by the end of grant period)

6. Statutory Authority for Grant: This project is supported under the Department of Homeland Security Appropriations Act of 2010 (Public Law 111-83).

7. Method of Payment: Primary method is reimbursement.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred,suspended, proposed for debarment,en_US declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www.epls.gov.2.8.9029.0

9. Agency Approval

Approving TxDPS Official:	Signature of TxDPS Official:
Machelle Pharr, Deputy Assistant Director State Administrative Agency Texas Department of Public Safety	

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:	Signature of Sub-Recipient Official:

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:	12. Date Signed :

13. DUE DATE: **June 30, 2014**

Signed award and Direct Deposit Form (if applicable) must be returned to TxDPS on or before the above due date.

DATE: June 13, 2014
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--City of Hidalgo
ACCOUNT NUMBER: 4-1284-480-00-280-049-4-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
4-1284-480-00-280-049-4-131	Stonegarden City of Hidalgo--Overtime	51,240.00
4-1284-480-00-280-049-4-220	Stonegarden City of Hidalgo--FICA	3,919.86
4-1284-480-00-280-049-4-230	Stonegarden City of Hidalgo--Retirement	451.03
4-1284-480-00-280-049-4-260	Stonegarden City of Hidalgo--Worker's Comp.	1,778.03
	TOTAL APPROPRIATIONS	57,388.92
4-1284-331-12-280-049-4-000	Operation Stonegarden 2011 Supplemental--City of Hidalgo	57,388.92
	TOTAL REVENUES	57,388.92

REASON: **To appropriate budget for the Operation Stonegarden 2011 Supplemental Sub-Repicient Grant Award to the City of Hidalgo from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2011-SS-00019; SAA Award 11-GA48215-04
Grant Period: September 1, 2011 to August 15, 2014

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: June 13, 2014
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--City of Mission
ACCOUNT NUMBER: 4-1284-480-00-280-054-4-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
4-1284-480-00-280-054-4-131	Stonegarden City of Mission--Overtime	94,512.00
4-1284-480-00-280-054-4-220	Stonegarden City of Mission--FICA	7,230.17
4-1284-480-00-280-054-4-230	Stonegarden City of Mission--Retirement	7,523.16
4-1284-480-00-280-054-4-260	Stonegarden City of Mission--Worker's Comp.	3,591.46
4-1284-480-00-280-054-4-581	Stonegarden City of Mission--Travel in County	6,720.00
	TOTAL APPROPRIATIONS	119,576.79
4-1284-331-12-280-054-4-000	Operation Stonegarden 2011 Supplemental--City of Mission	119,576.79
	TOTAL REVENUES	119,576.79

REASON: To appropriate budget for the Operation Stonegarden 2011 Supplemental Sub-Repicient Grant Award to the City of Mission from the Department of Homeland Security FEMA.

Federal Grant Award #EMW-2011-SS-00019; SSA Award 11-GA-48215-04
Grant Period: September 1, 2011 to August 15, 2014

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: June 13, 2014

DEPARTMENT HEAD: Sheriff Guadalupe J.E. "Eddie" Guerra

DEPARTMENT NAME: Stonegarden--City of Pharr

ACCOUNT NUMBER: 4-1284-480-00-280-053-4-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
4-1284-480-00-280-053-4-131	Stonegarden City of Pharr--Overtime	153,720.00
4-1284-480-00-280-053-4-220	Stonegarden City of Pharr--FICA	11,759.58
4-1284-480-00-280-053-4-230	Stonegarden City of Pharr--Retirement	10,760.40
4-1284-480-00-280-053-4-260	Stonegarden City of Pharr--Worker's Comp.	6,348.64
4-1284-480-00-280-053-4-581	Stonegarden City of Pharr--Travel in County	4,611.60
	TOTAL APPROPRIATIONS	187,200.22
4-1284-331-12-280-053-4-000	Operation Stonegarden 2011 Supplemental-- City of Pharr	187,200.22
	TOTAL REVENUES	187,200.22

REASON: To appropriate budget for the Operation Stonegarden 2011 Supplemental Sub-Repicient Grant Award to the City of Pharr from the Department of Homeland Security FEMA.

Federal Grant Award #EMW-2011-SS-00019; SAA Award 11-GA-48215-04

Grant Period: September 1, 2011 to August 15, 2014

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: June 13, 2014
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--TXDPS
ACCOUNT NUMBER: 4-1284-480-00-280-090-4-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
4-1284-480-00-280-090-4-131	Stonegarden TXDPS--Overtime	97,981.33

	TOTAL APPROPRIATIONS	97,981.33
4-1284-331-12-280-053-4-000	Operation Stonegarden 2011 Supplemental--TXDPS	97,981.33
	TOTAL REVENUES	97,981.33

REASON: **To appropriate budget for the Operation Stonegarden 2011 Supplemental Sub-Repicient Grant Award to the TXDPS from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2011-SS-00019; SAA Award 11-GA-48215-04
Grant Period: September 1, 2011 to August 15, 2014

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-44994 **Sheriff's Office 11. C.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Authorization to accept the Grant Adjustment Notice in reference to Operation Stonegarden FY 2012 Supplemental award of $1,015,824.82 and authorization for County Judge, as authorized official, to sign (and initial) required documents.
2. Authorization to accept the extension of grant to new termination date of 8/15/14 as noted on the Grant Adjustment Notice (GAN).
3. Authorization to pay Overtime reimbursable under the grant terms and conditions.
4. Approval of Certification of Revenues as certified by the County Auditor for the FY 2012 Operation Stonegarden Grant Supplemental.
5. Approval to appropriate the budget for Sheriff's Office portion of the FY 2012 Operation Stonegarden Grant Supplemental in the amount of $168,221.42.

BACKGROUND

On 4/2/13, Commissioners' Court approved the acceptance of the FY 2012 Operation Stonegarden Grant (1st phase) from the Department of Homeland Security, FEMA (AI#37958).

SAA Award No. 12-GA-48215-06 Federal Grant Award No. EMW-2012-SS-00018-S01

New termination date: 8/15/14

Participating State Agencies: Texas Department of Public Safety (DPS), Texas Parks and Wildlife Department (TPWD), and Office of the Attorney General (OAG).

Revised award amount of $3,115,631.78 does include the appropriation of Supplemental ($1,015,824.82) which is added to the original award amount ($2,099,806.96) for total on Grant Adjustment Notice (GAN).

Appropriations of the respective three (3) state agencies budgets (totaling $847,603.40) will be submitted at a later date.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 4-1284-421-00-280-047-5-xxx

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

BUDGETARY IMPACT:

Approval of 2014 appropriation of funds for the 2012 Operation Stonegarden Grant in the amount of $168,221.42.

Attachments

OPS Order
REVISED GAN
Appropriation
GAN
Approval
waiver
cor

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	06/12/2014 10:50 AM
Budget & Management	Debbie Tamez	06/13/2014 09:22 AM
Manuel Chapa	Debbie Tamez	06/13/2014 11:55 AM
Rosalinda Cantu	Debbie Tamez	06/13/2014 11:56 AM
Obdett Calzada	Obdett Calzada	06/13/2014 05:28 PM
Manuel Chapa	Manuel Chapa	06/13/2014 05:30 PM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 06/12/2014

Final Approval Date: 06/13/2014

OPSG Operations Order Worksheet

Date Received from the Field:	06/04/14
Date the Operations Order was Worked by OBP Ops:	06/06/14
Operations Order Number:	14-MCAMCA-06-002 Version 0
Operation start date:	06/01/2014

County:	Hidalgo	**Grant Year:**	**2012**
State:	Texas		
Sector:	Rio Grande Valley	**FY Award Amount/Balance:**	**$0.00**
Does the OpOrder OT Request Exceed 50% of the award? (Letter is needed if OT is over 50% because of Price Act):	Yes	Overtime:	$828,059.22
		Fringe:	$0.00
		Equipment:	$0.00
OT Justification Letter Attached?:	Yes	Fuel:	$12,096.00
Vehicle Justification Letter?:	N/A	Maintanence:	$0.00
		Milelage:	$76,117.60
		Travel:	$99,552.00
Date Forwarded to SPPA:	6/6/2014	County M&A:	$0.00
		Total	$1,015,824.82

NOTES: None

Reviewed by: *Gonzalo Ortega Jr OPO Ops E/C*

Op. approved by: *Christopher S Cruce (A)Associate Chief STC - Ops East/Central*

Kicked Back?:	No
Date of Kick Back:	N/A
Reason for Kick Back:	N/A
Date Returned from the Field:	N/A
Kicked Back a Second Time?:	N/A

NOTES:

U.S. Department of Homeland Security
Bureau of Customs and Border Protection
Operations Order Report

Op Order Name: OPSG OO Texas Hidalgo FY12 (OPSS2) Supplemental
Op Order Number: 14-MCAMCA-06-002 Version 0
Op Dates: **From:** 6/1/2014 **to:** 7/31/2014
Report Date: 6/4/2014

Executive Summary

The Sheriff's Office maintains a collaborative working relationship with all local, state, and/or federal authorities. The Hidalgo County Sheriff's Office, as a participating entity with Operation Stonegarden 2012, with the assistance of four of the fifteen participating local law enforcement agencies, the Office of the Attorney General (OAG), the Texas Parks and Wildlife (TPW), and the Texas Department of Public Safety will participate in Operation STRONG SAFETY 2014.

Operation STRONG SAFETY 2014 will be a coordinated state, federal and local border security surge operation over an extended period of time, beginning on June 1, 2014. Agencies participating in the operation will deploy available ground, air, and maritime assets to conduct fixed and mobile patrols of access points to known trafficking corridors in the immediate vicinity of the Rio Grande River. The initial focus of the operation will be to deter or interdict illegal trafficking in USBP Zones 6-10, which include border areas from Cage Blvd./I-69 in Pharr to Guadalupe Flores Street in Sullivan City and all border areas in between, with supporting operations extending east and west of this area.

I. SITUATION

A. General Situation:

Hidalgo County is located within the area of responsibility of the Rio Grande Valley Sector, Weslaco/McAllen Border Patrol Stations. Hidalgo County's is the eighth largest county in the State of Texas and consist of 1,569 square miles and shares approximately 75 miles of international border with the Republic of Mexico, jurisdiction includes a number of ingress/egress routes that lead to and from the immediate southern international boundaries/Rio Grande River border area. Additionally, the County's jurisdiction includes a number of Ports of Entries, Progresso, Donna, Pharr, Hidalgo, Los Ebanos (manual ferry/barge crossing) and Mission, numerous major thoroughfares ways such as U.S. Expressway 83 which runs parallel east and west along the Rio Grande River, U.S. 281 which leads in and out of the County in a north and south direction plus numerous highly traveled arteries.

Hidalgo County is located between Cameron County on the east, Starr County to the west, and Jim Hogg and Willacy County to the North. Hidalgo County's population according to the 2010 U.S. Census was 797,810; rural population consists of over 237,000.

Hidalgo County Sheriff's Office consists of two major divisions, detention and law enforcement. The detention facility which houses 1,200 inmates is staffed by 337 certified detention officers, law enforcement division consist of 279 certified law enforcement personnel, combined total of 616. In addition, HCSO has a civilian support staff which consists of 146 personnel. Hidalgo County is unique in comparison with other counties within Texas. Hidalgo County consists of twenty local municipalities each having its own law enforcement entity, plus four (precincts) Constables Office. Hidalgo County Sheriff's Office currently has four (4) LEAs participating in Operation Stonegarden 2012 Supplemental.

B. Terrain/Weather:

Hidalgo County comprises 1,569 square miles (4,130 km2) of the Rio Grande delta. The northern part of the county has sandy and light loamy soils over deep reddish or mottled, clayey sub soils, in some areas limestone lies within forty inches from the surface. The southern part of the county has moderately deep to deep loamy surfaces over clayey sub soils. Along the Rio Grande brown to red clays occur.

Hidalgo County is in the South Texas Plains vegetation area, which features grasses, mesquite, live oaks, and chaparral. The climate is subtropical and sub-humid. Temperatures range from an average low of 47 °F/8 °C in January to an average high to 96°F/36°C in July; the average annual temperature is 73°F/23°C. Rainfall averages 23 inches (580 mm) a year, and the growing season lasts for 320 days of the year.

C. Criminal Element:

Organized Criminal organization both in Mexico and in United States soil use identified routes of ingress and egress through Hidalgo County to include (but not limited to) U.S. Highways 107, 281, and Expressway 83, to further their criminal enterprise. Intelligence information, to include prior statistical data, indicates that these are the primary routes utilized by the criminal element to further their illegal entry and smuggling activities to locations throughout the United States.

D. Friendly Forces:

FEDERAL
- U.S. Border Patrol
- Immigration and Customs Enforcement
- Federal Bureau of Investigation
- Drug Enforcement Administration
- Alcohol, Tobacco, Firearms, and Explosives
- U.S. Marshall's Service

STATE
- Texas Department of Public Safety
- Office of the Attorney General - Law Enforcement Division

- Texas Parks and Wildlife

LOCAL
- Hidalgo County Sheriff's Office
- Hidalgo County Constable PCT 2
- Hidalgo County Constable PCT 3
- Hidalgo County Constable PCT 4
- Alamo Police Department
- Donna Police Department
- Edinburg Police Department
- Hidalgo Police Department
- La Joya Police Department
- Mercedes Police Department
- Mission Police Department
- Palmview Police Department
- Peñitas Police Department
- Pharr Police Department
- San Juan Police Department
- Weslaco Police Department

II. MISSION

The mission of the Hidalgo County Sheriff's Office along with four of the fifteen participating law enforcement agencies, the Office of the Attorney General, the Texas Parks and Wildlife, and the Texas Department of Public Safety will be to provide an enhanced high law enforcement visibility and capability within each LEA jurisdictional specific areas of responsibilities and strategic points within, that will substantially increase the probability of identification and/or apprehension of criminal elements operating within the same. The Sheriff's Office and four of the fifteen participating LEAs will accomplish this mission by working with identified agencies that include the U.S. Border Patrol, the Texas Department of Public Safety, and any other State or Federal law enforcement entity.

Funding obtained through OPSG 2012 will be utilized to accomplish a high visibility enforcement presence that will detect, deter and/or interdict criminal and/or terrorist activity occurring in and/around Hidalgo County. This will be accomplished through utilization of overtime as a force multiplier, operational cost such as fuel or mileage, and acquisition of specialized equipment and vehicles.

III. EXECUTION

A. Management/Supervisor Intent:

Hidalgo County and the participating local agencies will enforce local/state laws within their jurisdiction and will not enforce immigration laws on behalf of CBP/Border Patrol. Each participating agency will conduct enforcement activities that have a nexus and contribute to border security. Through collaboration with

participating agencies, targeted areas of the county will increase the capability to prevent, protect against, and respond to border security issues. The collective collaboration of the participating agencies will provide an opportunity for intelligence based operations and further refinement of deployment strategies.

B. General Concept:

Through OPSG 2012 approved funding, participating agencies will enhance their current deployment capabilities through expenditure of overtime and mileage. Deployment strategies will be adjusted based on intelligence information and historical data that supports the need for increased operations within certain areas of the county. Intelligence liaisons between the U.S. Border Patrol, Weslaco and McAllen Station and the participating agencies, will facilitate the exchange of information to ensure resource deployments are consistent with current and developing intelligence information.

The Operation will center its efforts around the prevention, detection and interdiction of crimes and criminals who have a border security nexus. Operation Stonegarden does not authorize extension of Federal authority to State or local law enforcement agencies to enforce Federal immigration laws. When Federal immigration violations are encountered, state and local agencies may refer those violations to the Border Patrol for appropriate action.

C. Specific Responsibilities:

1. Hidalgo County Sheriff's Office (HCSO):
Hidalgo County Sheriff's Office, in conjunction with Texas DPS and Border Patrol under Operation STRONG SAFETY 2014, will increase law enforcement presence/patrol activity in the area surrounding Weslaco, Mission and McAllen Border Patrol Stations' Critical Transit Nodes (Expressway 83, Highway 281, and Military Highway 281). During OPSG 12 Supplemental HCSO will provide uniformed deputies in marked vehicles to actively monitor US Expressway 83, Highway 281, Military Highway 1016, FM 492, Loop 374, FM 886, FM 2221, State Highway 107, FM 1925 and corridors between the Border Patrol checkpoints and border egress routes including, FM 907, FM 2812, FM 681, FM 1015, FM 491, FM 88, FM 493, FM 186, FM 1017, and FM 490.
HCSO uniformed personnel will enforce state law and local ordinances against violators in the target areas to help reduce criminal activity associated with drugs, human, weapons and U.S. Currency smuggling and any and all criminal activity that places our citizens at risk of endangerment. HCSCO will assist Texas DPS and Border Patrol to monitor the US/ Mexico Border that is in the USBP Zones 6-10.

2. Office of the Attorney General (OAG) - Law Enforcement Division
The Office of the Attorney General- Law Enforcement Division, in conjunction with Federal, State and local partners participating in Operation STRONG SAFETY 2014, will limit illegal activities in their community, especially along the jurisdiction bordering Mexico along the Rio Grande River, and southern border ports of entry One of the main purposes of this operation is to assist in the reduction of threats in border incursions, which include drug trafficking and

human smuggling, among other increases in border violence. Their efforts to obtain these objectives will be by increasing law enforcement presence and special operations on routes of border egress and monitor the US/ Mexico Border that is in the USBP Zones 6-10.

3. Texas Parks and Wildlife (TPW)
The Texas Parks and Wildlife Department, in conjunction with Federal, State and local partners participating in Operation STRONG SAFETY 2014, will limit illegal activities in their community, especially along the jurisdiction bordering Mexico along the Rio Grande River, and southern border ports of entry One of the main purposes of this operation is to assist in the reduction of threats in border incursions, which include drug trafficking and human smuggling, among other increases in border violence. Their efforts to obtain these objectives will be by increasing law enforcement presence and special operations on routes of border egress and monitor the US/ Mexico Border that is in the USBP Zones 6-10.

4. Texas Department of Public Safety (DPS)
The Texas Department of Public Safety, in conjunction with Federal, State and local partners participating in Operation STRONG SAFETY 2014, will limit illegal activities in their community, especially along the jurisdiction bordering Mexico along the Rio Grande River, and southern border ports of entry One of the main purposes of this operation is to assist in the reduction of threats in border incursions, which include drug trafficking and human smuggling, among other increases in border violence. Their efforts to obtain these objectives will be by increasing law enforcement presence and special operations on routes of border egress and monitor the US/ Mexico Border that is in the USBP Zones 6-10.

D. Coordinating Instructions:

The RGV Sector Chief Patrol Agent will have operational oversight and in coordination/collaboration with OPSG stakeholders, will determine which areas will be the focus of operations. The sector and local participating agencies will be executing a quarterly OPSG operational plan for submission to OBP. RGV Sector stations will be responsible for OPSG related enforcement activities and intelligence sharing within their respective AORs. An Incident Command System (ICS) may be utilized to facilitate sector-wide coordination and monitoring of OPSG activities as warranted during special operations. RGV Sector stations along with State and local representatives will ensure daily OPSG activities within their respective AOR are monitored and reported accordingly. Border Patrol Stations will be responsible for reporting OPSG related intelligence to the RGV Sector Office of Intelligence (RGV-OI) as appropriate.

Each participating OPSG agency will have a designated management representative as noted in the Command and Control section of this operational plan.

Activity Reporting-
At the conclusion of each shift/operation, OPSG state/local law enforcement officers will complete an Activity Report (AR). The AR will be submitted via email to Sector Headquarters and County Headquarters. The Sector OPSG Group will be responsible for compiling daily activity reports and the Hidalgo County

Auditor's Office will be responsible for tracking OPSG expenditures. Weekly Activity and After-Action Reports will be completed by the Sector OPSG Group and submitted via email to OBP.

Information Sharing-
All source documents (e.g. arrest reports, citations, field interviews, etc.) will be sent to RGV-OI for evaluation. Items of interest will be developed by the RGV-OI and forwarded to station Lead Border Patrol Agents (LBPAs), Participating Agencies, and the OPSG IPT for action.

Intelligence Products-
Intelligence products including mapping, trend analysis, community impact, and target files will be developed via a collaborative effort between RGV-OI and the participating agencies.

Performance Metrics-
OPSG impact on border security and public safety will be gauged by several mechanisms:

• Statistically tracked events such as traffic stops, citations, misdemeanor/felony arrests, and contraband seizures in OPSG target areas
• Intelligence evaluation of OPSG effect on targeted criminal organizations and their activities
• Third party indicators ascertained via crime statistical analysis and community impact data developed by the participating agency.

IV. ADMINISTRATION/LOGISTICS

A. Cost Estimates/Funding Issues:

Operation STRONG SAFETY 2014 (June 1, 2014 through July 31, 2014)	
Hidalgo County Sheriff's Office (4 locations)	
2,928 Operational overtime hours (deputies) @ $34.43 OT rate	
732 Operational overtime hours (supervisor) @ $41.66 OT rate	
Total overtime and fringe	$159,681.42
Mileage 15,250 miles X 0.560 per mile	$8,540.00
Subtotal:	**$168,221.42**
Office of the Attorney General- Law Enforcement Division	
163 Operational OT hours @ $48.00 Avg. OT rate	
Total overtime and fringe:	$10,144.00
Travel, Lodging and per diem	
For deployed Law Enforcement Personnel	
$86.00 Hotel + $36.00 per Diem * 48 operational days	$11,712.00
* 2 investigators per week	
Mileage 4,960 miles X 0.560 per mile	$2,777.60

Subtotal:	**$24,633.60**
Texas Parks and Wildlife 2,160 Operational OT hours @ $54.77 Avg. OT rate Total overtime and fringe:	$127,353.60
Travel, Lodging and per diem For deployed Law Enforcement Personnel $86.00 Hotel + $36.00 per Diem * 60 operational days For 12 LE personnel	$87,840.00
Mileage/Fuel Cost $27.00 Hr. X 20 Hr. X 60 Days X 2 Boats (2 Boats w/ 150 HP OB & Trailers) (60 Days of Operation)	$64,800.00
21,600 miles x $0.560 per mile = (12 Vehicles & 1 Fuel Trailer) (60 Days of Operation)	$12,096.00
Subtotal:	**$292,089.60**
Texas Department of Public Safety (Includes Activated Law Enforcement Personnel From the Texas Rangers-Special Operations, Highway Patrol, Criminal Investigations, Air and Marine Divisions) 8,993 Operational OT hours @ $59.03 Avg. OT rate Total overtime and fringe:	$530,880.20
Subtotal:	**$530,880.20**

Cost Estimates:

General Cost:	$187,765.60
OT Cost:	$828,059.22
Total Cost:	$1,015,824.82

B. Travel:

N/A

C. **Lodging:**

N/A

D. **Reception of Detailed Personnel:**

N/A

E. **Uniform and Equipment:**

N/A

F. **Special Equipment:**

N/A

G. **Alien Processing:**

Individuals encountered during enforcement efforts that are determined to be undocumented aliens will be turned over to the Rio Grande Valley Border Patrol Stations for processing and disposition, unless otherwise specified (e.g. those individuals wanted for state crimes). Seized contraband will be processed in accordance with existing federal, state, and local policies.

H. **Medical:**

Upon encountering medical emergencies the Hidalgo County Sheriff's Office and the participating agencies will follow each agency's protocol in their policy and procedure.

I. **Detention/Transportation:**

The detention and transportation of undocumented or illegal aliens will be coordinated with the Rio Grande Valley Sector Border Patrol Stations.

J. **Vehicles:**

N/A

V. COMMAND/CONTROL/COMMUNICATION

A. **Chain of Command:**

Participating agencies will maintain their individual chains of command as dictated by internal policies and guidelines. Operations Orders for specific Stonegarden enforcement efforts will be approved by the Chief Patrol Agent, Rio

Grande Valley Sector, followed by Office of Border Patrol and FEMA prior to funding.

1.	Border Patrol	CPA Kevin Oaks	956-289-4800
2.	HCSO	Sheriff J.E. "Eddie" Guerra	956-383-8114
3.	HC PCT 3	Constable Larry Gallardo	956-581-6800
4.	Hidalgo P.D.	Chief Rodolfo Espinoza	956-843-2737
5.	Mission P.D.	Chief Robert Dominguez	956-584-5000
6.	Pharr P.D.	Chief Ruben Villescas	956-787-8546
7.	OAG	Dir. Clete Buckaloo	
8.	TPW	Asst. Commander Keith Gerth	512-389-8820
9.	Texas-DPS	Regional Commander Jose Rodriguez	956-565-7100

B. Unit Command:

RGV Sector Headquarters
CPA Kevin Oaks
DCPA Raul L. Ortiz
956-289-4800

McAllen Border Patrol Station (Hidalgo County)
PAIC Felix Cantu Jr.
APAIC John Gutierrez
956-217-3800

Weslaco Border Patrol Station (Hidalgo County)
PAIC Hector Escamilla
APAIC Leticia Camarillo
956-647-8800

C. Communication Details:

The Hidalgo County Sheriff Office along with the participating agencies will be in accordance with existing communications policies for each agency and station area of operations.

D. Map Coordinates:

Notes: Notes: Hidalgo County is located in the southern district of Texas and is bordered by Cameron County on the east, Brooks County on the North, Starr County on the West and Mexico to the south. Hidalgo County is the eighth (8th) largest county in Texas. Hidalgo County is 1,596 square miles, and shares 78 miles of international border with Mexico. Its elevation ranges from forty (40) to two hundred (200) feet.

	Longitude	**Latitude**
Degrees : Minutes : Seconds	0 : 0 : 0	0 : 0 : 0
Decimal	0	0

Location Zone: Hidalgo County

ANNEX

A. Administration Annex:

The RGV Sector Stations will serve as the Hub for all apprehensions occurring in the Hidalgo County (Sheriff Office) and participating friendly forces/police department during Stonegarden Operations. We will coordinate all apprehensions of illegal aliens in partnership with the Rio Grande Valley Sector, U.S. Customs and Border Protection as outlined in the National Border Patrol Strategy to achieve border security and border protection enhancement efforts along the U.S./Mexico border. Also all undocumented alien apprehensions, smuggling cases, and contraband will be transported to the appropriate RGV Border Patrol Station or DEA Office for processing.

B. Execution Annex:

If funded the Hidalgo County Sheriff Office and 15 participating friendly forces/police department will execute a Memorandum of Understanding to ensure and document the commitment on the part of each agency to work in partnership with the U.S. Customs and Border Protection in implementing the following three major objectives:

1) To achieve greater capability in preventing, protecting against, and responding to border security issues,
2) To increase coordination and collaboration among Federal, State, and local law enforcement agencies in the Rio Grande Valley, and
3) To continue and support the operational mandate border security and border protection enhancement efforts along the U.S./Mexico border.

C. Communication Annex:

The Hidalgo County Sheriff Office and 15 participating friendly forces/police department have built partnerships with the U.S. Immigration Customs Enforcement, Drug Enforcement Administration, F.B.I., Texas Department of Public Safety and High Intensity Drug Trafficking Task Force. HCSO and local participating Friendly Forces/LEA., working together in a collaborative effort on preventing, controlling, and reducing violent and drug-related activities in the last 30 years. More importantly, we are vigorously involved with numerous organizations for community revitalization that has made a tremendous impact in the community by leveraging and securing additional local, state, federal, private and public funds in the past.

Media Action Plan:

RGV Sector has the lead on all Public Affairs activities. Each participating agency must coordinate all public affairs activities with the RGV Sector Public Affairs Office. All

Border Patrol inquiries will be directed to the RGV Sector Public Affairs Office (956) 289-4990.

HIDALGO COUNTY SHERIFF'S OFFICE:
All Media events/questions will be referred to Hidalgo County Sheriff J.E. "Eddie" Guerra or his designee. Information will be released to the media only when prior approval has been obtained from Sheriff Guerra.

Legal Review:

All matters will be referred to the CBP Counsel.

HIDALGO COUNTY SHERIFF'S OFFICE:
All legal matters will be referred to the Hidalgo County District Attorney.

Risks:

Risk Description	Initial Risk Level	Risk Controls	Resultant Risk Level
Operations have the potential to take place near shopping areas, schools and places of worship.	Medium	Enforcement actions at or near sensitive locations will be avoided unless absolutely necessary. Border Patrol Agents participating in this operation will conduct themselves in accordance with the current policy titled, "Consideration During Planned Enforcement Actions At or Near Certain Community Locations."	Low

Photos:

No photos have been associated with this Op Order.

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

May 30, 2014

Corey A. Walz
Program Analyst, Western Branch
Grant Programs Directorate
U.S. Department of Homeland Security
500 C. Street, S.W., Techworld Bldg.
Washington, D.C. 20472-3615

Re: 2012 Operation Stone Garden Program (OSGP) Overtime Waiver Request – Hidalgo County

Dear Mr. Walz:

The Hidalgo County Sheriff's Office requests a waiver by the Federal Emergency Management Agency Administrator of the 50 percent (50%) personnel cap overtime limit on the 2012 OPSG Grant. The intent of this request is to continue our coordinated efforts with Federal, State, and Local law enforcement agencies and make the greatest impact in the joint mission to secure the United States International southern boundaries. Due to increasing acts of violence within the U.S./ Mexican border areas, the Texas Homeland Security State Administrative Agency (THSSAA) has made available additional uncommitted 2012 OPSG grant funds to the Hidalgo County Sheriff's Office to increase law enforcement presence within identified active areas and at Port of Entries.

The purpose of this letter is to request waiver of the 50 percent (50%) personnel cap and allow the Hidalgo County Sheriff's Office to expend up to 100% ($1,015,824.82) of the 2012 OPSG reallocated funds on law enforcement personnel overtime cost. A waiver of the overtime limit will provide the Hidalgo County Sheriff's Office with the flexibility to allocate resources to enhance collaboration between Federal, State and Local law enforcement agencies on the border and to increase our capabilities to prevent, protect and respond to border security threats and issues.

711 El Cibolo Road • P.O. Box 1228 • Edinburg, Texas 78540
Office: (956) 383-8114

Thank You in advance for your consideration to our request.

Sincerely,

J.E. "Eddie" Guerra
Hidalgo County Sheriff

Rosie

From: GAN@TexasDPA.com
Sent: Wednesday, June 11, 2014 3:44 PM
To: deborah.fischer@auditor.co.hidalgo.tx.us; rosieg@hidalgoso.org
Subject: Grant Adjustment Notice has been RELEASED for Hidalgo County
Attachments: GAN_12-GA_48215-06.pdf

A Grant Adjustment Notice (GAN) has been **RELEASED** by the SAA or Region for Hidalgo County - 2012:

Subgrantee: **Hidalgo County**
GAN Type: **2012 Grant Adjustment**
GAN Date: 11-Jun-14
Due Date: 30-Jun-14

OPSG

Original Amount: $2,099,806.96
New Amount: $3,115,631.78
Delta: $1,015,824.82

Project Adjustment Details	Grant Name	From Amount	To Amount	Delta
Hidalgo County SO - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$1,012,563.27	$1,180,784.69	$168,221.42
Hidalgo County Constable Pct. 2 - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$12,589.36	$12,589.36	**$0.00**
Hidalgo County Constable Pct. 3 - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$28,310.50	$28,310.50	**$0.00**
Hidalgo County Constable Pct. 4 - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$23,603.16	$23,603.16	**$0.00**
City of Alamo PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$47,210.30	$47,210.30	**$0.00**
City of Donna PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$42,465.33	$42,465.33	**$0.00**
City of Edinburg PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$158,306.99	$158,306.99	**$0.00**
City of Hidalgo PD - Support International Border and Waterway Security	2012 OPSG	$145,953.81	$145,953.81	**$0.00**
City of La Joya PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$20,457.52	$20,457.52	**$0.00**
City of Mercedes PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$50,357.65	$50,357.65	**$0.00**

City of Mission PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$170,523.61	$170,523.61	**$0.00**
City of Palmview PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$39,341.92	$39,341.92	**$0.00**
City of Pharr PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$159,696.71	$159,696.71	**$0.00**
City of Penitas PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$28,289.49	$28,289.49	**$0.00**
City of San Juan PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$70,815.45	$70,815.45	**$0.00**
City of Weslaco PD - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$89,321.89	$89,321.89	**$0.00**
Texas Department of Public Safety (DPS) - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$530,880.20	**$530,880.20**
Texas Parks and Wildlife Deoartment (TPWD) - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$292,089.60	**$292,089.60**
Office of the Attorney General (OAG) - Enhance Capability to Support International Border and Waterway Security	2012 OPSG	$0.00	$24,633.60	**$24,633.60**

2012 OPSG - 2OPSG8215	**From**	**To**
Grant Start Date:	Sep 01 2012	Sep 01 2012
Grant Close Date:	Jun 30 2014	Aug 15 2014

Reason for GAN:	Funds added
Reason Comment:	Additional 2012 OPSG Grant funds have been approved by FEMA/DHS for Hidalgo County and participating law enforcement agencies.

Attached is a copy of the required GAN paper work. Please print a copy, have the appropriate individual sign where designated and return the signed copy to the return address on the GAN. (Retain a copy of the signed document for your records.)

If you have any questions concerning this e-mail please contact the SAA.

NOTE: The GAN process is not complete until the SAA receives a signed copy of this GAN. All activities on this grant are frozen until the GAN is completely processed. Please attend to this matter as soon as possible.

DATE: June 12, 2014

DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra

DEPARTMENT NAME: Operation Stonegarden 2012

ACCOUNT NUMBER: 4-1284-421-00-280-047-5-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Cl 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Loc Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME
4-1284-421-00-280-047-5-131	Overtime Pay
4-1284-421-00-280-047-5-220	FICA
4-1284-421-00-280-047-5-230	Retirement
4-1284-421-00-280-047-5-250	Unemployment Comp.
4-1284-421-00-280-047-5-260	Worker's Comp.
4-1284-421-00-280-047-5-581	Travel in County

TOTAL APPROPRIATIONS

4-1284-331-12-280-047-5-000 **OPERATION STONEGARDEN**

TOTAL REVENUES

REASON: **To appropriate Supplemental budget for the Operation Stonegarden 2012 Sub-Repicier Award from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2012-SS-00018-S01; SAA Award 2012-GA-48215-06

Grant Period: September 1, 2012 to August 15, 2014

/

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

ATTEST C

hapter

cal Government

AMOUNT
131,306.16
10,044.92
14,299.24
748.45
3,282.65
8,540.00
168,221.42
168,221.42
168,221.42

ıt Grant

/

DATE

OUNTY CLERK

Texas Department of Public Safety

2012 Grant Adjustment Notice

for

Hidalgo County

Date of Award

June 11, 2014

1. Sub-Recipient Name and Address	**2. Prepared by:** Lara, Pete H.	**3. Award Number:** 12-GA 48215-06
Judge Ramon Garcia Hidalgo County 302 W. University Edinburg, TX 78539	**4. Federal Grant Information**	
	Federal Grant Title:	**Homeland Security Grant Program**
	Federal Grant Award Number:	EMW-2012-SS-00018-S01
	Date Federal Grant Awarded to TxDPS:	September 1, 2012
	Federal Granting Agency:	Department of Homeland Security FEMA Grant Programs Directorate

5. Award Amount and Grant Breakdowns

OPSG Award Amount
(Federal)
CFDA: 97.067

$3,115,631.78

NOTE: Match requirement details can be found in the federal guidance for the grant named in Box 4 above.

Grant Period:

FROM:	**TO:**
Sep 1, 2012	Aug 15, 2014

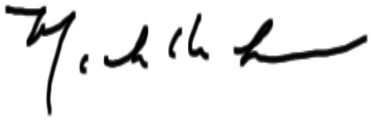
(The SAA Must receive all invoices by the end of grant period)

6. Statutory Authority for Grant: This project is supported under the Department of Homeland Security Appropriations Act of 2010 (Public Law 111-83).

7. Method of Payment: Primary method is reimbursement.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred,suspended, proposed for debarment,en_US declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www.epls.gov.2.8.9029.0

9. Agency Approval

Approving TxDPS Official:	**Signature of TxDPS Official:**
Machelle Pharr, Deputy Assistant Director State Administrative Agency Texas Department of Public Safety	

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:	**Signature of Sub-Recipient Official:**

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:	**12. Date Signed :**

13. DUE DATE: **June 30, 2014**

Signed award and Direct Deposit Form (if applicable) must be returned to TxDPS on or before the above due date.

U.S. Department of Homeland Security
Washington, DC 20472

FEMA

FY2012 OPSG Approval Texas – Hidalgo 14-MCAMCA-06-002 V0

June 12, 2014

Arturo Mendez
Texas Homeland Security State Administrative Agency
PO Box 4087
Austin, TX 78773

Dear Mr. Mendez:

Please be advised that, based on the Department of Homeland Security, Federal Emergency Management Agency's (FEMA) Operation Stonegarden Grant Program (OPSG) guidelines and special conditions associated with this program, the below referenced Operations Order is ***approved***:

Operations Order No: 14-MCAMCA-06-002 V0
Fiscal Year: 2012
Amount Approved: $1,015,824.82
Operations Order Dates: 6/1/2014 to 7/31/2014
Recipient: Hidalgo County, Texas

Expenditures from the Operations Order that were reviewed and approved by FEMA and U.S. Customs and Border Protection/Border Patrol (CBP) include: overtime and fringe costs, fuel and maintenance costs, and related expenses. These expenses will assist the County in conducting border centric, intelligence driven operations with the goal of reduction or elimination of threat, risk and vulnerability along our Nations' borders.

Please find the below special conditions associated with OPSG and retain this letter for your grant files. If you have any questions, please feel free to contact me at (202) 786-9668.

Sincerely,

Corey Walz

Corey Walz
Program Analyst
U.S. Department of Homeland Security
Federal Emergency Management Agency
Grant Programs Directorate

Cc: U.S. Customs and Border Protection/ Border Patrol

The following Special Conditions are associated with this Operation Stonegarden award:

1. Construction and construction-type activities are prohibited.
2. Lethal or less than lethal forces including, but not limited to: weapons, firearms, ammunition and tasers are prohibited.
3. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412), the sum of all personnel related expenses shall not exceed 50% of the recipient's allocation without first obtaining a waiver from the FEMA Administrator.
4. All participating agencies shall monitor, review and track expenditures of OPSG funds under individual Operations Orders issued. Participating agencies shall not obligate, and/or encumber OPSG grant funds beyond the total of their allocation issued by FEMA.
5. The Operations Order has been reviewed and approved under the Environmental and Historic Preservation Program (EHP) guidelines as being categorically excluded from further EHP review.
6. Recipients must submit a letter of justification for all proposed vehicles or equipment items in excess of $100,000. This justification will be reviewed by CBP and FEMA.

U.S. Department of Homeland Security
Washington, DC 20472
www.fema.gov

FEMA

June 12, 2014

Arturo Mendez
Texas Homeland Security State Administrative Agency
PO Box 4087
Austin, TX 78773

RE: FY 2011, OPS Order # 14-MCAMCA-06-001 V0

Dear Mr. Mendez:

The Grant Programs Directorate has reviewed the request submitted by Hidalgo, Texas to waive the 50% personnel cap imposed by Section 2008 of the Homeland Security Act of 2002, Public Law 107-296, as amended (6 U.S.C. § 609).

Hidalgo County has requested to expend $2,019,163.77 or 65 percent of its total FY 2012 Operation Stonegarden Grant Program allocation of $3,115,631.78 on operational overtime and related personnel costs.

This request has been determined to be consistent with the goals and objectives of the overall State Homeland Security Strategy and necessary for the continued success of border security operations. This request is hereby approved pursuant to the waiver authority provided by 6 U.S.C § 609 (b)(2)(B).

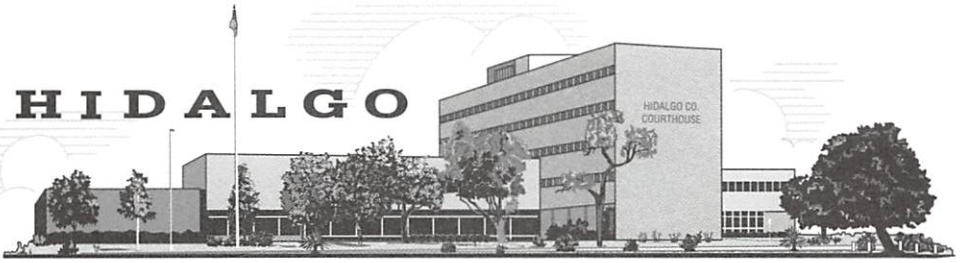
As a reminder, future personnel waiver requests must also be submitted to the Grant Programs Directorate for prior approval. Please contact your Program Analyst, Corey Walz, at 202-786-9668 if you have any questions.

Sincerely,

Brian E. Kamoie
Assistant Administrator for Grant Programs

CC: C. Gary Rogers, Acting Director, Preparedness Grants Division
Corey Walz, Program Analyst
Official Grant File

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

June 16, 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 an award from the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) passed through the Texas Department of Public Safety. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$168,221.42	Award No. EMW-2012-SS-00018-S01 Operation Stone Garden Program (OPSG)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

6-16-14
Date

THE COUNTY OF HIDALGO TEXAS

HIDALGO COUNTY DISTRICT JUDGES

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

AI-44996 **Sheriff's Office 11. D.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Authorization and approval to accept the Grant Adjustment Notice in reference to Operation Stonegarden FY 2011 Supplemental award of $528,560.26 and authorization for County Judge, as authorized official, to sign (and initial) required documents.
2. Authorization to accept the extension of grant to new termination date of 8/15/14 as noted on the Grant Adjustment Notice (GAN).
3. Authorization to pay Overtime reimburseable under the grant terms and conditions.
4. Approval of Certification of Revenues as certified by the County Auditor of the FY 2011 Operation Stonegarden Supplemental.

BACKGROUND

Grant Number: EMW-2011-SS-00019 (Federal)
11-GA-48215-04 (SAA--State Administrative Agency)

Original grant award amount: $800,817.00 (AI #32136 5/8/12)

Supplemental award amount: $528,560.26

Revised grant award amount: $1,329,377.26.

Original grant award termination date: August 31, 2013 (AI #32136 5/8/12) New termination date: August 15, 2014

Appropriations of agencies/cities will be submitted at a later date.

(PCT. 3 - $66,413.00; City of Hidalgo - $57,388.92; City of Mission - $119,576.79; City of Pharr - $187,200.22; Texas Department of Public Safety (DPS) - $97,981.33).

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1284-XXX-00-280-XXX-4-XXX

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

BUDGETARY IMPACT:

No local match is required.

Accept supplemental award...

Appropriations of agencies/cities will be submitted at a later date.

(PCT. 3 - $66,413.00; City of Hidalgo - $57,388.92; City of Mission - $119,576.79; City of Pharr - $187,200.22; Texas Department of Public Safety (DPS) - $97,981.33).

Attachments

OPS Order
conditional approval
gan rev
waiver
cor

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	06/12/2014 10:50 AM
Budget & Management	Debbie Tamez	06/13/2014 09:23 AM
Manuel Chapa	Manuel Chapa	06/13/2014 10:23 AM
Rosalinda Cantu	Debbie Tamez	06/13/2014 01:36 PM
Manuel Chapa	Manuel Chapa	06/13/2014 03:09 PM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 06/12/2014

Final Approval Date: 06/13/2014

OPSG Operations Order Worksheet

Date Received from the Field:	06/04/14
Date the Operations Order was Worked by OBP Ops:	06/06/14
Operations Order Number:	14-MCAMCA-06-001 Version 0
Operation start date:	06/01/2014

County:	Hidalgo
State:	Texas
Sector:	Rio Grande Valley
Does the OpOrder OT Request Exceed 50% of the award? (Letter is needed if OT is over 50% because of Price Act):	Yes
OT Justification Letter Attached?:	Yes
Vehicle Justification Letter?:	N/A
Date Forwarded to SPPA:	6/6/2014

Grant Year:	**2011**
FY Award Amount/Balance:	**$0.00**
Overtime:	$512,104.66
Fringe:	$0.00
Equipment:	$0.00
Fuel:	$0.00
Maintanence:	$0.00
Milelage:	$16,455.60
Travel:	$0.00
County M&A:	$0.00
Total	$528,560.26

NOTES: None

Reviewed by: *Gonzalo Ortega Jr OPO Ops E/C*

Op. approved by: *Christopher S Cruce (A)Associate Chief STC - Ops East/Central*

Kicked Back?:	No
Date of Kick Back:	N/A
Reason for Kick Back:	N/A
Date Returned from the Field:	N/A
Kicked Back a Second Time?:	N/A

NOTES:

U.S. Department of Homeland Security
Bureau of Customs and Border Protection
Operations Order Report

Op Order Name: OPSG 00 Texas Hidalgo FY11 (OPSS2) Supplemental
Op Order Number: 14-MCAMCA-06-001 Version 0
Op Dates: **From:** 6/1/2014 **to:** 7/31/2014
Report Date: 6/4/2014

Executive Summary

The Sheriff's Office maintains a collaborative working relationship with all local, state, and/or federal authorities. The Hidalgo County Sheriff's Office, as a participating entity with Operation Stonegarden 2011, with the assistance of four of the fifteen participating law enforcement agencies, the Office of the Attorney General (OAG), the Texas Parks and Wildlife (TPW), and the Texas Department of Public Safety will participate in Operation STRONG SAFETY 2014. Operation STRONG SAFETY 2014 will be a coordinated state, federal and local border security surge operation over an extended period of time, beginning on June 1, 2014. Agencies participating in the operation will deploy available ground, air, and maritime assets to conduct fixed and mobile patrols of access points to known trafficking corridors in the immediate vicinity of the Rio Grande River. The initial focus of the operation will be to deter or interdict illegal trafficking in USBP Zones 6-10, which include border areas from Cage Blvd./I-69 in Pharr to Guadalupe Flores Street in Sullivan City and all border areas in between, with supporting operations extending east and west of this area.

I. SITUATION

A. General Situation:

Hidalgo County is located within the area of responsibility of the Rio Grande Valley Sector, Weslaco/McAllen Border Patrol Stations. Hidalgo County's is the eighth largest county in the State of Texas and consist of 1,569 square miles and shares approximately 75 miles of international border with the Republic of Mexico, jurisdiction includes a number of ingress/egress routes that lead to and from the immediate southern international boundaries/Rio Grande River border area. Additionally, the County's jurisdiction includes a number of Ports of Entries, Progresso, Donna, Pharr, Hidalgo, Los Ebanos (manual ferry/barge crossing) and Mission, numerous major thoroughfares ways such as U.S. Expressway 83 which runs parallel east and west along the Rio Grande River, U.S. 281 which leads in and out of the County in a north and south direction plus numerous highly traveled arteries. Hidalgo County is located between Cameron County on the east, Starr County to the west, and Jim Hogg and Willacy County to the North. Hidalgo County's population according to the 2010 U.S. Census was 797,810; rural population consists of over 237,000.

Hidalgo County Sheriff's Office consists of two major divisions, detention and law enforcement. The detention facility which houses 1,200 inmates is staffed by 337 certified detention officers, law enforcement division consist of 279 certified

law enforcement personnel, combined total of 616. In addition, HCSO has a civilian support staff which consists of 146 personnel. Hidalgo County is unique in comparison with other counties within Texas. Hidalgo County consists of twenty local municipalities each having its own law enforcement entity, plus four (precincts) Constables Office. Hidalgo County Sheriff's Office currently has four (4) LEAs participating in Operation Stonegarden 2011 Supplemental.

B. Terrain/Weather:

Hidalgo County comprises 1,569 square miles (4,130 km2) of the Rio Grande delta. The northern part of the county has sandy and light loamy soils over deep reddish or mottled, clayey sub soils, in some areas limestone lies within forty inches from the surface. The southern part of the county has moderately deep to deep loamy surfaces over clayey sub soils. Along the Rio Grande brown to red clays occur. Hidalgo County is in the South Texas Plains vegetation area, which features grasses, mesquite, live oaks, and chaparral.

The climate is subtropical and sub-humid. Temperatures range from an average low of 47 in January to an average high to 96 in July; the average annual temperature is 73°F/23°C. Rainfall averages 23 inches (580 mm) a year, and the growing season lasts for 320 days of the year.

C. Criminal Element:

Organized Criminal organization both in Mexico and in United States soil use identified routes of ingress and egress through Hidalgo County to include (but not limited to) U.S. Highways 107, 281, and Expressway 83, to further their criminal enterprise. Intelligence information, to include prior statistical data, indicates that these are the primary routes utilized by the criminal element to further their illegal entry and smuggling activities to locations throughout the United States

D. Friendly Forces:

FEDERAL
- U.S. Border Patrol
- Immigration and Customs Enforcement
- Federal Bureau of Investigation
- Drug Enforcement Administration
- Alcohol, Tobacco, Firearms, and Explosives
- U.S. Marshall's Service

STATE
- Texas Department of Public Safety
- Texas Parks and Wildlife
- Office of the Attorney General - Law Enforcement Division

LOCAL
- Hidalgo County Sheriff's Office
- Hidalgo County Constable PCT 2

- Hidalgo County Constable PCT 3
- Hidalgo County Constable PCT 4
- Alamo Police Department
- Donna Police Department
- Edinburg Police Department
- Hidalgo Police Department
- La Joya Police Department
- Mercedes Police Department
- Mission Police Department
- Palmview Police Department
- Peñitas Police Department
- Pharr Police Department
- San Juan Police Department
- Weslaco Police Department

II. MISSION

The mission of the Hidalgo County Sheriff's Office along with four of the fifteen participating law enforcement agencies, the Office of the Attorney General (OAG), the Texas Parks and Wildlife (TPW), and the Texas Department of Public Safety will be to provide an enhanced high law enforcement visibility and capability within each LEA jurisdictional specific areas of responsibilities and strategic points within, that will substantially increase the probability of identification and/or apprehension of criminal elements operating within the same. The Sheriff's Office and four of the fifteen participating LEAs will accomplish this mission by working with identified agencies that include the U.S. Border Patrol, the Texas Department of Public Safety, and any other State or Federal law enforcement entity.

Funding obtained through OPSG 2012 will be utilized to accomplish a high visibility enforcement presence that will detect, deter and/or interdict criminal and/or terrorist activity occurring in and/around Hidalgo County. This will be accomplished through utilization of overtime as a force multiplier, operational cost such as fuel or mileage, and acquisition of specialized equipment and vehicles.

III. EXECUTION

A. Management/Supervisor Intent:

Hidalgo County and the participating local agencies will enforce local/state laws within their jurisdiction and will not enforce immigration laws on behalf of CBP/Border Patrol. Each participating agency will conduct enforcement activities that have a nexus and contribute to border security. Through collaboration with participating agencies, targeted areas of the county will increase the capability to prevent, protect against, and respond to border security issues. The collective collaboration of the participating agencies will provide an opportunity for intelligence based operations and further refinement of deployment strategies.

B. General Concept:

Through OPSG 2011 approved funding, participating agencies will enhance their current deployment capabilities through expenditure of overtime and mileage. Deployment strategies will be adjusted based on intelligence information and historical data that supports the need for increased operations within certain areas of the county. Intelligence liaisons between the U.S. Border Patrol, Weslaco and McAllen Station and the participating agencies, will facilitate the exchange of information to ensure resource deployments are consistent with current and developing intelligence information.

The Operation will center its efforts around the prevention, detection and interdiction of crimes and criminals who have a border security nexus. Operation Stonegarden does not authorize extension of Federal authority to State or local law enforcement agencies to enforce Federal immigration laws. When Federal immigration violations are encountered, state and local agencies may refer those violations to the Border Patrol for appropriate action.

C. Specific Responsibilities:

1. Hidalgo County Constable Precinct 3:
Constable Precinct 3 in conjunction with Texas DPS and Border Patrol under Operation STRONG SAFETY 2014 will increase law enforcement presence/patrol activity in the area surrounding Weslaco, Mission and McAllen Border Patrol Stations' Critical Transit Nodes (Expressway 83, Highway 281, and Military Highway 281). During OPSG 11 Supplemental Hidalgo County Precinct 3 Constable's Office will provide uniformed deputies in marked vehicles to actively assist the Hidalgo County Sheriff's Office, Texas DPS and Border Patrol to monitor the US/ Mexico Border that is in the USBP Zones 6-10.

2. Hidalgo Police Department:
The Hidalgo Police Department in conjunction with Texas DPS and Border Patrol under Operation STRONG SAFETY 2014 will increase law enforcement presence/patrol activity in the area surrounding the Hidalgo POE and border egress routes within the city. HPD will enforce state law and local ordinances against violators in the target area to help reduce criminal activity associated with alien and drug smuggling. HPD will provide uniformed officers in marked vehicles (i.e. patrol units, all-terrain vehicles, bicycles, etc.) to actively monitor border egress routes in Spur 115, SH336, US Military 281, McColl Road, and Jackson Road. Hidalgo Police Department will assist Texas DPS and Border Patrol to monitor the US/ Mexico Border that is in the USBP Zones 6-10.

3. Mission Police Department:
Mission Police Department in conjunction with Texas DPS and Border Patrol under Operation STRONG SAFETY 2014, will curtail illegal activities in their community, especially along the eighteen (18) miles of jurisdiction bordering Mexico along the Rio Grande River, and their port of entry (Anzalduas International Bridge). One of the main purposes of this operation is to reduce the threat of border incursions, which include drug trafficking and human smuggling, among other increases in border violence. Their efforts to obtain these objectives will be by increasing law enforcement presence and special operations on routes of border egress within the City of Mission. Mission Police Department will assist

Texas DPS and Border Patrol to monitor the US/ Mexico Border that is in the USBP Zones 6-10.

4. Pharr Police Department:
Pharr Police Department in conjunction with Texas DPS and Border Patrol under Operation STRONG SAFETY 2014, will limit illegal activities in their community, especially along the jurisdiction bordering Mexico along the Rio Grande River, and their port of entry (Pharr International Bridge). One of the main purposes of this operation is to assist in the reduction of threats in border incursions, which include drug trafficking and human smuggling, among other increases in border violence. Their efforts to obtain these objectives will be by increasing law enforcement presence and special operations on routes of border egress within the City of Pharr. Pharr Police Department will assist Texas DPS and Border Patrol to monitor the US/ Mexico Border that is in the USBP Zones 6-10.

5. Texas Department of Public Safety (DPS)
The Texas Department of Public Safety, in conjunction with Federal, State and local partners participating in Operation STRONG SAFETY 2014, will limit illegal activities in their community, especially along the jurisdiction bordering Mexico along the Rio Grande River, and southern border ports of entry One of the main purposes of this operation is to assist in the reduction of threats in border incursions, which include drug trafficking and human smuggling, among other increases in border violence. Their efforts to obtain these objectives will be by increasing law enforcement presence and special operations on routes of border egress and monitor the US/ Mexico Border that is in the USBP Zones 6-10.

D. Coordinating Instructions:

The RGV Sector Chief Patrol Agent will have operational oversight and in coordination/collaboration with OPSG stakeholders, will determine which areas will be the focus of operations. The sector and local participating agencies will be executing a quarterly OPSG operational plan for submission to OBP. RGV Sector stations will be responsible for OPSG related enforcement activities and intelligence sharing within their respective AORs. An Incident Command System (ICS) may be utilized to facilitate sector-wide coordination and monitoring of OPSG activities as warranted during special operations. RGV Sector stations along with State and local representatives will ensure daily OPSG activities within their respective AOR are monitored and reported accordingly. Border Patrol Stations will be responsible for reporting OPSG related intelligence to the RGV Sector Office of Intelligence (RGV-OI) as appropriate.

Each participating OPSG agency will have a designated management representative as noted in the Command and Control section of this operational plan.

Activity Reporting-
At the conclusion of each shift/operation, OPSG state/local law enforcement officers will complete an Activity Report (AR). The AR will be submitted via email to Sector Headquarters and County Headquarters. The Sector OPSG Group will be responsible for compiling daily activity reports and the Hidalgo County Auditor's Office will be responsible for tracking OPSG expenditures. Weekly

Activity and After-Action Reports will be completed by the Sector OPSG Group and submitted via email to OBP.

Information Sharing-
All source documents (e.g. arrest reports, citations, field interviews, etc.) will be sent to RGV-OI for evaluation. Items of interest will be developed by the RGV-OI and forwarded to station Lead Border Patrol Agents (LBPAs), Participating Agencies, and the OPSG IPT for action.

Intelligence Products-
Intelligence products including mapping, trend analysis, community impact, and target files will be developed via a collaborative effort between RGV-OI and the participating agencies.

Performance Metrics-
OPSG impact on border security and public safety will be gauged by several mechanisms:

- Statistically tracked events such as traffic stops, citations, misdemeanor/felony arrests, and contraband seizures in OPSG target areas
- Intelligence evaluation of OPSG effect on targeted criminal organizations and their activities
- Third party indicators ascertained via crime statistical analysis and community impact data developed by the participating agency.

IV. ADMINISTRATION/LOGISTICS

A. Cost Estimates/Funding Issues:

Operation STRONG SAFETY 2014 (June 1, 2014 through July 31, 2014)

Hidalgo County Constable PCT 3 (1 location)	
1,464 Operational overtime hours (deputies) @ $34.43 OT rate	
Total overtime and fringe	$61,289.00
Mileage 9,150 miles X 0.560 per mile	$5,124.00
Subtotal:	**$66,413.00**
Hidalgo Police Department (1 location)	
1,464 Operational overtime hours @ $35.00 OT rate	
Total overtime and fringe	$57,388.92
Subtotal:	**$57,388.92**
Mission Police Department (60DAYS) (3 locations)	
2,400 Operational overtime hours @ $39.38 OT rate	
Total overtime and fringe	$112,856.79

Mileage 12,000 miles x 0.560 per mile	$6,720.00
Subtotal:	**$119,576.79**
Pharr Police Department (3 locations) 4,392 Operational overtime hours @ $35.00 OT rate Total overtime and fringe	$182,588.62
Mileage 8,235 miles x 0.560 per mile	$4,611.60
Subtotal:	**$187,200.22**
Texas Department of Public Safety (Includes Activated Law Enforcement Personnel From the Texas Rangers-Special Operations, Highway Patrol, Criminal Investigations, Air and Marine Divisions) 1600 Operational OT hours x 50 (Approx.) LE personnel @ $59.03 Avg. OT rate Total overtime and fringe:	$97,981.33
Subtotal:	**$97,981.33**

Cost Estimates:

General Cost:	$16,455.60
OT Cost:	$512,104.66
Total Cost:	$528,560.26

B. Travel:

N/A

C. Lodging:

N/A

D. Reception of Detailed Personnel:

N/A

E. Uniform and Equipment:

N/A

F. Special Equipment:

N/A

G. Alien Processing:

Individuals encountered during enforcement efforts that are determined to be undocumented aliens will be turned over to the Rio Grande Valley Border Patrol Stations for processing and disposition, unless otherwise specified (e.g. those individuals wanted for state crimes). Seized contraband will be processed in accordance with existing federal, state, and local policies.

H. Medical:

Upon encountering medical emergencies the Hidalgo County Sheriff's Office and the participating agencies will follow each agency's protocol in their policy and procedure.

I. Detention/Transportation:

The detention and transportation of undocumented or illegal aliens will be coordinated with the Rio Grande Valley Sector Border Patrol Stations.

J. Vehicles:

N/A

V. COMMAND/CONTROL/COMMUNICATION

A. Chain of Command:

K. Chain of Command:
Participating agencies will maintain their individual chains of command as dictated by internal policies and guidelines. Operations Orders for specific Stonegarden enforcement efforts will be approved by the Chief Patrol Agent, Rio Grande Valley Sector, followed by Office of Border Patrol and FEMA prior to funding.

1.	Border Patrol	CPA Kevin Oaks	956-289-4800
2.	HCSO	Sheriff J.E. "Eddie" Guerra	956-383-8114
3.	HC PCT 3	Constable Larry Gallardo	956-581-6800
4.	Hidalgo P.D.	Chief Rodolfo Espinoza	956-843-2737
5.	Mission P.D.	Chief Robert Dominguez	956-584-5000
6.	Pharr P.D.	Chief Ruben Villescas	956-787-8546
7.	OAG	Dir. Clete Buckaloo	
8.	TPW	Asst. Commander Keith Gerth	512-389-8820
9.	Texas-DPS	Regional Commander Jose Rodriguez	956-565-7100

B. Unit Command:

RGV Sector Headquarters
CPA Kevin Oaks
DCPA Raul L. Ortiz
956-289-4800

McAllen Border Patrol Station (Hidalgo County)
PAIC Felix Cantu Jr.
APAIC John Gutierrez
956-217-3800

Weslaco Border Patrol Station (Hidalgo County)
PAIC Hector Escamilla
APAIC Leticia Camarillo
956-647-8800

C. Communication Details:

The Hidalgo County Sheriff Office along with the participating agencies will be in accordance with existing communications policies for each agency and station area of operations.

D. Map Coordinates:

Notes: Notes: Hidalgo County is located in the southern district of Texas and is bordered by Cameron County on the east, Brooks County on the North, Starr County on the West and Mexico to the south. Hidalgo County is the eighth (8th) largest county in Texas. Hidalgo County is 1,596 square miles, and shares 78 miles of international border with Mexico. Its elevation ranges from forty (40) to two hundred (200) feet.

	Longitude	**Latitude**
Degrees : Minutes : Seconds	0 : 0 : 0	0 : 0 : 0
Decimal	0	0

Location Zone: Hidalgo County

ANNEX

A. Administration Annex:

The RGV Sector Stations will serve as the Hub for all apprehensions occurring in the Hidalgo County (Sheriff Office) and participating friendly forces/police department during Stonegarden Operations. We will coordinate all apprehensions of illegal aliens in partnership with the Rio Grande Valley Sector, U.S. Customs and Border Protection as outlined in the National Border Patrol Strategy to achieve border security and border

protection enhancement efforts along the U.S./Mexico border. Also all undocumented alien apprehensions, smuggling cases, and contraband will be transported to the appropriate RGV Border Patrol Station or DEA Office for processing.

B. Execution Annex:

If funded the Hidalgo County Sheriff Office and participating friendly forces/police department will execute a Memorandum of Understanding to ensure and document the commitment on the part of each agency to work in partnership with the U.S. Customs and Border Protection in implementing the following three major objectives:
1) To achieve greater capability in preventing, protecting against, and responding to border security issues,
2) To increase coordination and collaboration among Federal, State, and local law enforcement agencies in the Rio Grande Valley, and
3) To continue and support the operational mandate border security and border protection enhancement efforts along the U.S./Mexico border.

C. Communication Annex:

The Hidalgo County Sheriff Office and participating friendly forces/police department have built partnerships with the U.S. Immigration Customs Enforcement, Drug Enforcement Administration, F.B.I., Texas Department of Public Safety and High Intensity Drug Trafficking Task Force. HCSO and local participating Friendly Forces/LEA., working together in a collaborative effort on preventing, controlling, and reducing violent and drug-related activities in the last 30 years. More importantly, we are vigorously involved with numerous organizations for community revitalization that has made a tremendous impact in the community by leveraging and securing additional local, state, federal, private and public funds in the past.

Media Action Plan:

RGV Sector has the lead on all Public Affairs activities. Each participating agency must coordinate all public affairs activities with the RGV Sector Public Affairs Office. All Border Patrol inquiries will be directed to the RGV Sector Public Affairs Office (956) 289-4990.
HIDALGO COUNTY SHERIFF'S OFFICE:
All Media events/questions will be referred to Hidalgo County Sheriff J.E. ¡°Eddie¡± Guerra or his designee. Information will be released to the media only when prior approval has been obtained from Sheriff Guerra.

Legal Review:

All matters will be referred to the CBP Counsel.
HIDALGO COUNTY SHERIFF'S OFFICE:
All legal matters will be referred to the Hidalgo County District Attorney.

Risks:

Risk Description	Initial	Risk Controls	Resultant

	Risk Level		Risk Level
Operations have the potential to take place near shopping areas, schools and places of worship	Medium	Enforcement actions at or near sensitive locations will be avoided unless absolutely necessary. Border Patrol Agents participating in this operation will conduct themselves in accordance with the current policy titled, "Consideration During Planned Enforcement Actions At or Near Certain Community Locations."	Low

Photos:

No photos have been associated with this Op Order.

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

May 30, 2014

Corey A. Walz
Program Analyst, Western Branch
Grant Programs Directorate
U.S. Department of Homeland Security
500 C. Street, S.W., Techworld Bldg.
Washington, D.C. 20472-3615

Re: 2011 Operation Stone Garden Program (OSGP) Overtime Waiver Request – Hidalgo County

Dear Mr. Walz:

The Hidalgo County Sheriff's Office requests a waiver by the Federal Emergency Management Agency Administrator of the 50 percent (50%) personnel cap overtime limit on the 2011 OPSG Grant. The intent of this request is to continue our coordinated efforts with Federal, State, and Local law enforcement agencies and make the greatest impact in the joint mission to secure the United States International southern boundaries. Due to increasing acts of violence within the U.S./ Mexican border areas, the Texas Homeland Security State Administrative Agency (THSSAA) has made available additional uncommitted 2011 OPSG grant funds to the Hidalgo County Sheriff's Office to increase law enforcement presence within identified active areas and at Port of Entries.

The purpose of this letter is to request waiver of the 50 percent (50%) personnel cap and allow the Hidalgo County Sheriff's Office to expend up to 100% ($528,560.26) of the 2011 OPSG reallocated funds on law enforcement personnel overtime cost. A waiver of the overtime limit will provide the Hidalgo County Sheriff's Office with the flexibility to allocate resources to enhance collaboration between Federal, State and Local law enforcement agencies on the border and to increase our capabilities to prevent, protect and respond to border security threats and issues.

711 El Cibolo Road • P.O. Box 1228 • Edinburg, Texas 78540
Office: (956) 383-8114

Thank You in advance for your consideration to our request.

Sincerely,

J.E. "Eddie" Guerra
Hidalgo County Sheriff

U.S. Department of Homeland Security
Washington, DC 20472

FEMA

FY2011 OPSG Approval Texas – Hidalgo 14-MCAMCA-06-001 V0

June 12, 2014

Arturo Mendez
Texas Homeland Security State Administrative Agency
PO Box 4087
Austin, TX 78773

Dear Mr. Mendez:

Please be advised that, based on the Department of Homeland Security, Federal Emergency Management Agency's (FEMA) Operation Stonegarden Grant Program (OPSG) guidelines and special conditions associated with this program, the below referenced Operations Order is *approved*:

Operations Order No: 14-MCAMCA-06-001 V0
Fiscal Year: 2011
Amount Approved: $528,560.26
Operations Order Dates: 6/1/2014 to 7/31/2014
Recipient: Hidalgo County, Texas

Expenditures from the Operations Order that were reviewed and approved by FEMA and U.S. Customs and Border Protection/Border Patrol (CBP) include: overtime and fringe costs, fuel and maintenance costs. These expenses will assist the County in conducting border centric, intelligence driven operations with the goal of reduction or elimination of threat, risk and vulnerability along our Nations' borders.

Please find the below special conditions associated with OPSG and retain this letter for your grant files. If you have any questions, please feel free to contact me at (202) 786-9668.

Sincerely,

Corey Walz

Corey Walz
Program Analyst
U.S. Department of Homeland Security
Federal Emergency Management Agency
Grant Programs Directorate

Cc: U.S. Customs and Border Protection/ Border Patrol

The following Special Conditions are associated with this Operation Stonegarden award:

1. Construction and construction-type activities are prohibited.
2. Lethal or less than lethal forces including, but not limited to: weapons, firearms, ammunition and tasers are prohibited.
3. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412), the sum of all personnel related expenses shall not exceed 50% of the recipient's allocation without first obtaining a waiver from the FEMA Administrator.
4. All participating agencies shall monitor, review and track expenditures of OPSG funds under individual Operations Orders issued. Participating agencies shall not obligate, and/or encumber OPSG grant funds beyond the total of their allocation issued by FEMA.
5. The Operations Order has been reviewed and approved under the Environmental and Historic Preservation Program (EHP) guidelines as being categorically excluded from further EHP review.
6. Recipients must submit a letter of justification for all proposed vehicles or equipment items in excess of $100,000. This justification will be reviewed by CBP and FEMA.

Texas Department of Public Safety

2011 Grant Adjustment Notice

for

Hidalgo County

Date of Award

June 11, 2014

1. Sub-Recipient Name and Address	2. Prepared by: Lara, Pete H.	3. Award Number: 11-GA 48215-04
Judge Ramon Garcia Hidalgo County 302 W. University Edinburg, TX 78539	**4. Federal Grant Information**	
	Federal Grant Title:	**Homeland Security Grant Program**
	Federal Grant Award Number:	EMW-2011-SS-00019
	Date Federal Grant Awarded to TxDPS:	September 1, 2011
	Federal Granting Agency:	Department of Homeland Security FEMA Grant Programs Directorate

5. Award Amount and Grant Breakdowns

OPSG Award Amount
(Federal)
CFDA: 97.067

$1,329,377.26

NOTE: Match requirement details can be found in the federal guidance for the grant named in Box 4 above.

Grant Period:

FROM: Sep 1, 2011

TO: Aug 15, 2014

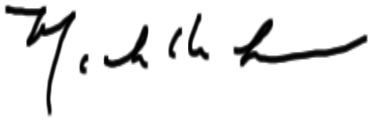
(The SAA Must receive all invoices by the end of grant period)

6. Statutory Authority for Grant: This project is supported under the Department of Homeland Security Appropriations Act of 2010 (Public Law 111-83).

7. Method of Payment: Primary method is reimbursement.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred,suspended, proposed for debarment,en_US declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www.epls.gov.2.8.9029.0

9. Agency Approval

Approving TxDPS Official:	Signature of TxDPS Official:
Machelle Pharr, Deputy Assistant Director State Administrative Agency Texas Department of Public Safety	

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:	Signature of Sub-Recipient Official:

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:	12. Date Signed :

13. DUE DATE: **June 30, 2014**

Signed award and Direct Deposit Form (if applicable) must be returned to TxDPS on or before the above due date.

U.S. Department of Homeland Security
Washington, DC 20472
www.fema.gov

FEMA

June 12, 2014

Arturo Mendez
Texas Homeland Security State Administrative Agency
PO Box 4087
Austin, TX 78773

RE: FY 2011, OPS Order # 14-MCAMCA-06-001 V0

Dear Mr. Mendez:

The Grant Programs Directorate has reviewed the request submitted by Hidalgo, Texas to waive the 50% personnel cap imposed by Section 2008 of the Homeland Security Act of 2002, Public Law 107-296, as amended (6 U.S.C. § 609).

Hidalgo County has requested to expend $1,086,326.42 or 76 percent of its total FY 2011 Operation Stonegarden Grant Program allocation of $1,429,377.25 on operational overtime and related personnel costs.

This request has been determined to be consistent with the goals and objectives of the overall State Homeland Security Strategy and necessary for the continued success of border security operations. This request is hereby approved pursuant to the waiver authority provided by 6 U.S.C § 609 (b)(2)(B).

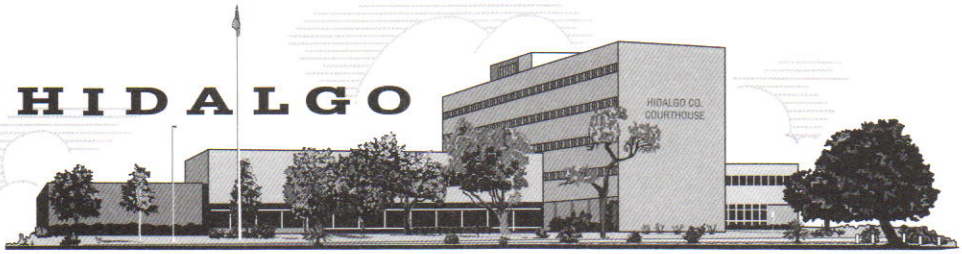
As a reminder, future personnel waiver requests must also be submitted to the Grant Programs Directorate for prior approval. Please contact your Program Analyst, Corey Walz, at 202-786-9668 if you have any questions.

Sincerely,

Brian E. Kamoie
Assistant Administrator for Grant Programs

CC: C. Gary Rogers, Acting Director, Preparedness Grants Division
Corey Walz, Program Analyst
Official Grant File

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

June 16, 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 an award from the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) passed through the Texas Department of Public Safety. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$430,578.93	Award No. EMW-2011-SS-00019 Operation Stone Garden Program (OPSG)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

6-16-14
Date

THE COUNTY OF HIDALGO TEXAS

HIDALGO COUNTY DISTRICT JUDGES

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

AI-45070 **Sheriff's Office 11. E.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff Office 2012 Operation Stonegarden Grant (1284):
1. Approval to appropriate the following budgets for additional awarded amounts pursuant to three additional sub-recipient interlocal agreements with the County of Hidalgo for the Operation Stonegarden Grant from the Governor's Division of Emergency Management (Texas Department of Public Safety):

2. Discussion, authorization, and approval to execute the Operation Stonegarden Grant Sub-Recipient Interlocal Agreement from the Governor's Division of Emergency Management (Texas Department of Public Safety) between the County of Hidalgo and the Texas Department of Public Safety (TXDPS), Texas Parks and Wildlife (TPWD), and the Office of the Attorney General (OAG).

	Subrecepient	Amount
1	TXDPS	530,880.20
2	TPWD	292,089.60
3	OAG	24,633.60
TOTAL		847,603.40

BACKGROUND

On 04/3/12, Commissioners' Court approved applying for the FY2012 Operation Stonegarden Grant from the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA). (AI# 31671)

On 04/2/13, Commissioners' Court approved the acceptance of the grant from the Department of Homeland Security FEMA (AI#37958). Certification of Revenues letter was approved on 4/2/13 AI#37958 ($1,156,464.87).
Phase I: 9/11/13 (AI#40384), Phase II: 9/17/13 (AI#40560), Phase III: 11/26/13 (AI#41929) and Phase IV: 1/7/14 (AI#42436).

SAA Award Number: 12-SR-48215-01
Federal Grant Award Number: EMW-2012-SS-00018-S01
Grant Period: 09/01/13 to 02/28/14 extended to 8/15/14

The grant award is for an additional $1,015,824.82 for a total award of $3,115,63178 of which an additional amount of $168,221.42 is for the Hidalgo County Sheriff's Office. The remaining balance of $847,603.40 is assigned to TXDPS, TPWD, and OAG.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 4-1284-480-00-280-xxx-5-xxx

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

BUDGETARY IMPACT:

Approval of 2014 appropriation of funds for the 2012 Operation Stonegarden Grant in the amount of $847,603.40.

Hidalgo County Sheriff's Office appropriation ($168,221.42) was done on 6/17/14 (AI#44994)

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Subrecpient Expenditure Acct. Revenue Acct. Amount
1 TXDPS 4-1284-480-00-280-090-5-XXX 4-1284-331-12-280-090-5-000 530,880.20
2 TPWD 4-1284-480-00-280-091-5-XXX 4-1284-331-12-280-091-5-000 292,089.60
3 OAG 4-1284-480-00-280-092-5-XXX 4-1284-331-12-280-092-5-000 24,633.60
TOTAL 847,603.40

Attachments

table
1
2
3

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 06/13/2014

Final Approval Date: 06/13/2014

	Subrecpient	Expenditure Acct.	Revenue Acct.	Amount
1	TXDPS	4-1284-480-00-280-090-5-XXX	4-1284-331-12-280-090-5-000	530,880.20
2	TPWD	4-1284-480-00-280-091-5-XXX	4-1284-331-12-280-091-5-000	292,089.60
3	OAG	4-1284-480-00-280-092-5-XXX	4-1284-331-12-280-092-5-000	24,633.60
	TOTAL			847,603.40

DATE: June 13, 2014
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--TPWD
ACCOUNT NUMBER: 4-1284-480-00-280-091-5-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
4-1284-480-00-280-091-5-131	Stonegarden TPWD--Overtime	127,353.60
4-1284-480-00-280-091-5-583	Stonegarden TPWD--Out of County employee travel	87,840.00
4-1284-480-00-280-091-5-581	Stonegarden TPWD--In-County Travel	12,096.00
4-1284-480-00-280-091-5-626	Stonegarden TPWD--Gasoline/Diesel	64,800.00
	TOTAL APPROPRIATIONS	292,089.60
4-1284-331-12-280-091-5-000	Operation Stonegarden 2012--TPWD	292,089.60
	TOTAL REVENUES	292,089.60

REASON: To appropriate budget for the Operation Stonegarden 2012 Supplemental Sub-Repicient Grant Award to the TPWD from the Department of Homeland Security FEMA.

Federal Grant Award #EMW-2012-SS-00018-S01; SSA Award 12-GA-48215-06

Grant Period: September 1, 2012 to August 15, 2014

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: June 13, 2014
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Stonegarden--OAG
ACCOUNT NUMBER: 4-1284-480-00-280-092-5-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
4-1284-480-00-280-092-5-131	Stonegarden OAG--Overtime	10,144.00
4-1284-480-00-280-092-5-583	Stonegarden OAG--Out of County employee travel	11,712.00
4-1284-480-00-280-092-5-581	Stonegarden OAG--In-County Travel	2,777.60
	TOTAL APPROPRIATIONS	24,633.60
4-1284-331-12-280-091-5-000	Operation Stonegarden 2012--OAG	24,633.60
	TOTAL REVENUES	24,633.60

REASON: **To appropriate budget for the Operation Stonegarden 2012 Supplemental Sub-Repicient Grant Award to the OAG from the Department of Homeland Security FEMA.**

Federal Grant Award #EMW-2012-SS-00018-S01; SSA Award 12-GA-48215-06

Grant Period: September 1, 2012 to August 15, 2014

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: June 13, 2014

DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra

DEPARTMENT NAME: Stonegarden--TXDPS

ACCOUNT NUMBER: 4-1284-480-00-280-090-5-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
4-1284-480-00-280-090-5-131	Stonegarden TXDPS--Overtime	530,880.20
	TOTAL APPROPRIATIONS	530,880.20
4-1284-331-12-280-090-5-000	Operation Stonegarden 2012--TXDPS	530,880.20
	TOTAL REVENUES	530,880.20

REASON: To appropriate budget for the Operation Stonegarden 2012 Supplemental Sub-Repicient Grant Award to the TXDPS from the Department of Homeland Security FEMA.

Federal Grant Award #EMW-2012-SS-00018-S01; SSA Award 12-GA-48215-06

Grant Period: September 1, 2012 to August 15, 2014

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-44876 **Health & Human Services Dept. 12. A.**

CC - REGULAR

Meeting Date: 06/17/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to submit grant application for the DSHS Community Preparedness Section Discretionary Funding Opportunity.

BACKGROUND

Department of State Health Services (DSHS) - Community Preparedness Section (CPS)
Public Health Emergency Preparedness (PHEP)

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1293-441-00-340-047-5-XXX

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

BUDGETARY IMPACT:

This grant requires a 10% local match.

Cash match for this grant was reserved during the budget process under account# 4-1100-491-01-000-293-5-891

Attachments

Announcement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/04/2014 04:44 PM
Manuel Chapa	Manuel Chapa	06/06/2014 11:38 AM
Rosalinda Cantu	Debbie Tamez	06/12/2014 04:15 PM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Mike Escaname Started On: 06/04/2014 04:21 PM

Final Approval Date: 06/13/2014

Department of State Health Services (DSHS) - Community Preparedness Section (CPS)
Public Health Emergency Preparedness (PHEP)
Budget Period (BP) 3 – COLLABORATIVE PROJECTS - Discretionary Funding Opportunity

****NOTE: NEW CRITERIA FOR COLLABORATIVE PROJECTS – THE DEPARTMENT OF STATE HEALTH SERVICES (DSHS), COMMUNITY PREPAREDNESS SECTION (CPS) IS ONLY SOLICITING STATEWIDE AND REGION WIDE PROJECTS THAT IMPACT/BENEFIT MULTIPLE JURISDICTIONS IN THE STATE, REGION OR AREAS WITHIN A REGION.**

The content of this document is to provide applicants with specific guidelines on strategies to assist with the completion of the Discretionary Project Application, to include a narrative and budget. The objective of this discretionary process is to assist the State and Local Health Departments (LHD's) in demonstrating measurable and sustainable progress toward achieving the 15 public health preparedness capabilities, mitigate gaps in preparedness plans and other activities to promote safer and more resilient communities.

The Public Health Funding & Policy Committee, Formula Funding Workgroup met and determined the BP3 PHEP Discretionary funds would be used to fund **only State-wide and Region-wide projects that benefit multiple jurisdictions in the state, region or areas within a region.** All PHEP discretionary projects submitted will be reviewed and approved through a DSHS, CPS competitive review process. PHEP discretionary funds are **"one-time only" funds** and projects should not incur any future recurring costs. All activities must be completed and funds expended by June 30th, 2015. Please note; those applicants issued a contract for their approved project(s) may need additional time for state and local contracting processes. Timelines must be realistic as most projects will only have **8-9 months to be completed.**

Collaborative projects may be submitted to CPS by DSHS central office entities, Health Service Regions (HSR), local health departments (LHD), and/or other governmental entities. **Each proposed project** must have a fully completed PHEP BP3 Discretionary Project Narrative form and budget template (to include a match budget if required). Success of the program includes expenditure of all discretionary funding for the approved projects in the prescribed manner and time frame.

Program Requirements

For PHEP discretionary projects, applicants must address and comply with PHEP program requirements, as well as CDC cooperative agreement guidance. Projects must align within the scope of at least one of the fifteen (15) PHEP capabilities referenced in the CDC PHEP funding opportunity announcement.

The following items/activities are NOT allowed:

- Fund raising activities or lobbying.
- Food (allowable only in limited instances such as exercises when food is necessary not to disrupt continuity of exercise.)
- Research.
- Construction or major renovations (cannot change the footprint).
- Clinical care.
- Vehicle purchases.
- Pre-award costs reimbursement.
- Supplanting existing state or federal funds for activities described in the budget.
- Serving as a conduit for an award to another party or provider who is ineligible.
- Payment or reimbursement of backfilling costs for staff.
- Electronic medical records systems.
- Vector Controls such as foggers and larvacides.
- Recurring costs.
- Full-time personnel; salaries.
- Broad "other operating costs", must be project driven.

Matching Requirements (ALL Contractors)

Funds awarded must be matched by costs or third party contributions that are not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching. The non-federal contributions (match) may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the Contractor incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that are applicable to the use of Federal funds, including prior approval requirements and other rules for allowable costs as described in 45 CFR 74.23 and 45 CFR 92.24.

Application Package

The required application package associated with this opportunity includes:

- Application Narrative (template provided)
  - Must show a strong link to PHEP activities and demonstrate clear and concise milestones and activities with a timeline for achieving all activities.
- Application Budget (template provided)
- Application Match Budget (contractor only – template provided)

Submission Due Date

Applications are required to be submitted electronically to CPSRCT@dshs.state.tx.us and contractors need to send a copy to the assigned contract manager no later than **5:00 pm on Wednesday, June 18, 2014.** Late or incomplete application packets could result in a poorly scored project and therefore impact the likely-hood of being approved and/or funded.

Review and Funding Process

Each project will be reviewed by the Tollgate Review Committee (TGRC) comprised of representatives from a local health department, a health service region and the central office. Initial eligibility of a project is based on scope alignment with at least one of the fifteen PHEP capabilities, state-wide or region-wide project with benefit to multiple jurisdictions, and compliance with the PHEP funding opportunity announcement rules. If the project meets these first three eligibility requirements, the proposal will be scored using the PHEP discretionary project evaluation tool. The Committee will rank projects according to their score. Available funding will determine the number of projects that may be funded. As projects are implemented, DSHS central office project managers are assigned to provide guidance and oversight and to monitor project progress and expenditures. Projects are expected to be completed within the prescribed timeline and with funds completely expended by the close of the period. Applicants are required to submit monthly reports outlining milestones/activities/tasks and budget activities to date. The TGRC will convene monthly to discuss project progress and expenditures with project managers and to identify projects that may be in jeopardy of not being completed by the end of the project period. The TGRC reserves the right to redirect discretionary project funds to other viable projects if necessary.

Reporting Requirements

Applicants must provide a monthly update of progress and activities documented and submitted on the "BP3 PHEP Discretionary Project Report" also known as "Monthly Project Report". Submission dues dates will be outlined once funds are awarded. Applicants will also be required to provide other reports as requested.

This report assists DSHS in tracking project expenses and progress; and increases the likelihood all discretionary project funds will be expended by the required due date. CPS leadership will assign a CPS staff member ("Project Manager") to support each project. The CPS Project Manager will provide technical assistance and assist with any barriers identified, and will work with each project to ensure successful completion. The Project Manager will review the monthly project reports and provide information on project progress and expenditures to the TGRC.

AI-44909 **Health & Human Services Dept. 12. B.**

CC - REGULAR

Meeting Date: 06/17/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval of the following claim/invoice with authority for the County Treasurer to issue payment/check after review, audit and processing procedures are completed by County Auditor.

1. Kevin Nolting Consulting, LLC - Invoice #418 - $902.07

BACKGROUND

Kevin Nolting is the consultant for Hidalgo County to provide support and additional guidance to RHP 5 Anchor. On April 10th, Hidalgo County (RHP 5 Anchor) had a provider meeting to discuss upcoming deadlines and 1115 Waiver DSRIP project updates. Mr. Nolting was asked to attend the meeting. As per the contract, Hidalgo County agreed to pay for travel expenses. Expenses incurred were for air fare, meals, airport parking, fuel and car rental. These expenses will be paid from DSRIP DY1 funds received.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-444-00-240-005-0-320

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

BUDGETARY IMPACT:

Funds available through PO #705770, as of 6/13/14.

Attachments

Invoice

Receipts/Backup

Form Review

Inbox	Reviewed By	Date
Perla Lopez (Originator)	Perla Lopez	06/13/2014 11:40 AM
Budget & Management	Debbie Tamez	06/13/2014 01:49 PM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Perla Lopez Started On: 06/05/2014 03:34 PM

Final Approval Date: 06/13/2014

Kevin Nolting Consulting, LLC

10812 Wintergreen Hill
Austin, Texas 78750
512-506-8711 **cnolting@noltingconsulting.com**

Invoice

Date	Invoice #
6/4/2014	418

Bill To
Hidalgo County, Texas ATTN: Ms. Perla Lopez 1304 South 25th Avenue Edinburg, Texas 78542

Contract Date	Terms
2014	Net 30

Description of Activity or Expense	Date	Amount
Monthly Travel Expenses for April 10, 2014 Meeting	5/10/2014	902.07
Thank you for your business.	**Total**	**$902.07**

HIDALGO COUNTY
TIME SHEET

Client: Hidalgo County
Subject Area: RHP Planning
Analyst: Kevin Nolting

Month/Year: 4/1/2014

Date	Brief Description of Activity	Consultant Hours
	Total Hours	-

Monthly Summary	
Time:	-
Expense:	902.07
Total Invoiced:	902.07

HIDALGO COUNTY
EXPENSE SHEET

Client: Hidalgo County
Subject Area: RHP Planning
Analyst: Kevin Nolting

Month/Year: 4/1/2014

Date	Brief Description of Expense	Amount
3/27/2014	Southwest Airlines - 1st leg of trip	240.00
3/27/2014	Southwest Airlines - 2nd leg of trip	242.00
3/27/2014	Southwest Airlines - 3rd and final leg of trip	227.00
4/10/2014	Budget Rent-a-Car	63.59
4/9/2014	Best Western Plus	76.26
4/9/2014	Meal/s	15.22
4/10/2014	Fuel for Rental Car	18.00
4/10/2014	Airport Parking	20.00

R.A.#: HRL-347592

Weslaco Ford LLP/Budget RAC/HRL
3210 E Grimes
Harlingen, TX 78550
956-507-4003 (Fax)

HOURS:
M-F: 07:00 AM - 10:30
Sat: 08:00 AM - 08:00
Sun: 08:00 AM - 10:30

RATES DO NOT INCLUDE FUEL
OUT E 1/8 1/4 3/8 1/2 5/8 3/4 7/8 X
IN E 1/8 1/4 3/8 1/2 5/8 3/4 7/8 X
USE PREMIUM FUEL
INITIAL

VEHICLES CONSIDERED EMBEZZLED IF NOT RETURNED WHEN DUE

RENTER:
KEVIN NOLTING
10812 WINTERGREEN HILL
AUSTIN TX, 78750 (512) 799-8529
08342802 TX 05/26/2016

Vehicle# 4929701 Plate# DBG5696
Model ACCORD Color SILVER
VIN 1HGCP2F35CA162485
Daily Mileage: 200

	Date	Time
IN	04/10/2014	13:02
OUT	04/09/2014	19:12
DUE	04/10/2014	14:00

VEHICLE MAY BE DRIVEN ONLY WITHIN THE RADIUS OR LOCAL LISTED BELOW:
100
INITIAL

MILES IN	25472
MILES OUT	25385
DRIVEN	87
ALLOWED	200

Notes:
REPRINT
UPGRADED CUSTOMER TO ACCORD FREE OF CHARGE WITH COUPON PRESENTED -IRMA

VEHICLE 4929701
VALUE $ 0.00

ONLY PERSONS LISTED ON THIS AGREEMENT, OR OTHERWISE AUTHORIZED BY A VEHICLE RENTAL LAW OF THIS STATE MAY OPERATE THE VEHICLE
INITIAL

0 MILES	0.40	0.00
0 HRS	34.50	0.00
1 DAYS	45.99	45.99
WKS		
TOTAL TIME & MILES		
Ttlr/C	1@ 7.00	7.00
	@ 7.50 Gal.	
Upgrade	5.00	
CleanUp	5.00	
GARS	5.00	
ADDL 100	10.00	
Addl. Charges		$0.00
Airport Fee		$5.30
Adjustment(s)		$0.00
SubTotal		$52.99
TAX - 10 %		$5.30
TOTAL DUE		$63.59
PAYMENT RECEIVED (Initial)		$0.00
PAYMENT RECEIVED		$63.59
BALANCE DUE		$0.00
REFUND RECEIVED INITIAL		$0.00

Collision Damage Waiver
C.D.W 15.99/DAY 1000.00 Deductible

Return Vehicle to 3210 Grimes, Harlingen, TX 78550

NOTICE: Your rental agreement offers, for an additional charge, an optional waiver to cover all or part of your responsibility for damage to or loss of the vehicle. Before deciding whether to purchase the waiver, you may wish to determie whether your own automobile insurance or credit card agreemet provides you coverage for rental vehicle damage or loss and determine the amount of the deductible under your own insurance coverage. The purchase of the waiver is not mandatory. The Waiver is not insurance.

All accidents require a police report* Weekend rates require a 2 day minimum & must be returned by Monday or regular rates will apply for the full time of rental* A minimum charge of $100 for lost keys _____
You, the renter, are responsible for any charges incurred hereafter including, but not limited to toll fees, administrative fees, etc._____
All of our vehicles are non smoking. A minimum charge of $250 will be applied should smoking in the vehicle occur during the rental period. _____
Vehicles returned with less than full will be assessed a fuel charge of $7.50 per gallon refuel charge.

Our Vehicles are not allowed into Mexico without the Budget prepurchase of Mexico

ACCEPT DECLINE
_____ CDW _____
_____ PAI _____
_____ SLI _____
_____ RHP _____

ONLY DRIVERS AUTHORIZED BY BUDGET ARE PREMITTED TO OPERATE THE VEHICLE:
RENTER IS RESPONSIBLE FOR ALL INJURY AND DAMAGE CAUSED BY UNAUTHORIZED DRIVERS
Your signature below is considered made on the applicable credit card voucher. All information entered on this page is correct (including options accepted or declined by me), and I agree to all terms of this agreement (Pages 1 and 2)

,, 12/31/2040
Renter's Signature _____
Add'l Renter's Signature _____

RENTAL AGENT
OUT IRMA IN: PERLA

READ ALL TERMS OF AGREEMENT CAREFULLY; AMOUNTS DUE SUBJECT TO FINAL AUDIT

Taco Palenque Edinburg
(956)219-0200
409 E. Trenton Rd.

19

Host: Term2 04/09/2014
19 8:05 PM
20244

P3 ENCH ROJAS CHZ	7.99
TACO CRISP PICADILLO (2 @1.99)	3.98
DRINK LARGE	2.09
Subtotal	14.06
Tax	1.16
[illegible]	15.22
M/C #XXXXXXXXXXXX8108	$ 15.22
Auth:09498C	

SIGNATURE : _____

Thank You!
****
Comments, Suggestions?
1-866-233-8226
Visit us at:
www.tacopalenque.com

Austin - AUS - FP&R
2300 Spirit of TX Drive
78617 Del Valle

Fee Comput 04/11/14 13:58
Cashier 5
Receipt 027748

Excess Time	
R2 - Public	
Austin Fast Park	
04/09/14 17:16 -	
04/11/14 13:58 -	
Period 1d20h43'	
(TAX)	$20.00
Sub Total	$20.00
TAX	$0.00
Total	$20.00

Payment Received
MC $20.00
XXXXXXXXXXXX8108
Merch:181207993000
Auth:05190C
Type: Swiped

Deliv. Date=Receipt Date

Includes 8.25% sales tax
and 10% airport fee.

BW PLUS EDINBURG INN & SUITES
2708 S BUSINESS HIGHWAY 281
EDINBURG, TX 78539

(956) 318-0442
BWEdinburg@gmail.com
www.Bestwestern.com/edinburginnandsuites

04/10/2014 08:25 AM

Registered To:

NOLTING, KEVIN
10812 WINTERGREEN HIL
AUSTIN, TX 187500000

(512) 506-8711

Room #	208-A
Conf #	720548572-01
Arrival	04/09/14
Departure	04/10/14
Room Type	KNS-KING JR STE
Guests	1 / 0
Payment	Visa/Master
Acct	XXXX-XXXX-XXXX-8108

Posting	Oper	AcctCo	Description	From	Reference	Amount
04/09/14	WSILVA	RC	ROOM CHRG REVENUE			$67.49
04/09/14	WSILVA	CITY	CITY OCCUPANCY TAX			$4.72
04/09/14	WSILVA	STAT	STATE OCCUPANCY TAX			$4.05
04/09/14	WSILVA	VS	PAYMENT VISA/MC		8108 - 01516C	$76.26-

Balance Due	**$0.00**

THE UNDERSIGNED GUEST AGREES TO PAY THE AMOUNT INDICATED ON THE BALANCE DUE PORTION OF THIS INVOICE. IF THE CHARGES ARE TO BE BILLED TO A THIRD PARTY, THE UNDERSIGNED AGREES TO BE PERSONALLY LIABLE FOR PAYMENT
OF THE CHARGES IN THE EVENT THAT THE INDICATED THIRD PARTY,PERSON, COMPANY OR ASSOCIATION FAILS TO PAY FOR ANY PART OR THE FULL AMOUNT OF SUCH CHARGES INCLUDING A $50.00 ROOM RECOVERY FEE FOR SMOKING IN A NON-SMOKING ROOM AND A $100.00 ROOM RECOVERY FEE FOR UNDECLARED PETS.

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Each Best Western® branded hotel is independently owned and operated.

Signature

SOUTHWEST.COM

Austin, TX - AUS to Harlingen, TX - HRL

Save as Frequent Trip | Book This Trip | View Receipt

Air

earned + 3,224 PTS

Passenger: KEVIN NOLTING Confirmation #MFGWAY

ACCT#391963552

AIR ITINERARY

Flight - Business Select Fare

APR 9 WED | **Austin, TX - AUS to Harlingen, TX - HRL**
04/09/2014

PRICING

Print

Trip	Routing	Fare Type	Fare
Flight	AUS-HRL	Business Select	$214.88
		Govt. Taxes & Fees	$27.12
		Dollar Total:	**$242.00**

Dollar Grand Total: **$242.00**
Total Points Earned: **3,224**

SOUTHWEST.COM

Harlingen, TX - HRL to Dallas (Love Field), TX - DAL

Save as Frequent Trip | Book This Trip | View Receipt

Air

earned **+ 3,140 PTS**

Passenger: KEVIN NOLTING **Confirmation #M8IWGD**

ACCT#391963552

AIR ITINERARY

Flight - Business Select Fare

APR 10 THU | **Harlingen, TX - HRL to Dallas (Love Field), TX - DAL**
04/10/2014

PRICING

Print

Trip	Routing	Fare Type	Fare
Flight	HRL-DAL	Business Select	$209.30
		Govt. Taxes & Fees	$30.70
		Dollar Total:	**$240.00**

Dollar Grand Total: **$240.00**
Total Points Earned: **3,140**

SOUTHWEST.COM

Dallas (Love Field), TX - DAL to Austin, TX - AUS

Save as Frequent Trip | Book This Trip | View Receipt

Air

earned + 3,014 PTS

Passenger: KEVIN NOLTING

Confirmation #M2CWAB

ACCT#391963552

AIR ITINERARY

Flight - Business Select Fare

APR 11 FRI | **Dallas (Love Field), TX - DAL to Austin, TX - AUS**
04/11/2014

PRICING

Print

Trip	Routing	Fare Type	Fare
Flight	DAL-AUS	Business Select	$200.93
		Govt. Taxes & Fees	$26.07
		Dollar Total:	**$227.00**

Dollar Grand Total: **$227.00**
Total Points Earned: **3,014**

CHASE

K. NOLTING (...2577)

	Trans Date	Post Date	Type	Description	Expense Category	Amount
☐	04/10/2014	04/13/2014	Sale	EXXONMOBIL 45359510 HARLINGEN, TX	Auto Related Memo For Hidalgo for 4/10/14 Meeting	$18.00

AI-44588 **Facilities Management 13. A.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted For: Facilities Management **Submitted By:** Glinda Pacheco, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Facilities Management:
Requesting approval to process the following invoice as a claim with authority for the County Treasurer to issue payment after review, audit, and processing procedures are completed by the County Auditor:

Vendor:	Notification #	Date:	Amount:
Department of State Health Services	2014002160	05/01/2014	62.00
		Total:	62.00

BACKGROUND

Processing as a claim due to invoice from DSHS was an unknown amount as stated on original invoice from AAMECC.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-419-40-220-001-0-890

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

BUDGETARY IMPACT:

Funding available pending CC approval of AI-44865.

Attachments

AAMECC Proposal
TDSHS Fee Invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/06/2014 09:47 AM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Glinda Pacheco Started On: 05/16/2014

Final Approval Date: 06/13/2014

AAMECC LLC

1327 E. Washington Ave. #242, Harlingen, TX 78550

March 6, 2014

Mr. Moises Salazar
Hidalgo County Purchasing
2802 S. Business Hwy 281
Edinburg, TX 78539
(956) 292-7000 x4863 (O)
moises.salazar@co.hidalgo.tx.us

Re: Asbestos Consulting
County Administration Building
100 E. Cano
Edinburg, TX 78539
AAMECC Proposal No.: 14-318 (Revision 1)

Dear Mr. Salazar:

AAMECC LLC is pleased to submit the following proposal to provide asbestos consulting services for the above referenced facility. AAMECC is a Texas Department of State Health Services (DSHS) licensed asbestos consulting agency no. 10-0495. The proposed scope of work, the proposed budget, and our anticipated work schedule is outlined below using the approved TIPS Contract No: 1042513 for professional services.

SCOPE OF WORK

AAMECC's project approach consists of three (3) tasks: **first**, prepare specifications for the abatement project, which includes approximately 12 linear feet of asbestos containing black mastic on piping on the second floor and approximately 340 square feet of AC ductwork black mastic; **second**, provide project monitoring services; and **third**, provide air monitoring services for the abatement project.

Task 1.0 Specifications

AAMECC shall prepare the abatement specifications. These specifications shall itemize areas to be abated for long term liability control and will be prepared by a DSHS licensed asbestos consultant. DSHS Notifications will be prepared and submitted for each location.

Task 2.0 Project Air Monitoring

AAMECC will carry out the necessary area and clearance air sampling to establish a baseline in support of the environmental compliance requirements of the project using Phase Contrast Microscopy (PCM).

Task 3.0 Air Monitoring

AAMECC will carry out the necessary area air sampling to establish a baseline in support of the environmental compliance requirements of the project using Phase Contrast Microscopy (PCM). Additional, daily air monitoring will be conducted during the project along with final clearance sampling.

PROPOSED BUDGET

AAMECC proposes to carry out the above services for a lump sum amount of **$2,925**.

Task 1.0 Specifications	
Specifications (Consultant 8 hours @ $80/hr)	$640
DSHS License (per day)	300
Task 2.0 Project Monitoring	
Labor & Materials (Consultant 3 hr @ $80/hr)	240
Task 3.0 Air Monitoring	
Labor & Materials (Project Manager 24 hrs @ $50/hr)	1,200
PCM Analysis (15 @ $10.00 each)	150
Light Truck (3 days @ $65/day)	195
Task 4.0 Project Report	
Labor & Materials (Project Manager 4 hr @ $50/hr)	200
TOTAL COST	$2,925

The abatement of the asbestos containing material (ACM) is anticipated to take three (3) working days. **DSHS will invoice the Client directly for the notification fee** which is estimated to be $93.

SCHEDULE

AAMECC is prepared to initiate this project immediately.

Should this proposal meet with your approval, please issue a purchase order.

Sincerely,
AAMECC LLC

David A. Hanawa
Consultant

Texas Department of State Health Services

Asbestos Notification Program
PO Box 149347
Austin, Texas 78714-9347

May 01, 2014



HIDALGO COUNTY
MOISES SALAZAR
2802 S BUSINESS HWY 281
EDINBURG TX 78539

Asbestos Abatement/Demolition Notification Fee Invoice

Attention Facility Owner:

This invoice is for payment of an Asbestos Abatement/Demolition Notification submitted to the Department for the facility listed below. Payment must be received by the Department no later than the due date. Failure to pay the fee by the due date will result in the matter being referred to the Enforcement Unit for collection of the fee amount, and assessment of an administrative penalty for noncompliance with the Texas Asbestos Health Protection Rules.

Facility: **COUNTY ADMINISTRATION BUILDING**
Description: **ADMINISTRATION FIRST AND SECOND FLOOR**
Location: **100 E CANO, EDINBURG TX 78539**

Notification Number: **2014002160**

ARU: **2**

Amount Due: **$62.00**

Date Due: **July 01, 2014**

Fee Calculation: $30 /ARU – Min. Fee = $55 or Max. Fee = $3,210 + 3% + Fractional Dollar

Credit cannot be given for payment unless coupon and payment are returned together in coupon envelope provided. DO NOT combine fees for other notifications, accounts or programs. Make check/money order payment to: Department of State Health Services and mail to the lockbox address listed on the coupon below. For more information on the basis for Asbestos Notification fees go to **http://www.dshs.state.tx.us/asbestos/rules.shtm** to access the Texas Asbestos Health Protection Rules 295.61(j). If you have questions regarding this invoice please call the Notifications Group at (512) 834-6770 extension 2764.

DETACH AND MAIL WITH THE APPROPRIATE FEE
Payment MUST be accompanied with Coupon and Envelope.

---------- **CUT ALONG THIS LINE** ----------

Texas Department of State Health Services

Notification #:	**2014002160**
Budget/Fund/RTI:	**ZZ111/178 RTI317510**
Amount:	**$62.00**
Due:	**July 01, 2014**
Application #:	**182987**

Billed: May 01, 2014

HIDALGO COUNTY
MOISES SALAZAR
2802 S BUSINESS HWY 281
EDINBURG TX 78539

IMPORTANT: Payment MUST be accompanied with ORIGINAL coupon and color coded envelope. Mail payment to Lockbox address listed on this coupon. If original coupon and pink color coded envelope are not available, mail to: Cash Receipts Branch, MC 2003, Department of State Health Services, PO Box 149347, Austin, TX 78714

LOCKBOX - DSHS ASBESTOS/ DEMOLITION NOTIFICATION
PO BOX 12190
AUSTIN, TX 78711-2190

----------***Please Do Not Write Below This Line. For Office Use Only***----------

0 0017 14001000018298700O 00 00006200 7

AI-45063 **Urban County 14. A.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted For: Lupita V. Garcia **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Acceptance and approval of the Interlocal Cooperation Agreement between Hidalgo County and Hidalgo County Irrigation District No. 6 to improve Mile 2 North Road from Abram Road to La Homa Road to include a bridge over and across the Irrigation's main canal.

BACKGROUND

This interlocal agreement will ensure that all right-of-ways and easements are acquired for the improvements to Mile 2 North Road to include all bridge work. No monetary exchange will take place for this transaction.

Attachments

Interlocal Coop Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/13/2014 03:42 PM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Olga Lerma Started On: 06/13/2014 03:35 PM

Final Approval Date: 06/13/2014

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 6
AND THE COUNTY OF HIDALGO

THIS Agreement is made on this the ____ day of _____, 2014, by and between the **HIDALGO COUNTY IRRIGATION DISTRICT NO. 6**, hereinafter referred to as "Irrigation", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Irrigation is an irrigation district located in Hidalgo County, Texas; and

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

WHEREAS, Irrigation and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public infrastructure within their boundaries, and are desirous that the necessary improvements be done by County to improve Mile 2 North Road from to Abram Road to La Homa Road (the "Road");

WHEREAS, County desires to have the Road improved and expanded to a twenty four foot wide asphalt road with one forty (40) foot wide intersection with turning lanes at the intersection of the Road with FM 492;

WHEREAS, the expansion of the Road requires a bridge along the Road over and across Irrigation's Main Canal (the "Bridge");

WHEREAS, the Bridge will consist of a width of thirty two (32) feet with a thirty (30) foot roadway;

WHEREAS, the Bridge shall be a concrete structure with guard railing;

WHEREAS, the expansion of the Road also requires the removal an existing above ground irrigation canal known as Lateral 2-B (the "Canal") and to replace such above ground canal by a thirty-six (36) inch underground irrigation line to be located along the north right of way line of the Irrigation Lateral 2-B right of way (the "Underground Line");

WHEREAS, County and Irrigation have agreed to cooperate in the improvements to the Road as further herein described; and

WHEREAS, Irrigation and County are authorized to enter into this Agreement pursuant

to the Interlocal Cooperation Act, Texas Gov't. Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

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

1. County and Irrigation agree to improve the Road from Irrigation's main canal east to La Homa Road, construct the Bridge and replace the Canal with the Underground Line in accordance with the plans, specifications prepared by Hinojosa Engineering, Inc. and Javier Hinojosa Engineering respectively and as attached hereto as Exhibits A, B, C, D, E, F and G and incorporated herein.

2. Irrigation, at the sole cost and expense of County, within sixty (60) days from the date of the last party to execute this Interlocal Cooperation Agreement will provide deeds to County of those certain parcels of real property which parcels of real property are required or have been required for expansion of the Road, construction of the Bridge and removal of the existing above ground canal. The descriptions of such parcels of real property are attached hereto as Exhibit H.

3. County agrees to provide the cost of all engineering plans and specifications, the cost of all materials, labor and machinery either by its own forces or by third party contractor(s) required to expand the Road, construct the Bridge, remove the existing above ground irrigation canal and construct the Underground Line and the costs of any attorney's fees incurred by Irrigation, not to exceed $1,500.00, and engineering expenses incurred by Irrigation, not to exceed $1,000.00 in connection with this Agreement.

4. Irrigation and Irrigation's engineer shall approve the plans and specifications prepared by the engineer(s) procured by County for removing the existing above ground irrigation canal and the construction of the Undersigned Line prior to County commencing such work.

5. County and Irrigation will coordinate work schedules in order to provide for minimal disruption of traffic and operation of the Road, and will use their best efforts to complete the project contemplated herein within eighteen (18) months of the execution of this Agreement.

6. The parties agree that any former agreements between Irrigation and County pertaining to the improvement, construction or expansion of the Road, construction of the Bridge, removal of the above ground irrigation canal and construction of the Underground Line are hereby void and no longer in effect as of the day and year first written above.

7. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict

between and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.

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

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

10. **Texas Law to Apply.** This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Irrigation: Hidalgo County Irrigation District No. 6
Joe Aguilar, General Manager
P.O. Box 786. Mission, Texas 78572

If to County: County of Hidalgo
Attention: Ramon Garcia, County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

with copy to : Commissioner, Precinct No. 3
Attention: Joe M. Flores
724 N. Breyfogle
Mission, Texas 78574

Each notice, demand, request or communication which shall be delivered or

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

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

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

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

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

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

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

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

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

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

HIDALGO COUNTY IRRIGATION DISTRICT NO. 6

_____

COUNTY OF HIDALGO

_____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, Jr. County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____

Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project regarding Hidalgo County Irrigation District No. 6 and County desire to have Mile 2 North Road from Abram Road to La Homa improved and expanded to a twenty four foot wide asphalt road with one forty (40) foot wide intersection with turning lanes at the intersection of the Mile 2 Road with FM 492; and a bridge over and across a main irrigation canal (the "Project"), through an Interlocal Cooperation Agreement to be entered into with the Hidalgo County Irrigation District No. 6, and Hidalgo County.

By vote on_____ 2014, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

HINOJOSA ENGINEERING, INC. Structural Engineering • Civil Engineering • Land Surveying
REGISTRATION NUMBER F-908 EXPIRATION DATE 09/30/2013

EXHIBIT
tabbies A 1 of 3

METES AND BOUNDS DESCRIPTION

A 0.1831 acre tract of land, more or less, out of AMENDED MAP OF THE GOODWIN TRACT SUBDIVISIONS NO.1 AND NO. 2, RECORDED IN VOL. 8, PGS, 2A-3, HIDALGO COUNTY MAP RECORDS, Hidalgo County, Texas, a re-subdivision of The Goodwin Tract No. 1, (Vol. 5, Pg. 30, H. C. M. R.) and The Goodwin Tract Subdivision No. 2, (Vol. 5, Pg. 47, H. C. M. R.). Said 0.1831 acre tract being out of FIRST TRACT, of LAT 2-A PART OF MAIN CANAL AND RESERVOIR, PORCION 48 AT MILE 2, Filed for record in a General Warranty Deed, from E. M. Goodwin to: HIDALGO COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT No. 6, recorded in Volume 331, Page 137, Deed Records, Hidalgo County, Texas. Said 0.1831 acres, being more particularly described by metes and bounds as follows;

COMMENCING, for reference on the East line of a 50.00 foot Road, (Abram Road) and the Center Line of the Main Canal, at Mile 2, THENCE S 81° 19' 01" E, a distance of 913.94 feet, to a ½" iron rod set with cap "RPLS 5303", FOR THE POINT OF BEGINNING, and the northwest corner hereof;

THENCE, N 79° 44' 06" E, parallel to and 40.00' northerly of the centerline of the Main Canal, Hidalgo County Water Control & Improvement District No. 6, a distance of 751.46 feet, to the point of curvature of a curve to the left, for a corner hereof;

THENCE, continuing, parallel to and 40.00' northerly from the centerline of the Main Canal, Hidalgo County Water Control & Improvement District No. 6, along said curve to the left, a distance of 20.74 feet, to a ½" iron rod set with cap "RPLS 5303", said curve having a radius of 251.34 feet, (247.94' rec.) a central angle of 04° 43' 40", a chord bearing and distance of N 75° 58' 15" E, 20.73 feet, for the northeast corner hereof;

THENCE, S 69° 43' 57" E, a distance of 9.89 feet, to a ½" iron rod set with cap "RPLS 5303", for the southeast corner hereof;

THENCE, S 77° 35' 00" W, a distance of 52.47 feet, to a ½" iron rod set with cap "RPLS 5303", for a corner hereof;

THENCE, S 75° 59' 25" W, a distance of 71.64 feet, to a ½" iron rod set with cap "RPLS 5303", for a corner hereof;

THENCE, S 80° 35' 49" W, a distance of 116.43 feet, to a ½" iron rod set with cap "RPLS 5303", for a corner hereof;

THENCE, S 78° 41' 56" W, a distance of 118.83 feet, to a ½" iron rod set with cap "RPLS 5303", for a corner hereof;

THENCE, S 79° 54' 51" W, a distance of 116.69 feet, to a ½" iron rod set with cap "RPLS 5303", for a corner hereof;

THENCE, S 78° 56' 28" W, a distance of 114.65 feet, to a ½" iron rod set with cap "RPLS 5303", to for a corner hereof;

THENCE, S 79° 16' 41" W, a distance of 119.09 feet, to a ½" iron rod set with cap "RPLS 5303", for the southwest corner hereof;

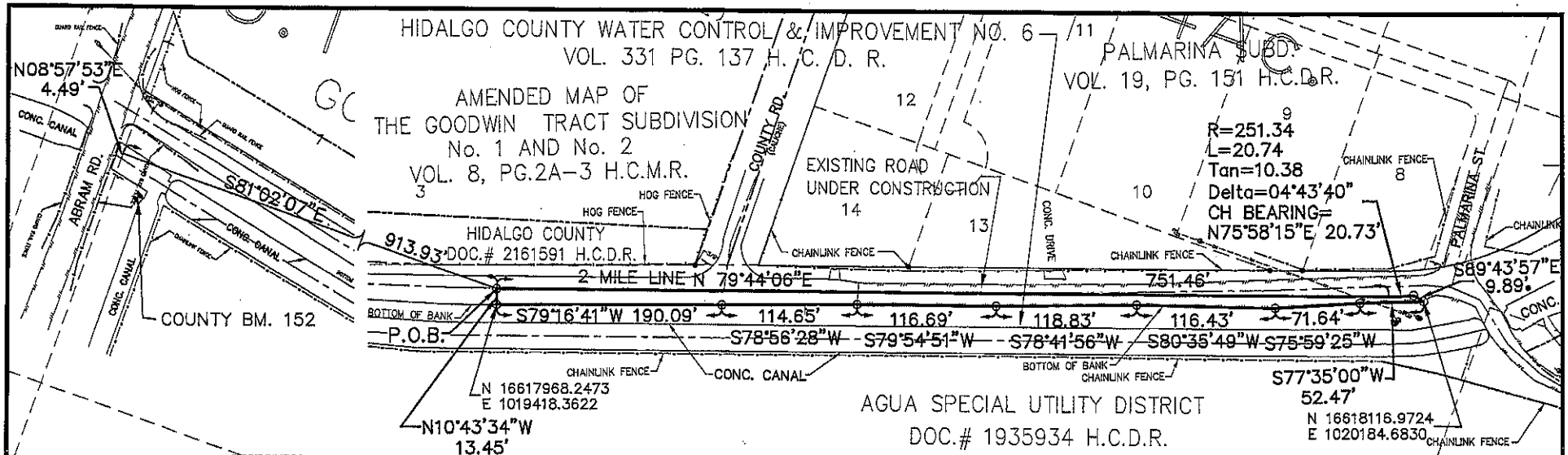
THENCE N 10° 43' 34" W, a distance of 13.45', to a ½" iron rod set with cap "RPLS 5303", FOR THE POINT OF BEGINNING, and the northwest corner hereof.

Basis of bearing: as per TEXAS STATE PLANE COORDINATE SYSTEM NAD 83, SOUTH ZONE.

The above description was done from an actual survey on the ground under my supervision on September 06, 2013.

EXHIBIT
tabbies
A 2 of 3

JORGE RODRIGUEZ, R.P.L.S. No. 5303



SURVEY PLAT OF 0.1831 ACRES OF LAND OUT OF AMENDED MAP OF THE GOODWIN TRACT SUBDIVISION NO. 1 AND NO. 2, VOL. 8, PAGES 2A-3, H.C.M.R.

AMENDED MAP OF
THE GOODWIN TRACT SUBDIVISION
No. 1 AND No. 2
VOL. 8, PG.2A-3 H.C.M.R.

THIS IS TO CERTIFY THAT I HAVE ON THIS DATE MADE A STANDARD LAND SURVEY ON THE GROUND UNDER MY SUPERVISION OF PROPERTY LOCATED IN HIDALGO COUNTY, TEXAS. DESCRIBED AS FOLLOWS;

DESCRIPTION:
A 0.1831 ACRE TRACT OF LAND, MORE OR LESS, OUT OF AMENDED MAP OF THE GOODWIN TRACT SUBDIVISIONS NO. 1 AND NO. 2, RECORDED IN VOL. 8, PG. 2A-3, H.C.M.R., BEING A RESUBDIVISION OF THE GOODWIN TRACT SUBDIVISION NO. 1, (VOL. 5, PG 30, H.C.M.R.) AND THE GOODWIN TRACT SUBDIVISION NO. 2, (VOL. 5, PG. 47, H.C.M.R.). SAID 0.1831 ACRE, TRACT OF LAND, MORE OR LESS, BEING OUT OF THE FIRST TRACT, OF LAT2-A PART OF MAIN CANAL RESERVOIR, PORCION 48, AT MILE 2, FROM: E. M. GOODWIN TO HIDALGO COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 6, RECORDED IN VOLUME 331, PAGE 137, DEED RECORDS, HIDALGO COUNTY, TEXAS.

NOTES:
SUBJECT TO SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO/AND OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA-TERRITORIAL JURISDICTION OF SAID PROPERTY.

THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT OR TITLE COMMITMENT.
SEE METES AND BOUNDS DATED (9-06-2013)

BASIS OF BEARING AS PER TEXAS STATE PLANE COORDINATE
SYSTEM NAD 83 SOUTH ZONE..

BY GRAPHICAL PLOTTING THIS PROPERTY FALLS IN FLOOD ZONE "C": AREA OF MINIMAL FLOODING
COMMUNITY PANEL NUMBER 480334 0400- C MAP REVISED DATE NOV. 16, 1982.

EXHIBIT
tabbies
A 3 of 3

LEGEND:
- POWER POLE
- GUY WIRE
- SIGN/MARKER
- ● 1/2" IRON ROD FOUND
- ○ 1/2" IRON ROD SET W/CAP (R.P.L.S. 5303)

SCALE: 1"=100'

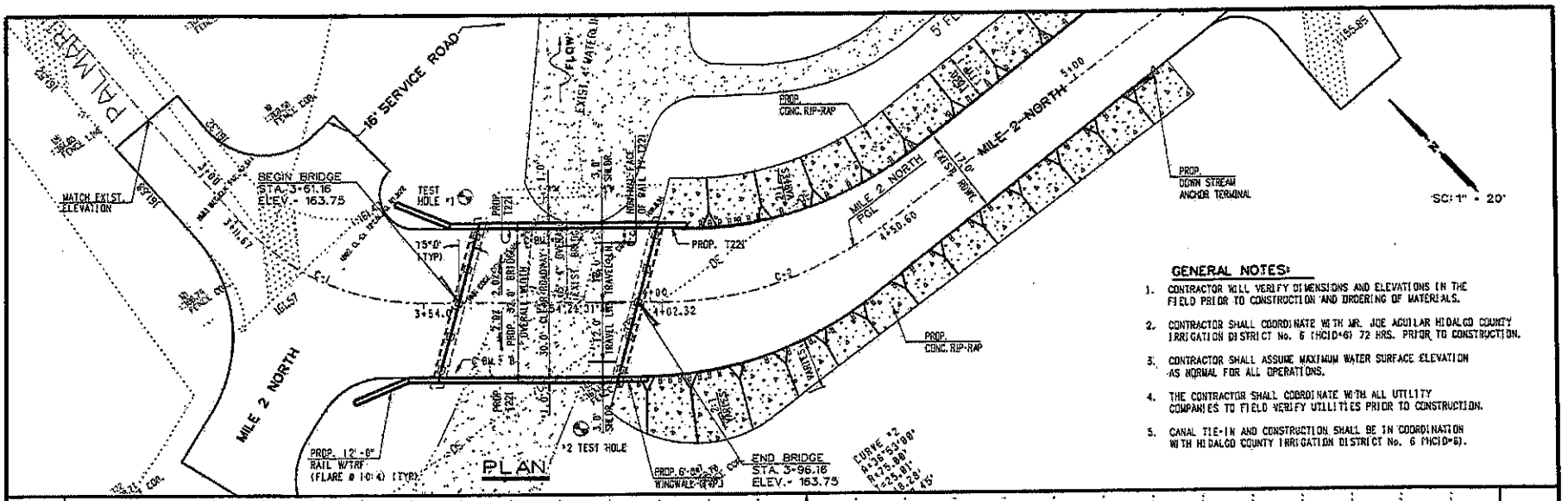
JOB NO. 06-358(D) DRAWN BY: RHG SURVEY DATE: 09-06-2013

STATE OF TEXAS
REGISTERED
JORGE RODRIGUEZ
5303
PROFESSIONAL
LAND SURVEYOR

Jorge Rodriguez 9-9-2013
JORGE RODRIGUEZ, R.P.L.S. NO. 5303

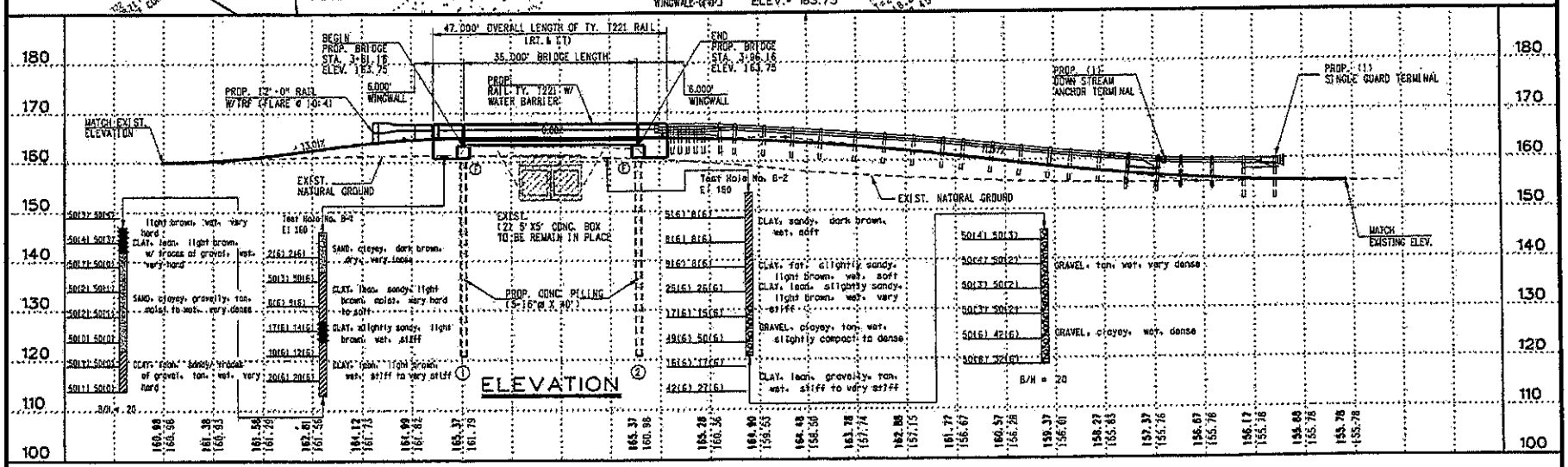
HINOJOSA ENGINEERING, INC.
STRUCTURAL ENGINEERING
CIVIL ENGINEERING • LAND SURVEYING
108 W. 18TH ST. MISSION, TEXAS
(956) 581-0143 FAX: (956) 581-2074
E-MAIL: HinojosaEnginc@aol.com
REGISTRATION NUMBER F-908 EXPIRATION DATE 9/30/2013

HINOJOSA ENGINEERING, INC. EXPRESSLY RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THIS DOCUMENT. THIS DOCUMENT SHALL NOT BE REPRODUCED, COPIED, CHANGED OR DISCLOSED IN ANY FORM OR MANNER WHATSOEVER WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN CONSENT OF H.E. INC. ©2013



GENERAL NOTES:

1. CONTRACTOR WILL VERIFY DIMENSIONS AND ELEVATIONS IN THE FIELD PRIOR TO CONSTRUCTION AND ORDERING OF MATERIALS.
2. CONTRACTOR SHALL COORDINATE WITH MR. JOE AGUILAR HIDALGO COUNTY IRRIGATION DISTRICT No. 6 (HCID#6) 72 HRS. PRIOR TO CONSTRUCTION.
3. CONTRACTOR SHALL ASSUME MAXIMUM WATER SURFACE ELEVATION AS NORMAL FOR ALL OPERATIONS.
4. THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES TO FIELD VERIFY UTILITIES PRIOR TO CONSTRUCTION.
5. CANAL TIE-IN AND CONSTRUCTION SHALL BE IN COORDINATION WITH HIDALGO COUNTY IRRIGATION DISTRICT No. 6 (HCID#6).



REVISIONS		PROJECT NO.	090106
		DATE	JUNE 27, 2013
		DRAWN BY	J. GARZA
		CHECK BY	JJR

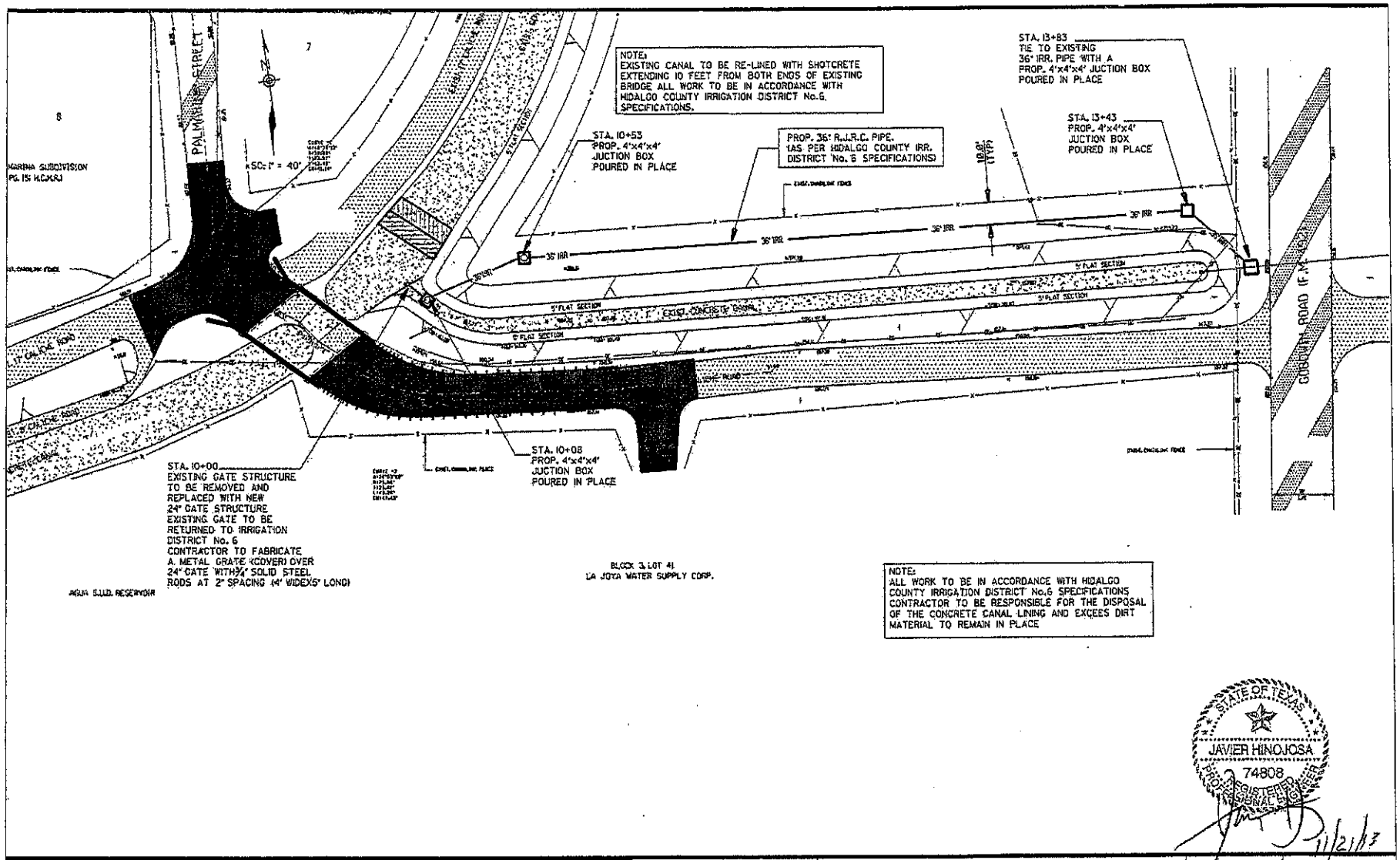
JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588
TBPE FF 1295

BRIDGE LAYOUT
MILE 2 ROAD
OVER HCID#6 CANAL
HIDALGO COUNTY PRECINCT 3

SHEET 35

EXHIBIT B 1 of 2

...\Bridge Layout_RS.dgn 8/7/2013 6:35:00 PM



STATE OF TEXAS
JAVIER HINOJOSA
74808
LICENSED PROFESSIONAL ENGINEER
11/21/13

REVISIONS	PROJECT NO. 898106
	DATE JUNE 27, 2013
	DRAWN BY J. GARZA
	CHK'D JH

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588
TBPE F° 1295

36" IRRIGATION LINE PLAN
MILE 2 ROAD
OVER HCID#6 CANAL
HIDALGO COUNTY PRECINCT 3

SHEET 24

EXHIBIT
B 2 of 2

...\Irrigation Line Plan RS.dgn 8/7/2013 6:31:31 PM

HINOJOSA ENGINEERING, INC. Structural Engineering • Civil Engineering • Land Surveying
REGISTRATION No. F-908 EXP. DATE 09-30-2014/ FIRM No. 10193753 EXP. DATE 12-31-13

METES AND BOUNDS DESCRIPTION

BEING a 0.3066 acre tract of land, more or less, out of Lateral 2-B Porcion 48, from MAIN CANAL to the West Line of a 50 Foot Road, described as the TENTH TRACT in a General Warranty Deed, from E. M. Goodwin to: HIDALGO COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO.6, recorded in Volume 331, Page 137, Deed Records, Hidalgo County, Texas, being out of and a part of The Goodwin Tract Subdivision No. 1, of lands in Porciones Forty-eight (48) and Forty-nine (49) in Hidalgo County, Texas, as shown by map of said Subdivision recorded in Map Records of Hidalgo County, Texas, Volume 5, at pages 17-18, to which reference is here made for all purposes. Said The Goodwin Tract Subdivision No. 1, being recorded in Volume 5, Page 30, Map Records, Hidalgo County, Texas, also, reflected in Amended Map of The Goodwin Tract Subdivisions No. 1, and No. 2, recorded in Volume 8, Pages 2A & 3, Map Records, Hidalgo County, Texas. Said, 0.3066-acre tract, being more particularly described by metes and bounds as follows,

COMMENCING for reference, at the East Right-of-Way Line of the Main Canal of Hidalgo County Water Control & Improvement District No.6, where the centerline of Lateral 2-B, intersects said Right-of-way line. THENCE, with the East Right-of-Way Line of the Main Canal of Hidalgo County Water Control & Improvement District No.6, and curve to the left, a distance of 10.05 feet, to a ½" iron rod set with cap "RPLS 5303", said curve having a radius of 316.34 feet(311.84 rec.), a central angle of 1° 49' 15", a chord bearing of N 51° 36' 40" E, and a chord distance of 10.05 feet, FOR THE POINT OF BEGINNING, and the northwest corner hereof;

THENCE, southeasterly with a curve to the left, a distance of 29.11 feet, to a ½" iron rod set with cap "RPLS 5303", said curve having a radius of 45.25 feet, a central angle of 36° 31' 58", a chord bearing of S 63° 10' 58" E, a chord distance of 28.36 feet, being 10.00 feet, parallel to the centerline of lateral 2-B, for a corner hereof;

THENCE, S 84° 56' 22" E, pass at distance of 334.27 feet, to a ½" iron rod set with cap "RPLS 5303", on the existing west right-of-way line of FM 492, continuing a total distance of 339.28 feet, to the west line of the old 50.00' Road, being 10.00 feet, parallel to the centerline of lateral 2-B, for the northeast corner hereof;

THENCE, S 8° 57' 53" W, with the west line of the old 50.00' Road, (Goodwin Road) FM 492, a distance of 35.08 feet, for the southeast corner hereof;

EXHIBIT
tabbies
C 1 of 3

108 W. 18TH STREET • MISSION, TEXAS 78572 • TEL (956) 581-0143 • FAX (956) 581-2074

THENCE, N 84° 56' 22" W, pass at a distance of 5.01 feet, a ½" iron rod set with cap "RPLS 5303", on the existing west right-of-way line of (Goodwin Road) FM 492, continuing a total distance of 337.80 feet, to a ½" iron rod set with cap "RPLS 5303", being 25.00 feet, parallel to centerline of lateral 2-B, for a corner hereof;

THENCE, northwesterly with a curve to the right a distance of 57.78 feet, to a ½" iron rod set with cap "RPLS 5303", on the East Right-of-Way Line of the Main Canal of Hidalgo County Water Control & Improvement District No.6, said curve having a radius of 80.25 feet, a central angle of 41° 15' 26"; a chord bearing of N 61° 41' 22" W, and a chord distance of 56.54 feet, being 25.00 feet, parallel to the centerline of lateral 2B, for the southwest corner hereof;

THENCE, with East Right-of-Way Line of the Main Canal of Hidalgo County Water Control & Improvement District No.6, and curve to the left, a distance of 35.25 feet, said curve having a radius of 316.34 feet, (311.84 rec.), a central angle of 6° 23' 06", a chord bearing of N 53° 53' 35" E, and a chord distance of 35.23 feet, FOR THE POINT OF BEGINNING, and the northwest hereof.

Basis of bearing: as per TEXAS STATE PLANE COORDINATE SYSTEM NAD 83, SOUTH ZONE.

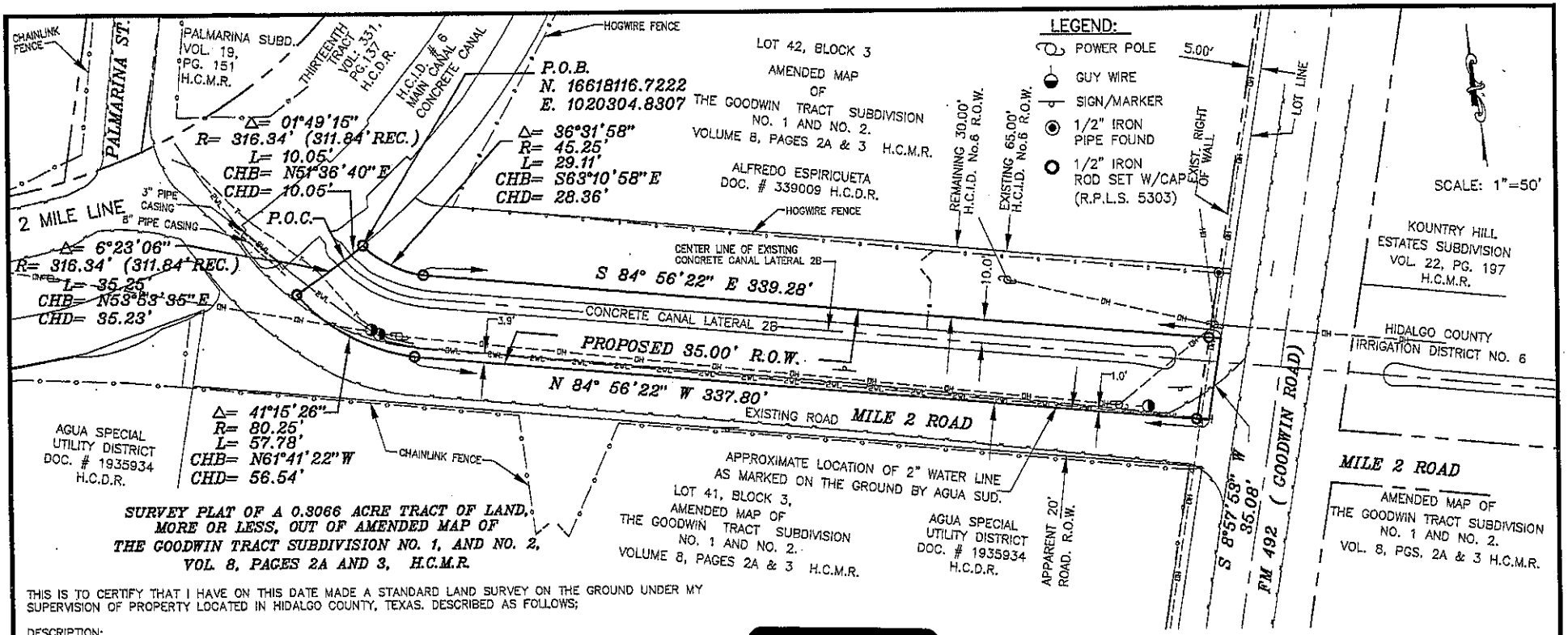
The above description was done from an actual survey on the ground under my supervision on November 18, 2013.

EXHIBIT
tabbies
C 2 of 3

JORGE RODRIGUEZ, R.P.L.S. No. 5303

12-04-2013

4 #2



SURVEY PLAT OF A 0.3066 ACRE TRACT OF LAND, MORE OR LESS, OUT OF AMENDED MAP OF THE GOODWIN TRACT SUBDIVISION NO. 1, AND NO. 2, VOL. 8, PAGES 2A AND 3, H.C.M.R.

THIS IS TO CERTIFY THAT I HAVE ON THIS DATE MADE A STANDARD LAND SURVEY ON THE GROUND UNDER MY SUPERVISION OF PROPERTY LOCATED IN HIDALGO COUNTY, TEXAS. DESCRIBED AS FOLLOWS;

DESCRIPTION:
A 0.3066 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LATERAL 2--B PORCION 48, FROM MAIN CANAL TO THE WEST LINE OF A 50 FOOT ROAD, DESCRIBED AS THE TENTH TRACT IN A GENERAL WARRANTY DEED, FROM E. M. GOODWIN TO: HIDALGO COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 6, RECORDED IN VOL. 331, PAGE 137, DEED RECORDS, HIDALGO COUNTY, TEXAS, BEING OUT OF AND A PART OF THE GOODWIN TRACT SUBDIVISION NO. 1, OF LANDS IN PORCIONES 48, AND 49, IN HIDALGO COUNTY, TEXAS, RECORDED IN VOL. 5, PGS, 17--18, H.C.M.R. SAID GOODWIN TRACT SUBDIVISION NO.1, RECORDED IN VOL. 5, PAGE 30, H.C.M.R. AND ALSO RECORDED IN AMENDED MAP OF THE GOODWIN TRACT SUBDIVISION NO. 1 AND NO. 2. VOL. 8, PAGES 2A--3, MAP RECORDS, HIDALGO COUNTY, TEXAS;

NOTES:
SUBJECT TO SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO/AND OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA--TERRITORIAL JURISDICTION OF SAID PROPERTY.

THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT OR TITLE COMMITMENT. SEE METES AND BOUNDS OF EVEN DATED (11--18--2013)

BASIS OF BEARING AS PER TEXAS STATE PLANE COORDINATE SYSTEM NAD 83 SOUTH ZONE. BM 152 N. 16618089.948 E. 1018532.481

BY GRAPHICAL PLOTTING THIS PROPERTY FALLS IN FLOOD ZONE "C": AREA OF MINIMAL FLOODING COMMUNITY PANEL NUMBER 480334 0400-- C MAP REVISED DATE NOV. 16, 1982.

EXHIBIT
tabbies
C 3 of 3

STATE OF TEXAS REGISTERED JORGE RODRIGUEZ 5303 PROFESSIONAL

12-04-2013
JORGE RODRIGUEZ, R.P.L.S. NO. 5303

JOB NO. 06--358(B) DRAWN BY: RHG SURVEY DATE: 11--18--13

HINOJOSA ENGINEERING, INC.
STRUCTURAL ENGINEERING
CIVIL ENGINEERING • LAND SURVEYING
108 W. 18TH ST. MISSION, TEXAS
(956) 581--0143 FAX: (956) 581--2074
E--MAIL: HinoJosaEnginc@aol.com
REGISTRATION NUMBER F--908 EXPIRATION DATE 9/30/2014
REGISTRATION NUMBER 10193753 EXPIRATION DATE 12/31/2013

HINOJOSA ENGINEERING, INC. EXPRESSLY RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THIS DOCUMENT. THIS DOCUMENT SHALL NOT BE REPRODUCED, COPIED, CHANGED OR DISCLOSED IN ANY FORM OR MANNER WHATSOEVER WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN CONSENT OF H.E. INC. ©2013

EXHIBIT

tabbies

D 1 of 3

PARCEL 1

METES AND BOUNDS DESCRIPTION
0.29 ACRE OF LAND
THE GOODWIN TRACT
SUBDIVISION NO. 1 AND NO. 2
HIDALGO COUNTY, TEXAS

LAND SURVEYORS

LLC

A tract of land containing 0.29 acre of land, situated in the City of La Joya, Hidalgo County, Texas, being out of **GOODWIN TRACT SUBDIVISION No. 1 AND No. 2,** map reference: Volume 8, Page 2, H.C.M.R., and said 0.29 acre of land being being a part or portion of a tract of land deeded to Hidalgo County Water Control & Improvement District No. 6, recorded in Volume 331, Page 137, H.C.D.R., and said 0.29 acre of land being more particularly described as follows;

COMMENCING on the Northwest corner of Lot 47, the East right-of-way of Goodwin Palm Drive and the South right-of-way line of a 25.0 foot Road, recorded in Volume 8, Page 2, H.C.M.R., THENCE, N 09° 03'43" E, along the East right-of-way of Goodwin Palm Drive, a distance of 25.05 feet to an iron rod found on the North line of said 25.0 foot Road, for the southwest corner of this tract and the **POINT OF BEGINNING;**

THENCE, N 09° 03' 43" E, continuing along the East right-of-way of said Goodwin Palm Drive, a distance of 5.01 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, for the northwest corner of this tract;

THENCE, S 84° 54' 08" E, a distance of 540.05 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, for a point of curvature of this tract;

THENCE, along said curve to the left with a radius of 593.69 feet, an interior angle of 33° 15' 26", an arc length of 344.61 feet, a tangent of 177.31 feet and a chord that bears N 78° 28' 09" E, a distance of 339.79 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, on a point of tangency of this tract;

THENCE, N 61° 45' 52" E, a distance of 835.34 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, for a point of curvature of this tract;

THENCE, along said curve to the right with a radius of 696.78 feet, an interior angle of 68° 25' 12", an arc length of 832.06 feet, a tangent of 473.71 feet and a chord that bears S 84° 06' 09" E, a distance of 783.50 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set on the West right-of-way line of Goodwin East Road, for the northeast corner of this tract;

THENCE, S 08° 57' 30" W, along the West right-of-way line of said Goodwin East Road a distance of 5.85 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set on the North right-of-way line of said 25.0 foot existing road, for the southeast corner and a point of curvature of this tract;

THENCE, along the North right-of-way line of said 25.0 foot road and said curve to the left with a radius of 691.78 feet, an interior angle of 68° 30' 54", an arc length of 827.24 feet, a tangent of 471.15 feet and a chord that bears N 83° 53' 58" W, a distance of 778.82 feet to a ½" iron rod found, on a point of tangency of this tract;

THENCE, S 61° 45' 52" W, continuing along the North right-of-way line of said 25.0 foot road, a distance of 837.22 feet to a ½" iron rod found, for an outside corner and a point of curvature of this tract;

THENCE, continuing along the North right-of-way line of said 25.0 foot road and said curve to the right with a radius of 598.69 feet, an interior angle of 33° 15' 33", an arc length of 347.53 feet, a tangent of 178.81 feet and a chord that bears S 78° 28' 06" W, a distance of 342.67 feet to a ½" iron rod found, on a point of tangency of this tract;

THENCE, N 84° 54' 08" W, continuing along the North right-of-way line of said 25.0 foot road, a distance of 540.39 feet to the **POINT OF BEGINNING**, containing 0.29 acre of land, more of less.

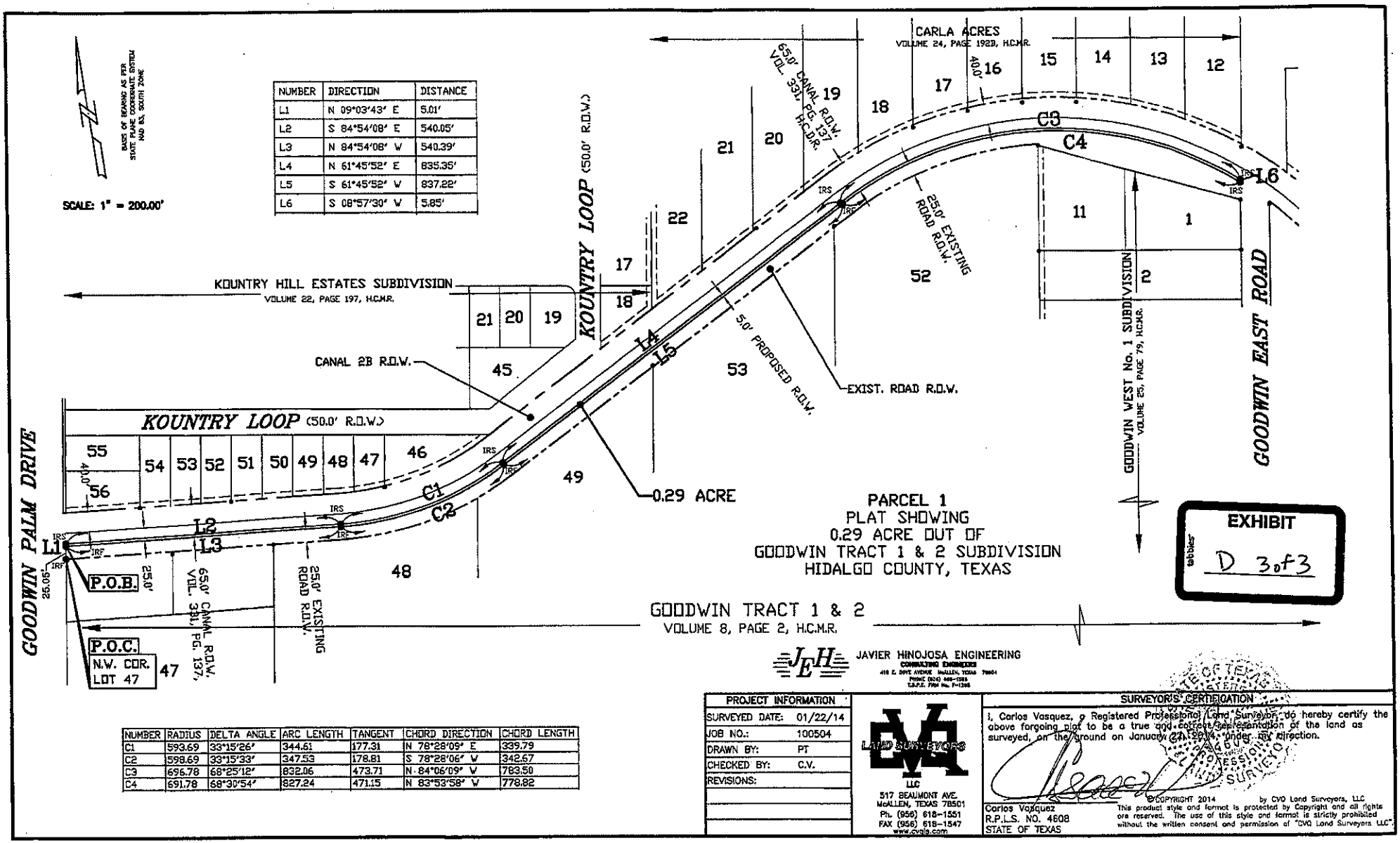
Bearing basis as per **TEXAS STATE PLANE COORDINATES SYSTEM NAD 1983, South Zone.**

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON JANUARY 22, 2014.

Carlos Vasquez, R.P.L.S. No. 4608
CVC Land Surveyors, LLC

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL
LAND SURVEYOR

EXHIBIT
tabbies
D 2 of 3



NUMBER	DIRECTION	DISTANCE
L1	N 09°03'43" E	5.01'
L2	S 84°54'08" E	540.05'
L3	N 84°54'08" W	540.39'
L4	N 61°45'52" E	835.35'
L5	S 61°45'52" W	837.22'
L6	S 08°57'30" W	5.85'

NUMBER	RADIUS	DELTA ANGLE	ARC LENGTH	TANGENT	CHORD DIRECTION	CHORD LENGTH
C1	593.69	33°15'26"	344.61	177.31	N 78°28'09" E	339.79
C2	598.69	33°15'33"	347.53	178.81	S 78°28'06" W	342.67
C3	696.78	68°25'12"	832.06	473.71	N 84°06'09" W	783.50
C4	691.78	68°30'54"	827.24	471.15	N 83°53'58" W	778.82

PARCEL 1
PLAT SHOWING
0.29 ACRE OUT OF
GOODWIN TRACT 1 & 2 SUBDIVISION
HIDALGO COUNTY, TEXAS

EXHIBIT
tabbies D 3 of 3

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DAFFODIL AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1515
T.B.P.E. FIRM No. F-1386

PROJECT INFORMATION	
SURVEYED DATE:	01/22/14
JOB NO.:	100504
DRAWN BY:	PT
CHECKED BY:	C.V.
REVISIONS:	

LAND SURVEYORS LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78501
Ph. (956) 618-1551
FAX (956) 618-1547
www.cvgis.com

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, a Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed, on the ground on January 27, 2014, under my direction.

Carlos Vasquez
R.P.L.S. NO. 4608
STATE OF TEXAS

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PARCEL 2

METES AND BOUNDS DESCRIPTION
0.25 ACRE OF LAND
THE GOODWIN TRACT
SUBDIVISION NO. 1 AND NO. 2
SHARE 1, PORCION 49
HIDALGO COUNTY, TEXAS

LLC

EXHIBIT
tabbies
E 1 of 3

A tract of land containing 0.25 acre of land, situated in the City of La Joya, Hidalgo County, Texas, being out of **GOODWIN TRACT SUBDIVISION No. 1 AND No. 2,** map reference: Volume 8, Page 2, H.C.M.R., and also being out of **SHARE 1, PORCION 49,** map reference: Volume 5, Page 17, H.C.M.R., and said 0.25 acre of land being being a part or portion of a tract of land deeded to Hidalgo County Water Control & Improvement District No. 6, recorded in Volume 331, Page 100, and Volume 329, Page 171, H.C.D.R., and said 0.25 acre of land being more particularly described as follows;

COMMENCING on the Northeast corner of Lot 11, of said Share 1, Porcion 49, the West right-of-way line of MInnesota Road, and the South line of a 25.0 foot Road, THENCE, N 08° 57' 47" E, along the East right-of-way line of said Minnesota Road, a distance of 25.22 feet to an iron rod found on the North line of said 25.0 foot Road, on a point of a curve for the southeast corner of this tract and the **POINT OF BEGINNING;**

THENCE, along the north line of said 25.0 foot Existing Road and said curve to the left with a radius of 453.34 feet, an interior angle of 25° 06' 27", an arc length of 198.66 feet, a tangent of 100.95 feet and a chord that bears S 78° 59' 06" W, a distance of 197.07 feet to an iron rod found, on a point of tangency of this tract;

THENCE, S 66° 25' 52" W, continuing along the North line of said 25.0 foot Existing Road, a distance of 999.20 feet to an iron rod found, on a point of curvature of this tract;

THENCE, continuing along north line of said 25.0 foot Existing Road and said curve to the right with a radius of 598.69 feet, an interior angle of 62° 30' 14", an arc length of 653.11 feet, a tangent of 363.32 feet and a chord that bears N 81° 50' 22" W, a distance of 621.20 feet to an iron rod found, on a point of tangency of this tract;

THENCE, N 50° 59' 08" W, continuing along the North line of said 25.0 foot Existing Road, a distance of 211.70 feet to an iron rod found, on a point of curvature of this tract;

THENCE, continuing along north line of said 25.0 foot Existing Road and said curve to the right with a radius of 312.94 feet, an interior angle of 22° 07' 03", an arc length of 120.80 feet, a tangent of 61.16 feet and a chord that bears N 39° 32' 41" W, a distance of 120.05 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, for an outside corner of this tract;

THENCE, S 42° 04' 05" E, a distance of 121.37 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, for an inside corner of this tract;

THENCE, S 50° 59' 08" E, a distance of 209.47 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, on a point of curvature of this tract;

THENCE, along said curve to the left with a radius of 593.69 feet, an interior angle of 62° 30' 12", an arc length of 647.65 feet, a tangent of 360.28 feet and a chord that bears S 81° 50' 09" E, a distance of 616.01 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, on a point of tangency of this tract;

THENCE, N 66° 25' 52" E, a distance of 999.20 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, on a point of curvature of this tract;

THENCE, along said curve to the right with a radius of 458.34 feet, an interior angle of 25° 11' 20", an arc length of 201.50 feet, a tangent of 102.40 feet and a chord that bears N 79° 01' 32" E, a distance of 199.88 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set on the West right-of-way line of said Minnesota Road, for the northeast corner of this tract;

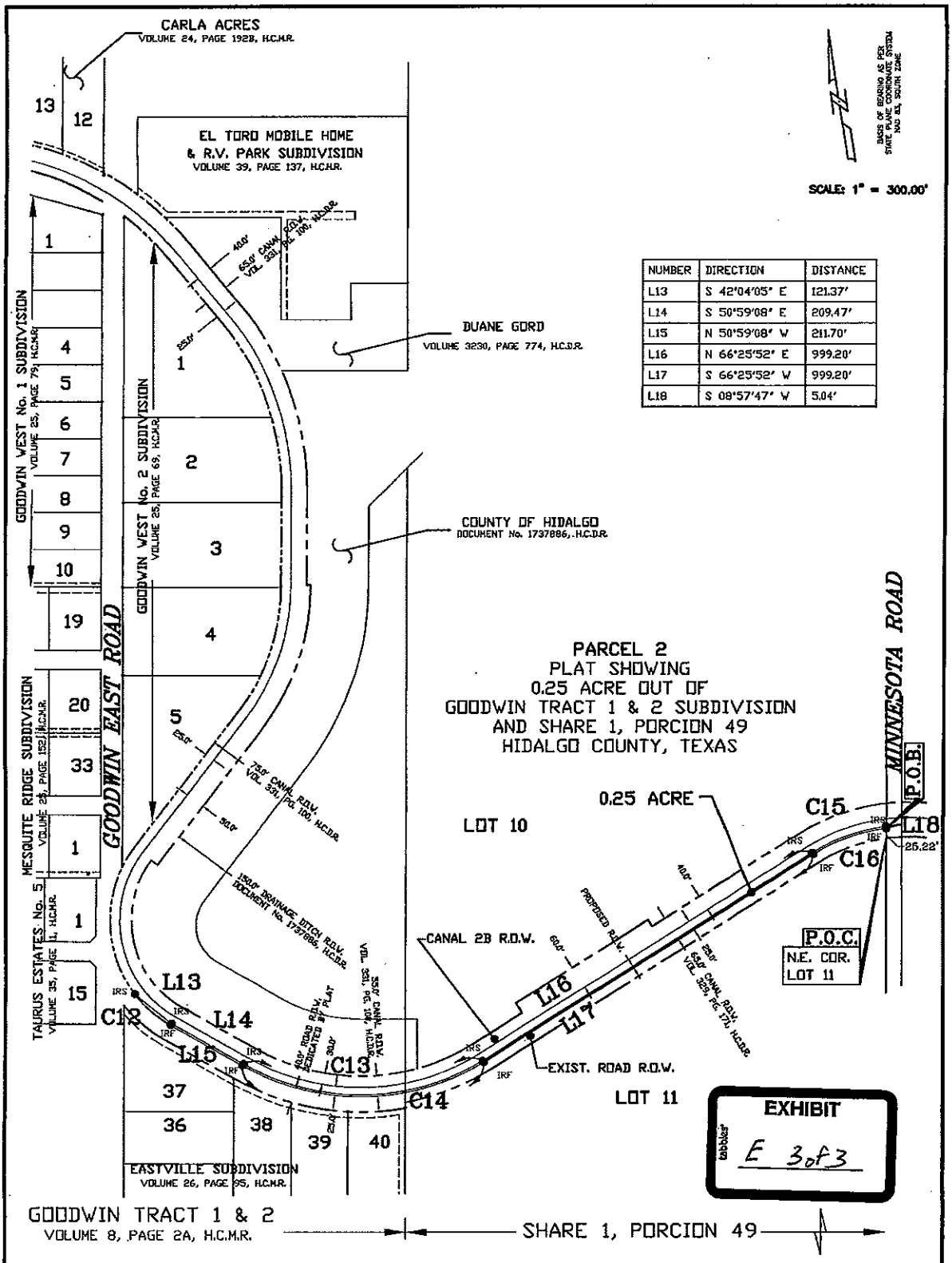
THENCE, S 08° 57' 47" W, along the West right-of-way line of said Minnesota Road, a distance of 5.04 feet to the **POINT OF BEGINNING**, containing 0.25 acre of land, more of less.

Bearing basis as per **TEXAS STATE PLANE COORDINATES SYSTEM NAD 1983, South Zone.**

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON JANUARY 22, 2014.

Carlos Vasquez, R.P.L.S. No. 4608
CVQ Land Surveyors, LLC

EXHIBIT
tabbies
E 2 of 3



NUMBER	DIRECTION	DISTANCE
L13	S 42°04'05" E	121.37'
L14	S 50°59'08" E	209.47'
L15	N 50°59'08" W	211.70'
L16	N 66°25'52" E	999.20'
L17	S 66°25'52" W	999.20'
L18	S 08°57'47" W	5.04'

NUMBER	RADIUS	DELTA ANGLE	ARC LENGTH	TANGENT	CHORD DIRECTION	CHORD LENGTH
C12	312.94	22°07'03"	120.80	61.16	N 39°32'41" W	120.05
C13	593.69	62°30'12"	647.65	360.28	S 81°50'09" E	616.01
C14	598.69	62°30'14"	653.11	363.32	N 81°50'22" W	621.20
C15	458.34	25°11'20"	201.50	102.40	N 79°01'32" E	199.88
C16	453.34	25°06'27"	198.66	100.95	S 78°59'06" W	197.07

EXHIBIT
tabbies
E 3 of 3

CVQ LAND SURVEYORS LLC
517 BOULEVARD AVE.
McALLEN, TEXAS 78501
Ph. (956) 618-1551
FAX (956) 618-1547
www.cvqls.com

SURVEYED DATE: 01/22/14
JOB No.: 100504
DRAWN BY: PT
CHECKED BY: C.V.
REVISIONS:

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, a Registered Professional Land Surveyor, do hereby certify the above foregoing plat to be a true and correct representation of the land as surveyed on the ground on January 22, 2014, under my direction.

Carlos Vasquez
R.P.L.S. No. 4608
STATE OF TEXAS

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS

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LAND SURVEYORS

PARCEL 3

METES AND BOUNDS DESCRIPTION
0.39 ACRE OF LAND
SHARE 1, PORCION 49
BENTSEN GROVES SUBDIVISION
HIDALGO COUNTY, TEXAS

LLC

EXHIBIT
tabbies
F 1 of 4

A tract of land containing 0.39 acre of land, situated in the City of La Joya, Hidalgo County, Texas, being out **SHARE 1, PORCION 49,** recorded in Volume 5, Page 17, H.C.M.R., and also being out of **BENTSEN GROVES SUBDIVISION**, recorded in Volume 7, Page 13, H.C.M.R., and said 0.39 acre of land being a part or portion of a tract of land deeded to Hidalgo County Water Control & Improvement District No. 6, recorded in Volume 329, Page 171, and Volume 426, Page 196, H.C.D.R., and said 0.51 acre of land being more particularly described as follows;

COMMENCING on an iron rod found on the Northwest corner of Lot 12, of said Share 1, Porcion 49, the East right-of-way line of Minnesota Road, and the South line of said Hidalgo County Water Control & Improvement District No. 6 also being the South line of a 25.0 foot Existing Road, THENCE, N 08° 57' 47" E, a distance of 25.02 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set on the North line of said 25.0 foot Existing Road, for the southwest corner of this tract and the **POINT OF BEGINNING;**

THENCE, N 08° 57' 47" E, a distance of 5.00 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, for a point on a curve and the northwest corner of this tract;

THENCE, along said curve to the right with a radius of 458.34 feet, an interior angle of 59° 37' 12", an arc length of 476.93 feet, a tangent of 262.60 feet and a chord that bears S 53° 33' 01" E, a distance of 455.70 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, on a point of tangency of this tract;

THENCE, S 23° 34' 08" E, a distance of 340.00 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, on a point of curvature of this tract;

THENCE, along said curve to the left with a radius of 593.69 feet, an interior angle of 82° 28' 42", an arc length of 854.63 feet, a tangent of 520.45 feet and a chord that bears S 64° 48' 29" E, a distance of 782.73 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, on a point of tangency of this tract;

THENCE, N 73° 50' 52" E, a distance of 459.20 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, on a point of curvature of this tract;

THENCE, along said curve to the right with a radius of 458.30 feet, an interior angle of 87° 04' 50", an arc length of 696.54 feet, a tangent of 435.52 feet and a chord that bears S 62° 36' 43" E, a distance of 631.41 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, on a point of tangency of this tract;

THENCE, S 18° 54' 08" E, a distance of 403.00 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, for a point of curvature of this tract;

THENCE, along said curve to the left with a radius of 307.90 feet, an interior angle of 24° 35' 22", an arc length of 132.14 feet, a tangent of 67.10 feet and a chord that bears S 31° 20' 55" E, a distance of 131.13 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set on the West right-of-way of Bentsen Road, on a point of a curve and the northeast corner of this tract;

THENCE, S 08° 57' 20" W, along the West right-of-way of said Bentsen Road, a distance of 6.26 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set on the North line of said 40.0 foot Road, recorded in Volume 7, Page 13, H.C.M.R., to a point on a curve and the southeast corner of this tract;

THENCE, continuing along the North line of said 40.0 foot Road and said curve to the right with a radius of 312.90 feet, an interior angle of 25° 17' 19", an arc length of 138.10 feet, a tangent of 70.20 feet and a chord that bears N 31° 41' 16" W, a distance of 136.99 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, on a point of tangency of this tract;

THENCE, N 18° 54' 08" W, continuing along the North line of said 40.0 foot Road, a distance of 403.00 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, on a point of curvature of this tract;

THENCE, continuing along the North line of said 40.0 foot Road and along said curve to the left with a radius of 453.30 feet, an interior angle of 87° 04' 44", an arc length of 688.93 feet, a tangent of 430.76 feet and a chord that bears N 62° 36' 46" W, a distance of 624.51 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, on a point of tangency of this tract;

THENCE, S 73° 50' 52" W, continuing along the North line of said 40.0 foot Road a distance of 459.20 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, on a point of curvature of this tract;

THENCE, continuing along the North line of said 40.0 foot Road and along said curve to the right with a radius of 598.69 feet, an interior angle of 82° 28' 45", an arc length of 861.83 feet, a tangent of 524.84 feet and a chord that bears N 64° 48' 31" W, a distance of 789.32 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, on a point of tangency of this tract;

THENCE, N 23° 34' 08" W, continuing along the North line of said 25.0 foot Road, a distance of 340.00 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, on a point of curvature of this tract;

EXHIBIT
tabbies
F 2 of 4

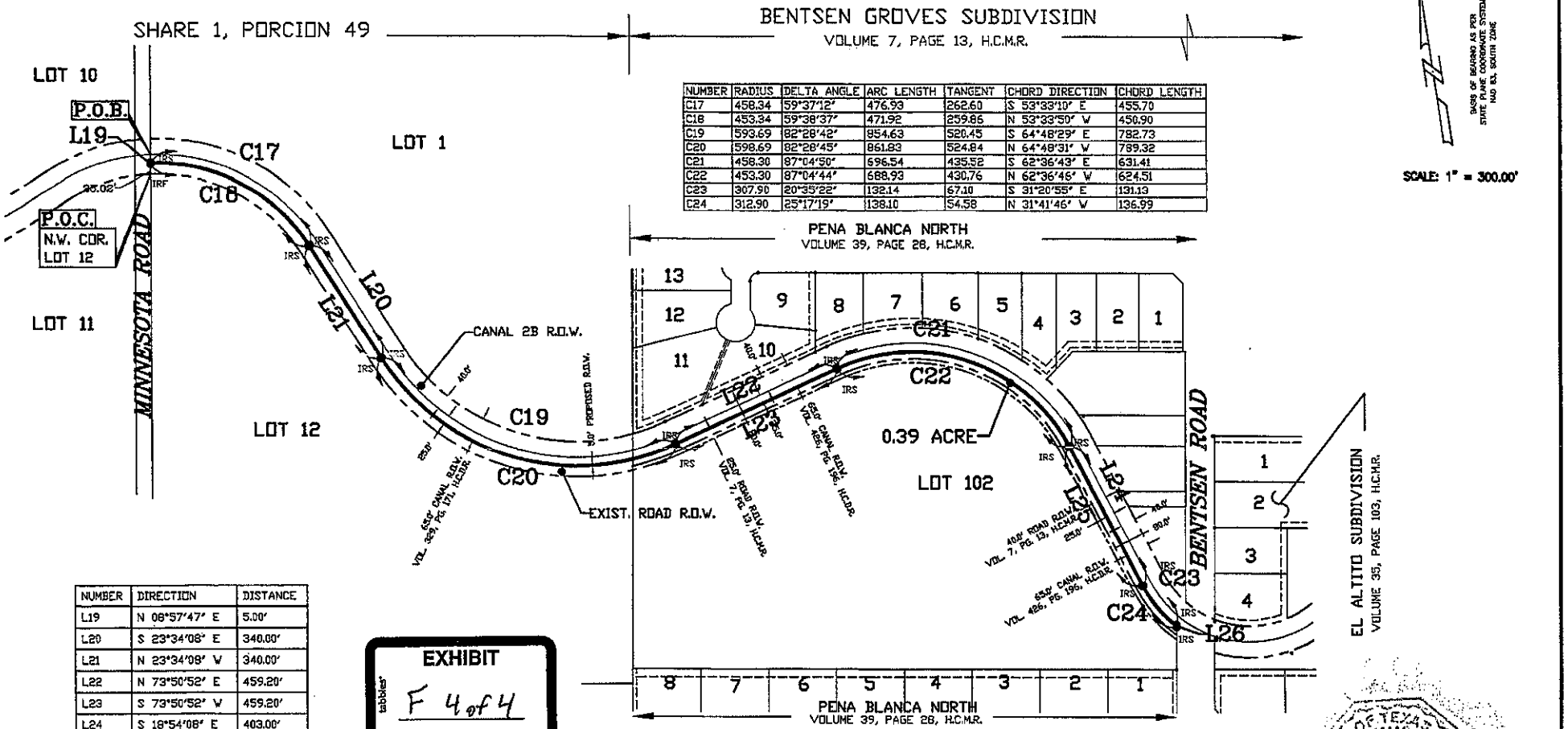
THENCE, continuing along North line of said 25.0 foot Road and said curve to the left with a radius of 453.34 feet, an interior angle of 59° 38' 37", an arc length of 471.92 feet, a tangent of 259.86 feet and a chord that bears N 53° 33' 50" W, a distance of 450.90 feet to the **POINT OF BEGINNING,** containing 0.39 acre of land, more of less.

Bearing basis as per **TEXAS STATE PLANE COORDINATES SYSTEM NAD 1983, South Zone.**

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON APRIL 15, 2013.

Carlos Vasquez, R.P.L.S. No. 4608
C.V.Q. Land Surveyors, LLC

EXHIBIT
F 3 of 4



NUMBER	RADIUS	DELTA ANGLE	ARC LENGTH	TANGENT	CHORD DIRECTION	CHORD LENGTH
C17	458.34	59°37'12"	476.93	262.60	S 53°33'10" E	455.70
C18	453.34	59°38'37"	471.92	259.86	N 53°33'50" W	450.90
C19	593.69	82°28'42"	854.63	520.45	S 64°48'29" E	782.73
C20	598.69	82°28'45"	861.83	524.84	N 64°48'31" W	789.32
C21	458.30	87°04'50"	696.54	435.52	S 62°36'43" E	631.41
C22	453.30	87°04'44"	688.93	430.76	N 62°36'46" W	624.51
C23	307.90	20°35'22"	132.14	67.10	S 31°20'55" E	131.13
C24	312.90	25°17'19"	138.10	54.58	N 31°41'46" W	136.99

NUMBER	DIRECTION	DISTANCE
L19	N 08°57'47" E	5.00'
L20	S 23°34'08" E	340.00'
L21	N 23°34'08" W	340.00'
L22	N 73°50'52" E	459.20'
L23	S 73°50'52" W	459.20'
L24	S 18°54'08" E	403.00'
L25	N 18°54'08" W	403.00'
L26	S 08°57'20" W	6.26'

EXHIBIT
tables
F 4 of 4

PARCEL 3
PLAT SHOWING
0.39 ACRE OUT OF
SHARE 1, PORCION 49
AND BENTSEN GROVES SUBDIVISION
HIDALGO COUNTY, TEXAS

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
419 E. 6TH AVENUE McALLEN, TEXAS 78501
PHONE (956) 668-1588
T.B.P.E. FIRM No. F-1295

PROJECT INFORMATION	
SURVEYED DATE:	01/22/14
JOB NO.:	100504
DRAWN BY:	PT
CHECKED BY:	C.V.
REVISIONS:	

CVQ LAND SURVEYORS LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78501
Ph. (956) 618-1551
FAX (956) 618-1547
www.cvqls.com

SURVEYOR'S CERTIFICATION

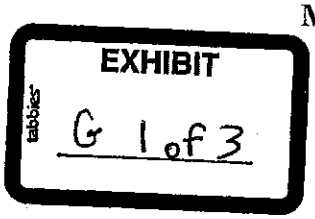
I, Carlos Vasquez, a Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed, on the ground on January 22, 2014, under my direction.

Carlos Vasquez
R.P.L.S. NO. 4608
STATE OF TEXAS

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LLC



PARCEL 4

METES AND BOUNDS DESCRIPTION
0.39 ACRE OF LAND
BENTSEN GROVES SUBDIVISION
HIDALGO COUNTY, TEXAS

A tract of land containing 0.39 acre of land, situated in the City of La Joya, Hidalgo County, Texas, being out of **BENTSEN GROVES SUBDIVISION**, recorded in Volume 7, Page 13, H.C.M.R., and said 0.39 acre of land being a part or portion of a tract of land deeded to Hidalgo County Water Control & Improvement District No. 6, recorded in Volume 426, Page 196, H.C.D.R., and said 0.39 acre of land being more particularly described as follows;

COMMENCING on the Northwest corner of Lot 1, Las Palmas Heights Subdivision, recorded in Volume 40, Page 169, H.C.M.R., and the East right-of-way line of Bentsen Road,THENCE, N 08° 53' 00" E, at a distance of 41.56 pass an iron rod found on the South right-of-way line of said Hidalgo County Water Control & Improvement District No. 6 also being the South right-of-way line of a 40.0 foot road, recorded in Volume 7, Page 19, H.C.M.R., continuing a total distance of 57.19 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set on the North line of said 40.0 foot Road, for the southwest corner of this tract and the **POINT OF BEGINNING**;

THENCE, N 08° 53' 00" E, a distance of 11.50 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, on a point of a curve and the northwest corner of this tract;

THENCE, along said curve to the left with a radius of 301.90 feet, an interior angle of 57° 11' 29", an arc length of 301.35 feet, a tangent of 164.57 feet and a chord that bears N 87° 33' 39" E, a distance of 288.99 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, on a point of tangency of this tract;

THENCE, N 58° 30' 52" E, a distance of 323.10 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, for a point of curvature of this tract;

THENCE, along said curve to the right with a radius of 273.90 feet, an interior angle of 35° 23' 43", an arc length of 169.21 feet, a tangent of 87.40 feet and a chord that bears N 76° 12' 44" E, a distance of 166.53 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, on a point of tangency of this tract;

THENCE, S 85° 54' 08" E, a distance of 718.10 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, for a point of curvature of this tract;

THENCE, along said curve to the left with a radius of 587.70 feet, an interior angle of 01° 59' 51", an arc length of 20.49 feet, a tangent of 10.25 feet and a chord that bears S 86° 54' 03" E, a distance of 20.49 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set on a point of a curve and on the East line of said Bentsen Groves Subdivision, for the northeast corner of this tract;

THENCE, S 02° 06' 01" W, along the East line of said Bentsen Groves Subdivision, a distance of 11.00 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set on a point of a curve, and the North line of said 40.0 foot Road, for the southeast corner of this tract;

THENCE, along the North line of said 40.0 foot Road and said curve to the right with a radius of 598.70 feet, an interior angle of 01° 59' 51", an arc length of 20.87 feet, a tangent of 10.44 feet and a chord that bears N 86° 54' 04" W, a distance of 20.87 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, on a point of tangency of this tract;

THENCE, N 85° 54' 08" W, continuing along the *North* line of said 40.0 foot Road, a distance of 718.10 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, for a point of curvature of this tract;

THENCE, continuing along the North line of said 40.0 foot Road and said curve to the left with a radius of 262.90 feet, an interior angle of 35° 23' 15", an arc length of 162.37 feet, a tangent of 83.87feet and a chord that bears S 76° 12' 30" W, a distance of 159.81 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, on a point of tangency of this tract;

THENCE, S 58° 30' 52" W, continuing along the North line of said 40.0 foot Road, a distance of 323.10 feet to a ½" iron rod with a plastic cap stamped "CVQ LS" set, for a point of curvature of this tract;

THENCE, continuing along the North line of said 40.0 foot Road and along said curve to the right with a radius of 312.90 feet, an interior angle of 56° 34' 55", an arc length of 309.00 feet, a tangent of 168.42 feet and a chord that bears S 87° 14' 22" W, a distance of 296.60 feet to the **POINT OF BEGINNING**, containing 0.39 acre of land, more of less.

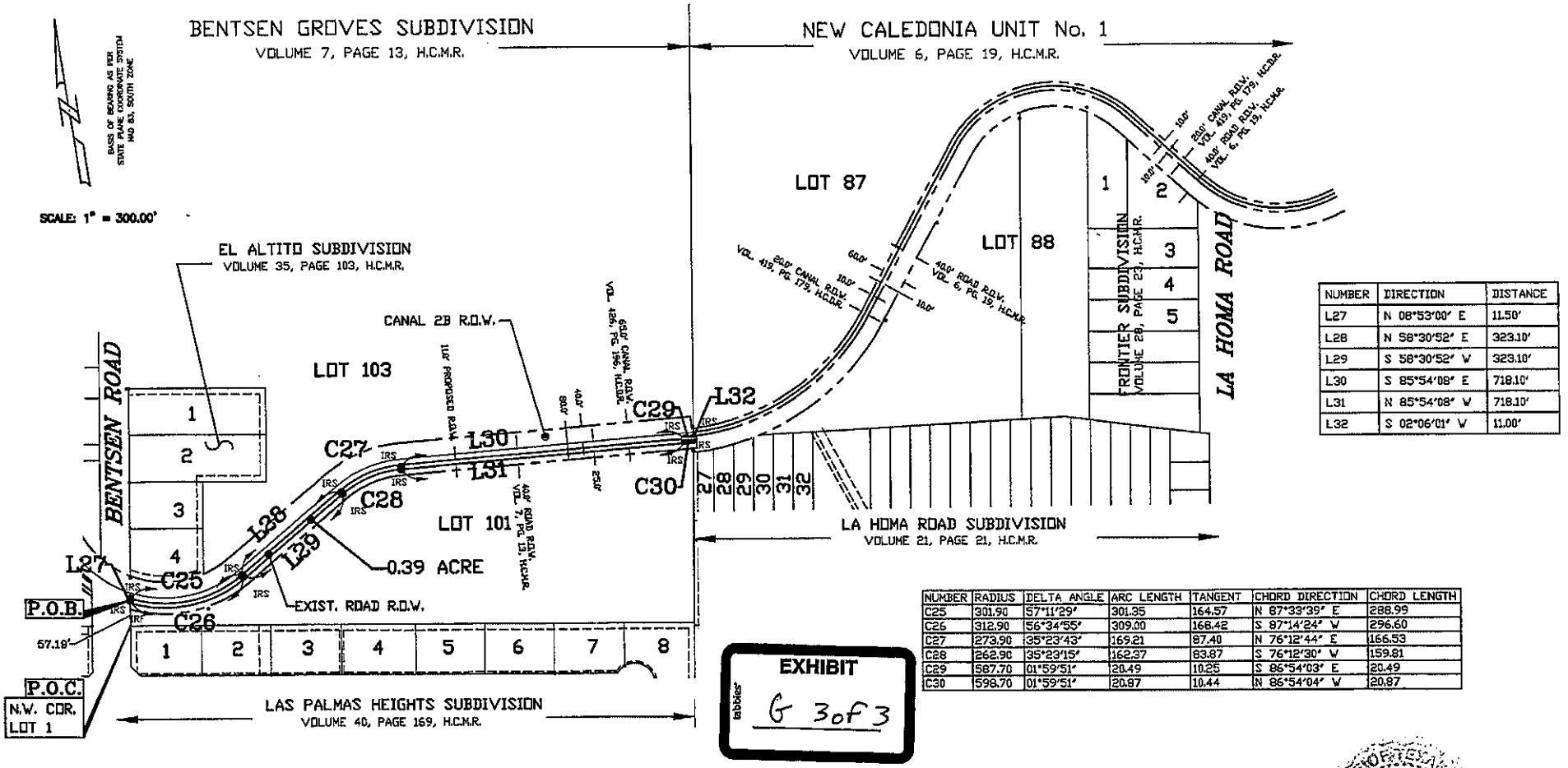
Bearing basis as per **TEXAS STATE PLANE COORDINATES SYSTEM NAD 1983, South Zone.**

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON APRIL 15, 2013.

Carlos Vasquez, R.P.L.S. No. 4608
CVQ Land Surveyors, LLC

REGISTERED TEXAS CARLOS VASQUEZ 4608 PROFESSIONAL LAND SURVEYOR

EXHIBIT
tabbies
G 2 of 3



NUMBER	DIRECTION	DISTANCE
L27	N 08°53'00" E	11.50'
L28	N 58°30'52" E	323.10'
L29	S 58°30'52" W	323.10'
L30	S 85°54'08" E	718.10'
L31	N 85°54'08" W	718.10'
L32	S 02°06'01" W	11.00'

NUMBER	RADIUS	DELTA ANGLE	ARC LENGTH	TANGENT	CHORD DIRECTION	CHORD LENGTH
C25	301.90	57°11'29"	301.35	164.57	N 87°39'39" E	288.99
C26	312.90	56°34'55"	309.00	168.42	S 87°14'24" W	296.60
C27	273.90	35°23'43"	169.21	87.40	N 76°12'44" E	166.53
C28	262.90	35°23'15"	162.37	83.87	S 76°12'30" W	159.81
C29	587.70	01°59'51"	20.49	10.25	S 86°54'03" E	20.49
C30	598.70	01°59'51"	20.87	10.44	N 86°54'04" W	20.87

EXHIBIT
tabbies
G 3 of 3

PARCEL 4
PLAT SHOWING
0.39 ACRE OUT OF
BENTSEN GROVES SUBDIVISION
HIDALGO COUNTY, TEXAS

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
419 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 686-1660
T.B.P.E. FIRM No. F-1286

PROJECT INFORMATION	
SURVEYED DATE:	01/22/14
JOB NO.:	100504
DRAWN BY:	PT
CHECKED BY:	C.V.
REVISIONS:	

CVQ LAND SURVEYORS LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78501
Ph. (956) 618-1551
FAX (956) 618-1547
www.cvqls.com

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, a Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed, on the ground on January 22nd, 2014 under my direction.

Carlos Vasquez
R.P.L.S. NO. 4608
STATE OF TEXAS

STATE OF TEXAS
REGISTERED
PROFESSIONAL
LAND SURVEYOR

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AI-44979 **Urban County 14. B.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted For: Mary Flores **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program is requesting authorization to waive the CDBG Redistribution and Recapture Policy for program year 26 (2013).

BACKGROUND

The Waiver is necessary to ensure the successful completion of ongoing projects. In addition, the Timeliness requirement (expenditure ratios) has been met as of April 30, 2014.

Attachments

Redistribution & Recapture Policy

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/11/2014 11:24 AM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Olga Lerma Started On: 06/11/2014 08:40 AM

Final Approval Date: 06/13/2014

REDISTRIBUTION

&

RECAPTURE POLICY

(FOR THE EXPENDITURE OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS)

JUNE 22, 2000

REDISTRIBUTION & RECAPTURE POLICY

FOR THE
EXPENDITURE OF COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) FUNDS

June 22, 2000

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

Approved by
CCC on
7-5-00

POLICY

The purpose of this policy is to ensure that the County of Hidalgo-Urban County Program complies with the Timeliness Requirement as it applies to the expenditure of Community Development Block Grant funds [24 CFR 570.902 (CPD Notice 89-39)]. Grantees are required to achieve an expenditure ratio of 1.5 by April 30 each year, meaning that the grantee's letter of credit has no more than 1.5X (times) the funding of the CDBG current allocation. Due to the failure of the County to meet the Timeliness Requirement in FY 1998 and 1999, the Hidalgo County Commissioners' Court is implementing the following Redistribution and Recapture Policy.

Effective with Program Year 2000 funding, consortium cities and precincts will be expected to meet the expenditure ratio required by HUD as it pertains to their allocation. The expenditure ratio is based on the amount approved for each city and precinct in their Interlocal Agreement. The following list, with the exception of the two highlighted items, may be used as milestones to gauge spending progress. (The October 31 figure will be used to begin certain Remedial Actions as defined below. The April 30 figure of 1.50 is binding.)

July 31	2.25
August 31	2.19
September 30	2.08
October 31	**2.00***
November 30	1.92
December 31	1.83
January 31	1.75
February 28	1.67
March 31	1.58
April 30	**1.50***

Method of Calculation

The formula to be used to calculate the Expenditure Ratio is U divided by A equals ER; where U is the total of Unexpended funds and A is the amount of the current Allotment.

Redistribution and Recapture

It shall be understood that cities and precincts are required to meet expenditure ratio requirements or risk recapture of their funds by the Urban County Program. It shall be further understood that the cities and precincts may lower their expenditure ratios through "loaning" their present funds to other cities and precincts. These "loans" will be repaid from future allotments, and the terms of these transactions shall be formally approved by each participating entity and ratified by Commissioners' Court.

Those entities "borrowing" funds will be also be subject to recapture should their spending ratios

exceed required levels, and any such recapture will in no way affect the terms and conditions of the original "loan" transactions.

Procedures

1. Cities and precincts will receive monthly reports tracking their expenditure rates and providing data so that progress can be measured.

2. Cities and precincts can make arrangements to "loan" or "borrow" current funds from other consortium members, and arrange to repay or to be repaid from future allotments.

3. All such arrangements will be approved by the governing bodies of the entities involved and ratified by Commissioners' Court.

4. Cities and precincts must comply with appropriate procedures where necessary, including environmental review, budget and program amendment procedures, public hearings and eligibility requirements.

5. If the city or precinct has a spending ratio above 2.0 on October 31 of any year, the Hidalgo County Commissioners' Court shall require the following Remedial Action:

   A. That city or precinct shall prepare a work-out plan outlining upcoming projects and expenditures which will satisfy the Timeliness Requirement, and shall submit the plan to the Urban County Director by November 15 of that year. The Director will present the plan to the Advisory Council at a properly called meeting, as soon as practicable.

   B. The Advisory Council will make recommendations to the Commissioners' Court as to the disposition of the funding of each city or precinct required to present a work-out plan. These recommendations may include, but not be limited to, the following:

      1. Acceptance of the city or precinct's plan, and allowing them to continue to administer their funds;
      2. Recapture of funds, and a reallocation plan for those funds; or
      3. Recapture of funds, and leaving the reallocation of those funds to Commissioners' Court.

   C. Final action will be taken by the Hidalgo County Commissioners' Court.

Other Actions as Warranted

The adoption of this policy would not prohibit the Hidalgo County Commissioners' Court from taking any other type of remedial action or any other action at any time of the year to assure itself of meeting HUD Timeliness requirements.

APPROVED AND ADOPTED BY THE URBAN COUNTY ADVISORY COUNCIL THIS DAY OF , 2000.

Mayor Ramiro Silva, Chairman

Mayor Rudy Villareal, Secretary-Treasurer

APPROVED AND ADOPTED BY THE HIDALGO COUNTY COMMISSIONERS' COURT THIS DAY OF , 2000.

Jose Eloy Pulido, County Judge

Juan De Dios Salinas, County Clerk

REDISTRIBUTION & RECAPTURE POLICY

FOR THE
EXPENDITURE OF COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) FUNDS

June 22, 2000

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

Approved by
CCC on
7-5-00

POLICY

The purpose of this policy is to ensure that the County of Hidalgo-Urban County Program complies with the Timeliness Requirement as it applies to the expenditure of Community Development Block Grant funds [24 CFR 570.902 (CPD Notice 89-39)]. Grantees are required to achieve an expenditure ratio of 1.5 by April 30 each year, meaning that the grantee's letter of credit has no more than 1.5X (times) the funding of the CDBG current allocation. Due to the failure of the County to meet the Timeliness Requirement in FY 1998 and 1999, the Hidalgo County Commissioners' Court is implementing the following Redistribution and Recapture Policy.

Effective with Program Year 2000 funding, consortium cities and precincts will be expected to meet the expenditure ratio required by HUD as it pertains to their allocation. The expenditure ratio is based on the amount approved for each city and precinct in their Interlocal Agreement. The following list, with the exception of the two highlighted items, may be used as milestones to gauge spending progress. (The October 31 figure will be used to begin certain Remedial Actions as defined below. The April 30 figure of 1.50 is binding.)

July 31	2.25
August 31	2.19
September 30	2.08
October 31	**2.00***
November 30	1.92
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April 30	**1.50***

Method of Calculation

The formula to be used to calculate the Expenditure Ratio is U divided by A equals ER; where U is the total of Unexpended funds and A is the amount of the current Allotment.

Redistribution and Recapture

It shall be understood that cities and precincts are required to meet expenditure ratio requirements or risk recapture of their funds by the Urban County Program. It shall be further understood that the cities and precincts may lower their expenditure ratios through "loaning" their present funds to other cities and precincts. These "loans" will be repaid from future allotments, and the terms of these transactions shall be formally approved by each participating entity and ratified by Commissioners' Court.

Those entities "borrowing" funds will be also be subject to recapture should their spending ratios

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3. All such arrangements will be approved by the governing bodies of the entities involved and ratified by Commissioners' Court.

4. Cities and precincts must comply with appropriate procedures where necessary, including environmental review, budget and program amendment procedures, public hearings and eligibility requirements.

5. If the city or precinct has a spending ratio above 2.0 on October 31 of any year, the Hidalgo County Commissioners' Court shall require the following Remedial Action:

   A. That city or precinct shall prepare a work-out plan outlining upcoming projects and expenditures which will satisfy the Timeliness Requirement, and shall submit the plan to the Urban County Director by November 15 of that year. The Director will present the plan to the Advisory Council at a properly called meeting, as soon as practicable.

   B. The Advisory Council will make recommendations to the Commissioners' Court as to the disposition of the funding of each city or precinct required to present a work-out plan. These recommendations may include, but not be limited to, the following:

      1. Acceptance of the city or precinct's plan, and allowing them to continue to administer their funds;
      2. Recapture of funds, and a reallocation plan for those funds; or
      3. Recapture of funds, and leaving the reallocation of those funds to Commissioners' Court.

   C. Final action will be taken by the Hidalgo County Commissioners' Court.

Other Actions as Warranted

The adoption of this policy would not prohibit the Hidalgo County Commissioners' Court from taking any other type of remedial action or any other action at any time of the year to assure itself of meeting HUD Timeliness requirements.

APPROVED AND ADOPTED BY THE URBAN COUNTY ADVISORY COUNCIL THIS DAY OF , 2000.

Mayor Ramiro Silva, Chairman

Mayor Rudy Villareal, Secretary-Treasurer

APPROVED AND ADOPTED BY THE HIDALGO COUNTY COMMISSIONERS' COURT THIS DAY OF , 2000.

Jose Eloy Pulido, County Judge

Juan De Dios Salinas, County Clerk

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court
Agenda Request Form

No._____

Date: June 23, 2000
Deadline for Action: July 05, 2000
Department: *Urban County Program*

Meeting Date Request: July 05, 2000
Contact Person: *Alan Kamasaki*
Phone: (956) 318-2619 Fax: (956) 383-5971

Alan Kamasaki, Interim Urban County Director AK

Caption:
Approval of a Redistribution and Recapture Policy for the Urban County Program.

Background:
The Urban County Program has failed to meet HUD spending guidelines in the last two years. Therefore, it is necessary to implement a mechanism to increase the rate of spending by allowing members with excess funds to "loan" these funds to other members who have projects that are ready to be implemented. It is anticipated that the attached Redistribution and Recapture Policy will provide such a mechanism. The Policy would also permit funds to be recaptured from members who cannot develop a satisfactory spending plan.

This Policy was unanimously adopted by the Urban County Advisory Council on June 22, 2000, and would take effect immediately upon approval by the Commissioners' Court.

APPROVED Co. Comm.
DATE 7/5/00 AK

Mgr_____
Fin_____

Please initial for approval:

_____ County Judge
_____ County Attorney
_____ Budget
_____ Personnel
_____ Purchasing

_____ Commissioner Pct. 1
_____ Commissioner Pct. 2
_____ Commissioner Pct. 3
_____ Commissioner Pct. 4

Dept./Fund No._____
Amt. Expended: $_____
Funds/Staffing Budgeted: Yes:_____ No:_____

Account Code: _____
Impact on Future Budget: Yes:_____ No:_____

Comments:

Action taken by Commissioner's Court:

Approved_____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

RECAPTURE POLICY APPROVED BY CCC
July 05, 2000

POLICY SUMMARY:

October 31, 2004: 2.0 Expenditure Ratio required

Cities/Precincts are required to meet expenditure ratio requirement or risk recapture of their funds.

1. Cities/Precincts will receive monthly reports. **These reports were provided to the City every month. The reports also included the amount of funds that were over the recommended ratio.**

2. If the City/Precinct has a spending ratio above 2.0 on October 31st of any year, the Hidalgo County Commissioners' Court shall require the following remedial action.

   a. **The City/Precinct shall prepare a work-out plan outlining upcoming projects and expenditures which will satisfy the Timeliness Requirement.**

   b. **The plan shall be submitted to the Urban County Program Director by November 15th of that year.**

   c. **The Director will present the plan to the Advisory Council at a properly called meeting, as soon as practical. THE NEXT ADVISORY COUNCIL MEETING WILL BE HELD ON THURSDAY, NOVEMBER 18, 2004 AT THE URBAN COUNTY PROGRAM OFFICE.**

   d. **The Advisory Council will make recommendations to the County Commissioners' Court as to the disposition of the funding of each city or precinct required to present a work-out plan. These recommendations may include, but not be limited to, the following:**

      1. **Accept the City's or Precinct's plan, and allow them to continue to administer their funds;**

      2. **Recapture the funds and recommend a reallocation plan for those funds;**

      3. **Recapture the funds, and leave the reallocation of those funds to Commissioners' Court**

   e. **Final action will be taken by Hidalgo County Commissioners' Court.**

OTHER ACTIONS AS WARRANTED: The adoption of this policy would not prohibit the Hidalgo County Commissioners' Court from taking any other type of remedial action or any other action at any time of the year to assure itself of meeting HUD Timeliness Requirements.

AI-44955 **Urban County 14. C.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted For: Monica Leal **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of Precinct No.1 is requesting approval for the purchase and installation of a water pump at the Sunset Park baseball fields from Green Thumb Landscaping LLC in the total amount of $2,495.00, utilizing FY 21 (2008) Parks, Recreational Facility funds.

BACKGROUND

Three written quotes were received at the Precinct No. 1 office and Green Thumb Landscaping LLC was the lowest. The installation of a water pump is needed because currently the water supply provides water pressure at under 40 lbs, and the system requires over 40 lbs of pressure. (See attached quotes).

Purchase Amount: $ 2,495.00

Funds Available: $59,384.32 FY 21 (2008) Parks, Recreational Facility

Attachments

Greenthumb landscaping Quotations

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/10/2014 02:00 PM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Olga Lerma Started On: 06/10/2014 10:51 AM

Final Approval Date: 06/13/2014

URBAN COUNTY PROGRAM
COUNTY OF HIDALGO

Received
JUN -5 2014

Price Quotations

VENDOR #1

Name: Greenthumb Landscaping LLC **Person Contacted:** George Davis **Phone:** 380-2289 DL

Item#	Quantity	Description	Amount
1	1	3 HP F & W Self Priming, Watts Nema 4 Flow Switch, Hunter Pump Start (3.5 HP), Pressure Valve, 2-280" schedule 80 unions (for easy pump removal maintenance), mis-fittings (all electrical wiring to be done by licensed electrician) Labor installation is included.	$2,495.00

VENDOR #2

Name: Live Oak Nursery **Person Contacted:** Jerry Garcia **Phone:** 463-7768

Item#	Quantity	Description	Amount
1	1	Remove old connections from existing pump, remove old pump to be release to County employee, install new 3HP self-priming, install 4 inch flow switch, install hunter relay pump, install easy pump removal unions, electrical provided by License Electrician	$5,132.00

VENDOR #3

Name: RGV Landscape Art and Design LLC **Person Contacted:** Jose Garza **Phone:** 227-3978

Item#	Quantity	Description	Amount
1	1	3 HP F & W Self Priming 230 volts Myers brand, Watts Nema 4 Flow Switch, Hunter Pump Start (3.5 HP), Pressure Valve, 280" schedule 80 union (for easy pump removal maintenance), mis-fittings.	$4,130.00

Recommendation: Precinct No. 1's recommendation to accept Greenthumb Landscaping LLC quotation as the lowest written quote and as the current contractor for the Sunset/Sunrise sprinkler system project.

Requested by: 6/5/14 Date **Approved by:** 6/5/14 Date

Form UCA - 5



Greenthumb Landscaping LLC
5212 N. Jackson Rd.
Edinburg, Tx 78541

Estimate

Date	Estimate #
5/16/2014	1767

Name / Address
Hidalgo County Precinct 1 Att: Jaime Garza

Received
JUN -5 2014
OK

Rep

Item	Description	Qty	Cost	Total
New Sprinkler Ins...	1) 3 HP F&W Self Priming 2) Watts Nema 4 Flow Switch 3) Hunter Pump Start (3.5 HP) 4) Pressure Valve 5) 2-280" Schedule 80 Unions (for easy pump removal maintenance) 6) Mis-Fittings - (All electrical wiring to be done by licensed electrician) Labor Installation is included		2,495.00	2,495.00
	Sales Tax		0.00%	0.00

Total $2,495.00

Phone #	Fax #
956-380-2289	956-381-8631

To: Hidalgo County Precinct One
c/o Jaime Garza
1902 Joe Stephens
Weslaco, Texas 78596

From: Live Oak Nursery
2601 W. Bus. 83
Weslaco, Texas 78596

Ref: Installation of new sprinkler pump

Description of Work;

Remove old connections from existing pump

Remove old pump, to be release to County employee

Install new 3hp self- priming

Install 4inch Flow Switch

Install Hunter Relay pump

Install easy pump removal unions

Electrical Provided by License Electrician

Live Oak Nursery does not provide any warranty on pump, we do offer a 30 day limited warranty on fittings or any other leaks that may occur. We will only install pump, will not be in any way responsible for pressure loss or over pressure to any existing irrigation designed (Irrigator is responsible for adjusting or redesigning plot)

Total $5132.00 plus tax

85% down payment is required to begin work. Remaining balance is due in 30days after job is completed.

JUN -2 2014

RGV LANDSCAPE ART AND DESIGN LLC.

TEL. (956) 227-3978 **e-mail: rgvlandscape70@yahoo.com**

05/26/2014

Hidalgo County Precint One
1902 joe stephens
WeslacoTx.
Tel (956) 968 8733 Fax. (956) 973 7835

Atn. Sr. Jaime Garza Jaime.garza@co.hidalgo.tx.us

Por medio de este conducto dirigimos a usted la siguiente cotizacion con respecto a la instalacion de una bomba de agua 3 h.p.

Incluye lo siguiente

- 3 h.p. f & w priming 230 volts marca myers
- Watts nema 4 flow switch
- Hunter pump start relay 3.5 h.p.
- 280" Schedule 80 union (for easy pump removal)
- Mis fittings

El precio de este trabajo es de		$ 4,130.00
	tax.	340.72
	total	$ 4,470.72

serequiere de un 50 % de anticipo al empezar el trabajo y el resto al termino.

Sin mas por el momento y esperando sea de suagrado,quedamos en espera de suamablerespuesta.

Atte
Rgvlandcape art & design llc
Jose Garza

acepto
Hidalgo County Precint One
Sr. Jaime Eduardo Garza

OFFICE
105 ARMSTRONG ST
Donna , TX. 78537

NURSERY
493 &11 ?MILE
Donna, Tx 78537

Window on State Government
Susan Combs Texas Comptroller of Public Accounts

NIGP Commodity Book

NIGP Commodity Book

Search the NIGP Commodity Book

GO

NIGP Commodity Book

Class 515 - LAWN MAINTENANCE EQUIPMENT AND ACCESSORIES (SEE CLASS 020 FOR

NIGP Class-Item Codes contain 5-digits. To obtain the five digit code, combine the three digit class code with its corresponding two digit item number.

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CLASS: 515
LAWN MAINTENANCE EQUIPMENT AND ACCESSORIES (SEE CLASS 020 FOR AGRICULTURAL TYPES)

Item Number and Commodity Descriptions

05	Aerators, Pluggers, and Spikers
06	Baggers and Catchers, Grass, Lawn Mower
07	Blowers, Lawn, Power
08	Carts, Lawn
10	Edgers, Trimmers, and Weed Cutters
15	Engines, Motors, and Parts (For Lawn Equipment)
18	Feeders, Root
20	Fertilizer Distributors, Lawn Type (See Class 020 for Commercial Distributors)
23	Gang Mowers for Lawns and Grounds, All Types
24	Garden Hand Tools (Not Otherwise Specified) (Including Sickles)
29	Lawn and Grounds Equipment Rollover Protection (ROPS)
30	Lawn Mowers, Hand, Reel Type (Manual)
35	Lawn Mowers, Power, Heavy Duty, Flail Type (See Class 020 For Highway Type)
40	Lawn Mowers, Power, Heavy Duty, Reel Type (See Class 020 For Highway Type)
45	Lawn Mowers, Power, Heavy Duty, Rotary Type (Incl. Self-Propelled Types) (See Class 020 For Highway Type)
50	Lawn Mowers, Power, Light Duty, Reel Type (For Yard Use)
55	Lawn Mowers, Power, Light Duty, Rotary Type (For Yard Use)
56	Lawn Mowers, Riding Type (Incl. Parts)

59 Pads, Kneeling, Lawn and Garden
60 Pruners and Grass Clippers, Hand Type
63 Recycled Lawn Equipment, Accessories and Supplies
64 Rollers, Lawn (Including Parts and Accessories)
65 Rakers and Combers, Lawn, Power
66 Shears: Grass, Hedge, Lopping, Pruning, etc.
67 Shredders and Screeners (For Conditioning Soil)
68 Snowblowers and Snowthrowers, Tractor Mounted (For Lawns and Grounds)
69 Snowblowers and Snowthrowers for Lawns and Grounds (Walk Behind)
70 Sod Cutters and Lifters
75 Spreaders, Broadcast, Fertilizer and Seed
80 Sprinklers, Portable
82 Sprinkler Systems and Parts, Lawn and Turf
83 Tree Trimming and Pruning Equipment (Portable, Power Operated - Not Saws)
85 Vacuum Cleaners and Other Litter Pickup Devices: Lawn, Parking Area, Sidewalk, etc.

IRON BODY VALVES (PLUMBING)..... 670 75
IRON BOLTS..... 320 22
IRON CASTINGS, GRAY..... 400 35
IRON CASTINGS, MALLEABLE..... 400 45
IRON CHELATE (FERTILIZER)..... 335 36
IRON COILS..... 570 17
IRON FENCING, WROUGHT..... 330 32
IRON INGOTS, PIG..... 570 42
IRON MILLS..... 545 46
IRON NUTS..... 320 43
IRON OR STEEL REFORGING SERVICES..... 967 49
IRON ORE MINING SERVICES..... 961 55
IRON PIPE..... 658 46
IRON POTS (18TH CENTURY REPRODUCTION)..... 279 58
IRON REMOVAL EQUIPMENT, WATER TREATMENT..... 890 52
IRON TANKS, CAST..... 830 19
IRON TUBING..... 658 90
IRON TUBING, STRUCTURAL GRADE..... 570 91
IRON, CAST (PRIMARY AND SEMI-FINISHED)..... 570 14
IRON, SCRAP..... 570 50
IRON, TRANSITION..... 570 89
IRON: ANGLES, BANDS, PLATES, SHEETS, PROFILES, RODS, STRIPS..... 570 29
IRONER APRON, FLATWORK (LAUNDRY)..... 510 08
IRONERS AND ACCESSORIES, FLATWORK..... 500 40
IRONING BOARD PADS AND COVERS..... 045 49
IRONING BOARDS (TABLES)..... 045 48
IRONING TABLE PADS AND COVERS..... 045 49
IRONING TABLES AND SPRAY GUNS (LAUNDRY)..... 500 45
IRONS, BRANDING..... 825 13
IRONS, CLOTHES (HOUSEHOLD TYPES)..... 045 47
IRONS, CURLING (HAIR)..... 095 62
IRONS, HAND (CUFFS)..... 680 60
IRONS, LEG (POLICE)..... 680 60
IRONS, SOLDERING..... 445 73
IRONS, WAFFLE, ELECTRIC (HOUSEHOLD)..... 045 06
IRONWORK, ORNAMENTAL..... 570 40
IRRADIATION EQUIPMENT, ATOMIC OR NUCLEAR ENERGY..... 593 48
IRRADIATION GAMMA SOURCES..... 593 48
IRRADIATION MAGNET SYSTEMS..... 593 48
IRRADIATION NEUTRON GENERATORS..... 593 48
IRRADIATION NIM NUCLEAR ELECTRONIC UNITS..... 593 48
IRRADIATION SAMPLE TRANSFER SYSTEM..... 593 48
IRRADIATION SPECIMEN CONTAINERS, NUCLEAR REACTOR..... 593 48
IRRADIATION TESTING CAPSULES..... 593 48
IRRADIATORS, NEUTRON..... 593 48
IRRIGATION ADVISORY SERVICES..... 958 62
IRRIGATION DESIGN SERVICES (ARCHITECTURAL)..... 906 54
IRRIGATION ENGINEERING SERVICES..... 925 58
IRRIGATION EQUIPMENT AND SUPPLIES, AGRICULTURAL..... 020 49
IRRIGATION EQUIPMENT, GREENHOUSE..... 155 42
IRRIGATION PIPE, METAL..... 210 33
IRRIGATION SOLUTIONS AND SETS..... 271 56
IRRIGATION SYRINGES, DISPOSABLE (HOSPITAL)..... 475 82
IRRIGATION SYSTEM CONSTRUCTION..... 912 27
IRRIGATION SYSTEM EQUIPMENT RENTAL OR LEASE..... 981 49
IRRIGATION SYSTEM MANAGEMENT SERVICES..... 958 62
IRRIGATION SYSTEM PARTS, AGRICULTURAL..... 022 62
IRRIGATION SYSTEM SUPPLIES AND PARTS..... 670 17
IRRIGATION SYSTEMS..... 670 17

66581	Polyurethane	56.82
66583	Stretch Film and Wrapping	204.00
66584	Sheeting, Plastic, Reinforc	491.99
66589	Thermoplastic Plastics	4,078.80
67002	Bathroom Accessories: Fa	647.40
67005	Cement and Cleaners (For	97.91
67006	Compound, Pipe Joint and	18.12
67009	Drains, Grease Traps, etc.	23,533.69
67015	Hand Tools (Not Otherwise	234.58
67017	Irrigation Systems, Supplie	995.00
67050	Pipe Hangers, Concrete In	6.51
67052	Pipe Repair Clamps, Coup	80.98
67055	Plumbing Fixtures and Par	2,586.11
67056	Plumbing Trim: Faucets, F	2,505.85
67057	Plumbing Equipment, Acce	2,483.81
67058	Rubber Goods and Plumbi	193.61
67059	Sealants, Waterplug	2.59
67061	Sewer Pipe Cleaning Mach	28.68
67067	Vacuum Breakers	264.00
67069	Valves, Brass and Copper	194.39
67070	Valves, Bronze: Angle, Bal	7,444.56
67073	Valves, Flush, All Types; a	447.80
67076	Valves and Valve Parts, Mi	37.05
67077	Valves, Plastic: Ball, Check	1,511.10
67080	Valves, Solenoid Control	922.31
67089	Water Heaters, Residentia	227.99
67091	Water Heaters, Commerci	2,725.00
67540	Insecticides and Fungicide	2,999.50
67545	Insecticides and Fungicide	28.02
67554	Pesticides	334.82
67558	Recycled Pesticides and C	999.00
67580	TCA (Trichloroacetic Acid,	59.83
67585	Dry Formulation Herbicides	750.00
67590	Liquid Formulation Herbici	3,939.96
68002	Access Control Systems ar	171.00
68004	Ammunition	29,572.74
68008	Police Protection Equipme	71,238.00
68012	Belts, Cases, Holsters, Sca	5,913.84
68035	Chemicals for Personal De	1,584.00
68047	Evidence Bags, Containers	6,238.92
68048	Finger and Foot Printing Ec	1,278.15
68050	Guns, Stun (Nonlethal), (In	4,369.25
68052	Guns, Pistols, Rifles, and S	960.00
68058	Gun Locks, All Types	897.00
68060	Handcuffs, Leg Irons (Stra	299.88
68072	Prison Equipment, Cell Blo	41.00
68073	Prisoner Identification Equi	9,971.00
68084	Riot and Crowd Control Eq	480.00
68087	Surveillance Cameras and	3,060.00
68088	Targets,Target Pasters, ar	88.00
68093	Test Equipment and Suppl	183.00
68560	Growing Batteries	133.02
69034	Converters and Inverters, I	447.00
69039	Diodes, Coils, and other Ci	97.24
69049	Lamps and Lights, Indicati	675.68

Zimbra **monica.leal@co.hidalgo.tx.us**

Re: Commodity Codes

From : Francisco M. Martinez <francisco.martinez@co.hidalgo.tx.us> Mon, Jun 02, 2014 11:38 AM

1 attachment

Subject : Re: Commodity Codes

To : Monica Leal <monica.leal@co.hidalgo.tx.us>

Cc : Rogelio del Bosque <rogelio.delbosque@ucp.co.hidalgo.tx.us>

Good Morning Monica,

Attached you will find the information you requested.

Please let me know if you have any questions.

Francisco M. Martinez
Finance Division Director
Hidalgo County Urban Program
427 E. Duranta Avenue, Suite 107
Alamo, TX 78516
PH: (956) 292-7000 ext 2253
Fax: (956) 318-2988

----- Original Message -----
From: "Monica Leal" <monica.leal@co.hidalgo.tx.us>
To: "Francisco M. Martinez (francisco.martinez@co.hidalgo.tx.us)" <francisco.martinez@co.hidalgo.tx.us>
Sent: Monday, June 2, 2014 11:32:09 AM
Subject: Commodity Codes

Good morning Frank,

Can you please provide me with the expenditure report for the attached commodity code? I also attached the quotes we have requested for your review.

Thank you,

Monica Leal

----- Forwarded Message -----
From: Ricoh4502@ucp.co.hidalgo.tx.us

To: "Monica Leal" <Monica.Leal@co.hidalgo.tx.us>
Sent: Monday, June 2, 2014 11:26:22 AM
Subject: Message from "RNP00267360987B"

This E-mail was sent from "RNP00267360987B" (Aficio MP C4502).

Scan Date: 06.02.2014 11:26:22 (-0500)
Queries to: Ricoh4502@ucp.co.hidalgo.tx.us

---

commodity codes 5-30-2014.xlsx
108 KB

Zimbra **monica.leal@co.hidalgo.tx.us**

Re: Estimate from Green Thumb Yard Maintenance

From : Greenthumb_YM R <greenthumb_ym@yahoo.com> Tue, Jun 10, 2014 09:10 AM

Subject : Re: Estimate from Green Thumb Yard Maintenance

To : Monica Leal <monica.leal@co.hidalgo.tx.us>

Reply To : Greenthumb_YM R <greenthumb_ym@yahoo.com>

Monica,

We are providing electrician.
Thanks,
Ruth Ramos
FR Green Thumb Landscaping
5212 N. Jackson Rd.
Edinburg, TX 78541
956.380.2289 Phone
356.381.8631 Fax

On Tuesday, June 10, 2014 8:21 AM, Monica Leal <monica.leal@co.hidalgo.tx.us> wrote:

Good morning,

I am pending information from your office. In order to continue with the approval of the pump our office needs to know if you will be doing the electrical work? Please advise.

Thank you,

Monica Leal

From: "Greenthumb Landscaping LLC" <replyTo@qbdt.intuit.com>
To: "monica leal" <monica.leal@co.hidalgo.tx.us>
Sent: Wednesday, June 4, 2014 4:32:17 PM
Subject: Estimate from Green Thumb Yard Maintenance

Dear Customer :

Please review the attached estimate. Feel free to contact us if you have any questions.

We look forward to working with you.

Sincerely,

Green Thumb Yard Maintenance
956-380-2289

To view your estimate

Open the attached PDF file. You must have Acrobat® Reader® installed to view the attachment.

AI-44889 **Urban County 14. D.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted For: P.R. Avila **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program, on behalf of Precinct No.3, 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 Penitas Drain

BACKGROUND

The approval of contract was executed on June 4, 2013 for One (1) year. New expiration date is December 17, 2014.

Account No. 6540-60-0100-5175-6002
Amount Available: $ 3,600.00

Attachments

HLH Contract Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/05/2014 01:42 PM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Olga Lerma Started On: 06/05/2014 11:11 AM

Final Approval Date: 06/13/2014

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made effective the **4th** day of **June, 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").

W I T N E S S E T H:

WHEREAS, the Party requires "Review Appraisal Services" for **the Peñitas Drain** project located **within Hidalgo County, Precinct No.3** 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. 3, 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. 3.** ***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 **June 4, 2013,** and will expire **June 4, 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 12 day of June, 2013.

BY: Harvey L. Heerssen
Harvey L. Heerssen, TX. State Certified General Appraiser

Firm Name:	**Harvey L Heerssen**
Address:	**6107 Aberton Forest Drive**
City/ST/ZIP:	**Houston, TX 77084**
FED ID #/SS #:	**462-66-4872**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the 12 day of June, 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 "A"

REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

EXHIBIT "B"
BASIS OF PAYMENT

HLH APPRAISAL SERVICES

Specializing in Appraisal Review of Road and Drainage Projects

May 8, 2013

Ms. Ester Gonzalez-Garcia
Program Coordinator II
Urban County Program
3304 West Alberta Road
Edinburg, TX. 78539

RE: Letter of Best and Final Offer for "Appraisal Review Services" for Precinct 3 GLO Disaster Recovery Project known as the Penitas Drain in Hidalgo County.

Dear Ms. Gonzalez-Garcia:

This letter is in reference to your request of May 7, 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 project in 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.

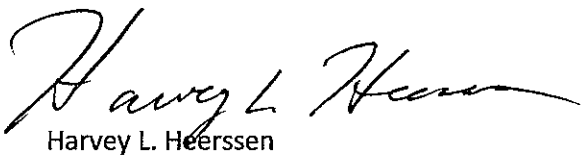
Exhibit A-My fee schedule for this project is $450.00 for each appraisal review report of each parcel. Additionally, if any updated appraisal reviews are necessary, an update will be accomplished for the reduced fee of $225.00. My commitment is to complete all appraisal review reports and any updated review reports within the time line requested and specified by Hidalgo County. **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, copies of my current Insurance Certificates, 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



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

AI-44866 **Urban County 14. E.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted For: Monica Leal **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of the City of Alamo is requesting consideration and action to award and enter into a requirements agreement for purchase of materials with Upper Valley Materials, LLC for the purchase of Hot Mix Asphaltic Concrete and delivery service on a force account Street Improvements project in the amount of $75.00 per ton. It is estimated that 190 tons will be required for this project for a total of $14,250.00 utilizing UCP - City of Alamo Street Improvement funds FY 25 (2012).

BACKGROUND

The Urban County Program requested and received a sole bid for materials for the City of Alamo – Street Improvement project. Quintanilla, Headley and Associates, Inc. prepared the specification packages. Bid was received and opened at the Hidalgo County – Purchasing Department on April 30, 2014. After review the project engineer recommended Upper Valley Materials, LLC as the sole qualified bidder. (See attached recommendation letter from Quintanilla, Headley and Associates, Inc. and a copy of the bid tabulation sheet).

Contractor: **Upper Valley Materials, LLC**

Contract Amount: **$14,250.00**

$44,950.00 FY 25 (2012) Street Improvements

Attachments

UCP behalf of the City of Alamo

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/04/2014 04:09 PM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Olga Lerma Started On: 06/04/2014 01:53 PM

Final Approval Date: 06/13/2014

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: April 30, 2014 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: City of Alamo-Street Improvements "Hot Mix Asphalt and Delivery Service"

BID NO: 5012-05-0311-5000-0500-UCP-ML **PROCUREMENT SPECIALIST:**

RFB NO.	Name of Company	Unit Cost	Demurrage Charge: will commence Two (2) Hours After Arrival	Bid Bond/ Cashier's Check Included
1.	Upper Valley Materials, LLC	$75.00 per ton	$60.00 per Hour	Bid Bond Included
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

*TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED.

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E. # 95534 R.P.L.S #4856 Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★Surveys

May 2, 2014

Mr. Luciano Ozuna
City Manager
City of Alamo
420 N. Tower Road
Alamo, TX 78516

Re: **Alamo - Street Improvements Hot Mix Asphaltic Concrete and Delivery Service.**

Dear Mr. Ozuna:

Bids for the above mentioned project were received and opened on Wednesday April 30, 2014. One (1) bid was received from Upper Valley Materials, LLC in the amount of $ 75.00/ Ton. It is estimated that 190 Tons will be required for this project. The Total amount for 190 Tons will be $ 14,250.00

After reviewing the information submitted, we recommend awarding the contract to the lowest responsive bid from Upper Valley Materials, LLC.

Should you have any questions or require additional information please do not hesitate contact our office. Thank you.

Sincerely,

P.E.

Alfonso Quintanilla, P.E.

cc: Eulalio Ramirez, P.E.

124 E. Stubbs, Edinburg, TX 78539 ★ Phone 956/381-6480 ★ Fax 956/381-0527 ★ Email: office@qhaengineering.com ★ www.qhaengineering.com

REQUIREMENTS AGREEMENT
FOR PURCHASE OF MATERIALS

THIS AGREEMENT (the "Agreement") is entered into as of **June 17, 2014** by and between **Upper Valley Materials, Inc.**, a Corporation ("Seller") and **Hidalgo County Urban County Program** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Hot Mix Asphalt delivered to site"** as further described in Exhibit "A" (the "Product"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller had 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 and 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 Products that Buyers may require for use by Buyer in **"Hot Mix Asphalt - delivered to site,"** in the area of Hidalgo County projects for a period if one (1) year commencing **June 17, 2014** and ending **June 16, 2015** and may be extended with the county's sole discretion for an additional one (1) year period, and it is agreed that the Product 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 Polices, 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 other wise 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 – Urban County Program
Attn: Diana R. Serna, Director
427 E. Durante Avenue, Suite 107
Alamo, TX 78516

If to Seller:

Upper Valley Materials, Inc.
7301 West Expressway 83
Mission, Texas 78572

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 Unties 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 benefits 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 Buyers 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**. Company shall provide insurance in force on all its vehicle and all persons connected with providing services under this Contract naming County as an additional insured (with coverage and in the amounts descried on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **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 Buyers:

(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 form 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 advise, 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 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 contact for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTE effective as of the day and year first above written.

APPROVED BY COMMISSIONERS' COURT ON: June 17, 2014.

Approved as to Form:
Atlas & Hall, L.L.P.
By Steven Crain
September 15, 2011

HIDALGO COUNTY URBAN COUNTY PROGRAM

By: _____
Ms. Diana R. Serna, Director

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

COMPANY: Upper Valley Materials, LLC.

By: _____
Printed Name: _____
Title: _____

Exhibit "A"
Hidalgo County
(All Funding Sources, Programs and Entities)
City of Alamo – Street Improvements
"Hot Mix Asphaltic Concrete and Delivery Service"
Bid №:5012-0311-5000-0500-UCP-ML

Scope of Services:

Hidalgo County is seeking a contract from qualified vendors to supply and deliver "Hot Mix Asphaltic Concrete" to the following location. Hot Mix Asphaltic Concrete shall conform to the specifications according to the TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, adopted in 2005.Item 400, Hot Mix Asphaltic Concrete Pavement.

REQUIREMENTS/ SPECIFICATONS:

The following are the minimum requirements accepted:

1. Hot Mix Asphaltic Concrete Pavement

Hot Mix Asphaltic Concrete Pavement

1.1 Description:

This item shall consist of a base course, a leveling-up course, a surface course or any combination of these courses as shown on the plans, each to be composed of a compacted mixture of mineral aggregate and asphaltic material. The mixture when designed and tested in accordance with these specifications and methods outlined in TxDOT Bulletin C-14 shall have the following:

DENSITY, PERCENT			STABILITY, PERCENT
Min.	Max.	Optimum	Not less than 35 nor more than 60 unless otherwise shown on the plans.
94.5	97.5	96	

The pavement shall be constructed on the previously completed and approved subgrade, base, existing pavement, bituminous surface or in the case of a bridge, on the prepared floor slab, as herein specified and in accordance with the details shown on the plans.

2.1. Materials:

Materials used in Hot Mix Asphaltic Concrete Pavement shall meet the requirements as set forth in Item 340 "Hot Mix Asphaltic Concrete Pavement" (Type D) of the TxDOT Standard Specifications 1995.

3.1. Construction methods:

Construction methods used in Hot Mix Asphaltic Concrete Pavement shall meet the requirement as set forth in Item 340 "Hot Mix Asphaltic Concrete Pavement" (Type D) of the TxDOT Standard Specifications 1995, with the following addition:

Application of Hot Mix Asphaltic Concrete Pavement shall not begin unless the temperature is at least fifty (50) degrees Fahrenheit in the shade and rising.

4.1. Measurement:

Hot Mix Asphaltic Concrete Pavement shall be measured by the ton of two thousand (2000) pounds, or by the actual square yard applied as actually used in the completed and accepted work. Measurement by weight shall be on truck scales, approved by the Inspector. Records shall be kept on the tare load, total load and net load of mixture for each load of same.

5.1. Payment:

The work performed and materials furnished, as prescribed by this item, measured as provided herein, shall be paid for at the contract unit price bid per ton or square yard for "Hot Mix Asphaltic Concrete Pavement", which price shall be full compensation for furnishing and placing all materials; and for labor, tools, equipment, and incidentals necessary to complete the work, except prime coat and tack coat, when required.

End of Section

2. CONTRACT TERM:
The term of the bid contract will be for a period of one month. Price stated in the bid submitted will remain firm through the contract period.

The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by Hidalgo County within a thirty (30) day written notice prior to cancellation. The successful bidder must state therein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays of award of new bid for the next contract term.

3. VENDORS PERFORMANCE:
Hidalgo County reserves the right to enforce the performance for this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications and/or requirements shall be a basis for the termination of the contract by the County.

4. DEFAULT:
The County shall not pay for work, equipment, services or supplies which are unsatisfactory. Contractor may be given a reasonable opportunity twenty-four (24) hours prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance.

Bidder(s) agree(s) that in the event "Hot Mix Asphaltic Concrete" is unavailable from bidder(s) own inventory, bidder(s) will be responsible for locating an alternative supplier and for providing the product to Hidalgo County at the same rates/fees, terms and conditions. After the bid is awarded and in the event the awarded bidder(s) cannot provide "Hot Mix Asphaltic Concrete" to Hidalgo County, HIDALGO COUNTY will seek goods/services from the next compliant vendor or other sources and will charge the successful bidder the difference for any additional cost incurred by Hidalgo County for such item.

5. TERMINATION:
Termination, by the county may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this contract, by giving thirty (30) days written notice to the Contract with the understanding that all work being performed under this contract shall cease upon the date specified in such notice.

6. TERMS AND CONDITIONS:
a) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

b) Hidalgo County reserves the right to award to one or Multiple bidders, whichever is in the best interest of the County.

c) Insurance certificates as per "Exhibit C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

d) Insurance requirements for this project are to be maintained throughout the contract term (refer to Limits in Exhibit "C").

e) The bidder(s) awarded the contract cannot engage the services of a subcontractor without prior written consent of Hidalgo County to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance.

f) Should the County require testing of the material to verify conformance to specifications at any time during the contract period, it will be at the Contractor's expense.

g) In the event the material furnished does not meet the entire County's requirement (regardless of weather, test's acceptability, method of repair or other conditions), the county reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

h) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

i) County may seek purchases from State awarded vendors or any cooperative purchasing programs, whenever it is in the best interest to do so.

j) All cost and expenses associated with the preparation and submission of all (Bid, Proposals, Statements of Qualifications (RFQ) and Quotes shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 South Business Hwy 281, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRES WILL BE ACCEPTED VIA FACSIMILE OR E-MAILED TO: alfonsoq@ghaengineering.com no later than Tuesday, April 22, 2014 at 5:00 p.m. Responses to said inquires will be sent to all applicants via e-mail by no later than Thursday, April 25, 2014 at 5:00 p.m.

2. Tack Coat

Tack Coat

1.1 Description:

"Tack Coat" shall consist of an application of asphaltic material on the completed base course after the prime coat has sufficiently cured, existing pavement, bituminous surface, or in the case of a bridge, on the prepared floor slab in accordance with these specifications and as directed by the Inspector.

2.1 Materials:

The asphalt material for Tack Coat shall meet the requirements for Cut-Back Asphalt, RC-250, Item 300, "Asphalts, Oil and Emulsions" of the Texas Highway Department Standard Specifications.

3.1 Construction Methods:

Before the tack coat is applied, the surface shall be cleaned thoroughly to the satisfaction of the Inspector. The asphaltic material shall be applied on the clean surface by an approved type of self-propelled pressure distributor, so operated as to distribute the tack coat at a rate not to exceed 0.12 gallon per square yard of surface, evenly and smoothly under a pressure necessary for proper distribution. Where the pavement mixture will adhere to the surface on which it is to be placed without the use of a tack coat, the tack coat may be eliminated by the Inspector. All contact surfaces of curbs and structures and all joints shall be painted with a thin uniform coat of the asphaltic material used for tack coat. The tack coat shall be rolled with a pneumatic tire roller as directed by the Inspector. During the application of tack coat, care shall be taken to prevent splattering of adjacent pavement, curb and gutters or structures.

4.1 Measurement:

The asphaltic material for tack coat will be measured at point of delivery on the project in gallons at the applied temperature. The quantity to be paid for shall be the number of gallons used, as directed, in the accepted tack coat.

5.1 Payment:

Method A: The work performed and materials furnished as prescribed by this Item shall be paid for at the unit price bid per gallon for "Tack Coat", which price shall be full compensation for cleaning the surface, for furnishing, heating, hauling and distributing the tack coat as specified; for all freight involved; and for all manipulations, labor, tools, equipment, and incidentals necessary to complete the work.

Method B: No direct payment will be made for this Item. Payment for this Item shall be made as part of the payment for "Hot Mix Asphalt Concrete Pavement" in square yards and shall be considered incidental to that work. Payment for "Hot Mix Asphalt Concrete" shall include all work specified herein including cleaning the area and/or base; for furnishing, heating, hauling and distributing the price coat as specified; and for all fright involved and for all manipulations, labor, tools, equipment and incidentals necessary to complete the work.

End of Section

LOCATIONS/DELIVERY INSTRUCTIONS:

All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise authorized by the user department.

- **6th Street from Birch Avenue to Railroad Avenue, Alamo, Texas**

1. QUANTITY:

Hidalgo County will purchase 190 Tons of material on an "AS NEEDED BASIS ONLY".
Thus it is agreed and understood that the County will purchase no more material than is needed.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/29/2014

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

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

PRODUCER	CONTACT NAME: Consuelo Cavazos, CISR
McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733 E-MAIL ADDRESS: consuelo@mcafeeagency.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Upper Valley Materials, LLC 7301 W Expressway 83 Mission TX 78572	INSURER A: AIG Specialty Ins Co	
	INSURER B: National Liability & Fire Ins	
	INSURER C: Commerce & Industry Ins Co	
	INSURER D: Texas Mutual Ins. Co	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2014-2015 **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			EG17474240	2/22/2014	2/22/2015	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 $ 300,000 $ 25,000 $ 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			73TRS029356	2/22/2014	2/22/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			BE014360616	2/22/2014	2/22/2015	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001205712	10/27/2013	10/27/2014	[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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: Supply & Delivery of HMAC Type D to City of Alamo

CERTIFICATE HOLDER

Hidalgo County Purchasing Department (Urb
2802 S Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert R Garza/CO

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Zimbra **monica.leal@co.hidalgo.tx.us**

FW: Bid opening 4-30-14

From : Jaime Sandoval <jsandoval@alamotexas.org> Tue, May 27, 2014 03:19 PM
Subject : FW: Bid opening 4-30-14 4 attachments
To : Monica Leal <monica.leal@co.hidalgo.tx.us>
Cc : Alfonso Quintanilla <alfonsoq@qhaengineering.com>, lalor@qhaengineering.com

Monica:

At the Regular Meeting of May 20, 2014, the Board of Commissioners voted to approve the bid award of Upper Valley Materials, LLC., in the amount of $14,250.
Please place this on the earliest County Commissioners' Court meeting.

Thanks,
Jaime

From: Alfonso Quintanilla [mailto:alfonsoq@qhaengineering.com]
Sent: Monday, May 12, 2014 10:42 AM
To: Jaime Sandoval
Cc: lalor@qhaengineering.com; Monica Leal
Subject: Re: Bid opening 4-30-14

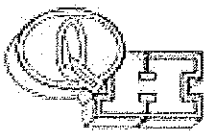
Jaime,

It was sent to Luciano but here it is.

Regards,

Recommendation Letter and Bid Tabulation.pdf
473 KB

Untitled attachment 00031.htm
4 KB



E4108486-254F-4C46-9F5B-14DD430EE2FB[13].png
10 KB

AI-44848 **Urban County 14. F.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted For: Lupita V. Garcia **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

TheUrban County Program is requesting approval of a Budget & Program Amendment for the City of Peñitas workplans for Fiscal Years 24 & 25 (2011 & 2012). The Street Improvements projects will be cancelled and those funds will be transferred into the Parks, Recreational Facility Improvements line item for additional funding to the Peñitas Memorial Park.

BACKGROUND

A Public Hearing was held on January 22, 2014 at 6:00 P.M. at the Peñitas public library building and citizen participation requirements have been met. The city then held a meeting to approve the amended Work Plans. The City of Peñitas proposes that the funding be added for the Peñitas Memorial Park Improvements to include the purchase and installation of a splash pad, fencing, a sprinkler system, and a basketball court. (See attached copy of Public Hearing Notice and Regular Meeting city minutes).

Attachments

City of Penitas

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/04/2014 09:11 AM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Olga Lerma Started On: 06/03/2014 03:56 PM

Final Approval Date: 06/13/2014

CITY OF PEÑITAS

Mayor Marcos Ochoa
Mayor Pro-Tem Antonio Flores Jr.
Commissioner Alex Guajardo
Commissioner Tomas Cedillo Jr.
Commissioner JR Flores
City Manager Oscar Cuellar Jr.
City Secretary Ana Valdez

****

APR 10 2014

DL

April 10, 2014

Diana Serna, Director
Hidalgo County Urban County Program
Alamo, Texas 78516

Re: Program and Budget Amendment

Dear Ms. Serna

We have advertised for and conducted a public hearing on our proposed Budget and Program Amendment and taken the proposal to and gotten approval from the City Council. As discussed at the Public Hearing and approved by the City Council here are the proposed changes:

1. The original $ 90,000.00 Street Improvements (Lighting) from 2011 has been Eliminated and the $ 90,000.00 will now be used for Park Improvements.
2. The original $ 23,900.00 Street Improvements (Lighting) from ~~2013~~ 2012 has been Eliminated and the $ 23,900 will now be used for Park Improvements.

The amendment will provide an additional $ 113,900.00 so that we can do all of the proposed improvements to the park including the installation of the Splash Pad. Based on our existing funds and the amended line items indicated above we will have a new total amount for the project of $ 402,569.62 as indicated on the attached exhibit.

Respectfully

Oscar Cuellar Jr.
City Manager

CC: Guadalupe Garcia, UC Coordinator

City of Penitas
Special Called Meeting
Wednesday
January 22, 2014
6:00 PM

1. **Open Meeting & Determination of Quorum**
   Mayor Marcos Ochoa opened meeting at 6:00pm. Members present were Commissioner Alex Guajardo and Commissioner JR Flores. Also present was City Manager Oscar Cuellar, City Secretary Ana Valdez, and City Attorney Ricardo Gonzalez. Not present were Mayor Pro-tem Antonio Flores Jr and Commissioner Tomas Cedillo.
2. **Pledge of Allegiance/Invocation**
   Mayor Marcos Ochoa led the Pledge of Allegiance/Invocation.
3. **Certification of Posting**
   City Secretary Ana Valdez certified that the agenda was posted on the 18th day of January 2014 which is more than 72 hours prior to the meeting being held.
4. **Citizens' Input and/or Other Discussions-n/a**
5. **Public Hearing**
   A) Mayor Marcos Ochoa opened the Public Hearing at 6:03pm for the consideration of budget & program amendment of Urban County Program FY 24, & 25 (2011 &2012).
   B) Motion was made by Commissioner JR Flores to approve Budget & Program Amendment as presented. Deleting the Street Improvements line items in both FY 24 & 25, and creating Parks, Recreational Facility Improvements line items for the continuation of funding for the Veteran's Memorial Park. Motion was seconded by Commissioner Alex Guajardo. Motion carried.
   C) Public Hearing was closed at 6:08pm.
6. **Discussion, consideration, and action on the following items:**
   A) Motion was made by Commissioner JR Flores to approve Interlocal Agreement between the City of Mission, Texas and the City of Penitas, TX apportioning extraterritorial jurisdiction and setting annexation boundary. Motion was seconded by Commissioner Alex Guajardo. Motion carried.
   B) Motion was made by Commissioner Alex Guajardo to accept dedication of ROW Easement from Mil Encinos Development, LTD. Motion was seconded by Commissioner JR Flores. Motion carried.
   C) Motion was made by Commissioner JR Flores to approve Interlocal Agreement between City of Penitas and HCID #6 RE: Tom Gill Road Drain Ditch. Motion was seconded by Commissioner Alex Guajardo. Motion carried.
   D) Motion was made by Commissioner Alex Guajardo to approve resolution 2014-02 RE: Surplus of Penitas PD. Motion was seconded by Commissioner JR Flores. Motion carried.
   E) Motion was made by Commissioner JR Flores to approve third reading of Ordinance No. 2013-13 RE: Noise Nuisances with changing all the "Mission" to "Penitas". Motion was seconded by Commissioner Alex Guajardo. Motion carried.
7. **Other Business**
   N/A
8. **Adjournment**
   Motion was made by Commissioner JR Flores to adjourn meeting at 6:24pm. Motion was seconded by Commissioner Alex Guajardo. Motion carried.

Approved on this the 5th day of February, 2014.

Mayor Marcos Ochoa

City Secretary Ana Valdez

City of Peñitas
Special Called Meeting
Wednesday
January 22, 2014
6:00 p.m.

A Special Called Meeting of the City of Peñitas, Texas will be held at the Peñitas Public Library Building located at 1111 S. FM 1427 Penitas, TX 78576.

THE CITY OF PENITAS CITY COUNCIL MEETINGS ARE AVAILABLE TO ALL PERSONS REGARDLESS OF DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT THE CITY SECRETARY AT 581-3345 AT LEAST 48 HOURS IN ADVANCE OF THE MEETING. THANK YOU.

Notice is hereby given in accordance with S.B. 270 Chapter 277, Page Acts of the 61st Legislature of the State of Texas, 1969 that the following matters will be considered by the City Council of the City of Peñitas, Texas at said meeting. *The Commissioners of the City of Peñitas reserve the right to adjourn into Executive(Closed) Session at any time during the course of the meeting to discuss any of the items listed on the agenda as authorized by the Texas Open Meetings Act. No final action will be taken in Executive Session*

Agenda

1. **Open Meeting & Determination of Quorum**
2. **Pledge of Allegiance/Invocation**
3. **Certification of Posting**
4. **Citizens' Input and/or Other Discussions**
5. **Public Hearing**
   - A) Open Public Hearing for the consideration of budget & program amendment of Urban County Program FY 24, & 25 (2011 & 2012).
   - B) Consideration and approval of Budget & Program Amendment as presented. Deleting the Street Improvements line items in both FY 24 & 25, and creating Parks, Recreational Facility Improvements line items for the continuation of funding for the Veteran's Memorial Park.
   - C) Close Public Hearing
6. **Discussion, consideration, and action on the following items:**
   - A) Approval of Interlocal Agreement between the City of Mission, Texas and the City of Penitas, Texas apportioning extraterritorial jurisdiction and setting annexation boundary
   - B) Accept dedication of ROW Easement from Mil Encinos Development, LTD
   - C) Approval of Interlocal Agreement between City of Penitas and HCID#6 RE: Tom Gill Road Drain Ditch.
   - D) Resolution 2014-02 Re: Surplus of Penitas PD
   - E) Third reading of Ordinance 2013-12 Re: City of Penitas Personnel Drug and Alcohol Use Policy
   - F) Third reading of Ordinance No. 2013-13 Re: Noise Nuisances
7. **Other Business**
8. **Adjournment**

***Note: If during the course of the meeting, the City Council should determine that a closed or executive session is required, then such closed or executive session is authorized by Article 6252-17 Revised Civil Statute of Texas, Section 2(e), 2(g). Notice of the closed or executive session will be given after the commencement of the meeting covered by this notice. Should any final action, final decision, or final vote be required in the opinion of the Commission with regard to any item during the meeting then such final action, final decision, or final vote shall be made during the open meeting covered by this notice upon reconvening of the public meeting.**

Posted on this 18th day of January 2014 at 5:00 p.m. at the Peñitas City Hall. A Duplicate copy of this agenda has been posted at Peñitas Post Office.

"CERTIFICATION ON POSTING"

I, ANA VALDEZ, CERTIFY THAT I POSTED A TRUE AND CORRECT COPY OF THE FOREGOING NOTICE OF THIS AGENDA AT A PLACE ACCESSIBLE TO THE PUBLIC AT LEAST SEVENTY TWO (72) HOURS PRIOR TO THE MEETING.

Ana Valdez

ANA VALDEZ, CITY SECRETARY

#10004864 – Urban County Program - 95167781

THE MONITOR

PUBLISHER'S AFFIDAVIT

State of Texas
County of Hidalgo

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

January 18, 2014

Subscribed and sworn to before me this the 18th day of January A.D. 2014

Norma I. Perez
Notary Public, Hidalgo County

Norma I Perez
My Commission Expires
09/22/2015

PUBLIC HEARING NOTICE - CITY OF PEÑITAS

Published On: January 18, 2014

BUDGET & PROGRAM AMENDMENT

In compliance with Community Development Block Grant (CDBG) requirements, **City of Peñitas** will conduct a Public Hearing to solicit input from interested parties on the City's proposed budget & program amendment to its Urban County Program, **Year 24 & 25 (2011 & 2012).**

En cumplimiento de los requisitos del Programa de Desarrollo Comunitario de Beca de Bloque (CDBG), La Ciudad de Peñitas llevará a cabo una audiencia pública para solicitar la opinión de las partes interesadas en el Presupuesto de los proyectos en la ciudad de Peñitas y la modificación del Programa Urbano del Condado Hidalgo, para los años 24 & 25 (2011 & 2012) de fondos.

The Public Hearing will be held on, **Wednesday, January 22, 2014 at 6:00 P.M. at the City of Peñitas Public Library Conference Room located at 1111 S. Main Street, Peñitas, Texas 78576.**

La Audiencia Pública se llevará a cabo el **miercoles, 22 de enero año 2014 a las 6:00 PM en la Biblioteca de Peñitas ubicada en 1111 S. Main Street, Peñitas, Texas 78576.**

Existing Budget *Presupuesto Original*	Year 24 (2011) Activities *Año y Actividad*	Proposed Budget *Presupuesto Propuesto*
$90,000.00	Street Improvements (-90,000.00)	$ 0.00
$ 0.00	Parks Recreational Facility Improvements (+90,000.00)	$ 90,000.00

Existing Budget *Presupuesto Original*	Year 25 (2012) Activities *Año y Actividad*	Proposed Budget *Presupuesto Propuesto*
$23,900.00	Street Improvements (-23,900.00)	$ 0.00
$ 0.00	Parks, Recreational Facility Improvements (+23,900.00)	$ 23,900.00
$23,900.00	**TOTALS:**	**$23,900.00**

The proposed amendment will **DELETE** the Street Improvements line item, cancelling Street Lights Projects and **CREATE** Parks, Recreational Facility Improvements line item to include the continuation of funding for the complete development of Veteran's Memorial Park, an already environmentally cleared project.

La enmienda propuesta disminuirá los fondos para Mejoras de Calles. Cancelando la propuesta del proyecto de postes y luces. La creacion seria para Parques. Los fondos serian para la continuación del desarrollo del Parque Veteran's Memorial, ubicado en la ciudad de Peñitas, un proyecto que ya esta aprobado para el medio ambiente.

Accommodations for individuals with handicaps shall be provided upon request.
Alojamiento para las personas con discapacidad se puede proporcionar a petición.

Presentation may be presented in English or Spanish as requested by persons present at Hearing. ***Las presentaciones se haran en español o ingles para aquellas personas que así lo deseen.***

For more information, please come by our office at:
Para obtener más información, por favor venga a nuestra oficina localizada:
427 E. Duranta Avenue, Suite 107, Alamo, Texas 78516 or call (956) 787-8127.

Written comments may be forwarded to:
Los comentarios escritos pueden ser enviados a:
Mayor/Alcalde: Marco Ochoa
City of Peñitas, P.O. Box 204, Peñitas, Texas 78576
(956) 581-3345

AI-44756 **Urban County 14. G.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted For: Monica Leal **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

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

2. Presentation of the scoring grid for the purpose of ranking by Commissioner's Court of at least three (3) professional engineering firms from the county's approved "pool" as graded and evaluated by the City of Progreso, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Years 25 & 26 (2012 & 2013) City of Progreso – Street Improvements funds.

Professional Service Firm	Grade	Ranked
Javier Hinojosa Engineering	95.67%	
MGE Civil Engineering	88.67%	
Chanin Engineering LLC	85.33%	

3. Authority to negotiate a professional engineering service contract with the highest ranked firm _____ for a Urban County Program Years 25 & 26 (2012 & 2013) City of Progreso – Street Improvements project.

BACKGROUND

The three professional engineering firms rated from the county's approved "pool" are: (1) Javier Hinojosa Engineering (2) MGE Civil Engineering, and (3) Chanin Engineering LLC for the City of Progreso – Street Improvements project.

Funds Available: $ 89,656.64 YR 25 (2012) Street Improvements
$239,548.79 YR 26 (2013) Street Improvements
Total: $329,205.43

Attachments

Requesting exemption

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/30/2014 04:46 PM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Olga Lerma Started On: 05/28/2014 01:36 PM

Final Approval Date: 06/13/2014

City of Progreso
Professional Engineering Services
Street Improvements Project
Years 25 & 26 (2012 & 2013)
Grading-Ranking Grid

Criteria	Javier Hinojosa Engineering			MGE Civil Engineering			Chanin Engineering LLC		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Project Team	20	20	20	15	18	16	20	20	20
Experience of Project Team/ Ability to Commit Resources	25	23	23	25	25	21	15	23	23
Methodology/ Experience/ Availability of Project Manager	20	20	16	20	20	12	18	20	15
Understanding of Project/Similar Projects	25	22	25	25	21	25	25	20	23
Familiarity with Applicable Rules & Regulations	10	3	10	10	3	10	0	3	10
TOTALS	100	93	94	95	87	84	78	86	91
AVERAGES	287÷3=95.67%			266÷3=88.67%			256÷3=85.33%		
RATING	1			2			3		

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	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: All requirements were submitted in the Request for Qualifications		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: All requirements were submitted in the Request for Qualifications		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: All requirements were submitted in the Request for Qualifications		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: All requirements were submitted in the Request for Qualifications		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: All requirements were submitted in the Request for Qualifications		TOTAL 10
Total Score		100

Firm/Participant's Name: Javier Hinojosa Engineering

Evaluator: Alfredo Espinosa Department: City of Progreso

Project Name: Urban County Project Year 2013 Date: 3/18/2014

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	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	3
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets most of Criteria, but only designated himself (Hinojosa) in an Appendix form		TOTAL 23
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	4
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets most criteria, but needs to Address Appropriate Federal, State and local regulations and more Responsive to RFQ		TOTAL 22
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	0
Comments/Rationale For Points: Need more information on Knowledge of gov't. regulation and Codes and Narrative		TOTAL 3
	Total Score	88

Firm/Participant's Name: Javier Hinojosa Engineering

Evaluator: Antonio Barco, Deputy Director Department: Urban County Program

Project Name: City of Progreso - Street Improvements Date: 5-23-14

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	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points:		TOTAL 20
Meets Criteria		
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	3
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points:		TOTAL 23
No Appendix included; meets criteria with composition & reporting responsiblities		
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	6
Comments/Rationale For Points:		TOTAL 16
Appendix not included		
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points:		TOTAL 25
Meets Criteria		
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 10
	Total Score	94

Firm/Participant's Name: Javier Hinojosa Engineering

Evaluator: [signature] Department: HC-Urban County Program

Project Name: City of Progreso Street Imp. Project Date: 03/13/14

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	5
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: MGE Civil Engineering failed to provide a Texas Board of Professional Engineers Certificate of Registration for firm.		TOTAL 15
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: All requirements were submitted in the Request for Qualifications		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: All requirements were submitted in the Request for Qualifications		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: All requirements were submitted in the Request for Qualifications		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: All requirements were submitted in the Request for Qualifications		TOTAL 10
Total Score		95

Firm/Participant's Name: MGE Civil Engineering

Evaluator: Alfredo Espinosa Department: City of Progreso

Project Name: Urban County Project Year 2013 Date: 3/18/2014

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	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	3
Comments/Rationale For Points: Meets most criteria, but did not identify Team members in organizational chart		TOTAL 18
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets all criteria		TOTAL 25
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets most criteria, but must address more appropriatly Rules and Regulations and more Responsive to RFQ		TOTAL 21
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	0
Comments/Rationale For Points: Must address experience and knowledge of regulations and Codes and a narrative		TOTAL 3
	Total Score	87

Firm/Participant's Name: MGE Civil Engineering

Evaluator: Antonio Barco, Deputy Director Department: Urban County Program

Project Name: City of Progreso - Street Improvements Date: 5/23/14

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	8
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	3
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: RFQ not clear with team qualifications		TOTAL 16
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	3
➢ Identifying the project composition, project leadership, reporting responsibilities	10	8
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: No Appendix included in RFQ;		TOTAL 21
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	4
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	4
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	4
Comments/Rationale For Points: Not enough referencing on RFQ		TOTAL 12
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 10
	Total Score	84

Firm/Participant's Name: M Garcia Engineering

Evaluator: _____ Department: HC-Urban County Program

Project Name: City of Progreso Street Imp Project Date: 03/13/14

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	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: All requirements were submitted in the Request for Qualifications		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	5
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	0
➢		
Comments/Rationale For Points: Engineering firm does not show the appropriate experience necessary to complete this type of project.		TOTAL 15
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	8
Comments/Rationale For Points: Engineering firm provides 8 types of services, but none of which is applicabe to the services needed.(p5)		TOTAL 18
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: All requirements were submitted in the Request for Qualifications		TOTAL 25
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	0
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	0
Comments/Rationale For Points: Engineering firm has failed to report any knowledge of regulations, codes, etc or does RFQ contain a any such narrative.		TOTAL 0
Total Score		78

Firm/Participant's Name: Chanin Engineering LLC

Evaluator: Alfredo Espinosa Department: City of Progreso

Project Name: Urban County Project Year 2013 Date: 4/5/2014

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	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	3
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: Meets most criteria, but must designate STAFF in Appendix form		TOTAL 23
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	10
Comments/Rationale For Points: Meets all criteria		TOTAL 20
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	3
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	4
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	3
➢ Reference Information including contact persons and telephone numbers.	5	5
Comments/Rationale For Points: Must address appropriate rules, regulations, knowledge and experience, information to be gathered + responsiveness to RFQ		TOTAL 20
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	3
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	0
Comments/Rationale For Points: Must indicate past experience + knowledge of govt rules, regulations and Codes and narrative		TOTAL 3
	Total Score	86

Firm/Participant's Name: Chanin Engineering LLC

Evaluator: Antonio Barco, Deputy Director Department: Urban County Program

Project Name: City of Progreso - Street Improvements Date: 5/23/14

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	10
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	5
➢ Team members identified in the organizational chart.	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 20
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	3
➢ Identifying the project composition, project leadership, reporting responsibilities	10	10
➢ Experience of engineering staff to completely and efficiently perform the work.	10	10
➢		
Comments/Rationale For Points: No Appendix included; meets criteria		TOTAL 23
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	5
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	5
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	5
Comments/Rationale For Points: appendix not included; not enough referencing on proposed project		TOTAL 15
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	5
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	5
➢ Reference Information including contact persons and telephone numbers.	5	3
Comments/Rationale For Points: Meets Criteria		TOTAL 23
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	5
Comments/Rationale For Points: Meets Criteria		TOTAL 10
Total Score		91

Firm/Participant's Name: Chanin Engineering, LLC

Evaluator: _____ Department: HC- Urban County Program

Project Name: City of Pregreso Street Imp. Project Date: 03/13/14

AI-44858 **Urban County 14. H.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted For: Michelle Mendoza **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting approval to re-certify Proyect Azteca as a Community Housing Development Organization (CHDO) within the County of Hidalgo.

2. Requesting approval to execute the 2008/2012 HOME/CHDO contract for Proyecto Azteca

BACKGROUND

The Urban County Program requested proposals for 2008 & 2012 CHDO funds from non-profit housing organizations on May 15, 2014 and again on May 22, 2014. The 2008 funds were made available for funding due to a non-compliance issue in which another CHDO had to re-pay program funds to the UCP. Additionally, a project that was to be funded by 2012 monies, was cancelled. A committee evaluated the proposals received. Among the criteria used in the evaluation process was type of project, project location(s), previous funding, and CHDO budget balance/expenditure ratios. The UCP requests approval to execute the FY 2008/2012 CHDO contract for the following funding amount:

Proyecto Azteca - $297,429.90 - to build single family homes for low to moderate-income families that are below 80% of the area median income for the Hidalgo County.

Attachments

revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/04/2014 02:30 PM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Olga Lerma Started On: 06/04/2014 11:05 AM

Final Approval Date: 06/13/2014

AGREEMENT FOR GRANT OF HOME FUNDS

THIS AGREEMENT FOR GRANT OF HOME FUNDS (this "Agreement") is made and entered into on June 17, 2014 ("Effective Date") by and between the County of Hidalgo ("County"), a political subdivision of the State of Texas, and the PROYECTO AZTECA ("CHDO"), a Texas nonprofit corporation.

RECITALS:

WHEREAS, County has entered into an agreement with the US Department of Housing and Urban Development ("HUD") to receive HOME Funds as that term is defined in 24 C.F.R. 92 ("HOME Funds"), which funds are administered by the County's Urban County Program through its HOME Investment Partnerships Program (the "HOME Program");

WHEREAS, County has set aside a portion of its HOME Program's funds for community housing development organizations in accordance with the National Affordable Housing Act of 1990, as amended;

WHEREAS, County has designated the above named organization as a community housing development organization or CHDO pursuant to HUD rule 24 CFR Part 92, which sets forth regulations to implement the HOME Program;

WHEREAS, CHDO has submitted a proposal for use of HOME Funds to develop affordable housing pursuant to the HOME Program; and

WHEREAS, County desires to engage the CHDO to render certain assistance as a developer of affordable housing in conformance with 24 CFR Part 92.300;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth in this Agreement, and subject to the terms and conditions hereof, County and CHDO hereby agree as follows:

SECTION I

DEFINITIONS

A. SPECIFIC

When used in this Agreement, the following terms shall have the respective meanings set forth below:

1. "Act" shall mean the HOME Investment Partnerships Act at Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 U.S.C. §§12701 et. seq.

2. "Action" shall have the meaning given such term in Section XI.B of this Agreement.

3. "Affordability Period", with respect to any Unit, shall mean the period of years set forth below during which the home buyer is required to occupy the Unit as the home buyer's principal residence, commencing on the closing of the home buyer's purchase of the Unit, which shall vary depending on the amount of HOME Funds provided to home buyer for the Unit:

HOME Funds Assistance per Unit	Affordability Period
Under $15,000	5 years
$15,000 up to and including $40,000	10 years
Over $40,000	15 years

4. "Affordable Housing" shall have the meaning assigned to it under 24 C.F.R. 92.2 and C.F.R. 92.203.

5. "Agreement" shall have the meaning given such term in the introductory paragraph above.

6. "Applicable Law Amendments" shall have the meaning given such term in Section XII.E.2 of this Agreement.

7. "Applicable Laws" shall have the meaning given such term in the introductory paragraph of Section IX of this Agreement.

8. "CHDO" shall have the meaning given such term in the introductory paragraph above.

9. "CHDO Policies Manual" shall mean County's HOME Division Community Housing Development Organizations Policies Manual, as it may be amended by County from time to time.

10. "CHDO Proceeds" shall mean proceeds retained by CHDO in accordance with 24 C.F.R. 92.300(a)(2).

11. "CHDO Proposal" shall mean the proposal submitted by CHDO to the County for fiscal year 2008 & 2012 concerning CHDO's proposed participation in the HOME Program, a copy of which is attached hereto as "Exhibit D".

12. "County" shall have the meaning given such term in the introductory paragraph above.

13. "County Indemnitees" shall have the meaning given such term in Section XI.B of this Agreement.

14. "Default" shall have the meaning given such term in Section X.A. of this Agreement.

15. "Developer's fee" shall mean a fee payable to CHDO as compensation for the services performed hereunder and, unless other agreed in writing by the parties, will be earned and paid on a per unit basis.

16. "Effective Date" shall have the meaning given such term in the introductory paragraph above.

17. "Home buyer" or "home owner" shall mean the individual to whom the CHDO is providing assistance pursuant to the HOME Program.

18. "HOME Funds" shall have the meaning given such term in the first recital above.

19. "HOME Program" (also called "HOME") shall have the meaning given such term in the first recital above.

20. "HUD" shall have the meaning given such term in the first recital above.

21. "Judicial Action" shall have the meaning given such term in Section XII.B of this Agreement.

22. "Losses" shall have the meaning given such term in Section XI.B of this Agreement.

23. "Low-Income Families" shall have the meaning assigned to it under 24. C.F.R. 92.2.

24. "Owner Investment Returned First" shall mean the recapture option defined under 24 C.F.R. 92.254(a)(5)(ii)(A)(4).

25. "Project" means all services and obligations provided by the CHDO pursuant to this Agreement and, with respect to a particular Unit, means the portion of such services and obligations applicable to the Unit.

26. "Right of first refusal" shall mean the CHDO's right to repurchase property for which the home owner received assistance from the Project.

27. "Right of First Refusal Agreement" shall mean a Right of First Refusal, Option to Purchase, and Agreement Regarding Distribution of Proceeds entered into among the County, the CHDO and a home owner.

~~28. "Section 3" shall have the meaning given such term in Section IX.H.1 of this Agreement.~~

29. "Suspension Notice" shall have the meaning given such term in Section X.A of this Agreement.

30. "Term of this Agreement" shall mean the period commencing on the Effective Date and terminating on <u>August 31, 2015</u>, unless sooner terminated as herein provided.

31. "Termination Date" shall have the meaning given such term in Section X.D.2 of this Agreement.

32. "Termination Notice" shall have the meaning given such term in Section X.B of this Agreement.

33. "Transaction Document" shall mean (i) each document delivered by CHDO to County pursuant to this Agreement and (ii) each agreement entered into by CHDO pursuant to this Agreement, including without limitation the Homebuyer Assistance Contract and the Right of First Refusal Agreement.

34. "Unit" shall have the meaning given such term in Section II.A.2 of this Agreement.

B. GENERAL

References in this Agreement to "Sections" and "Exhibits" shall be to the Sections and Exhibits of this Agreement, unless otherwise specifically provided. Where the context or construction otherwise requires, all words applied in the plural shall be deemed to have been used in the singular, and vice versa. The masculine shall include the feminine and neuter, and vice versa; and the present tense shall include the past and future tense, and vice versa.

SECTION II

PROJECT DESCRIPTION, SCHEDULE AND BUDGET

A. PROJECT DESCRIPTION

1. During the Term of this Agreement, County agrees to grant CHDO $297,429.90 utilizing FY 2008 & 2012 HOME funds for the Project, subject to the conditions of this Agreement.

2. During the Term of this Agreement, CHDO shall, pursuant to the terms of this Agreement, perform all professional, technical and construction services necessary to complete the construction, development and occupancy of a total number of five (5) of brick veneer units of affordable housing (each, a "Unit") as follows:

Type of Unit	Total Area Area (Sq. ft.)
2 bedroom, 1 bath	1,014 sq ft
3 bedroom, 1 bath	1,222 sq ft
4 bedroom, 2 bath	1,378 sq ft

3. The Units will be located in the County of Hidalgo, Texas, and outside of the city limits of the cities of McAllen, Mission, Edinburg and Pharr.

4. CHDO will sell Units only to low-income families whose annual incomes, as calculated pursuant to 24 C.F.R. 92.203, qualify for assistance under the HOME Program, including without limitation pursuant to 24 C.F.R. 92.254.

5. CHDO will provide five (5) low-income (80% area median income and below), qualified buyers with homebuyer education, down payment assistance, general construction services and long-term flexible financing.

6. CHDO will target 5 families within 80% and below of the median income.

7. All work will be performed in essentially the manner proposed in the CHDO Proposal.

8. CHDO's services with respect to the Project include, without limitation, satisfaction of all CHDO obligations under this Agreement, including without limitation those set forth in Sections III, IV, V, VIII and IX hereof.

B. PROJECT SCHEDULE

1. CHDO agrees to complete the Project, as required by this Agreement, in accordance with the timetable set forth below:

Activity	Deadline
Environmental Review	September, 2014
Acquisition	September, 2014
Securing/Packaging Project Financing	July, 2014
Securing Pre-qualified Prospective Buyers	July, 2014
Homeownership Counseling	December, 2014
Construction Specifications and Cost Estimates	July, 2014
Construction Bids	August, 2014
Anticipated Draws	October, 2014
Construction Start	October, 2014
End Construction	August, 2015
Sign Sales Contract	August, 2014
Sale/Loan Closing	August, 2015

2. Without limiting the generality of Section XII.B, CHDO acknowledges and agrees that compliance with the schedule set forth in Section II.B.1, including timely completion of the work specified in this Agreement in order to complete units on the specified schedule, is an integral and essential part of CHDO's performance. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of Federal funds if such deadlines are not met. By the acceptance and execution of this Agreement, it is understood and agreed by CHDO that the Project will be completed as expeditiously as possible and that CHDO will make every effort to ensure that the Project will proceed

and will not be delayed. Failure to meet these deadlines can result in cancellation of this Agreement and the revocation of the HOME funds.

3. CHDO shall include appropriate provisions to be inserted into all contracts or subcontracts related to the Project to ensure the Project will be completed according to the schedule set forth in Section II.B.1.

4. In the event CHDO is unable to meet the above schedule because of delays resulting from acts of God, untimely review and approval by County and other governmental authorities having jurisdiction over the Project, or other delays that are not caused by CHDO, County shall grant a reasonable extension of time for completion of the work. It shall be CHDO's responsibility to notify County promptly in writing whenever a delay is anticipated or experienced and to inform County of all facts and details related to the delay.

C. PROJECT BUDGET

1. County will make HOME Funds available to CHDO in the amount of set forth in Section II.A.1 for the implementation of the Project, subject to the terms and conditions of this Agreement. In addition, CHDO will leverage $ 185,147.00 in public and private financing for below-market mortgages for completion of the Project. Such funds will be allocated as follows:

	HOME Funds	Leverage Funds	Total Cost
Pre-Development	$	$	$
Acquisition	$	$ 67,500.00	$ 67,500.00
Construction	$ 247,429.90	$ 27,500.00	$ 274,929.90
Developer's Fee	$ 40,000.00	$	$ 40,000.00
Hard Costs	$	$	$
Soft Costs	$ 10,000.00	$ 90,147.00	$ 100,147.00

2. CHDO shall promptly provide a specific working budget to County incorporating and supplementing the information set forth in Section II.C.1, and identifying all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line items.

SECTION III

CHDO'S WARRANTIES, REPRESENTATIONS AND OBLIGATIONS

The project shall be administered in accordance with, and CHDO shall comply with, the Act, including implementing federal regulations contained in 24 CFR Part 92; the CHDO Policies Manual and the CHDO Proposal. CHDO shall also perform all activities in accordance with the terms of Project Description (Section II.A), Project Schedule (Section II.B), Project Budget (Section I.C), Certifications ("Exhibit A"); and all other statements made by CHDO in its CHDO Proposal for the project funded under this Agreement; and with all other terms, provisions, and requirements set forth in this Agreement.

A. AFFORDABILITY

The County will enforce the Recapture Policy as defined in Section IV.E of the CHDO Policies Manual in order to address the continued affordability of housing units acquired with HOME funds.

1. CHDO shall utilize the following documents:

    a. Homebuyer Assistance Contract,
    b. First and Second Lien Deeds of Trust,
    c. First and Second Lien Real Estate Notes, and
    d. Right of First Refusal Agreement,

    each in form satisfactory to County and based on the County forms, to address key recapture provisions such as affordability period, principal residency and transfer of title to property. All documents between the CHDO and the home buyer shall provide that the CHDO's rights transfer to County in the event the CHDO ceases operating as a CHDO under the HOME Program, merges with another entity (without the prior written consent of the County to continue this Agreement with such merged entity), terminates, dissolves, liquidates or its existence as an entity is otherwise forfeited. CHDO shall cause the Deeds of Trust and the Right of First Refusal Agreement to be promptly recorded in the real property records of the Hidalgo County Clerk and promptly return the original, recorded document to County. County shall also be given the original of any other agreement to which it is a party.

2. CHDO shall conduct principal residency verifications on Units throughout the duration of the affordability period.

3. CHDO shall utilize the HOME-Assisted Unit Tracking Report as a tracking mechanism for principal residency.

4. CHDO shall ensure that all or a portion of HOME funds are recouped should the unit cease to be the home owner's principal residence, dependant upon the type of loan the home owner has received. The CHDO must, to the extent allowed by applicable law, require the home owner repay the entire HOME funds as follows:

    a. If given a forgivable loan, the County will require that the entire HOME funds are returned.

    b. If the loan is amortized, the home owner will be liable to return the total HOME funds minus any HOME principle payments paid to date.

    All such funds shall be paid to the County.

5. CHDO shall ensure fulfillment of the *"Owner Investment Returned First"* recapture option by allowing the home owner to recover their full investment (the home owner's original downpayment plus principal payments the home owner made on the loan) from net proceeds in the event that there is a voluntary or involuntary transfer of title.

6. CHDO understands that it is the CHDO's obligation to ensure the County is paid the total amount of all funds that are to be recaptured.

7. CHDO shall have the *"right of first refusal"* to repurchase the property in case of voluntary or involuntary transfer of title, and shall use the Right of First Refusal Agreement, in form satisfactory to County and based on the County form, with all home owner's receiving assistance pursuant to the Program in order to secure such right.

8. CHDO shall not allow a loan payoff by the client before the affordability period is over and will only accept such transaction, which will be handled on a case by case basis, if there is an involuntary transfer of title.

9. CHDO shall clearly explain all affordability requirements as listed under this Section III.A.1-8 at loan closing and obtain an affidavit signed by the home buyer as evidence of the home buyer's understanding of and commitment to these obligations.

10. Unless otherwise specified in writing by County, County will take a lien on real property purchased by the CHDO for home ownership projects and/or liens on individual home buyer's property to secure the County's investment during the Affordability Period, which lien will be released following the end of the affordability period. CHDO shall not acquire any real property with funds obtained pursuant to this Agreement or subsequently transfer any such property to a home buyer without confirming whether the County will place a lien on the real property and, if so, executing and recording the appropriate lien documentation.

11. CHDO agrees that the County has the right to enforce the terms of this Agreement and the Transaction Documents to the maximum extent allowed by law.

B. LEGAL AUTHORITY

1. CHDO represents and warrants that CHDO possesses the legal authority to enter into this Agreement, to receive HOME Funds authorized by this Agreement, and to perform the services CHDO has obligated itself to perform hereunder.

2. Each person signing and executing this Agreement on behalf of CHDO, or representing themselves as signing and executing this Agreement on behalf of CHDO, does hereby represent, warrant and guarantee that such persons have been duly authorized by CHDO to execute this Agreement on behalf of CHDO and to validly and legally bind CHDO to all terms, performances, and provisions herein set forth.

C. SUBCONTRACTS

1. Except for subcontracts to which the federal labor standards requirements apply, CHDO may not subcontract for performances described in this Agreement without obtaining County's prior written approval. CHDO shall only subcontract for performances described in this Agreement to which the federal labor standards requirements apply after CHDO has submitted a Subcontractor Eligibility form, as specified by County, for each such proposed subcontract, and CHDO has obtained County's prior written approval, based on the information submitted, of CHDO's intent to enter into such proposed subcontract. CHDO, in subcontracting for any performances described in this Agreement, expressly understands that in entering into such subcontracts, County is not in any manner liable to CHDO's subcontractor(s).

2. In no event shall any provision of this Section, specifically the requirement that CHDO obtain County's prior written approval of a subcontractor's eligibility, be construed as relieving CHDO of the responsibility for ensuring that the performances rendered under all subcontracts are rendered as so as to comply with all of the terms of this Agreement, as if such performances rendered were rendered by CHDO. County's approval of subcontractor's eligibility under this Section does not constitute adoption, ratification or acceptance of CHDO's or subcontractor's performance hereunder. The act of approval of subcontractor's eligibility under this Section does not waive any right of action which may exist or which may subsequently accrue to County under this Agreement. County retains at all times the right to insist upon CHDO's full compliance with the terms of this Agreement.

3. CHDO shall comply with all applicable federal, state, and local laws, regulations, and ordinances when making procurements under this Agreement.

4. CHDO shall comply with all applicable federal, state, and local laws, regulations and ordinances for the Term of this Agreement.

D. DEBARRED CONTRACTORS

In accordance with the provisions of 24 CFR, Part 24, relating to the employment, engagement of services and awarding of contracts, CHDO shall not employ, award contract to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by HUD. In addition, County shall have the right to suspend or terminate this Agreement if CHDO is debarred, suspended, proposed for debarment, or ineligible from participating in the HOME Program.

E. HOME PROGRAM

1. CHDO acknowledges and agrees that its performance of its obligations under this Agreement must be rendered in accordance with the Act, the regulations promulgated under the Act, the assurances and certifications made to County by CHDO, and the assurances and certifications made to HUD by County with regard to the operation of

the HOME Program. Based on these considerations, and in order to ensure the legal and effective performance of this Agreement by the parties, it is agreed that performances under this Agreement are amended by the provisions of the HOME Program, any amendments thereto, and any policy directives that may be issued by HUD that serve to establish, interpret or clarify performance requirements.

2. It is understood that CHDO has certified that it is and will maintain Community Housing Development Organization status for the Term of the Agreement in accordance with 24 CFR 92. CHDO agrees to provide information as may be requested by County to document its continued compliance, including but not limited to an annual board rooster and certification of continued compliance.

3. All funds CHDO retains as CHDO Proceeds from this Project shall be used in compliance with 24 CFR 92.300(a)(2).

F. INSURANCE

1. Requirements. CHDO shall have in force throughout the term of this Agreement insurance coverage consistent with the requirements in Exhibit B. A certificate to that effect will be provided to County at least ten (10) days prior to start of construction.

2. Notice to the County. CHDO shall require its insurance policies to provide that the HOME Manager of County or such other person designated by County in writing shall be given thirty (30) days advance notice by the insurer prior to cancellation, nonrenewal, or material change of the insurance policies required by this Section III.F. The insurer shall be subject to approval by the County.

3. Compliance. Failure to maintain required insurance will be cause for the County to take control of the Units and will cancel any claim that CHDO may have to the use of the Units. CHDO shall provide County with certificates of insurance reflecting all coverages required in Exhibit B, and shall, upon request of County, promptly provide County with copies of the insurance policies.

4. Right to Re-evaluate and Adjust Limits. The County shall retain the right to reevaluate the insurance requirements and adjust the coverage limits upon thirty (30) days written notice. Insurance coverage limits shall be adjusted no more frequently than once a year.

G. SPONSORSHIP

CHDO agrees to acknowledge the sponsorship of the County at any event promoting the project or any other project sponsor. As such, CHDO shall give credit to County as the project-funding source in all presentations, written documents, publicity and advertisements regarding the development.

H. LITIGATION AND CLAIMS

CHDO shall give County immediate notice of any Action, including any proceeding before an administrative agency filed against CHDO in connection with this Agreement or the HOME program and any claim against CHDO, the cost and expense of which CHDO believes it may be entitled to be reimbursed by County. Except as otherwise directed by County, CHDO shall furnish immediately to County copies of all pertinent papers received by CHDO with respect to such Action or other claim.

SECTION IV

DISBURSEMENTS

A. RELEASE OF FUNDS

1. County shall not release any funds for any costs incurred by CHDO under this Agreement until County has received certification (in the form attached hereto as "Exhibit C") from CHDO that its fiscal control and fund accounting procedures are adequate to assure the proper disbursal of and accounting for funds provided under this Agreement. CHDO understands and agrees that by the execution of this Agreement County shall assume the responsibilities for environmental review, decision making, and other actions in accordance with and to the extent specified in 24 CFR 92.352 and 24 CFR, Part 58. However, if CHDO has staff experience and/or means to perform the environmental review, CHDO may request in writing, from County, approval to perform such review.

2. Payments to CHDO hereunder consist of (a) reimbursement for actual expenses incurred or paid and (b) developer's fees.

B. REQUESTS FOR REIMBURSEMENT AND DEVELOPER'S FEES

County will provide funds under this Agreement in accordance with the requirements of 24 CFR 92.502. CHDO may not request reimbursement of funds under this Agreement until funds are needed for payment of eligible costs and in accordance with 24 CFR 92.206-208 and CHDO Policies Manual Section III. It is expressly understood and agreed by the parties hereto that payments under this Agreement are contingent upon CHDO's full and satisfactory performance of its obligations under this Agreement. County reserves the right to recapture unexpended funds provided under this Agreement in the event County determines that CHDO will be unable to expend funds within the prescribed time as determined by County. County shall not be liable to CHDO for any costs incurred or performance rendered by CHDO before commencement or after termination of this Agreement.

1. Request for Reimbursement Submittals. The requests for reimbursement shall include an invoice and other supporting documentation for expenses incurred along with the County Request for Reimbursement cover sheet. For the purpose of expedience and in order to ensure that requests for reimbursement are processed the week that they are

delivered to the County, completed requests must be submitted no later than 12 noon on Tuesday of that week. Any request (or supporting documentation) received after the cut-off may be held for processing until the following week. Funds will be disbursed within thirty (30) days provided all required supporting documentation has been submitted. All such expenses shall be in conformance with 24 C.F.R. 92.206 and applicable HUD disbursement requirements.

2. Inspections. When a request is submitted indicating that a unit is at 50% and/or 100% complete, County will perform an inspection on the unit in order to confirm the applicable completion threshold needed to process the payment. County will also accept as confirmation a Certificate of Occupancy or inspection report from a certified inspector indicating the completion threshold. Payment will not be made unless the applicable completion threshold is confirmed as provided herein.

3. Developer's Fees. When applicable, the County will allow for the payment of developer's fees in order to ensure completion of specific project milestones. This fee will only be payable if it has been negotiated and agreed in writing between the County and the CHDO prior to acquisition of the property on which the CHDO will construct the unit. With respect to any unit, progress payments of developer's fees will not exceed the cumulative maximum percentages of total developer's fees listed below. The request for payment must include appropriate documentation that justifies the payment for services rendered and will be paid according to the following schedule:

Milestone	Documentation	Max. Cumulative Developer's Fee %
Acquisition Closing	Settlement Statement	25%
50% Construction Complete	50% Passed - Inspection Report	50%
100% Construction Complete	100% Passed – Inspection Report/ Certificate of Occupancy	75%
Home Buyer Loan Closing	Settlement Statement and Final Property Development Budget	100%

If multiple projects or units are involved, and the parties have so agreed in writing, the developer's fee may be pro-rated to each building or project, and the applicable percentage may be applied to each.

4. Prohibition Against Payments of Bonuses or Commissions. The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purposes of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community

Development Acts of 1974 or 1977, or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

5. County reserves the right to inspect records and project sites to determine that reimbursement and developer fee requests are reasonable. County reserves the right to hold payment until adequate documentation has been provided to and reviewed by County.

SECTION V

REPORTING REQUIREMENTS

CHDO shall submit to County such reports on the operation and performance of this Agreement as may be required by County including but not limited to the reports specified in this Section V. In addition, CHDO shall provide County with all reports necessary for compliance with 24 CFR 92.509 and 24 CFR Part 92, Subpart L and those reports listed in the CHDO Policies Manual Section VII. In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed by the parties hereto that if CHDO fails to submit to County in a timely and satisfactory manner any report or supporting documentation required by this Agreement, County may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by CHDO hereunder. If County withholds such payments, it shall notify CHDO in writing of its decision. Payments withheld pursuant to this paragraph may be held by County until such time as the delinquent obligations for which funds are withheld are fulfilled by CHDO.

A. PRELIMINARY DOCUMENTATION

Before the CHDO is able to begin construction of a unit, a Preliminary Project Summary must be submitted to the County for project level approval. The Preliminary Project Summary will include the following documents:

1. The Estimated Project Development Budget includes all anticipated costs and funding sources for the development of the project.

2. Along with the Estimated Project Development Budget, the CHDO shall submit all documentation utilized to determine home buyer eligibility as follows:

   a. CHDO Board Approval of Home Buyer
   b. Conflict of Interest Affidavit
   c. Part 5 Income Calculation Sheet
   d. Current Check Stubs (last three consecutive months) OR Verification of Employment
   e. Self Employment Earnings Documentation (if applicable)
   f. Unemployment Letter (if applicable)
   g. Child Support Benefits Letter (if applicable)

h. Social Security and/or Disability Benefits Award Letter (if applicable)
i. Copy of Bank Statements – (Checking Account, last six consecutive months or Savings account, most recent month) OR Verification of Assets on Deposit (if applicable)
j. Recorded Divorce Decree (if applicable)
k. Identification Card (DL/SSN/BC)
l. Purchase Order Request Letter
m. Commitment Letter to Home Buyer
n. Copy of Loan Application
o. Good Faith Estimate
p. Underwriting Worksheet
q. Builder's Contract/Plans & Specs
r. Homebuyer Class Certificate

While not every item in this Section V.A.2 will be applicable to each home buyer, the CHDO must submit all documents that are applicable to the particular home buyer.

B. PROJECT DEVELOPMENT

County will track the development of each individual project by assessing requests for reimbursements, processing of developer's fees payments and inspections. CHDO shall promptly provide all documentation required by County hereunder.

C. FINAL DOCUMENTATION

Once construction of the unit is complete, CHDO shall provide County with the Final Project Summary, which will include the following:

1. The Final Project Development Budget, including actual costs and funding sources for the completion of the project. This worksheet will identify the total direct and development subsidies, which will allow for the calculation of the project's affordability period.

2. The CHDO Proceeds Calculation form.

3. Home Buyer Information, including information pertaining to household size, income levels, racial characteristics, and the presence of female headed households in order to determine low and moderate-income benefit.

4. Home Buyer Closing Documents. Once the sale of the unit has occurred, CHDO shall submit final closing documents, including the following:

    a. Homebuyer Assistance Contract
    b. Final Appraisal Report
    c. Copy of Recorded 1st and 2nd Lien Deeds of Trust
    d. Copy of 1st and 2nd Lien Real Estate Note

e. Copy of Settlement Statement
f. Copy of Truth-in-Lending Disclosure
g. Final 100% Inspection Report OR Certificate of Occupancy
h. Copy of Home Owner's Insurance
i. Copy of Recorded Right of First Refusal Agreement
j. Any other documents required by County

D. ANNUAL REPORTS

Assisted Unit Tracking Report. CHDO shall submit the Assisted Unit Tracking Report to the County no later than fifteen (15) calendar days past the County fiscal year ending date (June 30th). This report is comprised of the following two sections listing all County funded units that are within their specified affordability period and have generated or are currently generating CHDO proceeds.

1. Affordability and Principle Residency. This section of the report will provide detailed information regarding unit occupancy for the purpose of tracking affordability and principle residency compliance.

2. CHDO Proceeds. This section of the report will include unit proceeds origination, amount and utilization type (rehab., acquisition, construction, etc.).

E. CHDO PROCEEDS

The HOME Final Rule, 24 CFR 92.300(a)(2), allows County the option of permitting CHDOs to retain any "proceeds" resulting from the CHDO's investment of its CHDO set-aside funds or requiring the CHDO to return these proceeds to the participating jurisdiction – which will be categorized as program income. CHDO Proceeds include, but are not limited to, the permanent financing of a CHDO project which is used to pay off a CHDO financed construction loan; the sale of CHDO developed homeownership housing; the principal and interest payments from a loan to a buyer of CHDO developed homeownership housing. All CHDO Proceeds shall be retained by the CHDO; such CHDO Proceeds, however, must be re-invested by CHDO and applied towards housing activities for low and moderate income individuals and families including, but not limited to, acquisition, construction and rehabilitation of home ownership projects in accordance with the Act and applicable regulations. The CHDO shall submit CHDO Proceeds reports as described within Sections V.C.2 & V.D.2.

SECTION VI

COUNTY'S OBLIGATIONS

1. In consideration of full and satisfactory performance of CHDO's obligations pursuant to this Agreement, including without limitation the activities referred to in Section II.A., County shall make payment under the grant for the actual and reasonable costs

incurred by CHDO during the Term of the Agreement rendered under this Agreement by CHDO, subject to the limitations set forth in this Section VI.

a. It is expressly understood and agreed by the parties hereto that County's obligations under this Section VI are contingent upon the actual receipt of adequate federal funds to meet County's liabilities under this Agreement. If such adequate funds are not available to make all payments under this Agreement, County shall notify CHDO in writing within a reasonable time after such fact is determined, and County may then terminate this Agreement and will not be liable for failure to make payments to CHDO under this Agreement.

b. County shall not be liable to grant CHDO money for any costs incurred by CHDO, or any portion thereof, which have been paid to CHDO or is subject to payment to CHDO, or has been reimbursed to CHDO or is subject to reimbursement to CHDO by any source other than County.

c. County shall not be liable to grant CHDO money for any costs incurred by CHDO which are not allowed costs, as set forth in 24 CFR 92.206, the CHDO Policies Manual or pursuant to this Agreement. Funds provided under this Agreement may not be used for payment of prohibited activities as defined in 24 CFR 92.214.

d. County shall not be liable to grant CHDO money for any costs incurred by CHDO or for any performances rendered by CHDO which are not strictly in accordance with the terms of this Agreement.

e. County shall not be liable to grant CHDO money for any costs incurred or performances rendered by CHDO before commencement of this Agreement or after termination of this Agreement.

f. County shall not be liable to grant CHDO money for any costs incurred by CHDO for any unit that exceeds the per-unit subsidy dollar limitation established under Section 221(d)(3) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)).

2. Notwithstanding any other provision of this Agreement, the total of all payments and other obligations incurred by County under this Agreement shall not exceed the sum of $ 297,429.90.

SECTION VII

PRICE ADJUSTMENTS

A. PROCEDURE FOR REQUESTING PRICE ADJUSTMENTS

In the event CHDO desires a price adjustment during a period of national crisis and unstable economic conditions, which lead to unforeseen price increases elevating costs of goods and

services contracted on an annual basis, the following procedure will be used to mediate price volatility:

1. CHDO may request price adjustments for contracts entered into by CHDO and a supplier in connection with the Project, by providing a written request to the County's Purchasing Agent. Such written request must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document, and be accompanied by a certified copy of the supplier's advisory or notification to CHDO of the price changes.

2. CHDO must, at its sole cost and expense, include the County's Purchasing Agent on the mailing lists for publications that support the CHDO's request for the price adjustment so that the Purchasing Agent can monitor the price changes.

3. In making a determination on a request for price adjustment, the County's Purchasing Agent may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract. The County's Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of County.

4. No price increase will be authorized in excess of the amount of the increase referred to in the supplier's notice to CHDO and the total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

5. County may only grant a price increase if the evidence presented is deemed reliable by County, in County's sole discretion. In the event County allows a price increase, the approved price change shall be honored for all orders received by CHDO or the supplier after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at the time of the price change.

B. TIME FRAME FOR ADJUSTED PRICE INCREASES

Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless CHDO notifies County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the CHDO is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County's Purchasing Agent shall have sole discretion whether to grant the price increase extension. The County shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to CHDO at any time upon written notice from County to CHDO demonstrating justification for such reduction, elimination or extension of the price adjustment.

C. ALLOWABLE REVIEW PERIODS

Price adjustment reviews may only be requested by CHDO on a quarterly basis. However, County may, at its own discretion, conduct temporary price adjustment reviews at any time. The County's Purchasing Agent and/or the County's Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice to CHDO and during normal business hours.

D. PRICE REDUCTION

CHDO shall notify County at the time when the CHDO's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this Agreement shall be reduced accordingly. Failure by the CHDO to notify the County of a decrease in costs for items and/or supplies for which the CHDO was granted a price adjustment, may result in immediate termination of this Agreement and County shall not be obligated to pay CHDO the difference between the contract price and the price adjustment.

SECTION VIII

RECORDS, MONITORING AND AUDITING

A. RETENTION AND ACCESSIBILITY OF RECORDS

1. CHDO shall maintain records of the receipt, accrual, and disposition of all CHDO Proceeds as required for all funds under this Agreement.

2. CHDO must establish and maintain those records listed under 24 CFR 92.508 and other records as may be determined by County.

3. CHDO shall give the County, the Comptroller of the United States, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by CHDO pertaining to this Agreement. Such right to access shall continue as long as the records are retained by CHDO. CHDO agrees to maintain such records in an accessible location.

4. All records pertinent to this Agreement shall be retained by CHDO for five years following affordability period, completion of construction or of submission of the final closeout reports, whichever is later, with the following exceptions:

   a. If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

b. Records relating to real property acquisition shall be retained for the period of affordability required under 24 CFR 92.254 or 24 CFR 92.252 as applicable, plus five years.

c. Records covering displacement and acquisitions must be retained for at least five years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 CFR 92.353.

5. CHDO must provide citizens, public agencies, and other interested parties with reasonable access to records consistent with the Texas Public Information Act, TEXAS GOVERNMENT CODE, Chapter 552.

6. CHDO shall include the substance of Section VIII.A.2-5 in all subcontracts.

B. MONITORING

The County reserves the right to carry out field inspections to ensure compliance with the requirements of this Agreement. CHDO shall attend a preconstruction meeting prior to first construction draw. After each monitoring visit, County shall provide CHDO with a written report of the monitor's finding. If the monitoring reports note deficiencies in CHDO's performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by CHDO. Failure by CHDO to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X.A & X.B of this Agreement.

C. AUDITING

1. Unless otherwise directed by County, CHDO shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Agreement, subject of the following conditions and limitations:

   a. CHDO shall have an audit and/or financial statement made in accordance with 24 CFR 92.506, 24 CFR Part 85.26 or OMB Circular A-133 and the CHDO Policies Manual for any of its fiscal years included within the term of this Agreement in which CHDO receives more than $500,000 in federal financial assistance provided by a federal agency in the form of grants, agreements, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but federal financial assistance does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of state and local government.

   b. At the option of CHDO, each audit required by this section may cover either CHDO's entire operations or each department, agency, or establishment of CHDO which received, expended or otherwise administered federal funds.

c. CHDO may utilize funds budgeted under this Agreement to pay for that portion of the cost of such audit services properly allocable to the activities funded by County under this Agreement, provided, however, that County shall not make payment for the cost of such audit services until County has received such audit report from CHDO.

d. Unless otherwise specifically authorized by County in writing, CHDO shall submit the report of such audit to County within thirty (30) days after completion of the audit, but no later than one (1) year after the end of each federal fiscal period included within the tem of this Agreement. Audits performed during this Agreement period are subject to review and resolution by County or its authorized representative.

e. As part of its audit, CHDO shall verify expenditures made according to Section II.C.

2. County reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Agreement. CHDO agrees to permit County or its authorized representative to audit CHDO's records and to obtain any documents, materials, or information necessary to facilitate such audit. CHDO shall provide an annual audit to County of funds received in performance of this Agreement.

3. CHDO understands and agrees that it shall be liable to County for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Agreement, which includes audits by County and by HUD. CHDO further understands and agrees that reimbursement to County of such disallowed costs shall be paid by CHDO from funds which were not provided or otherwise made available to CHDO under this Agreement.

4. CHDO shall take necessary action to facilitate the performance of such audit or audits conducted pursuant to this Section VIII.C as County may require of CHDO.

5. All approved HOME audit reports shall be made available for public inspection within 30 days after completion of the audit.

SECTION IX

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAW

CHDO agrees, covenants and warrants that CHDO will comply with all applicable federal, state and local laws, ordinances, codes, rules, regulations relating to this Agreement and the Project ("Applicable Laws"), including, but not limited to, the Act, 24 C.F.R. Part 92, and any other Applicable Laws referenced in this Agreement and this Section IX.

A. FAITH-BASED ACTIVITIES

In the event that CHDO can be considered a religious or faith-based organization, CHDO shall comply with the provisions of 24 C.F.R. 92.257.

B. FAIR HOUSING

CHDO shall administer the HOME Funds in a manner that provides housing that is suitable from the standpoint of facilitating and furthering full compliance with the applicable provisions of title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d—2000d-4), the Fair Housing Act (42 U.S.C. 3601 *et seq.*, E.O. 11063 (3 C.F.R., 1959-1963 Comp., p. 652), Age Discrimination Act of 1975, as amended (42 U.S.C. 6101—6107), 24 C.F.R. 5.105(a), and HUD regulations issued pursuant thereto; and that promotes greater choice of housing opportunities.

C. NON-DISCRIMINATION

In the selection of occupants for Units, CHDO shall comply with all non-discrimination requirements of 24 C.F.R. 92.350.

D. ACCESSIBILITY FOR PERSONS WITH DISABILITIES

CHDO shall comply with the Uniform Federal Accessibility Standards set forth in 24 C.F.R., Part 40, Appendix A. Section 504 of the Rehabilitation Act of 1973 (prohibits discrimination based on physical handicap) (Pub.L. 93-112), as amended, and implementing regulations when published for effect.

E. AFFIRMATIVE MARKETING

1. CHDO shall adopt and submit for County's approval, no later than thirty (30) days following the Effective Date of this Agreement affirmative marketing procedures and requirements for the purpose of providing information and otherwise attracting eligible persons in the housing market area to the Units without regard to race, color, national origin, sex, religion, familial status or disability. Such affirmative marketing procedures and requirements must comply with 24 C.F.R. 92.351 and must include:

    a. methods the CHDO will use for informing the public and potential home buyers about Federal fair housing laws and the County's and CHDO's affirmative marketing policy.

    b. CHDO's advertisement of any vacant Units, any press releases and any written communications to fair housing and other groups, must include the Equal Housing Opportunity logotype or slogan. Advertising media used by CHDO may include newspaper, radio, television, brochures, leaflets, or may involve simply a sign in a window.

c. Procedures to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing without special outreach, which procedure may include use by CHDO of community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.

d. Records to be kept by CHDO describing the actions taken by CHDO to affirmatively market the Units in accordance with this Section IX.E. and records to assess the results of these actions.

e. CHDO maintaining a file containing all marketing efforts, including, but not limited to, copies of newspaper ads, memos of phone calls, copies of letters and all records pursuant to Section IX.E.1.d., all of which will be available for inspection by County. CHDO acknowledges County will inspect the records at least annually.

f. CHDO maintaining a listing of all home buyers residing in each Unit for five (5) years after the Project completion date or for such longer period as is provided herein.

g. A description of how CHDO will annually assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing procedures and requirements are not met.

2. CHDO shall comply with the affirmative marketing procedures and requirements adopted pursuant to 24 C.F.R. 92.351 and Section IX.E.1. County will assess the CHDO's efforts during marketing of the Units by use of (i) compliance certifications to be provided by CHDO to County at least annually, such certifications to be in the form and substance required by County; and (ii) monitoring visits by County to the Project at least annually. In the event CHDO fails to follow the affirmative marketing procedures and requirements, corrective actions by County shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions as County may deem necessary, in County's sole discretion.

F. EQUAL EMPLOYMENT OPPORTUNITY

1. CHDO shall comply with Executive Order 11246, which provides that there shall be no discrimination in employment under federally assisted construction. In providing the work and services herein specified, CHDO shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. CHDO shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CHDO shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the federal government or the County setting forth the provisions of this nondiscrimination

clause. Such notices shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. CHDO shall incorporate the foregoing requirements in all of its contracts for the Project, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for the Project.

2. CHDO will send to each labor union or representative of workers with which CHDO has a collective bargaining agreement or other contract or understanding, a notice to be provided by County, advising the labor union or worker's representative of the CHDO's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3. CHDO will, in all solicitations or advertisements for employees placed by or on behalf of CHDO, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

4. CHDO will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. CHDO will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

6. In the event CHDO is found to be in noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the CHDO may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.

7. CHDO will include the provisions of Sections IX.F.1 through IX.F.6 in every contract, subcontract or purchase order relating to the Project, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each contractor, subcontractor or vendor. CHDO will take such action with respect to any contract, subcontract or purchase order as County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the CHDO becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by County, CHDO may request the United States to enter into such litigation to protect the interest of the United States.

G. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

CHDO shall comply with the requirements relating to minority and women's business enterprises set forth in Executive Order No. 11625 of October 13, 1971, 36 Fed. Reg. 1967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; and Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg. 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 23637. CHDO shall collect data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of $25,000 or more paid, or to be paid, with HOME Funds. This data should indicate which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of recipient's affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special out-reach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the award of any contract or subcontract solely or in part on the basis of race or gender.

H. LABOR, TRAINING AND BUSINESS OPPORTUNITY

CHDO shall comply with Federal regulations governing training, employment and business opportunities as follows:

1. It is agreed that the work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the area of the project.

2. CHDO will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD and set forth in 24 Code of Federal Regulations and all applicable rules and orders of HUD issued thereunder and any and all applicable amendments thereto made prior to the Effective Date of this Agreement or during the Term of this Agreement. CHDO certifies that CHDO is under no contractual or other disability which would prevent CHDO from complying with these requirements.

3. CHDO will send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advertising to the said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4. CHDO will include the provisions of this Section IX.H in every contact and subcontract for work in connection with the Project and will take appropriate action pursuant to the contract or subcontract upon a finding that the contractor or subcontractor is in violation of regulations issued by the Secretary of HUD, in 24 Code of Federal Regulations. CHDO will not contract or subcontract with any contractor or subcontractor where CHDO has notice or knowledge that such contractor or subcontractor has been found in violation of regulations under 24 Code of Federal Regulations and will not let any contract or subcontract unless the contractor or subcontractor has first provided CHDO with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

5. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations, and all applicable rules and orders of HUD issued thereunder prior to the execution of the contract or subcontract shall be a condition of the federal financial assistance provided to the Project, and a continuing condition binding upon CHDO for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject CHDO, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations and any and all applicable amendments thereto.

I. DAVIS BACON AND RELATED ACTS

CHDO shall ensure that any contract for construction of housing that includes 12 or more dwelling Units will contain a provision requiring the payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C.§276A-5) to all laborers and mechanics employed in the development of any part of the housing and contracts involving their employment shall be subject to the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C.§§327-333) and applicable regulations. Construction contractors and subcontractors, must comply with regulations issued under these acts and with other federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable.

J. CONFLICT OF INTEREST

No officer, employee, or agent of CHDO who exercises any functions or responsibilities with respect to the HOME Program or to the services and work to be performed by CHDO pursuant to this Agreement, during such officer's, employee's, or agent's tenure or for one (1) year thereafter, shall have any personal or financial interest or benefit, direct or indirect, in this Agreement or the proceeds thereof. CHDO shall incorporate or cause to be incorporated in every contract required to be in writing a provision prohibiting such interest pursuant to the purposes of this Section IX.J. Exceptions to the provision are allowed; provided, however, they must meet the requirements of 24 CFR Part 92.356(d).

K. FLOOD DISASTER PROTECTION

1. Notwithstanding any other provision of this Agreement, CHDO shall comply with the Flood Disaster Protection Act of 1973, as amended (P.L. 93-234), and the standards issued thereto. No portion of the HOME Funds granted to CHDO pursuant to this Agreement shall be used for acquisition or construction purposes as defined under Section 3(a) of said act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in an area not in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said act; and the use of any of HOME Funds for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said act.

2. Any contract or Agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001, et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973, as amended. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

M. ENVIRONMENTAL REQUIREMENTS

1. CHDO shall comply with all applicable environmental laws and regulations in fulfilling its obligations hereunder.

2. Notwithstanding any provisions of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from HUD under 24CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the County's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

3. CHDO will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance, and understands that the violation of this provision may result in the denial of any funds under the Agreement.

N. SITE AND NEIGHBORHOOD STANDARDS

In accordance with 24 CFR 92.251, housing that is newly constructed with HOME funds must meet all applicable local codes, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet the current edition of the, Model Energy Code published by the Council of American Building Officials. CHDO must assure that unit design specifications and necessary inspections of each unit are conducted to meet compliance requirements. File documentation must demonstrate compliance.

O. LEAD-BASED PAINT HAZARDS

Assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations at 24 CFR Part 35, hereby incorporated and made a part of this Agreement by reference. Any funding commitments made by County or CHDO shall be made subject to the provisions for the elimination of lead-based paint hazards under subpart B of said regulations.

P. RELOCATION, DISPLACEMENT AND ACQUISITIONS

CHDO must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this Agreement. CHDO must comply with the applicable provisions of 24 CFR 92.353.

Q. COST PRINCIPLES

CHDO must comply with applicable regulations under OMB Circular No. A-122 and the following requirements of 24 C.F.R. Part 84: §§ 84.2, 84.5, 84.13 through 84.16, 84.26 through 84.28, 84.30, 84.31, 84.34 through 84.37, 84.40 through 84.48, 84.51, 84.60 through 84.62, 84.72, and 84.73 pursuant to 24 C.F.R. 92.505(b).

R. POLITICAL ACTIVITY

1. CHDO shall comply with the applicable provisions of the Political Reform Act of 1974, as amended, relating to conflicts of interest (codified at Texas Government Code Section 87000, *et seq.*). CHDO will promptly advise County of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

2. No portion of the HOME Funds provided to CHDO under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services, or for the employment or assignment of personnel in a manner supporting or resulting in the identification of programs conducted pursuant to this Agreement with the following: (1) any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office; (2) any activity

to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or (3) any voter registration activity.

3. Participants employed in the administration of County's programs funded by HOME or other Federal funding, and participants whose principal employment is in connection with an activity financed by HOME or other Federal funding or resultant proceeds are subject to limitation on political activities under the Hatch Act (U.S.C. 1502(a), 18 U.S.C. 595). All participants may take part in nonpartisan activities outside working hours.

4. No portion of the HOME Funds provided to CHDO under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the United States Congress.

S. MISCELLANEOUS

1. CHDO shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

2. CHDO shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented by applicable regulations (29 CFR Part 3), as amended. CHDO shall include the requirement the to comply with such provisions in every nonexempt subcontract and shall enforce the requirements as may be required by federal, state or local government.

SECTION X

SUSPENSION AND TERMINATION OF THIS AGREEMENT

A. SUSPENSION AND TERMINATION DUE TO DEFAULT

In the event CHDO fails to materially comply with any terms, covenants or provisions of this Agreement (a "Default"), County may, pursuant to 24 CFR 85.43 and this Section X.A, suspend this Agreement and withhold the award of HOME Funds to CHDO, by providing CHDO with written notice of such suspension (the "Suspension Notice"), until CHDO remedies such Default within the time and in the manner set forth in the Suspension Notice.

B. TERMINATION DUE TO DEFAULT

If a Default occurs or if CHDO fails to remedy a Default within the time and in the manner set forth in the Suspension Notice, County may, pursuant to 24 CFR 85.43 and this Section X.B, terminate this Agreement, by providing CHDO with written notice of such termination (the "Termination Notice"). The Termination Notice shall set forth the effective date of the

termination of this Agreement, such date to be at least thirty (30) days following the date of Termination Notice.

C. TERMINATION FOR CONVENIENCE

Pursuant to 24 C.F.R. 85.44, this Agreement may be terminated by mutual agreement of County and CHDO, in which event the parties will mutually agree on the effective date of the termination of this Agreement.

D. REVERSION OF ASSETS

Upon termination of this Agreement pursuant to Sections X.B or X.C hereof, or, with respect to Section X.D.3, at the expiration of the Term of this Agreement:

1. all HOME Funds awarded by County pursuant to this Agreement shall be immediately revoked and any approvals by County related to the Project shall immediately be deemed revoked and canceled;

2. CHDO shall be entitled to receive compensation for services provided, and costs incurred, prior to the effective termination date of this Agreement (the "Termination Date"), but not on or after the Termination Date; and

3. all HOME Funds remaining in CHDO's possession as of Termination Date and all accounts receivable payable to CHDO attributable to the use of HOME Funds awarded to CHDO pursuant to his Agreement and attributed to periods following the Termination Date shall be delivered by CHDO to County within seven (7) business days following the Termination Date.

E. ADDITIONAL REMEDIES

In the event the County determines CHDO is in Default, County may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by CHDO (or any contractor or subcontractor) or take more severe enforcement action against CHDO;

2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

3. Wholly or partly suspend or terminate the current Agreement for CHDO;

4. Withhold further HOME Funds from the CHDO, or

5. Take other remedies that may be legally available.

SECTION XI

RELEASE AND INDEMNIFICATION

A. RELEASE

CHDO hereby releases County and County's elected officials, officers, employees, agents, servants and representatives and their respective heirs, successors and assigns from all claims and liabilities arising out of, resulting from, or relating to the Project, this Agreement or any other Transaction Document.

B. INDEMNIFICATION

CHDO shall indemnify, defend and save and hold County and County's elected officials, officers, employees, agents, servants and representatives and their respective heirs, successors and assigns (collectively, the "County Indemnitees"), harmless against, and shall reimburse the County Indemnitees for, any damages, liabilities, losses, awards, judgments, assessments, fines, sanctions, penalties, charges, costs, and reasonable attorneys' fees (collectively, "Losses") incurred in connection with any claim, dispute, governmental investigation, inquiry, citation, suit, action, arbitration, legal, administrative or other proceeding of any nature, criminal or civil, at law or in equity (collectively, "Action"), arising out of, resulting from, or relating to, (i) any breach of any representation or warranty of CHDO contained in this Agreement or any other Transaction Document; (ii) any breach or default in the performance of any covenant or agreement of CHDO contained in this Agreement or any other Transaction Document; and (iii) any Action related to the Project, including, but not limited to, the construction, design, development and occupancy of the Project. Notwithstanding anything herein to the contrary, CHDO shall not be obligated to indemnify the County Indemnitees for any losses incurring in connection with any Action arising out of, resulting from, or relating to the gross negligence or intentional misconduct of County Indemnitees.

C. PROCEDURE

Promptly after CHDO receives notice of any Action that is subject to indemnification under this Section XI, CHDO shall give the County written notice of such Action and the details thereof, including copies of all relevant information and documents and, if then known, the amount or method of computation of the amount of Losses relating to the Action. The County Indemnitees will be entitled, at the sole expense and liability of CHDO, to exercise full control of the defense, compromise or settlement of any such Action.

SECTION XII

MISCELLANEOUS PROVISIONS

A. NOTICE

Any notice from one party to the other must be in writing and shall be sufficiently given or made if hand delivered against a written receipt, forwarded by a reputable overnight courier or mailed by United States mail, postage prepaid, by certified mail, return receipt requested, and addressed:

If to CHDO: Proyecto Azteca
Attn: Ann W. Cass, Executive Director
P.O. Box 27
San Juan TX 78589

If to County: County of Hidalgo
Urban County Program
Attention: Diana R. Serna, Director
427 E. Duranta Ave, Suite 107
Alamo TX 78516

Any notice forwarded by an overnight courier shall be deemed to have been given on the next business day following the day on which it was forwarded. Any notice mailed shall be deemed to have been given on the third business day following the day on which it was mailed. Either of the parties hereto may at any time give notice in writing to the other of any change of address and thereafter all notices shall be mailed to the new address.

B. TIME OF THE ESSENCE

Time is of the essence with respect to all provisions of this Agreement in which a definite time for performance is specified; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period provided for in this Agreement, if any.

C. INTEGRATION

This Agreement and the agreements and documents referred to herein (including the exhibits hereto) contain the entire agreement and understating of the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to the subject matter hereof. There are no other agreements between or among the parties other than those set forth in this Agreement and the agreements and documents referred to herein. This Agreement includes the following exhibits:

Exhibit A Certification Regarding Lobbying for Agreements, Grants, Loans and Cooperative Agreements.
Exhibit B Insurance Requirements
Exhibit C Affidavit of Standards for Financial Management
Exhibit D CHDO Proposal

D. FURTHER ASSURANCES

CHDO shall execute and deliver all documents and instruments and shall do any and all acts and things reasonably requested by County (a) in connection with the performance of the obligations undertaken by CHDO under this Agreement; (b) to perfect and evidence the transactions contemplated by this Agreement; and/or (c) otherwise to effectuate in good faith the intent of the parties and the purposes of this Agreement.

E. MODIFICATIONS AND AMENDMENTS

1. Except as provided in Section XII.E.2, this Agreement may not be amended modified or amended, in whole or in part, unless such amendment or modification is executed in writing by both parties.

2. Except as otherwise required by applicable law, any modifications or amendments to this Agreement which are required by amendments in applicable federal laws, rules, regulations (including, but not limited to, the Act and the regulations promulgated under the Act), and/or policy directives issued by HUD in connection with the HOME Program (collectively, the "Applicable Law Amendments"), are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by the Applicable Law Amendments. County or CHDO may require that written modification or amendments be made to this Agreement to reflect the Applicable Law Amendments. Notwithstanding anything herein to the contrary, the Applicable Law Amendments shall not modify or amend this Agreement so as to the release County of its obligations set forth in Section VI hereof that accrue prior to the effective date of the Applicable Law Amendments.

F. ASSIGNMENT

This Agreement and the rights, duties and obligations hereunder may not be transferred or assigned by CHDO, whether by merger, consolidation, reorganization, dissolution, operation of law or otherwise without the prior written consent of County. Any attempted transfer or assignment without the County's consent shall be void. Subject to the foregoing, this Agreement and the provisions hereof shall be binding on the parties and their respective permitted successors and permitted assigns.

G. THIRD PARTY BENEFICIARIES

This Agreement is for the sole benefit of the parties hereto, and their respective successors and permitted assigns. Except with respect to Section XI above with respect to the County

Indemnitees, nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective successors and permitted assigns.

H. RELATIONSHIP OF THE PARTIES

The relationship of the parties is that of independent contractor. The parties are not, by virtue of this Agreement or otherwise, in an employer-employee, principal-agent, joint venture or partnership relationship with each other, and each party agrees not to represent to any other persons, or to assert in any other form or forum to the contrary. Neither party is authorized to act as an agent for, or legal representative of, the other party and neither party shall have authority to assume or create any obligation on behalf of, in the name of, or binding upon the other party.

I. REMEDIES AND WAIVER

It is expressly understood and agreed by the parties hereto that any right or remedy provided for in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof.

J. CONSTRUCTION

1. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

2. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision in inconsistent with any prior draft hereof or thereof.

3. Titles and headings of sections in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

4. The recitals set forth in this Agreement are acknowledged by the parties to be true and correct and are incorporated herein by reference for all purposes.

K. GOVERNING LAW

This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Texas, without regard to conflicts of law principles.

L. JUDICIAL ACTION

The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County, Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

COUNTY:

COUNTY OF HIDALGO

By: Diana R. Serna
Its: Director

CHDO:

Proyecto Azteca

By: Ann W. Cass
Its: Executive Director

Approved as to form by Steve Crain, Hidalgo County Attorney: September 2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO§

This instrument was acknowledged before me on _____, 2014, by Diana R Serna, as Director of the Urban County Program of County of Hidalgo, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, State of Texas
NAME: _____
My Commission Expires: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO§

This instrument was acknowledged before me on _____, 2014, by Ann W. Cass, as Executive Director of Proyecto Azteca, a Texas nonprofit organization, on behalf of said nonprofit organization

_____
NOTARY PUBLIC, State of Texas
NAME: _____
My Commission Expires: _____

EXHIBIT A

Certification Regarding Lobbying for
Agreements, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federal Agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Agreement, or modification of any federal Agreement, grant, loan, or cooperative Agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Agreement, grant loan, or cooperative Agreement, the undersigned shall complete and submit standard form –LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subAgreements, subgrants, and Agreement under grants, loans and cooperative Agreements) and that CHDOs certify and disclose accordingly.

This certification is material representation of fact which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 132. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed: _____

Director

_____

Date

EXHIBIT B

INSURANCE REQUIREMENTS

1. CHDO Insurance. CHDO, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects County and any insurance or self-insurance maintained by County shall be excess of CHDO's insurance coverage and shall not contribute to it.

2. Subcontractor(s) Insurance. If CHDO utilizes one or more subcontractors in the performance of this Agreement, CHDO shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CHDO in this Agreement.

3. Types of Insurance and Minimum Limits. The following types of insurance and minimum limits are required for at least the following minimum coverage and limits of liability.

   a. Worker's Compensation written in accordance with the laws of the State of Texas and providing coverage for any and all employees of CHDO in the minimum statutorily required coverage amounts.

   b. Automobile Liability. Insurance for each of CHDO's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CHDOs employees or contractors), leased or hired vehicles, in the minimum amount of $300,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle used by CHDO is not a material part of performance of this Agreement and CHDO and County both certify to this fact.

   c. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of $300,000 combined single limit, including coverage for:

      (1) Bodily injury.
      (2) Personal injury.
      (3) Broad form property damage.
      (4) Contractual liability.
      (5) Cross-liability.

4. Other Insurance Provisions.

   a. If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CHDO agrees to maintain the required coverage for duration of this Agreement (hereinafter "post Agreement coverage") and any extensions thereof. CHDO may maintain the required post Agreement

coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post Agreement coverage shall be deemed to be reasonable.

5. Endorsements.

a. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause, with the exception that Endorsement (ii), providing for 30-day notices, is the only endorsement required to be made a part of the Worker's Compensation and Employers' Liability policy coverage.

(1) "The County of Hidalgo, its employees, officers, agents and volunteers are hereby added as additional insurers, but only as respects work done by, for, or on behalf of the named insured under Agreement with the County of Hidalgo."

(2) "Thirty (30) days prior written notice shall be given to the County of Hidalgo in the event of cancellation, reduction in coverage, or non-renewal of this policy for whatever reason."

6. Proof of Coverage.

a. CHDO agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide County on or before the effective date of this Agreement with Certificate of Insurance for all required coverages. Copies of all the required Endorsements required above shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the County of Hidalgo, which shall be provided by CHDO's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the County of Hidalgo at the following address:

County of Hidalgo
Urban County Program
427 E. Duranta Ave, Suite 107
Alamo, TX 78516

Exhibit C

Hidalgo County Urban County Program

Community Housing Development Organization (CHDO) Certification

Affidavit of Standards for Financial Management Systems

Date: June 17, 2014

Affiant: Ann W. Cass

Recipient: Hidalgo County – Urban County Program

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

1. Affiant is the Director, President AND/OR Chief Financial Officer of the Recipient and is authorized to make this affidavit on behalf of Recipient.
2. Recipients' financial management systems conform to the financial accountability standards set forth in 24 CFR 84.21, by providing for and incorporating the following:

    a. Accurate, current and complete disclosure of the financial results of each federally-sponsored project;
    b. Records, which identify the source and application of funds for federally-sponsored activities. These records contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest;
    c. Control over and accountability for all funds, property and other assets; adequate safeguards of all such assets shall be adopted to assure that all assets are used solely for authorized purposes;
    d. Comparison of outlays with budget amounts for each award;
    e. Written procedures to minimized the time elapsing between the receipt of funds and the issuance of redemption of checks for program purposes by the recipient;
    f. Written procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of Federal cost principles [Circular A-122] and the terms and conditions of the award;
    g. Accounting records, including cost-accounting records, that are supported by source documentation.

Affiant signature: _____

Title: Executive Director

Subscribed and sworn before me on the __day of _____, 2014,

by Ann W. Cass, on behalf of Proyecto Azteca.

_____ My commission expires:_____

Notary Signature

Seal:

Exhibit D

CHDO Proposal

AI-44863 **Elections Administration 15. A.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

1. Appointment of the Early Voting Ballot Board for the July 1, 2014 Democratic Primary Runoff Election.
2. Appointment of the Central Counting Station for the July 1, 2014 Democratic Primary Runoff Election.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

No fiscal impact

Attachments

BACKUP

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/04/2014 04:24 PM
Obdett Calzada	Obdett Calzada	06/12/2014 04:16 PM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Amanda Valdez Started On: 06/04/2014 12:03 PM

Final Approval Date: 06/13/2014

Hidalgo County Elections Department
July 1, 2014 Democratic Primary Runoff Election
Ballot Board Selection Form

Names:

1. Kenna Giffin
2. Aaron Alonzo
3. Julio Garza
4. Peter Salinas
5. Christina Walker
6. Bill Jay
7. Juan Maldonado
8. Lupe Rivera
9. Eleazar Guajardo
10. Ben Arjona
11. Kathryn Hearn
12. Kelly Rivera-Salazar
13. Alma Vera

Ballot Board Members

1. _____
2. _____
3. _____

Central Counting Station

1. _____
2. _____

AI-44902 **Head Start 16. A.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Memorandum of Understanding between Hidalgo County Head Start Program and Pharr-San Juan-Alamo (P-SJ-A)Independent School District

BACKGROUND

Policy Council Approval: 06.11.14

Attachments

MOU w P-SJ-A ISD

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/05/2014 04:46 PM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Linda Galaviz Started On: 06/05/2014 02:00 PM

Final Approval Date: 06/13/2014

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: June 11, 2014

SUBJECT: Discussion/Approval of Memorandum of Understanding (MOU) with Pharr-San Juan-Alamo (P-SJ-A) Independent School District

RATIONALE/NEED: The Memorandum of Understanding was approved by the School Board and is submitted for your review and approval. This year the partnership with P-SJ-A has been expanded to include more three (3) year old children and the returning four (4) year children will now be located at three (3) P-SJ-A sites: Napper Elementary, Farias Elementary, Palacios Elementary. The district has committed to continue to provide one (1) P-SJ-A certified teacher for every two (2) classrooms, a principal and the support personnel to implement the partnership.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Memorandum of Understanding

****

INITIATED BY: Teresa Flores, Executive Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

The MOU with P-SJ-A ISD will be presented at the meeting.

AI-44903 **Head Start 16. B.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Presentation for Discussion, Consideration and Approval to Enter into a Memorandum of Understanding (MOU) between Hidalgo County Head Start Program and the Community Development Corporation of Brownsville (CDCB) and Community Resource Group, Inc. (CRG)

BACKGROUND

Policy Council Approval: 06.11.14

Attachments

MOU w CDCB

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/05/2014 04:53 PM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Linda Galaviz Started On: 06/05/2014 02:04 PM

Final Approval Date: 06/13/2014

Hidalgo County Head Start Program
Policy Council Agenda

DATE: June 11, 2014

SUBJECT: Presentation for Discussion, Consideration and Approval to Enter into a Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and the Community Development Corporation of Brownsville (CDCB) and Community Resource Group, Inc. (CRG)

RATIONALE/NEED: Memorandum of Understanding (MOU) is to improve the level of financial literacy of families by providing financial education and building upon the financial management skills of the Head Start families.

RECOMMENDATION: Administration recommends approval.

COST: There is no cost.

RELATED INFORMATION INCLUDED: Memorandum of Understanding

****

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

A Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Community Development Corporation of Brownsville, And

Community Resource Group, Inc.

The parties hereby bind themselves to undertake a Memorandum of Understanding (MOU) under the following terms and conditions:

I. PARTIES TO THE AGREEMENT

This Memorandum of Understanding is made by and between:

a. Community Development Corporation of Brownsville (CDCB);
b. Community Resource Group (CRG); and,
c. Hidalgo County Head Start Program (HCHSP)

II. PURPOSE OF AGREEMENT

This MOU is intended to improve the level of financial literacy of families who utilize HCHSP's services. HCHSP, CDCB, and CRG will achieve this by providing financial education and building upon the financial management skills of these families.

III. GOALS AND OBJECTIVE

CDCB and CRG agree to facilitate and/or coordinate the provision of financial education to the staff of the HCHSP Centers in the service area. The Parties to this agreement shall abide by the terms of this agreement to achieve the following goals and objectives:

a. CRG and CDCB agree to facilitate and/or coordinate financial education training opportunities to staff identified by HCHSP management.
b. HCHSP agrees to coordinate training attendance by identified staff.
c. HCHSP further agrees to incorporate the knowledge acquired by staff into the Family Engagement Outcomes
d. HCHSP further agrees to have the staff and parents who participate in the financial education training either during training sessions or as part of the Family Engagement Outcomes to complete a pre- and post-assessment of knowledge and to fully share all information obtained through this process with CDCB and CRG. The data collected through this process will be utilized to determine the effectiveness of the training in transferring financial education information. Completion of the assessment tool will be a confidential process wherein the individual completing the form will not be identified by name (each participant may be assigned another form of identification).

IV. OBLIGATIONS OF THE PARTIES

a. CDCB and CRG shall perform the following obligations:
    i. Provide a trainer.
    ii. Provide the assessment tool document in English and Spanish to be used by participants.
    iii. Continue to be available for further technical assistance for the period of this agreement.
b. HCHSP shall perform the following obligations:
    i. Coordinate attendance of identified staff in the training scheduled and any subsequent training agreed upon by the parties.

ii. Facilitate the distribution and completion of a pre-and post-assessment document to training event attendees as well as parents who are provided financial education information as part of HCHSP Family Engagement Outcomes curriculum.
iii. Provide a unique identification number for each participant.
iv. Provide information from assessment processes to CDCB and CRG.

V. **CONFIDENTIALITY**

Subject to sub-clause below, each party shall be treated with strict confidentiality in regards to all information received or obtained as a result of entering into or performing this Memorandum of Agreement.

a. Each party may disclose information which would otherwise be confidential if and to the extent:
   i. Required by the law of any relevant jurisdiction;
   ii. The information has come into the public domain through no fault of that party; or
   iii. The other party has given prior written approval to the disclosure, provided that any such information disclosed shall be disclosed only after with and notice to the other party.

VI. **RELATION OF THE PARTIES**

The nature of relationship between CDCB, CRG and HCHSP is that of independent contractors.

VII. **CONSIDERATION**

This Agreement is being made in consideration of the following: Community Development Brownsville, Community Resources Group, Inc., and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

VIII. **RESPRESENTATION AND WARRANTIES**

Each party to this Memorandum of Understanding represents and warrants to the other party that he/she/it:

a. Have the full power, authority, and legal right to execute and perform this MOU.
b. Has taken all necessary legal and corporate action to authorize the execution and performance of this MOU.
c. This MOU constitutes the legal, valid, and binding obligations of each party in accordance with its terms, and
d. Shall act in good faith to give effort to the intent of this MOU and to take such other actions as may be necessary or convenient to consummate the purpose and subject matter of this MOU.

IX. **TERMINATION**

This MOU may be terminated by either party upon receipt of a 30 day written notice, operation of law, or upon the end of the term of this agreement.

X. **GOVERNING LAW**

This MOU shall be governed by and construed in accordance with law of Texas.

XI. **REVIEW OF MEMORANDUM OF UNDERSTANDING**

The MOU will be jointly reviewed by all parties annually and more frequently if laws and regulations are amended that will significantly impact this agreement, or when a party requests a formal change, including extension of time period.

XII. **TERM OF MEMORANDUM OF UNDERSTANDING**

The term of this MOU shall be from the date executed by HCHSP, and will expire on August 31, 2015, unless terminated in accordance with the terms stated elsewhere in this Agreement. This

agreement will be reviewed annually and updated as needed to address services. This agreement will become effective upon the signatures of the approving officials of the respective agencies. This agreement may only be amended by mutual consent of all parties involved. Any amendment to this agreement must be done in writing and must be signed by all parties after which the amendment shall be incorporated into the agreement. The MOU will become effective immediately on the last date signed and dated by all parties. By signing the agreement each agency agrees to the terms.

XIII. SIGNATURES

Nick Bennett-Mitchell, Executive Director
Community Development Corporation of Brownsville

Date

Honorable Ramon Garcia
Hidalgo County Judge

Date

John Squires, CEO
Community Resources Group, Inc.

Date

Teresa Flores, Executive Director
Hidalgo County Head Start Program

Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez LLP
By:
Stephen Crain, Attorney
~~Atlas, Hall & Rodriguez, LLP~~

Approved As To Form:

By:
Ricardo González, Attorney
Oxford & González, P.C.

AI-44904 **Head Start 16. C.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Presentation for Discussion, Consideration and Approval of a One Year Interlocal Agreement for the Lease of Premises between the Edcouch-Elsa Independent School District and Hidalgo County Head Start Program

BACKGROUND

Policy Council Approval: 06.11.14

Attachments

Interlocal Agreement w E-E ISD

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/05/2014 04:54 PM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Linda Galaviz Started On: 06/05/2014 02:07 PM

Final Approval Date: 06/13/2014

Hidalgo County Head Start Program
Policy Council Agenda

DATE: June 11, 2014

SUBJECT: Presentation for Discussion, Consideration and Approval of a One Year Interlocal Agreement for the Lease of Premises between the Edcouch-Elsa Independent School District and Hidalgo County Head Start Program

RATIONALE/NEED: There is a need for approval of an Interlocal Agreement with Edcouch-Elsa Independent School District for use of facilities for a Central Kitchen and a Head Start Center to continue serving the children in the area.

RECOMMENDATION: Administration recommends approval.

COST: Head Start (HHS-ACF) funds are available
Rent: 19-20-58152-10000-505

RELATED INFORMATION INCLUDED: Interlocal Agreement

* * * *

Edcouch-Elsa Independent School District

Edcouch Central Kitchen

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL AGREEMENT BETWEEN THE EDCOUCH-ELSA INDEPENDENT SCHOOL DISTRICT AND HIDALGO COUNTY

This Lease is made and entered into by and between the **Edcouch-Elsa Independent School District** herein referred to as the "LESSOR" and **Hidalgo County** through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain described real property on which Head Start Buildings lies on and is situated at **831 E. Edinburg, Hwy 107, Elsa, Texas** more particularly described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" known by lessee as "Edcouch Central Kitchen" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

1.01 The Leased Premises shall be used for the purpose of HEAD START KITCHEN subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twelve (12) months commencing on **July 01, 2014** ("commencement date") and ending on **June 30, 2015** ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms conditions or provisions thereof, LESSEE shall be given the right of renewal to extend the term of the lease hereof, commencing on the first day of **July 2015**, on the same terms and conditions for a term as may be subsequently agreed to upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of $6,000.00 in twe.ve (12) equal monthly payment of $500.00 per month payable on the 1st day of each month. Payment shall be mailed to the Edcouch-Elsa I.S.D., PO Box 127, Edcouch, Texas 78538.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed,

shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in condition suitable for use for which this lease is intended.

3.02 LESSOR will keep all and singular the Leased Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same at the commencement of the term. All repairs shall be at LESSOR'S expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make minor alterations such as painting the interior or exterior of said building, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alteration shall not be made, nor signs erected without the written consent of LESSOR.

3.07 LESSOR shall maintain the building roof, air conditioner, heating system during the lease of the building and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charge

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pickup services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSOR agrees to provide a copy to such policy of insurance to LESSEE at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and 300,000 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

6.04 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.

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these

provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE's program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:

Edcouch-Elsa I.S.D.
Attn: Dr. Richard Rivera
P.O. Box 127
Edcouch, Texas 78538

LESSEE:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdictions.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estoppel Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day_____ of _____, 2014

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____
Dr. Richard Rivera, Superintendent
Edcouch-Elsa I.S.D.

ATTEST:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council:
Date Approved by County Commissioner:

EXHIBIT "A"

Physical Address: Head Start Central Kitchen

The Edcouch-Elsa I.S.D. building located at 831 E. Edinburg Hwy 107, Elsa, Texas and designated as Head Start Central Kitchen, and Administration Office Space.

Legal Description Being:

WEST TRACT FT 548 40.0 AC to the City of Elsa, Hidalgo County, Texas, as per map or plat of said subdivision and addition recorded in the office of the County Clerk of Hidalgo County, Texas, to which map or plat reference is here made for more particularity of description.

Edcouch-Elsa Independent School District

Edcouch Head Start Center

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL AGREEMENT BETWEEN THE EDCOUCH-ELSA INDEPENDENT SCHOOL DISTRICT AND HIDALGO COUNTY

This Lease is made and entered into by and between the **Edcouch-Elsa Independent School District** herein referred to as the "LESSOR" and **Hidalgo County** through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, LESSOR demises and leases to LESSEE, and LESSEE leases from LESSOR, that certain described real property on which Head Start Building lies on and is situated at **201 N. Yellow Jacket Drive, Elsa, Texas** more particularly described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" known by lessee as "Edcouch Head Start Center" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

1.01 The Leased Premises shall be used for the purpose of HEAD START CLASSROOMS AND FOR HEAD START PARENTS' MEETING subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for twelve (12) months commencing on **July 01, 2014** ("commencement date") and ending on **June 30, 2014** ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms conditions or provisions thereof, LESSEE shall be given the right of renewal to extend the term of the lease hereof, commencing on the first day of **July 2015**, on the same terms and conditions for a term as may be subsequently agreed to upon by both parties.

Either LESSEE or LESSOR shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to the other.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of $6,000.00 in twelve (12) equal monthly payment of $500.00 per month payable on the 1st day of each month. Payment shall be mailed to the Edcouch-Elsa I.S.D., PO Box 127, Edcouch, Texas 78538.

1.06 LESSOR covenants and agrees that LESSEE on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on LESSEE'S part to be kept or performed,

shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in condition suitable for use for which this lease is intended.

3.02 LESSOR will keep all and singular the Leased Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same at the commencement of the term. All repairs shall be at LESSOR'S expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by Agreement.

3.05 It is agreed that all permanent improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all removal of such chattels will not damage the permanent improvement and if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make minor alterations such as painting the interior or exterior of said building, but if major alterations which might adversely affect the exterior or interior of said building are desired by the LESSEE, such alteration shall not be made, nor signs erected without the written consent of LESSOR.

3.07 LESSOR shall maintain the building roof, air conditioner, heating system during the lease of the building and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charge

4.01 LESSEE shall pay the charges for the water, sewer, garbage, trash pickup services, telephone, gas and electricity furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSOR agrees to provide a copy to such policy of insurance to LESSEE at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless for any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and 300,000 per occurrence.

ARTICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be conducted upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

6.04 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.

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, either party hereto does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then such party may terminate this Agreement upon sixty (60) days written notice to the other party. Both parties agree, however to use their best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these

provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the parties.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSEE's program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

LESSOR:	LESSEE:
Edcouch-Elsa I.S.D. Attn: Dr. Richard Rivera, Superintendent P.O. Box 127 Edcouch, Texas 78538	Hidalgo County Head Start Program Attn: Teresa Flores, Executive Director P.O. Box 0117 Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid illegal, or unenforceable provision had never been included in the agreement.

Prior Agreement

This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorney's Fees and Costs

If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdictions.

Force Majeure

Neither LESSOR nor LESSEE shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and other cause not reasonably within the control of LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

Estoppel Information

LESSEE shall, at the request of LESSOR, provide any and all information with respect to this Lease to any person designated by LESSOR.

Time of Essence

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day_____ of _____, 2014

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____
Dr. Richard Rivera, Superintendent
Edcouch-Elsa I.S.D.

ATTEST:

BY: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

BY: _____
Stephen Crain

Date Approved by Policy Council:
Date Approved by County Commissioner:
:

EXHIBIT "A"

Physical Address:

The Edcouch-Elsa I.S.D. building located at 201 N. Yellow Jacket Drive, Elsa, Texas and designated as Head Start Classrooms, Administration Office Space and playground area

Legal Description Being:

WEST TRACT FT 548 40.0 AC to the City of Elsa, Hidalgo County, Texas, as per map or plat of said subdivision and addition recorded in the office of the County Clerk of Hidalgo County, Texas, to which map or plat reference is here made for more particularity of description.

AI-44905 **Head Start 16. D.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

1. Requesting Exemption from Competitive Bidding Requirements under the Texas Local Government Code 262.024(a)(4)A Professional Appraisal Services
2. Presentation of the Scoring Grid (for the Purpose of Ranking by County Commissioners) of the Firms Graded and Evaluated through the County's Approved "Pool" of Appraisal Services for the Appraisal of the Head Start Leased Land and Facilities

Total Scores	Leonel Garza, Jr & Associates	George Jaime Salazar	Professional Appraisal Services
Evaluator 1	100	75	80
Evaluator 2	93	76	78
Evaluator 3	93	75	88
Scores	286	226	246
Average	95.33	75.33	82.00
Ranking			

3. Authority to Negotiate a Professional (Appraisal Service) Contract with the No. 1 Ranked Firm of _____, for the Appraisal of the Head Start Leased Land and Facilities

BACKGROUND

Policy Council Approval: 06.11.14

Attachments

Exemption from Competitive Bidding

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/05/2014 04:54 PM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Linda Galaviz Started On: 06/05/2014 02:30 PM

Final Approval Date: 06/13/2014

Hidalgo County Head Start Program
Policy Council Agenda

DATE: June 11, 2014

SUBJECT:

1. Requesting Exemption From Competitive Bidding Requirements Under The Texas Local Government Code 262.024 (a)(4) A Professional Appraisal Services;

2. Presentation of the Scoring Grid (for the Purpose of Ranking by County Commissioners) of the Firms Graded and Evaluated through the County's approved "pool" of Appraisal Services for The Appraisal of The Head Start leased land and facilities.

Total Scores	Leonel Garza, Jr. & Associates	George Jaime Salazar	Professional Appraisal Services
Evaluator 1	100.00	75.00	80.00
Evaluator 2	93.00	76.00	78.00
Evaluator 3	93.00	75.00	88.00
Scores	286.00	226.00	246.00
Average	95.33	75.33	82.00
Ranking			

3. Authority To Negotiate a Professional (Appraisal Service) Contract With The No. 1 Ranked Firm Of _____, For The Appraisal of the Head Start leased land and facilities.

RATIONALE/NEED: To obtain professional services in assessing the rental market value on the leased properties to comply with federal regulations Part 92.24 (d)(2) CFR.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDED: Evaluations

****

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

Evaluation for Appraisal Firms

	Leonel Garza, Jr. & Associates				George Jaime Salazar				Professional Appraisal Services Inc.			
	Evaluation			Avg.	Evaluation			Avg.	Evaluation			Avg.
	1	*2*	*3*		*1*	*2*	*3*		*1*	*2*	*3*	
A. Responsiveness (30pts)	30	30	28	29.33	21	24	28	24.33	24	23	29	25.33
B. Firm Capabilities (45pts)	45	38	40	41.00	32	32	32	32.00	35	32	37	34.67
C. Staffing (25pts)	25	25	25	25.00	22	20	15	19.00	21	23	22	22.00
TOTAL/Total AVG	100	93	93	95.33	75	76	75	75.33	80	78	88	82.00

AI-44877 **WIC 17. A.**

CC - REGULAR

Meeting Date: 06/17/2014

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

Department: WIC

Information

CAPTION

1. WIC Lactation Center (1292):
a. Approval to amend the WIC Contract (No.2014-045054) in the amount of $191,677.00 for the WIC Lactation Center.
b. Approval of Certification of Revenues as certified by the County Auditor for the FY2014 WIC Lactation Center.
c. Approval to create the following positions:

Slot No.	Position Title	Proposed Budgeted Salary
0001	Registered Nurse International Board Certified Lactation Consultant	$87,360.00
0002	Peer Counselor Manager	$27,996.00
0003	Peer Counselor I	$20,800.00
0004	Peer Counselor I	$20,800.00
0005	Custodian (part-time)	$8,818.00 pr yr/ $8.4788 pr hr

d. Approval of appropriation of funds in the amount of $191,677.00.
e. Approval of FY2014 WIC Lactation Center Salary Schedule.

2. Peer Counselor (1292):
a. Approval to amend the WIC BF Peer Counselor Grant (No.2014-045054) in the amount $4,400.00.
b. Approval of Certification of Revenues as certified by the County Auditor for the WIC BF Peer Counselor Grant
c. Approval of appropritation of funds in the amount of $4,400.00.

3. Lactation Services(1292):
a. Approval to amend the WIC Lactation Services Grant (No.2014-045054) in the amount $18,000.00.
b. Approval of Certification of Revenues as certified by the County Auditor for the WIC Lactation Services Grant
c. Approval of appropritation of funds in the amount of $18,000.00.

BACKGROUND

Budget Represents initial funding from the Texas Department of State Health Services Letter of Amendment.
4.1292.441.00.350.017.4.xxx Lactation Center
4.1292.441.00.350.002.4.xxx WIC BF Peer Counselor
4.1292.441.00.350.013.4.xxx Lactation Services

PAR Forms:

Registered Nurse IBCLC Consultant
Senior Peer Counselor
Peer Counselor
P/T Janitorial

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4.1292.441.00.350.017.4.xxx
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
Appropriation of funds in the amount of $191,677.00 for the WIC Lactation Center.

No County Match - State Funds.

FISCAL YEAR: 2014 **ACCT. #:** 4.1292.441.00.350.002.4.xxx
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
Appropriation of funds in the amount of $4,400.00 for WIC Peer Counselor.

No County Match- State Funds

FISCAL YEAR: 2014 **ACCT. #:** 4.1292.441.00.350.013.4.xxx
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
Appropriation of funds in the amount of $18,000.00 for the Lactation Services.

No County Match - State Funds,

Attachments

letter
LACTATION SERVICES APPROPRIATION
PAR and Job Descriptions
Salary Schedule
Appropriation Peer Counselor
appropriation form
cor

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/09/2014 09:36 AM
Rosalinda Cantu	Debbie Tamez	06/10/2014 10:25 AM
Manuel Chapa	Debbie Tamez	06/10/2014 10:26 AM
Human Resources	Sylvia Rios	06/12/2014 03:40 PM
Budget & Management	Debbie Tamez	06/12/2014 03:42 PM
Rosalinda Cantu	Rosie Cantu	06/12/2014 05:18 PM
Obdett Calzada	Obdett Calzada	06/13/2014 03:32 PM

Purchasing Department Monica Badillo 06/13/2014 05:59 PM

Form Started By: Margarita Gonzalez Started On: 06/04/2014 04:21 PM

Final Approval Date: 06/13/2014

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

1100 West 49th Street • Austin, Texas 78756
P.O. Box 149347 • Austin, Texas 78714-9347
1-888-963-7111 • www.dshs.state.tx.us
TDD: 1-800-735-2989

DAVID L. LAKEY, M.D.
COMMISSIONER

Letter of Amendment

June 6, 2014

Ms. Norma L. Longoria, WIC Director
LA #12, Hidalgo County Health
and Human Services
3105 West University Drive
Edinburg, TX 78539

Dear Ms. Longoria:

The Hidalgo County Health & Human Services FY 2014 WIC contract will be amended to reflect revisions as detailed in the table below. This letter constitutes a formal contract amendment.

Project	Project Contact	Current Award Amount	Amended Amount Increase	Amended Amount (Decrease)	Revised Project Total
Extra *Funding*	Benny Jasso benny.jasso@dshs.state.tx.us (512) 341-4573	**$0.00**	**$191,677.00**		**$191,677.00**
Peer Counselor	Kristina Arrieta kristina.arrieta@dshs.state.tx.us (512) 341-4593	**$684,332.00**	**$4,400.00**		**$688,732.00**
Lactation Services	Lindsey Randall lindsey.randall@dshs.state.tx.us (512) 341-4594	**$61,250.00**	**$18,000.00**		**$79,250.00**

This project adjustment will be reflected in your contract "Not to Exceed" amount as shown below:

Contract "Not to Exceed" Amount			
Current Contract Amount	**Amended Amount** Increase	**Amended Amount** (Decrease)	**Revised Contract "Not to Exceed" Amount**
$11,218,992.00	**$214,077.00**		**$11,433,069.00**

Funds are awarded with the understanding that any procurements using these funds will be in compliance with the Uniform Grants Management Standards (UGMS), WIC policies, and 7 CFR Part 3016. **This letter is approval for funding only. It does not relieve the agency from seeking additional approvals as required by WIC Policy.**

In order for the State Agency to track these expenditures, please bill for each special project(s) listed above on a separate State of Texas purchase voucher (B-13). Label each voucher with the specific project name, as well as allocations to Administrative (Admin), Nutrition Education (NE), and Breastfeeding (BF) costs. Vouchers without allocations listed will be applied toward Admin.

For questions regarding funding decisions, please contact Benny Jasso, WIC Program, at (512) 341-4573, or benny.jasso@dshs.state.tx.us. For questions regarding purchase requests, please contact Alisin Genfan, Contract Development and Support Branch, at (512) 776-3156 or alisin.genfan@dshs.state.tx.us.

Sincerely,

for Lindsay Rodgers, Director
Nutrition Services Section

AG:klr

DATE: 6/5/2014

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: WIC - LACTATION SERVICES

ACCOUNT NUMBER: 4.1292.441.00.350.013.4.XXX

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

Honorable Commissioner's Court of Hidalgo County :

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

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
4.1292.441.00.350.013.4.113	Salaries	12,000.00
4.1292.441.00.350.013.4.211	Health Insurance	2,500.00
4.1292.441.00.350.013.4.212	Life Insurance	100.00
4.1292.441.00.350.013.4.220	FICA	1,000.00
4.1292.441.00.350.013.4.230	Retirement	2,000.00
4.1292.441.00.350.013.4.250	Unemployment	200.00
4.1292.441.00.350.013.4.260	Wokers comp.	200.00
4.1292.331.12.350.013.4.000	WIC Lactation Program Revenue	18,000.00
	TOTAL FUND BALANCE IMPACT	18,000.00

REASON: Appropriate grant award for the next 4 months of FY2014.

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 10 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: WIC/350

DATE: 6-6-14

CURRENT POSITION TITLE:

CURRENT SLOT. #: 017-001

REQUESTED POSITION TITLE:
(For new positions or reclassifications) Registered Nurse IBCLC Consultant

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 87,360.00 (Proposed Budgeted Salary) $ 87,360.00 (Net Change)

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

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

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

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

TEMPORARY POSITIONS:

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

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

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

Will be Director for the new Lactation Center

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

sdfsdfsdf

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. Norma L. Longoria	6-6-14				
DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. Esther A. Cantu /gm	06-11-14			
HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	06/12/2014			
DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY

REGISTRED NURSE, INTERNATIONAL BOARD CERTIFIED LACTATION CONSULTANT

GENERAL DESCRIPTION

Under the direct supervision of the Breastfeeding Coordinator, performs advanced professional lactation consultations independently within the scope of practice attributed to the skills of a Registered Nurse and of International Board Certified Lactation Consultant. Responsible for the implementation of the standards of care and guidelines required to assist breastfeeding mothers in all areas of breastfeeding support, with the purpose to maintain breastfeeding and increase the duration of breastfeeding. Manage the day to day operations of the Lactation Center and direct the implementation of specialized lactations. Assist in Lactation Care Center staff (lactation consultants and peer counselors) and work in cooperation with hospitals, local state WIC programs.

EXAMPLES OF WORK PERFORMED

Plan, directs and overseas The Lactation Center services and clinical lactation practicum program. Observes, assesses, plans, performs specific care and evaluates participants' care based on assessments. Provides teaching to clients and their families. Performs all related activities according to acceptable IBCLC and nursing care practices and procedures.

Supervises, oversees and trains clinical lactation practicum professionals and paraprofessionals in accordance with State WIC policies and procedures

Responsible for developing, writing, planning, implementing and managing program operations, policies and procedures pertaining to the Lactation Center

Coordinates WIC breastfeeding activities within local hospitals and community organizations

Reviews literature and research findings to keep abreast of current lactation protocols and serves as a clinical resource for breastfeeding information to WIC participants, and staff

Demonstrates knowledge of breastfeeding care, education principles, practices, procedures and techniques required to assess breastfeeding needs. Develops care plans and counsels WIC participants and family members

Maintains a system which insures the follow-up and continuous care for mothers and infants refereed by hospitals and WIC staff

Develops documentation records to track clients' progress and concerns

Collects and monitors Lactation Center statistics and reports

Audits and monitors breast pumps, breastfeeding aids and other breastfeeding materials in the Lactation Center

Conducts monthly site meetings for Lactation Center staff, attends monthly supervisors' meetings and other required trainings.

Coordinates/perform utilization reviews, analyzes data, and then makes decisions and recommendations to Breastfeeding Coordinator

Assists with the training of all WIC staff that provides direct clinic services to WIC participants in the ongoing training for breastfeeding promotion and support

Attends work on the regular and predictable schedule in accordance with Hidalgo County leave policy and performs other duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from an accredited two-year College or University with a minimum of an Associates Degree in Nursing. Combined years of Nursing experience greater than 5 years Documented; Neonatal Intensive Care Nursery and Post Partum experience preferred. At least two years of experience as a Board Certified Lactation Consultant.

Bilingual preferred (English/Spanish)

Certificates, Licenses, & Registrations

IBCLC Certification by International Board of Lactation Consultant Examiners

Licensed by Texas Board of Nursing as a Registered Nurse

Current Immunization Record and an annual Tuberculin test

Must possess a valid Texas Motor Vehicle Operator's License

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

Knowledge, Skills, and Abilities

Ability to provide patient care, prepare and maintain follow-up on clients' records, organize, coordinate, and evaluate the Lactation Center activities and delivery of breastfeeding support services

Ability to train all levels of staff

Ability to analyze research data and compile reports

Knowledge and application of computer programs to include MS office software

Ability to plan, organize, schedule and coordinate resources effectively

Effective oral and written communication skills

Completion of all required WIC modules during the probationary period

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 11 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: WIC/350

DATE: 6-6-14

CURRENT POSITION TITLE:

CURRENT SLOT. #: 017-002

REQUESTED POSITION TITLE:
(For new positions or reclassifications) Peer Counselor Manager

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ -0- pc (Current Budgeted Salary) $ 27,996.80 (Proposed Budgeted Salary) $ 27,996.00 pc (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

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

TEMPORARY POSITIONS:

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

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

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

Needed to assist Registered Nurse in new Lactation Center

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

sdfsdfsdf

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. Ramon L. Longoria	6-6-14				
DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. Esther A. Cantu/ofc	06.11.14			
HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	06/12/2014			
DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.				
COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY

PEER COUNSELOR MANAGER

GENERAL DESCRIPTION

Responsible for assisting in the coordination and monitoring of program activities. Trains and supervises peer counselors and assists in the overall program planning and management. Works under limited supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Provides semi-monthly training to peer counselors at the program meetings

Promotes the program to community stakeholders

Maintains complete case files on each client

Manages client caseload; Matches peer counselors with clients deemed appropriate for services

Monitors and evaluates client progress toward completion of assistance plan, amending and revising plan as necessary

Prepares, schedules and supports delivery of interactive counseling education curriculum to facilitate staff learning about typical program issues and counseling techniques

Maintains records and other required paperwork as necessary

Depending on program assigned, may assist in breastfeeding training of WIC staff and potential Breastfeeding Peer Counselors or serve as a breastfeeding resource to WIC staff and community

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three (3) years of experience as a peer counselor related to the department/program

Previous management experience

Graduation from a high school or equivalent (GED)

Associate's degree in social services or related field

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

Certificates, Licenses, & Registration

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

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

May require certifications in various fields depending on department assigned; if hired by the WIC department, may require a lactation certificate and other continuing education

Knowledge, Skills, and Abilities

Must have the ability to read, write and comprehend English and Spanish language

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

Well organized and detail oriented

Ability to understand and adhere to confidentiality laws and expectations

Ability to follow directions from a supervisor

Ability to follow department's policies and procedures

Must have transportation and telephone availability

Skills and competence to establish supportive, trusting relationships and respect for participants' right to self-determination and their personal preferences

Ability to explain rules, regulations and policies of the program in terms understood by clients and the general public

Ability to exercise considerable discretion in handling confidential files

Ability to manage inventory/property

Ability to document and keep accurate records

Be able to use a personal computer, including use of Word, Excel, and the internet; knowledge of access helpful

If hired by the WIC department: Ability to operate and instruct patients about Breast pumps, manual and electric; Ability to provide breastfeeding training to staff

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing

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



HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED JUN 10 2014 HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: WIC/350 **DATE:** 6-6-14

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 017-003 &004

REQUESTED POSITION TITLE:
(For new positions or reclassifications) Peer Counselor I (2)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ -0- (2) $ 20,800.00 x 2 $ 41,600.00
Current Budgeted Salary | Proposed Budgeted Salary | Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Needed to provide services in the new Lactation Center

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

sdfsdfsdf

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. Norma L. Longoria	6-6-14				
DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. Esther A. Cortez/sfa	06-11-14			
HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	06/12/2014			
DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.				
COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY

PEER COUNSELOR I

GENERAL DESCRIPTION

Performs basic (entry-level) community counseling work sharing previous experiences relating to the department's program. Provides basic counseling, education and assistance to participants of the program. Works under general supervision with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Promotes team culture that recognizes, understands, and respects each client's point of view, experiences, and preferences

Provides peer counseling and consultation to individual program participants, families, and/or team staff

Assists in promoting community services and/or counseling to the general public

Ensures accurate, timely, and complete documentation and subsequent data entry when required

Actively participates in the daily check-in meetings, weekly staff meetings, monthly case conferences and all agency staff meetings and trainings

May confers with physicians, nutritionists and nurses regarding the health of clients and their children

Monitors counseling centers to ensure the environment is conducive to promotion of the specified programs needs

Assesses participants problems and provides appropriate referrals

Uses appropriate counseling techniques/protocols in responding to a variety of culture and family situations

Depending in program assigned, may provide counseling and education to pregnant and breastfeeding women to encourage initiation and increased lactation during breastfeeding

Performs all other related duties as assigned or required by the department

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

Previous experience as a peer counselor related to the department/program

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

Certificates, Licenses, & Registration

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

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

May require certifications in various fields depending on department assigned; if hired by the WIC department, may require a lactation certificate and other continuing education

Knowledge, Skills, and Abilities

Must have the ability to read, write and comprehend English and Spanish language

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

Well organized and detail oriented

Ability to understand and adhere to confidentiality laws and expectations

Ability to follow directions from a supervisor

Ability to follow department's policies and procedures

Must have transportation and telephone availability

Skills and competence to establish supportive, trusting relationships and respect for participants' right to self-determination and their personal preferences

PHYSICAL DEMANDS:

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

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally

required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUN 10 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: WIC/350

DATE: 6-6-14

CURRENT POSITION TITLE:

CURRENT SLOT. #: 017-005

REQUESTED POSITION TITLE:
(For new positions or reclassifications) CUSTODIAN I (PART-TIME)

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ -0- (Current Budgeted Salary) $ 8,818 (Proposed Budgeted Salary) $ 8,818 (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 [X]
Full Time Temporary Object 121 [ ]
Part Time Temporary Object 122 [ ]

8,818/1040hrs = 8.4788
Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Needed to clean new Lactation Center

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

sdfsdfsdf

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	6-6-14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	06.11.14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	06/12/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY

CUSTODIAN I

GENERAL DESCRIPTION

Performs entry-level custodial work; Work involves cleaning and caring for county buildings and premises, and maintaining custodial equipment; Works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs custodial functions such as sweeping, mopping, dusting, spray waxing, and floor stripping

Performs rest room maintenance, replenishing supplies and applying cleaning chemicals as appropriate

Performs carpet maintenance

Cleans office furniture, walls, windows, and floors; and empties trash

May inspect buildings for cleanliness and report needed repairs as appropriate

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in custodial work

Graduation from high school or equivalent (GED)

Experience and education may be substituted for one another

Knowledge, Skills, and Abilities

Knowledge of cleaning techniques and procedures

Skill in the use of custodial materials and chemicals; and in the operation of custodial equipment

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1292-441-00-350-017-4-

44877

WIC- LACTATION CENTER

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED BASE SALARY	2014 ADJUSTED AMOUNT	2014 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2014 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		CREATE THE FOLLOWING FOUR FULL TIME POSITIONS														
0001	113	REGISTERED NURSE INTERNATIONAL BOARD CERTIFIED I	$0.00	$87,360.00	$87,360.00	0	$0.00	$0.00	$87,360.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0002	113	PEER COUNSELOR MANAGER	$0.00	$27,996.00	$27,996.00	0	$0.00	$0.00	$27,996.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0003	113	PEER COUNSELOR I	$0.00	$20,800.00	$20,800.00	0	$0.00	$0.00	$20,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0004	113	PEER COUNSELOR I	$0.00	$20,800.00	$20,800.00	0	$0.00	$0.00	$20,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		CREATE THE FOLLOWING PART TIME POSITION														
0005	114	CUSTODIAN	$0.00	$8,818.00	$8,818.00	0	$0.00	$0.00	$8,818.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		TOTAL	**$0.00**	**$165,774.00**	**$165,774.00**		**$0.00**	**$0.00**	**$165,774.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

APPROVAL OF THE ABOVE LISTED POSITIONS.

PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

DATE: 6/13/2014

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: WIC- BF Peer Counselor

ACCOUNT NUMBER: 4.1292.441.00.350.002.4.XXX

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

Honorable Commissioner's Court of Hidalgo County :

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

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
4.1292.441.00.350.002.4.113	Salaries of F/T Employees	0.00
4.1292.441.00.350.002.4.115	Longevity	100.00
4.1292.441.00.350.002.4.211	Health Insurance	0.00
4.1292.441.00.350.002.4.212	Life Insurance	200.00
4.1292.441.00.350.002.4.220	FICA	0.00
4.1292.441.00.350.002.4.230	Retirement	1,400.00
4.1292.441.00.350.002.4.250	Unemployment Compensation	500.00
4.1292.441.00.350.002.4.260	Workers Comp	0.00
4.1292.441.00.350.002.4.581	In County Travel	2,200.00
4.1292.331.12.350.002.4.000	WIC BF Program Revenues	4,400.00
	TOTAL FUND BALANCE IMPACT	4,400.00

REASON: Appropriate monies for BF Peer Counselor Grant for the next 4 months of FY 2014.

DATE: 6/13/2014

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 4-1292-441-00-350-017-4-XXX

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

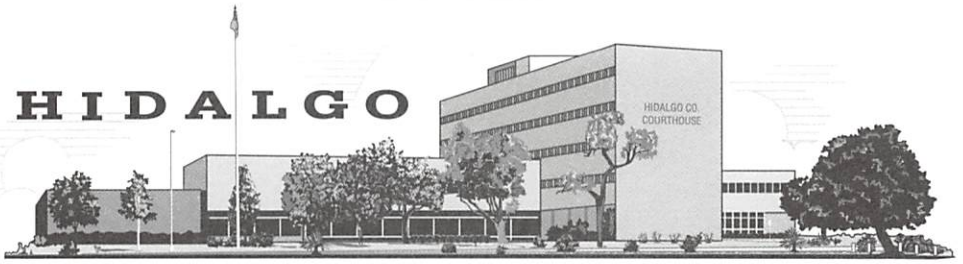
Honorable Commissioner's Court of Hidalgo County :

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

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
4-1292-441-00-350-017-4-113	Perm F/T Employees	52,318.96
4-1292-441-00-350-017-4-114	Perm P/T Employees	2,940.00
4-1292-441-00-350-017-4-211	Health Insurance	9,380.00
4-1292-441-00-350-017-4-212	Life Insurance	62.60
4-1292-441-00-350-017-4-220	FICA	4,217.31
4-1292-441-00-350-017-4-230	Retirement	6,017.70
4-1292-441-00-350-017-4-250	Unemployment	314.78
4-1292-441-00-350-017-4-260	Workers Comp	414.44
4-1292-441-00-350-017-4-312	Indirect Costs	3,647.09
4-1292-441-00-350-017-4-412	Cable /Satellite TV	174.48
4-1292-441-00-350-017-4-442	Equip & Vehicle Rental	350.00
4-1292-441-00-350-017-4-531	Telephone	360.00
4-1292-441-00-350-017-4-535	Postage	3,000.00
4-1292-441-00-350-017-4-550	Printing & Binding	3,000.00
4-1292-441-00-350-017-4-581	In County Travel	1,000.00
4-1292-441-00-350-017-4-583	Travel Out Of County	5,000.00
4-1292-441-00-350-017-4-601	Office & Computer Supplies	18,627.00
4-1292-441-00-350-017-4-603	Educational/Instructional Supplies	4,352.64
4-1292-441-00-350-017-4-604	Medical Supplies	2,500.00
4-1292-441-00-350-017-4-607	Hsehld & Janitorial Suppl	3,000.00
4-1292-441-00-350-017-4-619	Other Miscellaneous Supplies	2,000.00
4-1292-441-00-350-017-4-622	Electricity	5,000.00
4-1292-441-00-350-017-4-640	Reference Materials	2,500.00
4-1292-441-00-350-017-4-661	Minor Office Furniture/Equip.	12,000.00
4-1292-441-00-350-017-4-664	Other Minor Equipment	1,500.00
4-1292-441-00-350-017-4-665	Minor Computer Equipment	6,000.00
4-1292-441-00-350-017-4-741	Vehicles	36,000.00
4-1292-441-00-350-017-4-743	Office Furniture & Equipment	6,000.00
4-1292-441-00-350-017-4-000	WIC Program Revenue	191,677.00
	TOTAL FUND BALANCE IMPACT	191,677.00

REASON: Appropriate grant award for next 4 months of FY 2014.

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

June 13, 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 an award from the Texas Department of State Health Services (DSHS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT
$ 191,677.00 Award No. 2014-045054-001 NSS/WIC Local Agency-WIC Lactation Center
$ 4,400.00 Award No. 2014-045054-001 NSS/WIC Local Agency-Peer Counselor
$ 18,000.00 Award No. 2014-045054-001 NSS/WIC Local Agency-Lactation Services

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

6-16-14
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-44875 **Planning Department 18. A.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted For: Raul E. Sesin, P.E. **Submitted By:** Nora Cavazos, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Reimbursement of Financial Guarantee
a. Sendero Trails Ph. I Subdivision – Pct. 4 (Megaware Corp.)
b. A & V Subdivision – Pct. 4 (Aldo Quintanilla)

2. Discussion and possible action of accepting participation from JGF Enterprises, L.P. (Gary Frisby) for road construction of Cesar Chavez Rd (North of Ramseyer Rd to East of proposed subdivision site).

BACKGROUND

Attachments

Sendero Trails 1; reimburse

A & V Subdivision; reimburse

Pueblo de Palmas 15

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/04/2014 04:55 PM
Manuel Chapa	Manuel Chapa	06/06/2014 10:26 AM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Nora Cavazos Started On: 06/04/2014 04:02 PM

Final Approval Date: 06/13/2014

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

MEMORANDUM

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: JUNE 04, 2014

RE: SENDERO TRAILS PHASE I – PCT. 4

ON FEBRUARY 28, 2006, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF THIRTY SIX (36) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $1,000.00 DOLLARS FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF ONE (1) ADDITIONAL SEPTIC TANK SYSTEM. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT FIVE (5) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF RECOMMENDS APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $1,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$ 36,000.00
PREVIOUSREIMBURSEMENT	$ 4,000.00
4TH REIMBURSEMENT	$ 1,000.00
BALANCE REMAINING	$ 31,000.00

*** * * END OF MEMORANDUM * * ***

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Official Receipt for Fees

No 055642

Feb. 15, 2006

RECEIVED OF: Megaware Corp. $ 36,000.00

Thirty six thousand and 00/100 DOLLARS

SUBDIVISION: Sendero Trails Ph. 1 DEVELOPER

COST OF PAVING COST OF DRAINAGE PCT.

FLOODPLAIN ADM. 1100-341-30-210-002-0-000		
Other		
Total		

SUBDIVISION FEES 1100-341-30-210-001 0-000		
Filing/Review Fee		
2% Inspection Fee		
Maps		
Subd. Rules Book		
Other		
Total		

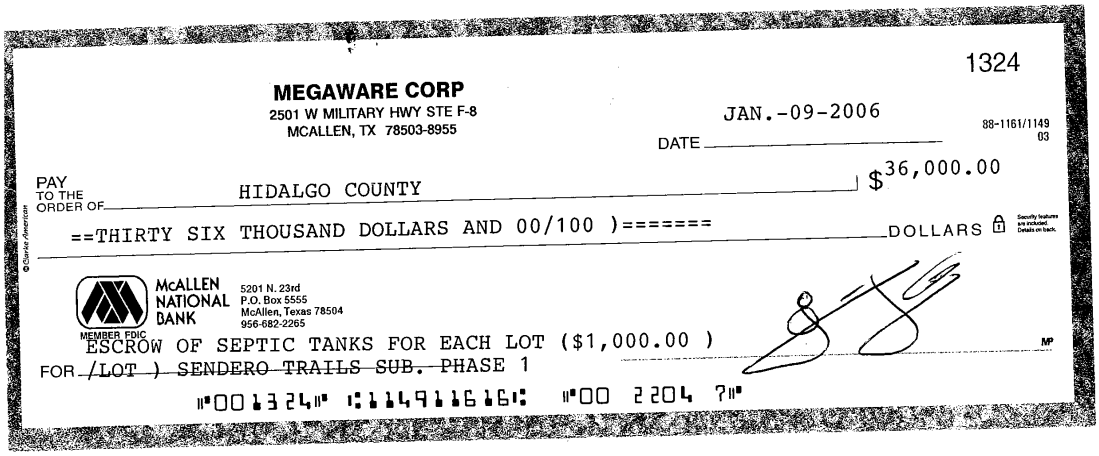
ESCROWS	
1/3 Paving	Acct#
Septic Tanks	36-1100-211-00-000-018-0-000
36,000.00	36,000.00
Other	
Total	36,000.00

M.O. ☐ ☐

CHECK ☑ 1324 CASH ☐

PREPARED BY:

Auditor's Form – ECPD 0001: Rev. 6-04



1324

MEGAWARE CORP
2501 W MILITARY HWY STE F-8
MCALLEN, TX 78503-8955

DATE JAN.-09-2006

88-1161/1149
03

PAY TO THE ORDER OF HIDALGO COUNTY $36,000.00

==THIRTY SIX THOUSAND DOLLARS AND 00/100)======= DOLLARS

McALLEN NATIONAL BANK
MEMBER FDIC
5201 N. 23rd
P.O. Box 5555
McAllen, Texas 78504
956-682-2265

ESCROW OF SEPTIC TANKS FOR EACH LOT ($1,000.00)
FOR ~~/LOT) SENDERO TRAILS SUB. PHASE~~ 1

⑈001324⑈ ⑆114916161⑆ ⑈00 2204 7⑈

Hidalgo County Planning Department

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HEALTH DEPARTMENT
COUNTY OF HIDALGO

June 4th,2014

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE: SENDERO TRAILS S/D

Dear Mr. Sesin:

According to our records, 5 out of 36 lots in **SENDERO TRAILS S/D** have a septic tank systems installed and can be expected to function properly, **SENDERO TRAILS S/D** is located on **FM 490** 1 Mi. W. of Hwy 281,in Edinburg Tx.

Sincerely,

Ruben Hernandez
Environmental Health Inspector II

1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

Hidalgo County Planning Department

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TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: JUNE 04, 2014

RE: A & VSUBDIVISION – PCT. 4

ON DECEMBER 03, 2013, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT IN THE AMOUNT OF ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500.00) WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF ONE (1) SEPTIC TANK SYSTEM.

THE DEVELOPER IS REQUESTING REIMBURSEMENT IN THE AMOUNT OF $1,500.00 DOLLARS FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF ONE (1) SEPTIC TANK SYSTEM. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT ONE (1) SEPTIC TANK HAS BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE TOTAL CASH DEPOSIT IN THE AMOUNT OF $1,500.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$ 1,500.00
REIMBURSEMENT	$ 1,500.00
BALANCE REMAINING	$ 0

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Date Nov. 15 20 13

Received of: Aldo Quintanilla $ 1500.00

One thousand five hundred and 00/100 Dollars

Subdivision: ATV Subdivision

Cash _____ Check # 1032 M.O. # _____

Received by: Rodolfo Rios

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 69140 - 2/4

COUNTY AUDITOR'S FORM RE-PD-0001

○ UTILITY CERTIFICATE REVIEW FEE Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	

○ SUBDIVISION FEES Acct # - 1100-341-30-210-003-0-000	
Filing/Review Fee	
2% Inpsection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	

○ ESCROW Acct # - 1100-341-30-210-003-0-000	
1/3 Paving	
Septic Tank -	1500.00
Other	
TOTAL	1500.00

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

TVDL# 2500 Sec 01

ALDO QUINTANILLA 08/1/91
1707 WAYNE DR
EDINBURG TX 78542-5569 SS# 457-87-8278
SS# 491-1013

1032
32-2/1110 TX
5133

11/14/13
Date

Pay to the Order of Hidalgo County Planning $ 1,500.00

one thousand five hundred dollars Dollars

Bank of America
ACH R/T 111000025

For OSSF Escrow Aldo Quintanilla

⑈111000025⑈ 586024913⑈ 1032

Hidalgo County Planning Department

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Fax (956) 205-7049

HEALTH DEPARTMENT
COUNTY OF HIDALGO

May 21st 2014
Mr. Sesin
Hidalgo County Planning Dept.
Edinburg, TX 78539

RE:A/V SUBDIVISION LOT 1

Dear Mr. Sesin:

According to our records, the septic system on this property(**A/V SUBDIVISION LOT 1**) has a septic tank system installed and can be expected to function properly,**A/V SUBDIVISION LOT 1** is located on Alberta Rd. and I Rd.,in Edinburg Tx.

Sincerely,

Ruben Hernandez
Environmental Health
Health Inspector II

1304 S. 25th Edinbuirg, TX 78539 (956) 383-6221 Fax (956) 383-8864

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
FRED L. KURTH • ALLAN F. BOOE • KELLEY A. HELLER-VELA
TBPE Firm # F-1435

January 14, 2014

Honorable Commissioner Joseph Palacios
Hidalgo County Commissioner Precinct #4
1051 N. Doolittle Rd.
Edinburg, Texas 78539

Re: Pueblo de Palmas Phase 15 Subdivision – Participation Request for Cesar Chavez Road Edinburg ETJ

Dear Commissioner Palacios:

This letter is to request that the above-mentioned County Road be constructed to serve the proposed Pueblo de Palmas Phase 15 Subdivision. Mr. Gary Frisby for JGF Enterprises, L.P., owner and developer of this development located along the north side of Ramseyer Road and East of Cesar Chavez Road is proposing to participate with the materials consisting of hot mix, caliche, hauling and RCP pipe, as well as the engineering fees for the design and staking of this road. Attached herewith is an Engineer's Estimate for what is being proposed for the materials for a 36-foot wide pavement on a 40-foot wide caliche base for your review and approval.

Your consideration and response on this request is greatly appreciated. If you have any questions or comments, please contact our office at 381-0981. Thank you.

Respectfully,
MELDEN & HUNT, INC.

Fred L. Kurth, P.E., R.P.L.S.
President

cc: JGF Enterprises, L.P., Owner/Developer
Jesse Ozuna, ROW Agent Pct. 4

Attachments: (2)

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
FRED L. KURTH • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERT TAMEZ
TBPE Firm # F-1435
TBPLS # 10096900

DATE: 6/4/2014

ENGINEER'S ESTIMATE-PARTICIPATION
PUEBLO DE PALMAS PHASE 15 SUBDIVISION

PHASE: 15
ACREAGE: 40.041
ENTITY: Ediburg ETJ
LOTS: 178
WATER SUPPLIER: NAWSC

_____ NO DESIGN COMPLETED
_____ PRELIMINARY DESIGN
X FINAL DESIGN

PAVING IMPROVEMENTS:

1.	8" Compacted crushed caliche with haul	2,578	TONS	$	9.25	$	23,846.50
2.	2" Hot mix asphaltic concrete with haul	661	TONS	$	67.75	$	44,782.75
3.	18" RCP culvert	48	LF	$	17.50	$	840.00
4.	Safety end treatment	2	EA	$	250.00	$	500.00
5.	Stop sign w/name & Stop Bar	1	EA	$	650.00	$	650.00
6.	Striping	1,450	LF	$	1.50	$	2,175.00
7.	Street testing 3.5% of street cost	3.5%	LF	$	68,629.25	$	2,402.02

Total Paving Material for a 36' paving, 40' caliche County Road **$ 75,196.27**

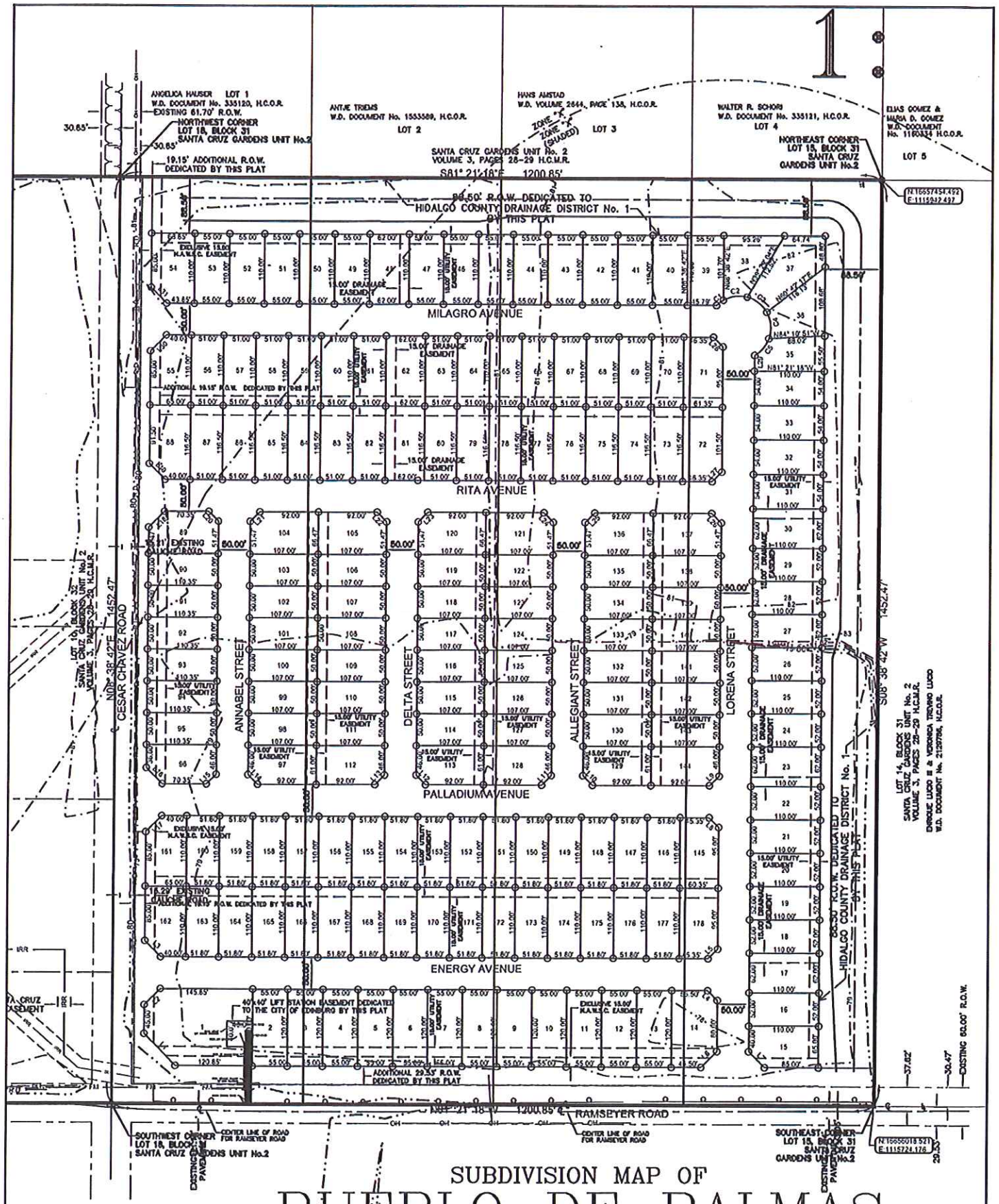
Fred L Kurth 6-4-14

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED PROFESSIONAL ENGINEER

Y:\Land Development\Residential\Edinburg\13084 - Pueblo de Palmas 15 & 16\13084.00 - Plat Dev-Report-General\Engineer's Estimates\Engineer's Estimate Cost Participation for Pueblo de Palmas 15 - 36 ft Paving 6-4-

115 W. McINTYRE • EDINBURG, TX 78541 • OFF: (956) 381-0981 • FAX: (956) 381-1839 • www.meldenandhunt.com
227 N. FM 3167 • RIO GRANDE CITY, TX 78582 • OFF: (956) 487-8256 • FAX: (956) 488-8591


Ramseyer Dr
1,450 L.F.
CESAR CHAVEZ ROAD
RAMSEYER ROAD
N



Y:\Land Development\Residential\Edinburg\13084.02-JGF Land Co-feasibility\13084.00 - Plat Dev-Report-General\AutoCad Files\DWG\Pueblo 15.dwg, 1/14/2014 2:01:44 PM, ciro,

AI-44850 **Precinct #4 19. A.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted For: Jesse Ozuna, Pct 4 **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Right of Way:
Authorization to proceed with Condemnation Proceedings on Alberta Drain Project Parcel 8- Idalia I. Ruiz

BACKGROUND

Project will utilize Urban County Funds.

Attachments

letter
title

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/04/2014 08:58 AM
Glinda Pacheco	Glinda Pacheco	06/13/2014 02:51 PM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Monica Badillo Started On: 06/03/2014 04:27 PM

Final Approval Date: 06/13/2014

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

January 9, 2014

Idalia I. Ruiz
1999 Temple Ave.
Unit J
Signal Hill, CA 90755

County: Hidalgo
GLO Project No.: 12-589-000-6887/DRS220068
From: Tower Road

Parcel: 8
Drainage Project: Alberta Drain
To: Val Verde Road

CERTIFIED MAIL, RETURN RECEIPT REQUESTED NO. **7011 2000 0001 9719 1412**

To Whom It May Concern:

In acquiring property for the drainage system of Hidalgo County's Urban County Program (the "County"), the Hidalgo County Right of Way Department (the "Department") follows a definite procedure for appraising the land needed and for handling personal negotiations with each owner. As has been or will be explained by the County's negotiator, a portion of your property located in the project area, as described in the enclosed property description, is to be acquired for the construction or improvement of the above-referenced drainage project.

We believe at this stage of the purchase process it is mutually beneficial to confirm that, based on an appraisal and appraisal review, the County is authorized to offer you **$14,642.00** for your property which includes **$7,115.00** for the property to be purchased and **$6,975.00** for damages to your remaining property. This amount is the total amount of just compensation for all interests in the portion of your property to be acquired, as determined in accordance with State law, less oil, gas and sulphur, subject to clear title being conveyed to the County. In accordance with State law, it is the policy of the Department to negotiate with the fee owner(s) of the real property with the understanding that you will, in turn, negotiate with any lessee or other party who may own any interest in the land or improvements, with the exception of public utility easements, which will be handled separately by the Department.

This offer to purchase includes the contributory values of the improvement(s) listed below, which are considered to be part of the real property. Since the improvement(s) must be removed, it is the policy of the Department to permit owners who convey voluntarily to the Department to thereafter retain the improvement(s), if they wish to do

so. The retention values shown below are the estimated amounts the improvement(s) would bring if sold on public bids. If you wish to retain title to any of the following improvement(s) and remove it (them) from the right of way, the amount of the above offer must be reduced by the appropriate retention amount(s). This option to retain the improvement(s) does NOT apply should it become necessary for the Department to acquire the real property by eminent domain.

BREAKDOWN

Land:

0.153 Acres @ $46,500.00 Per Acre (As Fee Simple)	$7,115.00

Improvement(s):

Chain Link Fence (260 LF x $8.50/LF @ 25% Depreciation	$866.00
1 Tree, Large x $600/each (unknown variety)	$600.00
5 Palm, Queen x $37/each	$185.00
6 Trees, Oak x $300/each	$1,800.00
11 Agave x $24/each	$264.00
3 Mexican Nopales x $150/each	$450.00
7 Mexican Nopales x $15/each	$105.00
5 Tecoma Stans x $120/each	$600.00
5 Trees x $50 (unknown variety)	$250.00
1 Cacti x $15/each	$15.00
4 Palm, Washingtonia x $150/each	$600.00
1 Bush x $60/each	$60.00
Miscellaneous – Plants, Bushes, and/or Trees	$200.00
1 Shed, Metal x $750 (@75% Depreciation)	$188.00
Total Improvements	$6,975.00

Total Estimated Value:	$14,090.00
Cost To Cure Damages:	$ 552.00
Total Offer:	**$14,642.00**

If you wish to accept the offer based upon this appraisal, please contact me as soon as possible, at (956) 383-3112, so that the process of issuing your payment may be started. If you are not willing to accept this offer, you may submit a written request for administrative settlement/counteroffer, setting forth a counteroffer amount and the basis for such amount, provided such settlement request is received in writing within 30 days from the date of this letter. *Please note that your opportunity to submit an administrative settlement shall be forfeited if such a settlement request is no received by the Department within the 30 day time deadline.*

In the event the condition of the property changes for any reason, the Department shall have the right to withdraw or modify this offer.

After the date of payment of the purchased price, or the date of deposit in court of funds to satisfy the award of compensation as determined through eminent domain proceedings to acquire real property, you will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the property for use by the County. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the real property to the Department and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property. Voluntary unnecessary expenses or expenses incurred. You may file a written request for review if you believe the Department failed to properly determine the eligibility for, or the amount of, incidental expenses to be reimbursed. There is no standard for on which to request a review of claim; however, the claim must be filed with this office within six (6) months after you are notified of the Department's determination on any claim for reimbursement.

You may be entitled to additional payments and services under the County's Relocation Assistance Program. It is emphasized, however, that any benefits to which you may be entitled under this program will be handled entirely separate from and in addition to this transaction. You will receive a brochure entitled "Relocation Assistance" which will inform you of eligibility requirements, payments and services which are available.

You have the right to discuss with others any offer or agreement regarding the Department's acquisition of the subject property, or you may (but are not required to) keep the offer or agreement confidential from others, subject to the provisions of Chapter 552, Government Code (the Public Records Act) as it may apply to the Department.

Attached is a copy of the County's brochure entitled "*Right of Way Purchase*" which we trust will give you a better understanding of the procedures followed by the Department in purchasing property. We respectfully request the opportunity to meet with you or to otherwise discuss and answer any questions you may have regarding the details of the type of facility to be built, or concerning the Department's offer or proposed purchase transaction. Also, please do not hesitate to contact me at the telephone number provided below regarding any question you may have.

Please see the enclosed copy of the Texas Landowner Bill of Rights

Sincerely,

Jesse Ozuna
Precinct 4 Right of Way Agent
(956) 383-3112

ENCLOSURES:
Appraisal Report(s)
Appraisal Review Report(s)
Landowner Bill of Rights
Brochure ("Right of Way Purchase")
Relocation Assistance

COMMITMENT FOR TITLE INSURANCE

Issued By

Chicago Title Insurance Company

SCHEDULE A

Effective Date: **April 18, 2013, 05:00 pm** GF No. **132359**

Commitment No. _____, issued **April 25, 2013, 01:32 pm**

1. The policy or policies to be issued are:

   (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
   (Not applicable for improved one-to-four family residential real estate)
   Policy Amount:
   PROPOSED INSURED: **County of Hidalgo, Texas**

   (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
   - ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
   Policy Amount:
   PROPOSED INSURED:

   (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)

   Policy Amount:

   PROPOSED INSURED:

   Proposed Borrower: **County of Hidalgo, Texas**

   (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
   Policy Amount:
   PROPOSED INSURED:
   Proposed Borrower:

   (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
   Binder Amount:
   PROPOSED INSURED:
   Proposed Borrower:

   (f) OTHER
   Policy Amount:
   PROPOSED INSURED:

2. The interest in the land covered by this Commitment is: **Fee Simple**

3. Record title to the land on the Effective Date appears to be vested in:
Tract 1: Idalia Iracema Garza and husband, Javier Garza and Isaias M. Garcia and wife, Yolanda Garcia, as their interest may appear.

Tract 2: Noe Garcia (if married spouse should join in the execution of documents).

4. Legal description of the land:
Tract 1:

A tract of land carved out of A 0.95 acre tract of land, more or less, out of the North 10.0 acres out of Lot 14, Block 53, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas, according to the map recorded in Volume 1, Pages 24-26, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes, and being more particularly described by metes and bounds as follows:

BEGINNING at the Northwest corner of Lot 14, for the Northwest corner hereof;

THENCE, East with and along the North line of Lot 14, a distance of 220.00 feet for the Northeast corner hereof;

THENCE, South along a line parallel to the West line of Lot 14, a distance of 190.0 feet for the Southeast corner hereof;

THENCE, West along a line parallel to the North line of Lot 14, a distance of 220.00 feet for the Southwest corner hereof;

THENCE, North with and along the West line of Lot 14, a distance of 190.0 feet to the POINT OF BEGINNING.

SAVE AND EXCEPT, A tract of land out of the North 10.0 acres out of Lot 14, Block 53, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas, according to the map recorded in Volume 1, Pages 24-26, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes, and being more particularly described by metes and bounds as follows:

BEGINNING at the point in the North line of said Lot 14 located 30 feet East of the Northwest corner of said Lot 14;

THENCE, East along and with said North line of a distance of 75 feet;

THENCE 90 degrees to the right South a distance of 75 feet;

THENCE 90 degrees to the right West a distance of 75 feet;

THENCE 90 degrees to the right North a distance of 75 feet to the POINT OF BEGINNING.

FURTHER SAVE AND EXCEPT, A tract of land out of the North 10.0 acres out of Lot 14, Block 53, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas, according to the map recorded in Volume 1, Pages 24-26, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes, and being more particularly described by metes and bounds as follows:

BEGINNING at the point within said Lot 14 located 30 feet East and 75 feet South of its Northwest;

THENCE, East a distance of 50 feet;

THENCE South a distance of 50 feet;

THENCE West a distance of 50 feet;

THENCE North a distance of 50 feet to the POINT OF BEGINNING.

Tract 2:

A tract of land carved out of a tract of land, more or less, out of the North 10.0 acres out of Lot 14, Block 53, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, Hidalgo County, Texas, according to the map recorded in Volume 1, Pages 24-26, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes, and being more particularly described by metes and bounds as follows:

BEGINNING at the point in the North line of said Lot 14 located 30 feet East of the Northwest corner of said Lot 14;

THENCE, East along and with said North line of a distance of 75 feet;

THENCE 90 degrees to the right South a distance of 75 feet;

THENCE 90 degrees to the right West a distance of 75 feet;

THENCE 90 degrees to the right North a distance of 75 feet to the POINT OF BEGINNING.

COMMITMENT FOR TITLE INSURANCE

Issued By

Chicago Title Insurance Company

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

   (DELETED)

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)

4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,

   a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or

   b. to lands beyond the line of harbor or bulkhead lines as established or changed by any government, or

   c. to filled-in lands, or artificial islands, or

   d. to statutory water rights, including riparian rights, or

   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

   (Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year **2012**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year _____ and subsequent years.")

6. The terms and conditions of the documents creating your interest in the land.

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy (T-2R). (Applies to Texas Short Form Residential Loan Policy (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

a. **Statutory easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 2.**

b. **Roads, easements and reservations as shown on the map and dedication of Alamo Land and Sugar Company Subdivision, recorded in Volume 1, Page 24-26, Map Records of Hidalgo County, Texas.**

c. **Easements for roadways and canal rights of way as shown by instrument dated December 24, 1920, recorded in Volume 122, Page 611 and dated March 2, 1926, recorded in Volume 220, Page 231, Deed Records of Hidalgo County, Texas.**

d. **Mineral and/or royalty reservation contained in deed dated March 9, 1976, recorded in Volume 1476, Page 175, Deed Records of Hidalgo County, Texas.**

Title to the herein described mineral interest not checked subsequent to date of aforesaid instrument.

e. **Subject to Life Estate in favor of Isaias M. Garcia and wife, Yolanda Garcia as reserved in instrument dated May 3, 2005, filed May 3, 2005 under Document Number 1467038, Official Records of Hidalgo County, Texas.**

f. **Subject to the subdivision regulations of the County of Hidalgo and/or Ordinances or governmental regulation of the City in which the property may be located or holding extra-territorial jurisdiction of said property.**

g. **Rights of parties in possession. (Owner's Policy Only)**

h. **Visible and apparent easements on or across the property herein described. (Owner's Policy Only)**

i. **Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.**

j. **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. (NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY.)**

k. **Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the insured against loss, if any, sustained under this policy if such liens have been filed with the County Clerk of Hidalgo County, Texas, prior to the date hereof.**

Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increases as each disbursement is made in good faith and without knowledge of any defects in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS OR REPAIRS AND LOAN PROCEEDS ARE FULLY DISBURSED).

l. **Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does guarantee that no such liens have been filed with the County Clerk of Hidalgo County, Texas, prior to the date hereof.**

Liability hereunder at the date hereof is limited to $_____. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the Insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy. (EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS).

COMMITMENT FOR TITLE INSURANCE

Issued By

Chicago Title Insurance Company

SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.

2. Satisfactory evidence must be provided that:

   a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,

   b. all standby fees, taxes, assessments and charges against the property have been paid,

   c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,

   d. there is legal right of access to and from the land,

   e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

3. You must pay the seller or borrower the agreed amount for your property or interest.

4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.

5. **Deed of Trust (Home Equity) executed by Javier Garza and wife, Idalia Iracema Garza to Corina Cortez, Trustee, dated September 11, 2009, filed September 15, 2009 under Document Number 2009-2035099 in the Official Records, Hidalgo County, Texas, securing the payment of one note of even date therewith in the principal sum of $38,559.22, executed by Grantor and payable to Citifinancial; and all the terms, conditions and stipulations contained therein, including, but not limited to, any additional indebtedness, if any, secured by said instrument.**

6. **Tract 2 is subject to:**

   A. Mechanic's Lien Contract executed by Noe Garcia to Miguel Cantu, Jr., dated February 7, 1983, recorded in Volume 288, Page 207, Mechanic's Lien Records of Hidalgo County, Texas, securing the payment of one note of even date therewith in the principal sum of $8,361.59, executed by Grantors and payable to the order of Miguel Cantu, Jr.. By attached Assignment, said note and lien were assigned to Elsa State Bank and Trust Company.

   B. We find the following 12 liens which may be against Noe Garcia, which are filed under Document Numbers: 949803, 2005-1557436, 2006-1670733, 2006-1702933, 2007-1713747, 2008-1935223, 2009-2022465, 2011-2196737, 2011-2228648, 2013-2402040, 2013-2402389 and 2013-2403407. (see attached sheets)

   These liens should be released or we should be furnished with satisfactory evidence that the defendant(s) named in these liens are not the same person.

   C. By instrument dated February 7, 1983, recorded in Volume 1825, Page 317, Deed Records of Hidalgo County, Texas, Isaias M. Garcia and wife, Yolanda Garcia, conveyed the property under examination unto Noe Garcia.

   We should be furnished evidence of the marital history and status of Noe Garcia. If said person is married we require the joinder of the spouse or an affidavit from the spouse disclaiming any homestead interest in the land. If any marriages have been terminated by death or divorce, at such time, we must determine the disposition of the property

being conveyed and possibly make additional requirements or exceptions.

7. **The enclosed Waiver of Inspection along with Affidavit of Debts and Liens should be executed and returned to this office.**

8. **Tax certificates should be furnished from State and County, Donna School District and Hidalgo County Irrigation District No. 2.**

9. **We find the following 2 liens which may be against Isaias M. Garcia, which are filed under Document Number: 2009-2004162 and 2010-2117899. (see attached sheets)**

These liens should be released or we should be furnished with satisfactory evidence that the defendant(s) named in these liens are not the same person.

10. **Bankruptcy proceedings are filed by or against:**

Isaias Meza Garcia, Social Security No. xxx-xx-1068, in the Brownsville Division under Cause No. 09-10396B13.

This company requires satisfactory evidence that the owner is not the same person or persons named in the bankruptcy proceedings. Otherwise, this company requires copies of the original petition in bankruptcy, and any schedules and orders of the court affecting the subject property, at which time this company reserved the right to require additional information, instruments or orders.

11. **We find the following 4 liens which may be against Yolanda Garcia, which are filed under Document Numbers: 2005-1489649, 2008-1948345, 2009-1990187 and 2013-2402805. (see attached sheets)**

These liens should be released or we should be furnished with satisfactory evidence that the defendant(s) named in these liens are not the same person.

12. **Bankruptcy proceedings are filed by or against:**

A. Yolanda Garcia, Social Security No. xxx-xx-5899, in the McAllen Division under Cause No. 09-70409M13.

B. Yolanda D. Garcia, Social Security No. xxx-xx-7773, in the McAllen Division under Cause No. 11-70838M13.

This company requires satisfactory evidence that owner is not the same person or persons named in the bankruptcy proceedings. Otherwise, this company requires copies of the original petition in the bankruptcy, and any schedules and orders of the court affecting the subject property, at which time this company reserved the right to require additional information, instruments or orders.

13. **We find the following 2 liens which may be against Idalia Iracema Garza, which are filed under Document Numbers: 2011-2213147 and 2011-2252263. (see attached sheets)**

These liens should be released or we should be furnished with satisfactory evidence that the defendant(s) named in these liens are not the same person.

14. **We find the following 26 liens which may be against Javier Garza, which are filed under Volume 3050, Page 348; and Document Numbers: 388946, 993046, 1000262, 1363321, 1368795, 1406970, 2007-1719510, 2007-1838263, 2008-1934168, 2008-1942935, 2010-2086234, 2010-2096883, 2010-2139712, 2010-2146316, 2010-2146384, 2010-2162438, 2011-2182362, 2011-2199786, 2011-2212344, 2011-2231526, 2011-2234206, 2011-2234393, 2011-2252263, 2012-2303365 and 2013-2402805. (see attached sheets)**

These liens should be released or we should be furnished with satisfactory evidence that the defendant(s) named in these liens are not the same person.

15. **Note as to Estimated Premium Amounts Disclosed on Schedule D:**

Schedule "D", item 3, discloses an estimated premium of title policy premiums and endorsements based upon information provided at the time the initial order is placed. If changes occur after the order is placed, it may affect the estimated amounts shown. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance. If you have any questions, please call the Exam Department at 956-383-2708 or email customerservice@valleylandtitleco.com.

Countersigned
Valley Land Title Co.

By _____
Authorized Signatory

COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. **132359** Effective Date: **April 18, 2013, 05:00 pm**

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. CHICAGO TITLE INSURANCE COMPANY, a Missouri Corporation

(a) The Shareholders owning or controlling, directly or indirectly, ten (10%), or more of the shares of Chicago Title Insurance Company: CHICAGO TITLE AND TRUST COMPANY, an Illinois Corporation

(b) The names of the Directors of Chicago Title Insurance Company:

Christopher Abbinante, John Wunderlich, Erika Meinhardt, Raymond R. Quirk, Burton J. Rain, Ernest D. Smith, Alan L. Stinson, Frank P. Willey and Thomas E. Evans

(c) The president, the executive or senior vice-president, the secretary and the treasurer of Chicago Title Insurance Company:

Chairman of the Board, President and Chief Executive Officer	Raymond R. Quirk
Senior Vice President	Christopher Abbinante
Vice President and Secretary	Todd C. Johnson
Vice President and Treasurer	Patrick G. Farenga

2. **AGENT: VALLEY LAND TITLE COMPANY, LTD. DBA VALLEY LAND TITLE CO.**

The following disclosures are made by the Title Insurance Agent issuing this commitment pursuant to Rule P-21.

A. Shareholders, owners and/or partners controlling one percent (1%) or more of the entity:
Alonzo Cantu and Valley Land Management Company, L.L.C.

B. Shareholders, owners and/or partners controlling ten percent (10%) or more of Valley Land Management Company, L.L.C.:
Alonzo Cantu

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owners Policy	**$238.00**
Loan Policy	**$100.00**
Endorsement Charges	**$229.00**
Other	**$0.00**
Total	**$567.00**

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company: 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount	To Whom	For Services

" *The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title. The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.	El seguro de título le asegura en relación a perdidas resultantes de ciertos riesgos que pueden afectar el título de su propriedad. El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y endenterlo complemente antes de la fecha para finalizar su transacción.

Your Commitment of Title insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

---**MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

---**EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the policy is issued, all Exceptions will be on Schedule B of the Policy.

---**EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

---**CONDITIONS** are additional provisions that qualify or limit you coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at (800) 442-4303 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

---Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

---Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

Arbitration is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

_____ _____

SIGNATURE DATE

Chicago Title Insurance Company

Premium Amount	Rate Rules	Property Type	County Code	Liability at Reissue Rate			
1	2	3	4	5	6	7	8
$567.00	**1200** **3210** **0010**	**40**	**215**				

Fidelity National Financial, Inc.

Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or
others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/
Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

VALLEY LAND TITLE CO.

PRIVACY POLICY NOTICE

Purpose of Notice:

Valley Land Title Co. respects the privacy of our customers' personal information, so we want you to know the ways in which we may collect and use non-public personal information ("personal information"). Our practices and policies are set out in this notice.

Types of Information We May Collect:

In the course of our business, the types of personal information that we may collect about you include:

- Information we receive from you or your authorized representative on applications and forms, and in other communications to us;
- Information about your transactions with us, our affiliated companies, or others;
- Information from consumer or other reporting agencies.

Use and Disclosure of Information:

We use your information to provide the product or service you or your authorized agent have requested of us.

We may disclose information to our affiliated companies and unrelated companies as necessary to service your transaction, to protect against fraudulent or criminal activities, when required to do so by law, and as otherwise permitted by law.

We do not share any personal information we collect from you with unrelated companies for their own use.

Protection of Your Personal Information:

We restrict access to personal information about you to those employees who need to know that information in order to provide products and services to you or for other legitimate business purposes. We maintain physical, electronic and procedural safeguards to protect your personal information from unauthorized access or intrusion.

Changes:

This notice may be revised in accordance with applicable privacy laws.

AI-45011 **Precinct #4** **19. B.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted For: Lulu, Pct 4 **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion and action to approve First Amendment between the County of Hidalgo,the Edinburg Consolidated Independent School District, City of McAllen and Hidalgo County Drainage District No.1; regarding Mile 17 1/2 Road Project

BACKGROUND

Attachments

amend

legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/12/2014 04:07 PM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Monica Badillo Started On: 06/12/2014 01:53 PM

Final Approval Date: 06/13/2014

STATE OF TEXAS §

COUNTY OF HIDALGO §

FIRST AMENDMENT TO AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO, THE EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, THE CITY OF McALLEN AND HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

This First Amendment to Interlocal Cooperation Agreement is made on the_____ day of_____ 2014, by and among Hidalgo County, Texas hereinafter referred to as "County", the Edinburg Consolidated Independent School District, hereinafter referred to as "ECISD", the City of McAllen hereinafter referred to as "McAllen" and the Hidalgo County Drainage District No. 1 hereinafter referred to as "Drainage District" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about April 2, 2014 County, ECISD, McAllen and Drainage District entered into an Amended and Restated Interlocal Cooperation Agreement ("Interlocal Agreement") regarding improvements to a portion of Mile 171/2 Road; and

WHEREAS, the parties hereto now desire to amend the Interlocal Agreement as hereinafter provided.

NOW THEREFORE, for and in consideration of the tasks performed by the parties hereto and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed upon First Amendment to the Interlocal Agreement, the parties hereto hereby agree to the following amendment to the Interlocal Agreement:

1. The following shall be added as the last sentence of numbered paragraph 2:

   > County shall pay to Drainage District the labor only cost to install the 60 inch drainage storm sewer pipe for the Project.

2. The first sentence of numbered paragraph 3 of the Interlocal Agreement is deleted in its entirety and the following is inserted in lieu thereof:

   > McAllen agrees to contribute to County within ten (10) days from the execution of this First Amendment, a fixed amount of Four Hundred Ninety One Thousand Five Hundred Seventy Eight and no/100ths dollars ($491,578.00) for the Project.

3. The second sentence of numbered paragraph 4 shall be deleted in its entirety and the following substituted in lieu thereof:

> ECISD further agrees to reimburse Drainage District at Drainage District's cost for all expenses incurred by Drainage District in the preparation of bids and all expenses incurred by Drainage District from the successful bidder to construct the canal siphon,200 feet of road construction crossing the Hidalgo County Irrigation District # 1 canal right of way in the ECISD portion and ECISD shall pay the cost of and provide all engineering plans and specifications to County and/or Drainage District for the design of the placement of the 60 inch drainage storm sewer pipe for the Project.

4. Except as modified herein all terms and conditions of the Interlocal Agreement as amended, remain in full force and effect and the parties here to ratify and confirm the terms and provisions of the Interlocal Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: _____
Juan "Sonny" Palacios, President, Board of Trustees

ATTEST:

_____
Jaime R. Solis, Secretary, Board of Trustees

CITY OF McALLEN, TEXAS

By: _____
Jim Darling, Mayor

ATTEST:

_____
Annette Villarreal, City Secretary

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By: _____
Ramon Garcia, Chair, Board of Directors

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

Zimbra **maria.lucio@co.hidalgo.tx.us**

Fwd: First Amendment to multiple parties regarding Mile 17.5 Road

From : Steven Cruz <steven.cruz@co.hidalgo.tx.us> Thu, Jun 12, 2014 09:17 AM

Subject : Fwd: First Amendment to multiple parties regarding Mile 17.5 Road 2 attachments

To : Maria Lucio <maria.lucio@co.hidalgo.tx.us>

Please proceed to place on agenda. And can you forward to Sylvia

Begin forwarded message:

From: Raul Sesin <raul.sesin@co.hidalgo.tx.us>
To: Godfrey Garza <g.g@hcdd1.org>, Roberto Estrada <r.estrada@ecisd.us>
Cc: Steve Cruz <steven.cruz@co.hidalgo.tx.us>
Subject: Fwd: First Amendment to multiple parties regarding Mile 17.5 Road

Please review the proposed amendment and provide comments by tomorrow morning at 9 am (legal counsel will be leaving town at 11 am) so we can place it on commissioners court by Tuesday.

Thank you.

Raul E. Sesin, PE
Sent from my iPhone
956-566-1974

Begin forwarded message:

From: "Stephen L. Crain" <scrain@atlashall.com>
To: 'Raul Sesin' <Raul.Sesin@co.hidalgo.tx.us>
Cc: 'Steven Cruz' <steven.cruz@co.hidalgo.tx.us>
Subject: First Amendment to multiple parties regarding Mile 17.5 Road

Attached is the revised First Amendment regarding Mile 17.5 Road Agreement. If you have any questions, please call our office.
Thank you,
Marynel Trevino, Secretary for

Stephen L. Crain & J. Joseph Vale
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com

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

Atlas Hall Rodriguez **image001.jpg**
5 KB

First Amendment to County ECISD, City of McAllen and HCDD#1 Agreement 17.5 Mile Rd..pdf
637 KB

AI-44960 **Precinct #4 19. C.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted For: Comm. J. Palacios **Submitted By:** Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

Pct. #4- Emergency Service Facility (1301):
1. Approval of Certification of Revenues as certified by the County Auditor for the Emergency Service Facility Project in Linn San Manuel.

2. Approval of 2014 appropriation of funds for the Emergency Service Facility Project in the amount of $250,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1301-419-40-124-136-0-720

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

BUDGETARY IMPACT:

Approval of 2014 appropriation of funds in the amount of $250,000.00 for the Emergency Service Facility in Linn San Manuel (ESD #3).

4-1301-202-00-000-003-0-000

Attachments

Interlocal-ESD #3

BA

cor

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/12/2014 03:50 PM
Glinda Pacheco	Glinda Pacheco	06/13/2014 04:43 PM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Veronica Lopez Started On: 06/10/2014 12:11 PM

Final Approval Date: 06/13/2014

STATE OF TEXAS §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 3

This Agreement is made on this the 3rd day of June, 2014, by and between the HIDALGO COUNTY, TEXAS, hereinafter referred to as "County", and HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 3. hereinafter referred to as "District", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, County, through Precinct No. 4 plans to construct a county facility in the Linn-San Manuel area, for the provision of fire protection (the "Facility");

WHEREAS, District desires to locate District's contracted ambulance provider's ambulance within a vehicle bay of the Facility (the "Project");

WHEREAS, District has committed the amount of Two Hundred Fifty Thousand Dollars and no/100ths ($250,000.00) to be used for the construction of the Facility; and

WHEREAS, District and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code Sec. 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

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

1. District has or will contribute to County the sum of Two Hundred Fifty Thousand and no/100ths Dollars ($250,000.00) to be used by County to construct the Facility.

2. County will permit the parking of one (1) ambulance by District's ambulance provider at the Facility provided District provides County in writing acceptable to County the designation of its contract ambulance provider together with proof of insurance acceptable to County of its contracted ambulance provider.

3. This Agreement is effective on the date on which the last party to this Agreement executed the Agreement.

4. The County agrees it is in its best interest to provide such assistance to District as described herein, as such ambulance service provides benefits to the residents of the Linn San Manuel area.

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

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

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

8. **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.

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

If to District:	Hidalgo County Emergency Services District No. 3 Attention: Board President P. O. Box 3489 Edinburg, Texas 78539
If to County:	Hidalgo County Attention: County Judge P. O. Box 1356 Edinburg, Texas 78540
With Copy to:	Joseph Palacios, Commissioner, Precinct No. 4 1051 Doolittle Road Edinburg, Texas 78539

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

10. **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.

11. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns where permitted by this Agreement.

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

13. **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.

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

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

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

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

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 3

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of Emergency Services District No. 3 desire to locate its contracted ambulance provider's ambulance within a vehicle bay of the Facility the County will construct (the "Project"). District will contribute the sum of $250,000.00 towards the construction of the Project. County agrees it is in its best interest to accept such contribution as described herein, as such ambulance service provides benefits to the residents of the Linn San Manuel area.

By vote on June 3, 2014, the Hidalgo County Commissioners Court has approved the Project identified above.

By: Ramon Garcia
Ramon Garcia, County Judge

ATTEST:

APPROVED BY COMMISSIONERS' COURT ON: 6/3/14

By:
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By:
Stephen L. Crain

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

HIDALGO COUNTY

By: Ramon Garcia
Ramon Garcia, County Judge
APPROVED BY COMMISSIONERS' COURT ON: 6/3/14

ATTEST:
Arturo Guajardo, Jr., County Clerk

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT NO. 3

By:
Rudy Zamora, Board President

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

Stephen L. Crain

DATE: June 11, 2014

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Pct. #4 Emergency Service Facility

2014
Appropriation
AI- 44960

ACCOUNT NUMBER: 4-1301-419-40-124-136-0-720

Contact Person: Veronica Lopez **Ph#** (956) 383-3112 Ext. 4019

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
4-1301-419-40-124-136-0-720	Pct4 Emergency SRVC- Linn-San Manuel- Bldg	$250,000.00
4-1301-337-00-124-001-0-000	Capital Outlay- ESD #3 -Pct 4 Emerg EMEMG SRV	$250,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**250,000.00**

REASON: Appropriation of funds in the amount of $250,000.00 to fund the Pct. 4 Emergency Service Facility.

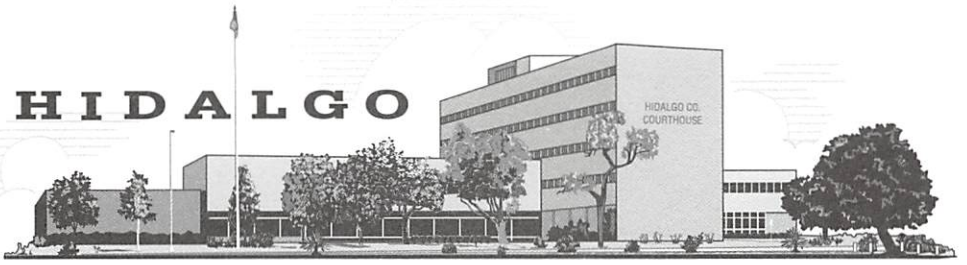
DEPARTMENT HEAD SIGNATURE

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

June 16, 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 Hidalgo County Emergency Services District No. 3 for Linn-San Manuel Emergency Facility in the amount of $250,000.00 for Precinct 4. 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

6-16-14
Date

THE COUNTY OF HIDALGO

AI-45032 **Precinct #4 19. D.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted For: Lulu, Pct 4 **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Supplemental Agreement No. 1 to Master Multiple Use Agreement between the State of Texas and Hidalgo County for the Linn-San Manuel Beautification Project (US 281 to SH 186)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1301-419-40-124-136-0-720

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

BUDGETARY IMPACT:

Available balance as of 6-13-14 $1,108,385.13

Pending to be appropriated $250,000 (AI# 44960)

Attachments

Supp Agree
email
email legal
bridge
exhibit C

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/13/2014 09:21 AM
Manuel Chapa	Manuel Chapa	06/13/2014 05:23 PM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Monica Badillo Started On: 06/12/2014 05:00 PM

Final Approval Date: 06/13/2014

SUPPLEMENTAL AGREEMENT NUMBER 1
TO MASTER MULTIPLE USE AGREEMENT
BETWEEN THE STATE AND HIDALGO COUNTY
FOR THE LINN-SAN MANUEL BEAUTIFICATION PROJECT (US 281-SH186)

STATE OF TEXAS §

COUNTY OF TRAVIS §

This agreement supplements the previously executed Master Multiple Use Agreement for construction, maintenance, and operation of the Linn-San Manuel Beautification Project (US 281-SH 186) on the Texas Department of Transportation right-of-way, in Hidalgo County, dated the 5th day of March, 20 13, by and between the Texas Department of Transportation, hereinafter referred to as "State" and Hidalgo County, hereinafter referred to as County. The effective date of this Supplemental Agreement is that date on which the State affixed its signature.

WITNESSEETH

WHEREAS, County has requested the State to permit the construction, maintenance, and operation, of the Linn-San Manuel Beautification Project , located within State right-of-way on US 281 and SH 186, Control 0255 Section 07 in County, and being more particularly described in the exhibits attached hereto and made a part hereof; and

WHEREAS, the State is willing to approve the establishment of such facilities as evidenced by the execution of the County's existing Master Agreement with the State.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be respectively kept and performed as set forth in the Master Agreement; County is hereby granted permission for construction, maintenance, and operation of the Linn-San Manuel Beautification Project on State right-of-way on US 281

and SH 186 in Hidalgo County, Texas, as more particularly described in the attached exhibits, to wit:

A. Exhibit A – site map;
B. Exhibit B – site plan (from plan set);`
C. Exhibit C – Plans and Specifications; and
D. Exhibit D – TXDOT Form No. 1560, Certificate of Insurance.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the _____ day of _____, 20____, and the State on the _____ day of _____, 20___.

STATE OF TEXAS

Certified as being executed for the purpose of activating and/or carrying out the orders, established policies, or work programs heretofore approved by the Texas Transportation Commission.

By: _____

Signature

Ramon Garcia

Printed Name

County Judge

Title

By: _____

Signature

F. Howard Holland, P.E.

Director, Maintenance Division

APPROVAL RECOMMENDED:

By: _____

District Engineer

_____

Printed Name

_____

Date

Zimbra **maria.lucio@co.hidalgo.tx.us**

RE: Supplemental for MUA (US 281-SH 186)

From : Juan Sustaita <Juan.Sustaita@txdot.gov> Thu, Jun 12, 2014 09:26 AM
Subject : RE: Supplemental for MUA (US 281-SH 186)
To : Maria Lucio <maria.lucio@co.hidalgo.tx.us>
Cc : Jesus Ozuna <jesus.ozuna@co.hidalgo.tx.us>

Lulu,

TxDOT has reviewed the Supplemental MUA sent to our office on June 9, 2014. You may proceed with the process as discussed. Let me know if you have any questions.

From: Maria Lucio [mailto:maria.lucio@co.hidalgo.tx.us]
Sent: Monday, June 09, 2014 11:45 AM
To: Juan Sustaita
Cc: Jesus Ozuna
Subject: Supplemental for MUA (US 281-SH 186)
Importance: High

Good Morning Juan,

The following is the draft Supplemental Agreement for MUA (US 281-SH 186) for your review. Should you need anything else please let me know, thank you!

Sincerely,
Maria (Lulu) Lucio
Program Manager
Hidalgo County Precinct #4
Ph:956-292-7000 Ext. 4026
Fax:956-381-5905
maria..lucio@co.hidalgo.tx.us

Don't mess with Texas® means don't litter.



Zimbra **maria.lucio@co.hidalgo.tx.us**

RE: Supplemental for MUA (US 281-SH 186)

From : Steve Crain <scrain@atlashall.com> Wed, Jun 11, 2014 03:55 PM
Subject : RE: Supplemental for MUA (US 281-SH 186)
To : 'Maria Lucio' <maria.lucio@co.hidalgo.tx.us>

The agreement is fine and the signatory should be the County Judge.

From: Maria Lucio [mailto:maria.lucio@co.hidalgo.tx.us]
Sent: Wednesday, June 11, 2014 3:31 PM
To: Stephen L. Crain
Cc: Jesus Ozuna; Martha Salazar; Leticia H. Saenz; Darlene H. Betancourt; Rudy Salinas
Subject: Fwd: Supplemental for MUA (US 281-SH 186)
Importance: High

Good Afternoon Mr. Crain,

Please review and approve, attached hereto Supplemental to Multiple Use Agreement with TXDOT for "US 281-SH186 Beautification Project" - Pct 4. We would also like to know if the name on the form should be Commissioner Joseph Palacios' or County Judge Ramon Garcia's.

Please advise if the supplemental is correct to proceed with so, as to place on the next CC agenda for final approval.

Sincerely,
Maria (Lulu) Lucio
Program Manager
Hidalgo County Precinct #4
Ph:956-292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
Cc: "Jesus Ozuna" <jesus.ozuna@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>, "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>

Sent: Monday, June 9, 2014 2:32:58 PM
Subject: Re: Supplemental for MUA (US 281-SH 186)

Ms. Lulu:
You will need to have Mr. Crain review your drafts as he will need to review and sign off as approved as to form. I would pose the question to him about the name on the form (should it be Commissioners). I compliment you on the draft.
Yours truly,
Marty S.

From: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Jesus Ozuna" <jesus.ozuna@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>, "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
Sent: Monday, June 9, 2014 2:05:48 PM
Subject: Re: Supplemental for MUA (US 281-SH 186)

Hi Marty,

I asked Jesse earlier and he had mentioned to put his name but I can still change it to state Commissioner. Thank you for your help, have a great afternoon!

Sincerely,
Maria (Lulu) Lucio
Program Manager
Hidalgo County Precinct #4
Ph:956-292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
Cc: "Jesus Ozuna" <jesus.ozuna@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>, "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
Sent: Monday, June 9, 2014 2:03:23 PM
Subject: Fwd: Supplemental for MUA (US 281-SH 186)

Ms. Lulu:
My only comment would be that the supplemental agreement contains a line which

denotes the name of Jesse Ozuna. Is that because Comm. Joseph wants it that way or should it be with Commissioner's name?
It would seem that it should be Pct. Commissioner's name.
Yours truly,
Marty S.

From: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Jesus Ozuna" <jesus.ozuna@co.hidalgo.tx.us>
Sent: Monday, June 9, 2014 11:54:32 AM
Subject: Supplemental for MUA (US 281-SH 186)

Good Morning Marty,

The following is the draft Supplemental Agreement for MUA (US 281-SH 186) for your review. I will need to get a current copy of our Certificate of Insurance as a requirement for the supplemental (Copy I have expired 01/01/14). Should you need anything else please let me know, thank you!

Sincerely,
Maria (Lulu) Lucio
Program Manager
Hidalgo County Precinct #4
Ph:956-292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

THIS SITE PLAN IDENTIFIES THE LOCATION OF THE MONUMENT AND PROPOSED LIGHTING IMPROVEMENTS. THIS PLAN SHALL NOT BE INTERPRETED AS A DESIGN AND OR CONSTRUCTION PLAN FOR THE LIGHTING PORTION OF THE PROJECT. THE LIGHTING IMPROVEMENTS WILL BE DESIGNED BY AN ELECTRICAL ENGINEER.

US 281(360.0' ROW)

R25'
R45'
R25'
R25'

M.F. KLOSE
VOL 1054, PG 690-692 D.R.

APPROX. LOCATION OF
EXISTING TENN. GASLINE
EASEMENT VOL 610 PG 610 D.R.

54'
20'
20'
5'

24" pipe safetyend fl
62.44

60'

3-24" Culvert Crossings

APPROX. LOCATION OF
EXISTING FENCE

50.00'

7.0' Walking Trail

Guard Rails

PARK MONUMENT
PAD

Conc. Slab

58'

50.00'

STOP

24" pipe safetyend fl
63.56

51' RD

R25'
R25'

SH 186(100.0' ROW)

APPROX. LOCATION OF
AN EXISTING WATERLINE

FRESH WATER FARMS
SUBDIVISION No 3
VOL 9, PG 55 M.R.

N

HIDALGO COUNTY
PLANNING DEPARTMENT
1304 S. 25 TH. STREET
EDINBURG TX. 78539
TEL: (956) 318-2840 ★ FAX: (956) 318-2844
www.co.hidalgo.tx.us
RAUL E. SESIN, P.E., C.F.M.
PLANNING ADMINISTRATOR

COMMISSIONER
JOSHEPH PALACIOS
HIDALGO COUNTY PCT 4
DRAINAGE IMPROVEMENTS
PROJECT

SAN MANUEL PROJECT
(US 281 AND SH 186)
SITE IMPROVEMENT PLAN
Revised

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF PRELIMINARY REVIEW AND COMMENTS UNDER THE AUTHORITY OF RAUL E. SESIN P.E. 86374 ON 06/04/14
IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, AND/OR PERMIT PURPOSES.

SCALE:	1"=100'
DRAWN BY:	CYNTHIA PEREZ
CHECKED BY:	RAUL E. SESIN
TOPY BY:	EDGAR ISIDRO
SHEET:	S-1

Drawing: I:\PCT 4\San Manuel Project\San Manuel Monument bridge 6.3.14.dwg) Plotted by: cynthia.perez
Layout Tab: PROP. LIGHT N FENCE Date: 06/04/2014 Time: 10:15:13 AM

Exhibit C – Plans and Specifications

Project consists of the construction of a monument to include but not limited to monument slab stone work, sealant for monument stone work, project description/historic description cast-aluminum sign, custom base for cast aluminum sign, crushed granite walking trail with cement borders, wood railing for walking trail over bridge, bridge over existing drainage system for walking trail, small stone for bridge siding to serve as rip rap, all landscaping, irrigation, county equipment staging area, fencing, flag poles, lighting and any items required as they relate to the project completion.

AI-44864 **HIDTA - Task Force 20. A.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted For: Rene Guerra, Criminal District Attorney **Submitted By:** Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

Requesting approval to pay annual service fee to Regional Organized Crime Information (ROCIC) in the amount of $150.00 (requisition#258084) for the Hidalgo County HIDTA Task Force, with the authority for the County Treasurer to issue a check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

ROCIC is a Regional Information Sharing System database that provides resources that directly impact law enforcement's ability to successfully resolve criminal investigations.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1252-412-00-270-012-0-xxx

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

BUDGETARY IMPACT:

Funds available through requsition #258084.

Attachments

invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/04/2014 04:10 PM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Nelda Olivarez Started On: 06/04/2014 01:13 PM

Final Approval Date: 06/13/2014

Log # 00258084

ROCIC
545 MARRIOTT DR
STE 850
Nashville, TN 37214
FED ID # 62-1046640

Invoice

Hidalgo Co. HIDTA Task Force
PO Box 5719
McAllen, TX 78502

Invoice Number: 0032534-IN

Invoice Date: 6/1/2014

Customer Number: 0005646

Billing Contact: dmunoz@stx.hidta.net

Terms: DUE JULY 1, 2014

Item Code	Description	UM	Quantity	Price	Amount
14-15 SF FED	JUL 2014-JUN 2015 Service Fee				150.00
	http://www.rocic.com/training/payment/order.aspx?v=150&i=5646-32534				

Net Invoice: 150.00

Invoice Total: 150.00

Please return the portion below with your payment.

Remit to:
ROCIC
545 Marriott Drive Ste 850
Nashville, TN 37214

Invoice Number: 0032534-IN

Customer Number: 0005646

Check Number _____

Sonya Lopez

From: Dora Munoz
Sent: Wednesday, June 04, 2014 10:23 AM
To: Sonya Lopez
Cc: Nelda Olivarez; Chris Yates
Subject: FW: 2014-2015 ROCIC Service Fee Invoice for Hidalgo Co. HIDTA Task Force
Attachments: 000005646_AR_0032534IN_20140601_000.PDF

Dora L Muñoz
Commander
Hidalgo County Criminal District Attorney H.I.D.T.A Task Force PO Box 5719 McAllen, TX 78502
956-381-0444 (tel)
956-381-8722 (fax)

WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Hidalgo County Criminal District Attorney HIDTA Task Force. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520.

-----Original Message-----
From: invoicing@rocic.riss.net [mailto:invoicing@rocic.riss.net]
Sent: Monday, June 02, 2014 5:27 PM
To: dmunoz@stx.hidta.net
Subject: 2014-2015 ROCIC Service Fee Invoice for Hidalgo Co. HIDTA Task Force

Hidalgo Co. HIDTA Task Force:

As a member agency of the Regional Organized Crime Information Center (ROCIC), your agency has agreed to pay an annual service fee, due July 1 of each year. Attached is the invoice for your 2014-2015 ROCIC Service Fee.

Please remit your payment to ROCIC at the address listed below.

If you have any questions, please contact us.

Thank you.

ROCIC
545 Marriott Drive, Ste 850
Nashville, TN 37214-5019
(800) 238-7985 ext. 534
Fax: (615) 234-5434
invoicing@rocic.riss.net

RISS—A Proven Resource for Law Enforcement

www.riss.net

AI-44754 **Budget and Management 21. A.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted For: Sergio Cruz **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Sanitation Program

1. Consideration, discussion and approval to develop and implement one or more of the following Sanitation Program Models:

   A. Exclusive Service Agreement
   B. Non-exclusive Service Agreement(s).
   C. Permit User Fee

2. Approval of resolution to implement service agreement(s), if applicable.
3. Approval of order to access permit user fee, if applicable.

BACKGROUND

Attachments

legal

order

resolution

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	06/13/2014 04:58 PM
Budget & Management	Debbie Tamez	06/13/2014 05:05 PM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Sylvia Solis Started On: 05/28/2014 01:16 PM

Final Approval Date: 06/13/2014

Zimbra **sylvia.solis@co.hidalgo.tx.us**

Waste Management System

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Fri, Jun 13, 2014 03:33 PM

Subject : Waste Management System

To : sylvia solis <sylvia.solis@co.hidalgo.tx.us>

Cc : 'Rey Salazar' <rey.salazar@co.hidalgo.tx.us>, 'Sergio Cruz' <sergio.cruz@co.hidalgo.tx.us>, 'Erika Reyna' <erika.reyna@co.hidalgo.tx.us>, josephine ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

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

Ms. Solis,

Our office has reviewed the proposed draft Hidalgo County Resolution and Hidalgo County Order for fee, regarding County Waste Management, and at this time approve as to form. It is our understanding that the Commissioner's Court will provide further direction regarding how to proceed with a County Waste Management system. Pending further direction, our office shall review final draft.

Thank you for your time and consideration.

Victor M. Garza
Assistant District Attorney
County Affairs Section
Office of the District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

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

AN ORDER CREATING A SOLID WASTE PROGRAM AND ASSESSMENT OF FEES FOR RESIDENTS OF HIDALGO COUNTY AND PROVIDING CRIMINAL PENALITIES

Be it **ORDERED** and **APPROVED** by the Commissioners Court of Hidalgo County, Texas.

SECTION 1. GENERAL PROVISIONS AND FINDINGS

WHEREAS, the Hidalgo County Commissioners Court has both the responsibility and the authority to protect the health, safety and welfare of the citizens of Hidalgo County, Texas; and

WHEREAS, a county may appropriate and spend money from its general revenues to manage solid waste and to administer a solid waste program may charge reasonable fees for those services pursuant to 361.153 of the Texas Health and Safety Code; and

WHEREAS, the Commissioners Court hereby finds that a system for the issuance of solid waste disposal permits and fees must be established in order to preserve and protect the public health and safety of the residents in Hidalgo County and that only residents of Hidalgo County are permitted to carry solid waste to a Hidalgo County solid waste disposal facility, and that appropriate fines be assessed for violations, to wit:

The Court finds that it is necessary to require a solid waste permit which shall be displayed on any vehicle carrying solid waste to a Hidalgo County solid waste disposal facility, and each individual permit issued shall correspond to a specific vehicle; and

The Court finds it is necessary to assess a twenty five dollar ($25.00) solid waste permit quarterly fee for each individual vehicle carrying solid waste to a Hidalgo County disposal facility which will be valid for a period of three (3) months from the date of purchase; and

The Court finds that any person disposing of solid waste at a Hidalgo County disposal facility without a required solid waste permit should be assessed a fine;

SECTION 2. SUBSTANTIVE PROVISIONS AND DEFINITIONS

For the above reasons, and pursuant to the provisions of Section 361.153 of the Texas Health and Safety Code, the Hidalgo County Commissioners Court hereby

ORDER, RESOLVES and **ESTABLISHES** the following **ORDER:**

IT IS ORDERED that in order to dispose of solid waste at a Hidalgo County solid waste disposal facility you must be a Hidalgo County resident with a valid Solid Waste Permit displayed on the vehicle transporting or carrying the solid waste. A Solid Waste Permit is required for each individual vehicle transporting or carrying waste to a Hidalgo County solid waste disposal facility, and each permit issued shall be registered to a specific vehicle's VIN number. It will be a violation of this order to submit a permit registered to another vehicle which is not the vehicle transporting or carrying the solid waste. A quarterly fee of twenty five ($25.00) will be assessed for each permit

issued and will be valid for three (3) months from the date of purchase. Proper identification documents must be presented before a permit will be issued.

DEFINITIONS IN THIS ORDER:

1. "Solid waste" means garbage, rubbish, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. Texas Health & Safety Code § 361.003.

2. "Solid waste facility" means all contiguous land, including structures, appurtenances, and other improvements on the land, used for processing, storing, or disposing of solid waste. The term includes a publicly or privately owned solid waste facility consisting of several processing, storage, or disposal operational units such as one or more landfills, surface impoundments, or a combination of units. Texas Health & Safety Code § 361.003.

OTHER PROVISIONS

See Exhibit A.

SECTION 3. IDENTIFICATION DOCUMENTS

One of the following identification documents will be required to show proof of residency in Hidalgo County before a permit will be issued pursuant to this order:

1. A valid Texas Driver's license showing a Hidalgo County physical residence address;

2. A valid voter registration card authorizing resident to vote in Hidalgo County, Texas;

3. A valid Texas Personal Identification Card showing a Hidalgo County physical residence address;

4. A valid United States Passport showing Hidalgo County physical residence address;

5. A valid United States Military Identification Card showing a Hidalgo County physical residence address.

6. A copy of a utility bill showing a Hidalgo County physical residence address.

A post office box will be insufficient to show residency in Hidalgo County.

The following vehicle identification will also be required before a permit will be issued:

1. A copy of the vehicle registration indication VIN number and License Plate number; or

2. Other evidence of ownership of vehicle if not evident on registration.

SECTION 4. LOCATIONS TO ACQUIRE PERMITS

Hidalgo County Commissioner Pct. 1
Administration Office
1902 Joe Stephens Ave. Ste. 101
Weslaco, TX 78599

Hidalgo County Commissioner Pct. 2
Administration Office
300 W. Hall Acres Suite G
Pharr, TX 78577

Hidalgo County Commissioner Pct. 3
Administration Office
724 North Breyfogle
Mission, TX 78574

Hidalgo County Commissioner Pct. 4
Administration Office
1051 N. Doolittle Rd.
Edinburg, TX 78542

SECTION 5. CIVIL PENALTY

Disposal of solid waste at any of the Hidalgo County solid waste disposal facilities without a valid solid waste permit properly displayed or in violation of any other provision of this order may result in civil penalties. Any complaints may be reported to the Hidalgo County Constable's Office(s) in order to conduct an investigation and will then be referred to the Office of the Criminal District Attorney.

SECTION 6. SEVERABILITY

If any portion of this order is deemed to be in violation of the statutes of the constitution of this state of the United States by a court of competent jurisdiction, said portion shell be severed, and the remaining portions of the order shall remain in full force and effect.

SECTION 7. EFFECTIVE DATE

This order shall become effective immediately upon adoption.

Read and adopted this _____ day of _____, 2014, by a vote of _____ ayes and _____nays.

_____
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

RESOLUTION

Consideration and Adoption of a Resolution Implementing the Solid Waste Management Provisions of Health & Safety Code Chapter 364 in Hidalgo County

WHEREAS, Illegal dumping of solid waste is a public health nuisance in the rural areas of Hidalgo County; and

WHEREAS, Hidalgo County is committed to ensuring public health and safety and reducing the amount of illegal dumping in the County; and

WHEREAS, Many residents in the unincorporated areas of the County do not have access to cost-effective solid waste collection services; and

WHEREAS, The State of Texas has enacted Health & Safety Code Chapter 364 authorizing public agencies to require mandatory solid waste collection; and

WHEREAS, It is recommended that the County adopt a policy implementing the solid waste management provisions of Health & Safety Code Chapter 364 at the local level and undertake the necessary steps to provide mandatory solid waste collection in the unincorporated areas; and

Now, therefore, be it RESOLVED that the Hidalgo County Commissioners Court does hereby resolve to implement the solid waste management provisions of Health & Safety Code Chapter 364 and directs County staff to develop an order requiring mandatory collection of solid waste in the unincorporated areas of the County and to enter into negotiations with vendor(s) to provide solid waste collection services in the unincorporated areas of the county. If further finds that the court may regulate solid waste collection, handling, storage and disposal in certain areas of the Hidalgo County and finds that it is necessary to preserve and protect the public health and safety of the residents of Hidalgo County.

Approved this 17th day of June, 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-45041 **Purchasing Department 22. A. 1.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted For: Martha L. Salazar, HC-PA **Submitted By:** Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of the bids received for the purpose of awarding (Primary & Secondary contracts) to the responsible vendors submitting the lowest and best bids for: Bulk Fuel On-Off Highway Diesel Fuel Products:

Primary bid award and contract _____;

Secondary bid award and contract _____.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Each department is responsible for the budgeting of funds for this expenditure.

Attachments

tab

part log

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/13/2014 04:07 PM
Budget & Management	Debbie Tamez	06/13/2014 04:27 PM
Auditor's Office	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Yvette Islas Started On: 06/13/2014 09:50 AM

Final Approval Date: 06/13/2014

BULK GASOLINE ON-OFF HIGHWAY DIESEL FUEL PRODUCTS
BID COMPARISON BY PARTICIPATING VENDORS:

RFB № 2014-014-05-28-YSS

OPTION I-DELIVERY OF FUEL TO H.C. SITES (BULK FUEL):

ITEM:		VENDOR: ARGUINDEGUE OIL	VENDOR: GOLD STAR PETROLEUM
UNLEADED REGULAR GASOLINE		**UNIT PRICE**	**UNIT PRICE**
OPIS PRICE		$2.9735	$2.9735
STATE TAX		.2000	.2000
MARGIN OF PROFIT:	Transport Delivery	.0639	.0616
	Bobtail Delivery	.1087	.1067
TOTAL PRICE PER GALLON	Transport Delivery	$3.2374	$3.2351
	Bobtail Delivery	$3.2822	$3.2802

UNLEADED MID-GRADE GASOLINE		**UNIT PRICE**	**UNIT PRICE**
OPIS PRICE		$3.0746	$3.0746
STATE TAX		.2000	.2000
MARGIN OF PROFIT:	Transport Delivery	.0639	.0616
	Bobtail Delivery	.1087	.1067
TOTAL PRICE PER GALLON	Transport Delivery	$3.3385	$3.3362
	Bobtail Delivery	$3.3833	$3.3813

UNLEADED PREMIUM GASOLINE		**UNIT PRICE**	**UNIT PRICE**
OPIS PRICE		$3.3325	$3.3325
STATE TAX		.2000	.2000
MARGIN OF PROFIT:	Transport Delivery	.0639	.0616
	Bobtail Delivery	.1087	.1067
TOTAL PRICE PER GALLON	Transport Delivery	$3.5964	$3.5941
	Bobtail Delivery	$3.6412	$3.6392

OPTION I-DELIVERY OF FUEL TO H.C. SITES (DIESEL FUEL):ITEM:

		VENDOR: ARGUINDEGUE OIL	VENDOR: GOLD STAR PETROLEUM
LOW SULFUR DIESEL		**UNIT PRICE**	**UNIT PRICE**
OPIS PRICE		NOT AVAILABLE	NOT AVAILABLE
STATE TAX			
MARGIN OF PROFIT:	Transport Delivery		
	Bobtail Delivery		
TOTAL PRICE PER GALLON	Transport Delivery		
	Bobtail Delivery		

#2 ULTRA LOW SULFUR DIESEL		**UNIT PRICE**	**UNIT PRICE**
OPIS PRICE		$3.0298	$3.0283
STATE TAX		.2000	.2000
MARGIN OF PROFIT:	Transport Delivery	.0639	.0616
	Bobtail Delivery	.1087	.1067
TOTAL PRICE PER GALLON	Transport Delivery	$3.2937	$3.2899
	Bobtail Delivery	$3.3385	$3.3350

#2 ULTRA LOW SULFUR DIESEL W/ENHANCED ADDITIVE		**UNIT PRICE**	**UNIT PRICE**
OPIS PRICE		$3.0548	$3.0533
STATE TAX		.2000	.2000
MARGIN OF PROFIT:	Transport Delivery	.0639	.00616
	Bobtail Delivery	.1087	.1067
TOTAL PRICE PER GALLON	Transport Delivery	$3.3187	$3.3149
	Bobtail Delivery	$3.3635	$3.3600

#2 ULTRA SULFUR DYED DIESEL FUEL		**UNIT PRICE**	**UNIT PRICE**
OPIS PRICE		$3.0045	3.0045
STATE TAX		.0029	.0000
MARGIN OF PROFIT:	Transport Delivery	.0639	.0616
	Bobtail Delivery	.1087	.1067
TOTAL PRICE PER GALLON	Transport Delivery	$3.0713	$3.0661
	Bobtail Delivery	$3.1161	$3.1112

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: May 28, 2014 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "BULK GASOLINE ON-OFF HIGHWAY DIESEL FUEL PRODUCTS" BID NO.: 2014-014-05-28-YSS

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. Arguindegui Oil Co. Beto Lopez	Email	beto.lopez@argpetro.com Y. Salinas	05-12-14	P.O. Box 1367 Laredo, Texas 78042 Tel: 956-722-5251
2. Goldstar Petroleum Celena Spiegelhauer	Email	goldstarpetro@comcast.net Y. Salinas	05-12-14	P.O. Box 11151 Spring, Texas 77391 Tel: 281-379-5928
3. Oil Patch Fuel & Supply Inc. Orlando Garcia	Email	Orlando.garcia@sbcglobal.net Y. Salinas	05-12-14	4004 N. CAGE PHARR, TX 78577 Tel: 956-454-0392
4. Mansfield Oil Jackie Townley	Email	mocbids@mansfieldoil.com Y. Salinas	05-12-14	Mansfield Oil Company, Inc. 1025 Airport Parkway SW Gainseville, GA 30501 678-450-2277 Fax 678-450-2242
5. Petroleum Traders Corporation Kelly Arnold	Email	karnold@petroleumtraders.com Y. Salinas	05-12-14	260-207-6375 Fax: 260-203-3862
6. SC Fuels Karen Koep	Email	koepk@scfuels.com Y. Salinas	05-12-14	805-389-3550
7. Indigo Energy Clayton Niegsch	Email	cniegsch@indigoenergy.com Y. Salinas	05-13-14	6230 Shiloh Rd, Ste 120 Alpharetta, GA 30005 Cell 614-571-7352 Office 855-495-8374 Fax 770-886-5754
8. Sun Coast Resources Inc. Michelle Pullins	Email	mpullins@suncoastresources.com Y. Salinas	05-13-14	713-969-3538 800-677-3835 ext 3538
9. Prime Vendor Inc. Ashley Reed	Email	work41@prime-vendor.com Y. Salinas	05-13-14	4622 Cedar Ave., Suite 124 Wilmington, NC 28403 800-746-9554 Fax 800-746-8307
10. SC Fuels Marisa Charette	Email	charettem@scfuels.com Y. Salinas	05-15-14	1800 W. Katella Ave, Suite 400 Orange, CA 92867-4159 714-516-7337 714-922-7200 fax

11.TAC Energy Natalie Battaglia	Email	nbattaglia@tacenergy.com	05-15-14	100 Crescent Court Suite 1600 Dallas, TX 75201 214-884-2660 972-807-7887 direct 469-547-6723 fax
12. Atlas Oil Company Misty Smith	Email	msmith@atlasoil.com	05-19-14	770-538-4803 office 313-600-0238 cell
13. IPC USA Inc Danielle Almazan	Email	danielle.almazan@usipc.com	05-19-14	20 Pacifica, Suite 350 Irvine, CA 92618 949-648-5647 714-612-5623 cell 949-648-5672 fax

***VIA:** **BIDDER LIST MAIL OUT (BLM)** **IN PERSON (IP)**
E-MAIL (EM) **TELEPHONE REQUEST (TR)**

AI-44784 **Purchasing Department 22. A. 2.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted For: Martha L. Salazar, HC-PA **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Presentation of scoring grid for the purposes of ranking by Commissioner's Court, the responses received in connection with the Request for Proposals for: Hidalgo County - "Financial Advisory Services";

FIRM NAME	AVERAGE SCORE	RANKED
FIRST SOUTHWEST	89.83	
ESTRADA HINOJOSA	90.33	

b. Requesting authority for Purchasing Department to proceed to negotiate a letter of engagement - agreement with the number one ranked firm of _____for the provision of financial advisory and related service for Hidalgo County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

This part of the procurement process does not have a fiscal impact. That aspect will be determined in the final negotiated terms and conditions of the letter of engagement/agreement.

Attachments

Acceptance-Participation Sheets

SCORING GRID-134

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/13/2014 11:23 AM
Budget & Management	Debbie Tamez	06/13/2014 11:36 AM
Obdett Calzada	Obdett Calzada	06/13/2014 02:26 PM
Auditor's Office	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Yolanda Velasquez Started On: 05/29/2014 03:58 PM

Final Approval Date: 06/13/2014

HIDALGO COUNTY PURCHASING DEPARTMENT

PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY	
PROPOSAL ACCEPTANCE DATE: MAY 14, 2014	**PROPOSAL ACCEPTANCE TIME:** 9:30 A.M.
DESCRIPTION OF RFP: HIDALGO COUNTY - "FINANCIAL ADVISORY SERVICES"	
RFP NO: 2014-134-05-14-YZV	**BUYER:** Yolanda Velasquez

RFP	NAME OF COMPANY	ACKNOWLEDGEMENT RECEIPT
#1	Estrada Hinojosa & Co., Inc.	√ 1 Original/7 Copies
#2	First Southwest Company	√ 1 Original/7 Copies
#3		
#4		
#5		
#6		
#7		
#8		

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

RFP w/Q OPENING DATE: MAY 14, 2014 RFP OPENING TIME: 9:30 A.M.

DEPARTMENT/PROJECT DESCRIPTION: "FINANCIAL ADVISORY SERVICES" – HIDALGO COUNTY RFP w/Q NO.: 2014-134-05-14-YZV

	NAME OF VENDOR: COMPANY/FIRM	RFP REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1	First Southwest Vickie Hall	Email	Vickie.hall@firstsw.com YZV	04/29/14	325 North St. Paul St. Ste 800 Dallas, TX 78201-3852 Tel: 214-953-8874
2	Estrada Hinojosa & Com Noe Hinojosa	Email	nhinojosa@ehmuni.com bgarza@ehmuni.com YZV	04/29/14	1717 Main St Suite 4700 Dallas, Texas 75201 Tel: 214-658-1670
3	Public Financial Management, INC. Gwen Davidson	Email	davidsong@pfm.com YZV	04/29/14	2210 West 6th St, Ste 1900 Austin, TX 78701 Tel: 512-472-7194
4	Willdan Financial Services Nicolle Stormon	Email	nstormon@willdan.com YZV	04/29/14	27368 Via Industria, Ste 110 Temecula, CA 92590 Tel: 951-587-3500
5	Financial Investment News Kelly Carroll	Email	Kelly@fin-news.com YZV	05/05/14	267 Fifth Avenue Ste 1010 New York, NY 10016 Tel: 646-738-7944
6	JW Korth & Company James Korth	Email	Jwkorth@jwkorth.com YZV	05/05/14	2937 SW 27th Ave Ste 307 Miami, Florida 33133 Tel: 800-454-1628 ext 3301
7	Prime Vendor, INC Ashley Reed	Email	Work41@prime-vendor.com YZV	05/07/14	4622 Cedar Ave. Ste 124 Wilmington, NC 28403 Tel: 800-746-8307
8	Comer Capital Group Edward Norwood Jr.	Email	elnorwoodjr@comercapital.com YZV	05/08/14	1880 Lakeland Drive Ste C Jackson, MS 39216 Tel: 769-257-5039 ext 706
9					
10					
11					
12					

***VIA:** **BIDDER LIST MAIL OUT (BLM)** **IN PERSON (IP)**
E-MAIL (EM) **TELEPHONE REQUEST (TR)**

HIDALGO COUNTY-RFP № 2014-134-05-21-YZV

"FINANCIAL ADVISORY SERVICES"

SCORING GRID

EVALUATION CRITERIA	PROPOSERS											
	First Southwest						Estrada Hinojosa					
	GRADERS						GRADERS					
	1	2	3	4	5	6	1	2	3	4	5	6
FIRM'S QUALIFICATIONS AND STAFFING OF PROJECT TEAM The professional team members shall have experience in performing similar contracts for counties, cities, or other clients as stated in the Request for Proposal (RFP). The firm should provide the resume of each of the firm professionals. Any specializations or board certifications should also be detailed in each resume. Copies of current valid licenses, certifications should be included in this section.	20	20	18	20	17	15	20	20	19	20	20	20
UNDERSTANDING OF PROJECT/SIMILAR PROJECTS • Demonstrates an understanding of the scope of service • Address appropriate Federal/State/Local regulations and policies • Identify information to be gathered or obtained The firm should provide as much background information as to its experience in providing similar services to City, County, School or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers. A minimum of three references are required.	20	20	18	12	15	15	20	20	19	20	20	20
EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES The professional team members shall have experience in performing similar contracts for counties, cities, or other clients as stated in the Request for proposal (RFP). The firm shall designate experienced staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. 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. Resumes 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. Also in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.	20	20	17	13	15	15	15	20	19	20	20	20
FEE SCHEDULE/COST Responding firms shall provide a proposed cost of services and all fees.	40	40	36	40	38	35	20	25	35	38	39	33
Total	100	100	89	85	85	80	75	85	92	98	99	93
TOTAL SCORES	539						542					
TOTAL AVERAGES	**89.83**						**90.33**					
RANKING (Upon review and approval by Hidalgo County CC)												

AI-44570 **Purchasing Department 22. A. 3.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted For: Martha L. Salazar, HC-PA Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting approval of clarification/correction of AI#36906 (CC 3/20/13) as the term of agreement was erroneously captioned as one (1) year, clarify document to reflect the correct term as stated (i.e. through the life term of the existing equipment in place) for monitoring services for the County owned building located at 9805 N. 10th St., McAllen, TX, with ASG Security, paragraph 2C, including the continuation of services through the life term of the monitoring equipment in place by user department.

B. Approval to modify current approved agreement with ASG Security for monitoring services for the County Owned building located at 9805 N. 10th St., McAllen, TX to include Open and Close log services for a monthly amount of $5.00 for a new monthly total amount of $33.95.

C. Acceptance and approval to process ASG Security invoices(attached) for services from the month of March thru May.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-415-115-002-0-413

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

BUDGETARY IMPACT:

Requisition # 257356 initiated by Executive Office.

Attachments

Approved Agreement with ASG

Additional Services -Open and Close Log-Monthly Chrg

Past Due Invoices ASG Security -10th St. Bldg

Legal review and approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/29/2014 03:00 PM
Budget & Management	Debbie Tamez	05/29/2014 03:51 PM
Glinda Pacheco	Glinda Pacheco	06/09/2014 09:02 AM
Auditor's Office	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Moises Salazar Started On: 05/16/2014

Final Approval Date: 06/13/2014

A. ✔ Requesting authority to enter into agreement with ASG Security, for the installation of an alarm system with monitoring services for one year in the total amount of $712.00 for County owned building located at 9805 N. 10th St., McAllen, TX.

B. Acceptance and approval of Work Authorization No. 3 (with an estimated cost of $10,000.00) as submitted by R. Gutierrez Engineering, for Thomas Road (Mccoll - Jackson) Project, through Contract #C-12-314-01-29.

C. Acceptance and approval of Request for Payment Application No. 3 in the amount of **$110,700.35** as submitted by Holchemont, LTD, awarded contractor for the "Construction Of A New Constable Building Precinct No. 1 Offices" and as certified for payment by project architect, Alcocer Garcia Associates, Inc. in connection with Contract #C-12-028-07-24 with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.

D. Requesting authority to enter into a 12-month renewal software maintenance agreement through our membership/participation with Department of Information Resources (DIR) awarded vendor CASO Document Management, contract #DIR-SDD-1429 through requisition #228560 in the amount of $9,708.08, effective upon approval-(3-1100-415-15-140-001-0-336).

E. Requesting recission of one (1) item asset #37156 (Laurant Lateral 20X30 File Cabinet) previously approved by Commissioners' Court on 02/26/13 (AI#37069 Item#16D), due to a transposition error (with net effect of removing the wrong item belonging to another department) and approve the removal of:

The correct asset request for removal from the Texas DPS-McAllen sub-station physical inventory:

ASSET #	DESCRIPTION	ACQ DATE	SERIAL #
31756	HP LASER JET 4000	03-09-1998	USEK028949

with supporting documents attached.

F. 1. Requesting acceptance and approval of payment for Inv# 11324397 ($143,413.20) submitted by L&G Consulting Engineers, Inc. in connection to Contract#C-11-234-09-13 (WA#2-PO#684964) for "JOB SPECIFIC PROJECT": "FM 1925 (Kenyon Rd. to FM 907) (Alamo Rd. Extension)" located in Hidalgo County Precinct No. 4;

2. Requesting acceptance and approval of payment for Inv# 11324389 ($129,769.52) submitted by L&G Consulting Engineers, Inc. in connection to Contract#C-13-027-12-11 (WA#1-PO#688436) for "JOB SPECIFIC PROJECT": "FM 1017 Project (from 0.1 Miles West of US281 to 0.8 Miles West)" located in Hidalgo County Precinct No. 4.

AGENDA
CC CONSENT
COMMISSIONERS' COURT
MEETING
March 20, 2013
9:30 A.M.

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

NOTICE TO THE PUBLIC
CONSENT AGENDA

The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

On motion byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., seconded byCOMMISSIONER, PCT. 2 HECTOR PALACIOS, the Court made a UNANIMOUS vote to approve all items listed on the Consent Agenda, with the exception of item 2.A., 2.B., 3.A., and 6.A.
Vote: 4 - 0

NO ACTION taken on items 2.A., 2.B., 3.A. and 6.A.

1. **Approval of check register and payment of claims and bills** - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Bad Check Processing Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

2. **2013 Intradepartmental transfers:**

   A. 2013 - 2009B&C CO's (1341)

   B. 2013 - Co Wide Adm (1100)

   C. 2013 - Constable Pct. #4 (1100)

   D. 2013 - Public Defenders (1100)

Barcode

COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT

ASG SECURITY (Alarm Security Group LLC)

Local ASG Office: 314 Ash Ave, McAllen, TX 78501

Customer Billing Information: Hidalgo county.

Corporate Info
MAS #:
Site #:
Job #:

THIS AGREEMENT made this 11 day of March 2013, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and Hidalgo county urban county program office 9805 N 10th St McAllen, TX 78504. hereinafter called the "Client", at (site address)

Moises Salazar 318-2626

1. **Agreement:** Company agrees to provide the system(s) ("System") and Monthly Services as described in section 1B, and in accordance with the Schedule of Protection (if applicable):

A. **Type of Transaction:** (check boxes that apply) ☑ System/Equipment Install/Purchase ☐ Company Owned System ☑ Monthly Services

B. **Services to be Provided:** (check all boxes that apply; amounts listed are represented in monthly charges)

☑ Burglar Alarm Monitoring	21.00	☐ ASG Connect		☐ Fire Alarm Maint. (inc. Test&Ins)	
☐ Panic/Hold-Up Monitoring		☐ ASG Managed Access		☐ Sprinkler Alarm Maintenance	
☐ Fire Alarm Monitoring		☐ Burglar Alarm Maintenance		☐ Sprinkler Test & Inspect	
☐ Sprinkler Alarm Monitoring		☐ Fire Alarm Maintenance		☐ Fire Alarm Insp A B BM M Q SA W	
☐ Elevator Monitoring		☐ Access Control Maintenance		Billed: Upon Insp or In Advance	
☐ Temp Alert Monitoring		☐ Video Surveillance System Maint.		☐ FA Sens Test A B BM M Q SA W	
☐ Cellular/Radio Service		☐ Opening/Closing Log Only		Billed: Upon Insp or In Advance	
☐ DataLink		☐ Opening/Closing w/Schedules		☐ Other:	
		☐ O/C Reports M W BW		☐ Administration Fee*	$3.99

(Complete 2A or 2B and/or 2C, as applicable)

2A. System/Equipment Purchase: The total price ("Price") of the equipment inclusive of the installation (if applicable) thereof shall be $460.00 Dollars plus applicable taxes. The terms of payment are as follows: Deposit $ — ; upon Equipment Delivery $ — ; upon 100% completion $ 460.00 . In the event of changes in cost of the System if request by the Customer or as required by local jurisdiction being supplied prior to the date of installation, Company reserves the right to adjust the price accordingly. Client shall be responsible for and shall pay to the Company the cost of any addition, changes and variances in the System, as herein contracted for or as installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus that may be requested or required by or of the Client after the date of the execution of this Agreement. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT.

2B. If Company Owned System: (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $_____ for installation plus tax (if applicable) and the sum of $_____ per month plus tax (if applicable), payable ☐ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually ("payment cycle") in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of installation, for a period of five (5) years from the date service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) year period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. *A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

2C. Monthly Services: (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $ 21.00 Service/Monitoring Fee plus tax (if applicable) per month, payable ☐ monthly; ☐ quarterly; ☐ semi-annually; ☑ annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of five (5) years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0), (9.1), (9.2) and (9.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) year period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

This Agreement to turn into A month to month After Initial term Expires.

3. **Company's Liability/Disclaimer Warranties:** COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE; OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. CLIENT ACKNOWLEDGES AND AGREES THAT THE COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAS CLIENT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. CLIENT FURTHER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER; THAT CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO CLIENT'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPH 17 AND 18 WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO CLIENT OR ANYONE ELSE.

Schedule of Equipment to be Installed

See Attachment: (If applicable) Schedule of Equipment and Pricing.

ASG SECURITY (Alarm Security Group LLC)	Accepted by:
Sales Representative (Print/Signature)	X Hidalgo County — Client's Name
Company Authorized Signature	Ramon Garcia — Client's Authorized Signature
Title	Ramon Garcia Jr — Printed Name
Date	956-318-2600 — Business Telephone
	4-4-13 — Date
	County Judge — Title
	4-4-13 — Date

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS APPROVED IN WRITING BY AN AUTHORIZED SIGNATORY OF COMPANY. IN THE EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF COMPANY SHALL BE TO REFUND THE CLIENT THE AMOUNT THAT HAS BEEN PAID TO COMPANY BY CLIENT UPON THE SIGNING OF THIS AGREEMENT.

License Numbers

DC: ECS901543 **NC:** NCASLB: 1961-CSA, 20653-SP-LV **SC:** BAC-13313
DE: 02-71, FAL-0221 **NJ:** 34BF00000500, 661309 **TX:** B11180, ACR-2242, ECR-1767, HCR-410
MA: 1608 C, SS CO 000986 **OK:** 1036 **VA:** 11-3605, 2705 098253A
MD: 107-714 **PA:** PA062390 **Other License #:**

In the State of Texas, Company is licensed and regulated by the Texas Department of Public Safety, Private Security Bureau.
Complaints may be directed to: 5805 North Lamar Blvd., Austin, TX 78572-4422, 512-424-7710.
In the State of North Carolina, Company is licensed and regulated by the Alarm Systems Licensing Board
Complaints may be directed to: 4901 Glenwood Ave, Suite 200, Raleigh, NC 27612 919-788-5320.

THIS IS A CONTRACT - READ ALL PAGES CAREFULLY

Approved by Commissioners' Court on 3/20/13 RD

v02.12

4. Change to the System: Cost of Repairs; Additional Protection; Risk of Loss: The cost of any additions, changes and variances in the system, as herein contracted for or as originally installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency, insurance interest or inspection and rating bureaus, are to be paid by Client. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT. All risk of loss or damage to the system shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage.

5. Permit to Operate System: Client acknowledges that in some local areas it is a requirement to obtain a permit or license to operate a system (intrusion, fire, access control, CCTV). Client agrees to obtain any permit that might be required, and the Client acknowledges that the cost, if any of the permit or license will be that of the Client's along with any additional charges that might be imposed on the Client. Client acknowledges that if a permit or license is not obtained, or the permit or license number is not provided to the Company, no dispatch to an emergency signal may be the result, and/or a fine from the local response agency may apply, which will be at the sole cost to the Client. Client agrees to maintain any permit or license during the term of this Agreement and for any automatic renewals of this Agreement.

6. Installation of System, Delay of Installation, Interruption of Service: Client authorizes and empowers Company to install or cause to be installed the protective system summarized on the Schedule of Protection. Client agrees that the work of installation shall be performed on weekdays only between the hours of 9:00 a.m. and 5:00 p.m., unless the Client directs otherwise, in which case, the Client hereby agrees to pay Company any resulting increased cost for installation. Should Company be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by the Client. Client authorizes use of electrical outlets required and necessary current through his meters, at his expense. Client shall, at his own expense, make any necessary repairs or changes to Client's premises, as requested by Company, and access to all needed areas, to facilitate the installation and operation of the system. Any error or omission in the construction or installation of the system must be called to the attention of the Company, in writing, within thirty (30) days after completion of installation. Otherwise, the installation shall be deemed totally satisfactory to and accepted by Client. Company assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service to Client while interruption of service due to any such cause may continue.

7A. Service Inspections, Cost of Repairs: Client authorizes and empowers Company to maintain and service the aforesaid system to make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Client will notify Company in writing of any change in its fire rating bureau or agency. If maintenance service has been contracted for, repairs necessitated by ordinary wear and tear shall be at Company's expense excluding battery changes, damages caused by the Client or third party, or damages caused by Acts of God (lightning, power surges, water damage or similar non-equipment failure), which shall be separately billed, and shall be performed as soon as reasonably possible after receipt of notice by Company from Client. Client shall be responsible for testing system monthly and informing company of any needed repairs. If time and material service has been requested, any necessary repairs shall be charged to Client at the Company's then prevailing labor and material rates. All necessary inspections, tests, or service calls which may be required on the part of the Company shall be performed between the hours of 9:00 am and 5:00 pm on normal business days. Client acknowledges the Company's obligation hereunder relates solely to the maintenance or repair of the specified system and that Company is in no way obligated to insure the operation of the system or to maintain or service Client's property or the property of others to which Company's system is connected. Client is responsible for paying all local, municipal and governmental false alarm fines. Trip charges may be applicable for both maintenance and non-maintenance clients.

7B. Limited Warranty (System Purchase): Company warrants the System to be delivered hereunder to be free from defects in material and/or workmanship for a period of ninety (90) days from the date of original installation. Upon expiration of such warranty period, or in the event such goods are subjected to misuse, negligence, alteration, improper repair, or are operated contrary to printed instructions, all warranty and liability of Company shall immediately cease.

If within the period of such warranty, the Client promptly notifies the Company of any claimed defect and it appears to Company that such part or parts are defective, Company will at its option repair such defective part or parts or replace the same with like or similar part or parts. The Company shall be responsible for all transportation and labor charges relating to installation of any replacement part or removal of a defective part.

It is expressly understood that the replacement of such defective part or parts by Company shall constitute the sole remedy of Client and the sole liability of Company, whether on warranty, contract, or negligence, and that Company shall not be liable for any other expense, injury, loss or damage, whether direct, incidental or consequential.

No representative of Company has any authority to waive, alter, vary, or add to the terms hereof without prior approval in writing accepted by an authorized representative of Company. All implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not exceed in duration the term of this limited warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOTAPPLY TO YOU. THISWARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAYALSO HAVE OTHER RIGHTSWHICH MAY VARY FROMSTATE TO STATE.

8. Response to Alarm Signals, Telephone Line Requirements and System Testing:

(a) **Central Station Alarm:** If Company has installed a central station alarm, Company or its designee, shall, without warranty, make every reasonable effort to do the following; (1) Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the local police authority and notify the Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (2) Upon receipt of holdup alarm signal, transmit the alarm to headquarters of the local police authority; (3) Upon receipt of manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (4) Upon receipt of a monitoring signal, notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (5) Upon receipt of an audio signal indicating an unauthorized entry into Client's premises, Company's operator will make every reasonable effort to identify the sound, when warranted transmit notice of said signal to the local police authority and notify the Client or his designated representatives by calling the telephone number supplied in writing by Client. In some cases the order or sequence or number of calls made to the Client or Clients designees may be subject to the requirements of local or state jurisdiction governing the Client's site, or the Company.

(b) **Police and Fire Department Connected Alarms:** Client acknowledges that if the signals transmitted from Client premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location that are not agents of Company, the Company shall not assume any responsibility for the manner in which signals are monitored or the response, if any to such signals.

(c) **Standard Telephone Lines/Signal Disruption:** Client acknowledges that if the system is designed to operate over a standard "Analog" (POTS) telephone line, and in the event the Client's telephone service is out of order, disconnected, transferred to any form of VoIP or other digital, fiber optics or other "non-standard" telephone service or in any other way interrupted, signals from the Client's system may not be received by the Company; and this interruption will not be known by the Company, who shall not be responsible for failure to receive such signals. Client bears responsibility for providing a standard Analog phone line in working order or to notify the Company in the event of transferring phone service to any other non-standard Analog service. Client acknowledges that if a non-standard Analog phone service is established thereby requiring additional monitoring equipment and enhanced communication service, additional installation and monthly monitoring charges will apply in order to modify the Client's system.

(d) **System Testing:** It is recommended that the Client test the operation of their system which includes transmitting a test signal to the central station at a minimum of every thirty (30) days. Failure to do so could result in the Company being unaware of a phone line interruption which could result in alarm signals not being received at the central station. This monthly test is not a substitute for a specifically designed phone line backup system, but is recommended ensuring a long-term phone line outages or system malfunctions do not occur.

(e) **Cellular/Radio/GSM (Wireless) Signal Transmission:** Client acknowledges that if Wireless Signal Transmission is utilized as the primary, secondary or exclusive signal transmission, and the Cellular/Radio service is in anyway disrupted, no signal transmission will be received from the Client's site. Additionally, unless `Opening/Closing' services are selected by the Client, the Client's system is designed to only transmit signals in the event of an emergency (alarm) event. Without the enabling of Opening/Closing services, neither the Company nor the Client can validate if the Client's system is in the armed (on) status. The Company shall not be responsible for the failure to receive an emergency (alarm) signal event from the Client's site address.

9. Increase in Monthly Charges: Company shall have the right, at any time, to apply a monthly administrative billing fee (for non auto-payment Clients) and/or increase the monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and municipal fees and charges, which hereinafter are imposed on Company and which relate to the services provided under this Agreement; and Client agrees to pay such increased monthly charges.

9.1 In addition, to the increases set forth above, but no more often than once during any twelve month period Company shall also have the right to increase the monthly charges called for during the term of this agreement by a percentage equal to 1.5 times the percentage increase in the Department of Labor Consumer Price Index, (all items), since the effective date of this Agreement or since the date of the last such increase pursuant to this sub-paragraph (9.1), whichever date is later; and Client agrees to pay such increased monthly charges.

9.2 As an alternative to sub-paragraph (9.1), but not more than once during any twelve month period, the Company shall have the option to increase the monthly charges provided herein by a percentage not to exceed 20% per year since the date of the last such increase pursuant to this paragraph (9.2). Said 20% per year increase shall be in lieu of all other increases in such year (excluding an administration fee) provided for in sub-paragraph (9.1). If Client objects in writing within thirty (30) days from the effective date of the increase being imposed pursuant to this sub-paragraph (9.2), the Company shall have forty-five (45) days to respond following receipt of such written objection. If Company fails to respond to the Client within forty-five (45) days from the Client's written objection, the increase pursuant to this sub-paragraph (9.2) shall be rescinded. If the Client refuses to accept the imposed increase, the Company may choose to reduce the increase in accordance with sub-paragraph (9.1), which Client agrees to pay. Client's failure to object in writing within the said thirty (30) days from the increase pursuant to this sub-paragraph (9.2) shall constitute the Client's acceptance of the increase.

10. Authorized Personnel, Opening & Closing Schedules: Client agrees to furnish forthwith a written list of the names, titles, residence and cellular telephone numbers of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Client during the regularly scheduled closed period, and/or notified in the event of an alarm. Client agrees to keep such call list current. If Opening and Closing Schedules are included in the Clients service, the Client shall furnish the Company with a written daily/weekly and holiday Opening and Closing Schedule. All changes, revisions and modifications to the above shall be supplied to Company in writing. Failure by the Client to provide the Company with Opening and Closing Schedules shall remove the Client from this service and the only obligation of the Company shall be a refund of the specific charges for this service for up to six (6) months.

11. Title to Equipment, Removal of System (Company Owned System): Client acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed herein, including but not limited to transmitters, detection services, bell boxes and controls shall at all times remain the sole property of Company. Upon the expiration of this Agreement or upon any default as herein set forth, Company is authorized to enter upon premises of Client and to remove all of the Company owned equipment. Removal of Company owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. Client shall, in such event, return the said Company owned equipment to Company in good condition, reasonable wear and tear excepted. If the Client requests for the Company owned equipment to remain in place or refuses to allow the Company to remove the Company owned equipment, the Client acknowledges there will be a charge applied (equipment charge) equal to the current market value for all major components, and the Client agrees to these charges.

Upon completion of the installation, title to all of the non-recoverable equipment, materials, supplies including but not limited to, wire, cable, foil, conduit, screens and the labor for the installation of the system shall vest in the Client. Notwithstanding the foregoing, during the term of this Agreement, Client will not damage, encumber, tamper with or dispose of any portion of this system or permit the system to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Company. In the event of loss or damage to any portion of this system, whether owned by the Company or Client, Client agrees to pay Company the reasonable value for the replacement or repair of the Company owned equipment or the installation on the Client's premises. Client agrees that the installation of the Company owned equipment does not create a fixture to Client's premises as to that equipment. The Client acknowledges that a Company Owned System does not include maintenance/repair service; if required/requested it is available for an additional monthly charge.

12. Suspension or Cancellation of this System/Service: This Agreement may be suspended or canceled, without notice at the option of Company, if Company's or Client's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service as a result of any action by any governmental agency.

13. Delinquency & Reconnect Charges, Interest Charges: In the event the payment due hereunder is more than ten (10) days delinquent, Company may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount under law, whichever is less, of the amount of the delinquency. Client acknowledges and agrees that the delinquent payment or nonpayment of the amounts due hereunder may be deemed by the Company to be a material breach of contract on the part of Client, and, at Company's option, in addition to all other legal remedies available, shall excuse it from further performance under this Agreement, upon the giving of ten (10) days written notice to Client. Company's excuse from performance shall not affect its right to recover all amounts owing pursuant to this Agreement including damages from Client or to recover Company owned equipment from Client's premises. If the system is deactivated because of Client's past due balance, and if Client desires to have system reactivated, Client agrees to pay in advance to Company a reconnect charge to be fixed by Company in reasonable amount.

14. Change in Ownership of Client's Premises: Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of his duties and obligations under this Agreement. Client may not assign this Agreement or permit anyone to take subject to this Agreement without written consent of the Company.

15. Assignee/Subcontractors of Company: Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to Company's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors, and they bind Client with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to Company.

16. Default by Client: If the Client fails to make any payment as agreed herein, or becomes insolvent, or makes an assignment for the benefit of creditors, or a petition is filed by or against the Client under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, or if any representation, warranty or financial information made or submitted by Client shall be untrue or unperformed in any material respect, or if Client defaults hereunder in any other respect, the entire amount due under this Agreement for the balance of the Agreement period shall become immediate due and payable.

In the case of a Company Owned System, the Client hereby consents, in the event of default or non-renewal of this Agreement, to the Company immediately entering the aforesaid premises or any other premises where the property of said Company may be located for the purpose of removing the equipment belonging to the Company. Upon the expiration of this Agreement or any renewal thereof, or upon the happening of any other contingency set forth herein, the Company may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by the Company shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Company be liable for any normal damage caused to the premises by installation or removal of its equipment. Client acknowledges and agrees that the equipment of which the system is composed is totally interchangeable with Company's inventory, and therefore the Company has no obligation to place or use said equipment in any other system before using any of its other inventory, nor any obligation to account for or credit Client with the value of use of any such removed equipment. Company shall not be responsible for damages caused to Client's premises by reason of the removal of the system from Client's premises.

17. Company is Not an Insurer, Limitation of Liability: It is understood and agreed that Company is not an insurer, that insurance, if any, shall be obtained by Client; that the payments provided for herein are based on the value of the service as set forth herein and are unrelated to the value of the Client's property or the property of others located on the Client's premises; that Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the system or service is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance or monitoring or the failure of the system to properly operate with resulting loss to Client because of, among other things: (a) The uncertain amount of or value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert; (b) The uncertainty of the response time of any police or fire departments should the police or fire departments be dispatched as a result of a signal being received or an audible device sounding: (c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to properly operate; (d) The nature of the service to be performed by Company.

Client understands and agrees that if Company should be found liable for personal injury or property loss or damage from failure of Company to perform any of Company's obligation herein, including, but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty ($250.00) Dollars, whichever is lesser, and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise of Company, its agents, servants, assigns or employees.

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third person, which losses, damages and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

19. Hazards, Asbestos: You have the affirmative duty to inform us, prior to beginning installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determined where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material.

20. Client's Purchase Order: Client acknowledges that if there is any conflict between the Agreement and Client's purchase order or any other document, the Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

21. Attorney's Fees: In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charge as set forth herein, then in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.

22. Invalid Provisions: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

23. Notices: All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid.

24. Gender: Whenever the context requires in this Agreement, the masculine gender herein used shall include the feminine and the singular shall include the plural.

25. Paragraph Headings: The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

26. Prior Agreements: Client warrants and represents that the Client is not under any enforceable agreement with any other party concerning systems of any kind and description installed at the premises and furthermore Client agrees to indemnify and save harmless Company against all claims, demands, suits, expenses and damages by judgment or otherwise, which may now and hereafter be incurred as a result of or arising out of any agreement that Client may have entered into with any party concerning any such systems of every kind and description. Client will pay all sums, including reasonable attorney's fees, for the defense of such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.

27. Entire Integrated Agreement: Modification: Alterations: Waiver: This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This signed Agreement supersedes all prior representations, understandings or agreements of the parties both written and verbal and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any item or condition of this Agreement shall be construed to be a waiver of any succeeding breach. Any modifications or alterations to the standard terms and conditions contained herein must be initialed and acknowledged by both parties.

Client: _____ ____ Initial

ASG SECURITY

Schedule of Equipment

The Schedule of Equipment outlines the scope of equipment or services to be provided and/or installed, and is hereby part of Commercial Purchase, Lease and Services Agreement dated the 11 day of March, 20 13, between ASG Security (Company) and HIDALGO county urban county ("Client"), located at:
program office 9805 N 10th st McAllen, TX 78504

SCOPE OF WORK / SERVICES TO BE PROVIDED:

office Area

upgrade Brinks security panel to Honeywell Vista 20 system.
2-6160 keypads (Replace)
Add 1-76730 GLASS Break (2nd office ON North side of Building)
Add 1- Exterior siren
Add 1- wireless Receiver
(Add to southside of Empty Building)
3-wireless Door contacts

* Burglary monitoring service @ $21.00

Install cost $460.00
12 months of service $252.00
712.00 TAX Exempt

Bill on completion of Job p.o.#

*Amendment to terms: Item 18
To the extent provided for under the constitution and laws of the state of texas.

ASG SECURITY
(Alarm Security Group LLC)

Sales Representative (Print/Signature)

Company Authorized Signature

Title

Date

Accepted by:

Approved by Commissioners' Court on 3/20/13 RD

X Hidalgo County — Client's Name — Date 4-4-13

Ramon Garcia — Client's Authorized Signature

Ramon Garcia — Printed Name — County Judge — Title

956-318-2600 — Business Telephone — 4-4-13 — Date

Subscriber Information Form

Date: _____

Branch #: Click arrow for drop-down choice

ASG SECURITY
(Alarm Security Group LLC)

Please check all that apply

- ☐ NEW ACCOUNT
- ☐ UPDATE / CHANGES
- ☐ Residential
- ☐ Commercial
- ☐ Commercial Fire
- ☐ Supervised O/C
- ☐ Supervised T/T
- ☐ Alarmnet
- ☐ Datalink

Install Date: _____

SUBSCRIBER INFORMATION

Hidalgo county urban county program office

Primary Account #	Secondary Account #	Customer Name

Street Address	City	State	Zip
9805 N 10th st	mcallen	TX	78504

Cross Street (s)	Primary Phone Number	Secondary Phone Number
–	X	

Not providing this information may delay processing

Panel Phone Number	Panel Type	Panel Format
	V-20	

RESPONDING AGENCIES

Not providing this information may delay processing

Police Dept (Name): mcallen p.d	Police Phone (not 911):	Permit Number:
Fire Dept (Name): mcallen fire dept	Fire Phone (not 911):	Permit Number:
EMT (Name):	EMT Phone (not 911):	Permit Number:
Security Guard:	Security Guard Phone:	

EMERGENCY CONTACT LIST

General Passcode/Password: [redacted]	Duress Code: 7777

	Contact Name	Cell Phone	Home Phone	Other Phone	Passcode
1					
2					
3					
4					

Approved by/Signature: _____

3/11/13
Date of Transaction

ASG SECURITY

ALARM or USER PERMIT REQUIREMENT - NOTIFICATION

Alarm Security Group LLC (ASG Security, Argus Security, TnT Security Services), the (Company) does hereby notify you Hidalgo county, (the Client) that it is your responsibility to obtain, at your sole cost all required alarm/user permits as regulated by your local police or fire department (municipality). In some cases this required permit must be renewed annually. Please check with your local municipality.

Failure to obtain the required alarm/user permit may result in fines as assessed by your local municipality who have jurisdiction, and all such fines shall be the responsibility of the Customer regardless of the circumstances.

Once you have obtained or renewed your alarm/user permit, it is your responsibility to report your alarm/user permit number to ASG Security by updating online at www.asgsecurity.com under My ASG, faxing a copy to 301-210-2837 or e-mailing your permit number and expiration date to datachanges@asgsecurity.com.

Some municipalities may refuse to dispatch emergency personnel to your location if no alarm/user permit has been obtained and/or if it is not listed at the monitoring station at the time of dispatch. Your system may not be considered "active" in the monitoring station without this permit information.

Please initial, indicating your understanding of this Alarm Permit Requirement and Notification. X **Customer Initials:** _____

PHONE LINE PROTECTION - VOIP-CABLE MODEM-'DIGITAL' PHONE SERVICE NOTIFICATION

The Company recommends that all Clients utilize a cellular/radio (GSM) signal transmission as their primary signal transmission method, or minimally install the GSM service as a back-up to their 'standard' (analog) phone service (which is at an additional installation and monthly cost if added after the original installation) which allows for signal transmission in the event of a 'standard' phone line failure/outage.

The Company further notifies the Client that if the installed system is set-up to operate over a standard (non-internet-based) phone line, and the Client discontinues their standard phone service or changes their phone service after the monitoring service has been established, the Client's monitoring service may be disrupted (no communication will be received by the Company) and the Company will not be aware of this service disruption. Non-standard phone services include but are not limited to, DSL, cable modem, VOIP ('Vonage', 'U-Verse', 'Bongo'), 'Magic Jack' or similar digital/internet based technology). It is the responsibility of the Client to notify the Company of any phone line changes. Any additional equipment required to re-establish signal monitoring communication is at the Client's sole expense and will result in additional monthly monitoring charges.

Please initial, indicating your understanding of Phone Line Protection, Phone Service Requirement X **Customer Initials:** _____

NOTICE OF UNDERSTANDING REGARDING TAKEOVER OF EXISTING SYSTEM

The Company is not responsible for the original design, scope or operational condition or failure of the Client's equipment or wiring as installed by a third party. The Company shall test the existing security devices at the time of a Takeover, but in no way warrants the Client owned system. Should there be a defect of the Client's system, devices or wiring at the time of Takeover or should there be a failure of the Client's equipment or wiring in the future, all required repairs or equipment replacement(s) shall be at the Client's sole expense.

Please initial, indicating your understanding of issues related to Takeover of Existing System. X **Customer Initials:** _____

NOTICE OF CANCELLATION (Applicable to Residential Customers Only)

You, the Client, may cancel this transaction without penalty or obligation within three (3) business days from the date listed above. If you cancel, any property traded in, any payments made or any negotiable instrument executed by you under the contract or transaction will be returned within ten (10) business days following receipt by the Seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the Company at your residence in substantially as good condition as when received, any goods delivered to you under this contract or transaction, or you may if you wish, comply with the instructions of the Company regarding the return shipment of the goods at the Company's expense and risk.

If you make the goods available to the Company and the Company does not pick them up within twenty (20) days from the date of your Notice of Cancellation, you may return or dispose the goods without any further obligation. If you fail to make the goods available to the Company or if you agree to return the goods to the Company and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail, fax or e-mail a signed and dated copy of this Notice of Cancellation to: ASG Security at 12301 Kiln Ct., Suite A, Beltsville, MD 20705, 301-210-2839 (fax), cancel@asgsecurity.com, no later than midnight on _____.

I acknowledge receiving a copy of this form: X _____ Client's Signature _____ Date

I HEREBY CANCEL THIS TRANSACTION: _____ Client's Signature _____ Date

_____ Print Name _____ City/State

Zimbra **moises.salazar@co.hidalgo.tx.us**

RE: 10th Stree Bldg Security System -ASG Quote and Agreement

From : Josephine L. Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Mon, Mar 11, 2013 12:01 PM

Subject : RE: 10th Stree Bldg Security System -ASG Quote and Agreement

To : 'Moises Salazar' <moises.salazar@co.hidalgo.tx.us>, 'michael garza' <michael.garza@da.co.hidalgo.tx.us>

Cc : 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>, 'Roy Quintanilha' <roy.quintanilha@co.hidalgo.tx.us>, 'lauro torres' <lauro.torres@co.hidalgo.tx.us>, 'valde guerra' <valde.guerra@co.hidalgo.tx.us>

Reply To : josephine ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Marty/Moises

I have reviewed the ASG Agreement and approve as to the form of the agreement.

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: Moises Salazar [mailto:moises.salazar@co.hidalgo.tx.us]
Sent: Monday, March 11, 2013 9:53 AM
To: michael garza
Cc: Martha Salazar; josephine ramirez; Roy Quintanilha; lauro torres; valde guerra
Subject: Re: 10th Stree Bldg Security System -ASG Quote and Agreement

Mr. Garza,

Attached you will find a scanned copy of original agreement provided by ASG Security.

We appreciate your help.
Thank you.

From: "Moises Salazar" <moises.salazar@co.hidalgo.tx.us>
To: "michael garza" <michael.garza@da.co.hidalgo.tx.us>
Cc: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "josephine ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>, "Roy Quintanilha" <roy.quintanilha@co.hidalgo.tx.us>, "lauro torres" <lauro.torres@co.hidalgo.tx.us>, "valde guerra" <valde.guerra@co.hidalgo.tx.us>
Sent: Friday, March 8, 2013 4:01:39 PM
Subject: 10th Stree Bldg Security System -ASG Quote and Agreement

Hello Mr. Garza,
The agreement sent to you was received via e-mail. An original will be delivered to our office Monday morning.
We will scan it and send it to you as soon as it is received.

Thank you.
From the desk of:

Moises Salazar, Buyer III

Hidalgo County Purchasing Department
2802 South Business Hwy 281
Edinburg, TX 78539
(956) 292-7000 Ext. 4863
(956) 292-7612 Fax
moises.salazar@co.hidalgo.tx.us

From: "Michael Garza" <michael.garza@da.co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "josephine ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
Cc: "Moises Salazar" <moises.salazar@co.hidalgo.tx.us>, "Roy Quintanilha" <roy.quintanilha@co.hidalgo.tx.us>, "lauro torres" <lauro.torres@co.hidalgo.tx.us>, "valde guerra" <valde.guerra@co.hidalgo.tx.us>
Sent: Friday, March 8, 2013 3:42:58 PM
Subject: RE: 10th Stree Bldg Security System -ASG Quote and Agreement

Marty,

I'm having a hard time reading the attachment. Is there anyway you can rescan and send it again.

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: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, March 08, 2013 3:05 PM
To: josephine ramirez; michael garza
Cc: Moises Salazar; Roy Quintanilha; lauro torres; valde guerra
Subject: Fwd: 10th Stree Bldg Security System -ASG Quote and Agreement

Hon. Josephine and/or Michael:
Please review and comment on agreement attached as we need to proceed with this acquisition.
Thanks,
Marty S.

From: "Moises Salazar" <moises.salazar@co.hidalgo.tx.us>
To: "MARTHA L. SALAZAR" <martha.salazar@co.hidalgo.tx.us>
Cc: "lauro torres" <lauro.torres@co.hidalgo.tx.us>
Sent: Friday, March 8, 2013 3:02:18 PM
Subject: 10th Stree Bldg Security System -ASG Quote and Agreement

Ms Marty,
Attached you will find a Quote from ASG Security utilizing the same previously reviewed and approved agreement used with WIC Office in las Milpas.

In conversation with Mr. Quintanilha, he requested for us to proceed as soon as possible.

Would it be possible to send it to Ms Josephine for review while it is placed for this coming C.C. for acceptance?
==========

The total proposal amount is $481.00 (this only includes 1 month of monitoring svcs)

12 months of Monitoring Services will cost $252.00 at $21.00 mo.

The total fees for one year services including equipment and installation will be in the amount $712.00.

Please advice.

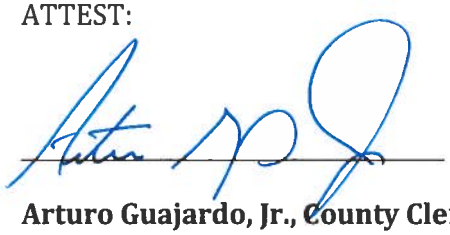
From the desk of:

Moises Salazar, Buyer III

Hidalgo County Purchasing Department
2802 South Business Hwy 281
Edinburg, TX 78539
(956) 292-7000 Ext. 4863
(956) 292-7612 Fax
moises.salazar@co.hidalgo.tx.us

Agreement with ASG Security for the Installation of an Alarm System with monitoring services for one year for County owned building located at 9805 N. 10th St., McAllen, TX

ATTEST:



Arturo Guajardo, Jr., County Clerk

APPROVED BY COMMISSIONERS COURT: **03/20/2013**

JUL 20 2012

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/16/2012

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

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

PRODUCER
Equity Risk Partners, Inc.
License No. 0D21146
456 Montgomery St, Suite 1600
San Francisco CA 94104

CONTACT NAME: Partners Service Group
PHONE (A/C, No, Ext): (415) 874-7168 FAX (A/C, No): (415) 874-7199
E-MAIL ADDRESS: psg@equityrisk.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Insurance	18058
INSURER B: Ins. Co. of the State of PA	19429
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Alarm Security Group, LLC
12301 Kiln Court
Beltsville MD 20705

COVERAGES **CERTIFICATE NUMBER:** CL1271611607 **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 Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			PHPK883700	7/18/2012	7/18/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 5,000,000 $ 5,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS [X] Physical Damage			PHPK883700	7/18/2012	7/18/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll Deductible	$ 1,000,000 $ $ $ $ 1,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB386787	7/18/2012	7/18/2013	EACH OCCURRENCE AGGREGATE	$ 15,000,000 $ 15,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC035896424	7/18/2012	7/18/2013	[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
A	Errors & Omissions			PHPK883700	7/18/2012	7/18/2013	Aggregate Each Occurrence	$5,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Hidalgo County is listed as an additional insured per attached Form CG20101001.

CERTIFICATE HOLDER

Hidalgo County
2802 So. Bus. Hwy. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Anthony Marcon/KURIH

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COMMENTS/REMARKS

Additional Named Insureds:
1. Alarm Security Group, LLC
2. Alarm Acquisition Company, LLC
3. ASG Holdings, LLC
4. Brinkman Security Inc.
5. Argus Security Systems
6. ABC Security Corporation
7. Prostar Security
8. Techtronics Security
9. Czartek Security
10. American Security Alarms
11. Entrust Connections
12. ASG Monitoring, LLC
13. AGS SEC
14. AccuTech Systems, Inc.
15. Abbot Security Group
16. Matrix Security Group, Inc.
17. Matrix Security Group, Inc. DBA Safeguard Security
18. Matrix Security Systems LLC
19. Security Solutions dba SSI
20. Alert Protective Systems, Inc.
21. ACE Electronic Alarms, Inc.
22. Lotus Security Services, Inc. DBA Safeguard Security
23. Matrix Security Systems II, LLC
24. B Safe Protective Systems
25. Matrix Security Systems, I, LLC
26. Matrix Security Group, Inc. DBA Security Solutions and SSI
27. Brady Technical Systems, Inc.
28. Tenn Security, Inc./ TA Tenn Pro Tech Systems
29. ASG Government Services, LLC
30. Ultraguard Protective Systems, Inc.
31. TnT Central Station
32. TnT Security Services
33. Electronic Installations
34. Controlled Access
35. LV Systems (December 2011 acquisition)
36. Texana Security (December 2011 acquisition)
37. Supreme Security (Part of Texana)
38. San Angelo Security (Part of Texana)
39. Security Depot (Part of Texana)
40. Integrity Security Solutions
41. American Security
42. Vision Security
43. Wiring Solutions
44. Howe Security
45. Artuck Security
46. Kings III
47. Encompass Security
48. American Sentinel
49. Sight & Sound Systems
50. Power Home Technologies
51. Village Security
52. Signature Alert
53. TRS Security
54. Code Red
55. Icon Security
56. Trojo Security
57. Security Services
58. General Security
59. Soteria Security
60. Security Network
61. 3Sixty Intergrated
62. Intercity Alarms
63. Alarm Security Holdings LLC
64. ASG Intermediate Holding Corp

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ASG SECURITY

Schedule of Equipment

The Schedule of Equipment outlines the scope of equipment or services to be provided and/or installed, and is hereby part of Commercial Purchase, Lease and Services Agreement dated the 12 day of MAY, 2014, between ASG Security (Company) and HIDALGO COUNTY SAFETY DIV (URBAN COUNTY) ("Client"), located at:

9805 N 10 TH ST MCALLEN TX 78504

SCOPE OF WORK / SERVICES TO BE PROVIDED:

Amendment to "18. Third Party Indemnification"

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, to the extent provided for under the Constitution and the Laws of the State of Texas, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damage and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

**** ADD SERVICES TO EXISTING VISTA 20 SYSTEM VISTA 20 SYSTEM ***

OPEN AND CLOSE LOG ONLY $5.00 MONTHLY

$5.00 FOR ONE MONTH BILL ON COMPLETION PO #

COUSTOMER # 5341219 SITE # 545019

ASG SECURITY (Alarm Security Group LLC)	Accepted by:
Julio Montemayor	X
Sales Representative (Print/Signature)	*Client's Authorized Signature* — *Date*
Company Authorized Signature	*Client's Name*
Title	*Printed Name* — *Title*
Date	*Business Telephone* — *Date*

The parties hereto mutually agree that the Schedule of Equipment contains the entire scope of protective services to be provided and must be signed by the Client and authorized by the Company.

v10.13

Date	Invoice#
3/1/2014	24254992

Hidalgo Cty Safety Division
2818 S Business Highway 281
Purchasing Dept
Edinburg TX 78539-6243

Remit To: ASG Security
P.O. Box 650837
Dallas TX 75265-0837

Customer#	PO Number	Terms	Due Date
5341219		Net Due 30 Days	3/31/2014

Service Period	Description	Qty	Unit Price	Ext. Amount
	Most cities and counties require alarm permits. Please check with your local municipality for permit requirements as fines may be applicable.			
	Hidalgo Cty Safety division 9805 N 10th St			
4/1/14 - 4/30/14	Monitoring - Burglary	1	21.00	21.00
4/1/14 - 4/30/14	Monitoring - Cell Backup	1	7.95	7.95

Subtotal	28.95
Sales Tax	0.00
Invoice Total	28.95

Date	Invoice#
4/1/2014	24539982

Hidalgo Cty Safety Division
2818 S Business Highway 281
Purchasing Dept
Edinburg TX 78539-6243

Remit To: ASG Security
P.O. Box 650837
Dallas TX 75265-0837

Customer#	PO Number	Terms	Due Date
5341219		Net Due 30 Days	5/1/2014

Service Period	Description	Qty	Unit Price	Ext. Amount
	Most cities and counties require alarm permits. Please check with your local municipality for permit requirements as fines may be applicable.			
	Hidalgo Cty Safety division 9805 N 10th St			
5/1/14 - 5/31/14	Monitoring - Burglary	1	21.00	21.00
5/1/14 - 5/31/14	Monitoring - Cell Backup	1	7.95	7.95

Subtotal	28.95
Sales Tax	0.00
Invoice Total	28.95

Date	Invoice#
5/1/2014	24694254

Hidalgo Cty Safety Division
2818 S Business Highway 281
Purchasing Dept
Edinburg TX 78539-6243

Remit To: ASG Security
P.O. Box 650837
Dallas TX 75265-0837

Customer#	PO Number	Terms	Due Date
5341219		Net Due 30 Days	5/31/2014

Service Period	Description	Qty	Unit Price	Ext. Amount
	Most cities and counties require alarm permits. Please check with your local municipality for permit requirements as fines may be applicable.			
	Hidalgo Cty Safety division 9805 N 10th St			
6/1/14 - 6/30/14	Monitoring - Burglary	1	21.00	21.00
6/1/14 - 6/30/14	Monitoring - Cell Backup	1	7.95	7.95

Subtotal	28.95
Sales Tax	0.00
Invoice Total	28.95

Zimbra **moises.salazar@co.hidalgo.tx.us**

RE: ASG Agreement for Security Alarm at County Owned Bldg on 9805 N. 10th St., McAllen, TX

From : Michael Garza <michael.garza@da.co.hidalgo.tx.us> Tue, May 27, 2014 09:01 AM
Subject : RE: ASG Agreement for Security Alarm at County Owned Bldg on 9805 N. 10th St., McAllen, TX
To : 'Moises Salazar' <moises.salazar@co.hidalgo.tx.us>
Cc : "Josephine L Ramirez (Business Fax)" <"Josephine L. Ramirez (Business Fax)"@zimbra.hidalgocounty.us>
Reply To : michael garza <michael.garza@da.co.hidalgo.tx.us>

Moises,

I have reviewed this amendment and approve as to form.

Should you have any questions or concerns, please do not hesitate to contact me.

Michael Garza
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. 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: Tuesday, May 27, 2014 8:40 AM
To: michael.garza@da.co.hidalgo.tx.us
Subject: FW: ASG Agreement for Security Alarm at County Owned Bldg on 9805 N. 10th St., McAllen, TX

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section Chief
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: Moises Salazar [mailto:moises.salazar@co.hidalgo.tx.us]
Sent: Friday, May 23, 2014 4:04 PM
To: josephine ramirez
Subject: ASG Agreement for Security Alarm at County Owned Bldg on 9805 N. 10th St., McAllen, TX

Hello Ms Josephine,
We are requesting your help, in reviewing the additional services being requested by the Executive Office to make sure modification is correct and allowed under the approved agreement.
To my understanding, this modification would be allowed under agreement's paragraph 4. "Changes in the System".

We appreciate the help you originally provided in reviewing this agreement a year ago and now with this modification.

Should you have any questions or need additional information, please do not hesitate to contact our office.

Thank you.

From the desk of:
Moises Salazar, Buyer III
Hidalgo County Purchasing Department
2802 South Business Hwy 281
Edinburg, TX 78539
(956) 292-7000 Ext. 4863
(956) 318-2626
(956) 292-7612 Fax
moises.salazar@co.hidalgo.tx.us

AI-44893 **Purchasing Department 22. A. 4.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted For: Martha L. Salazar, HC-PA **Submitted By:** Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Presentation of the scoring grid from the Evaluation Committee for the proposals received and graded for the purpose of ranking by Commissioner's Court in connection to the County's RFP for: "Real Estate Broker Services"-RFP No.: 2014-132-05-28CGA);

PARTICIPANT'S NAME	AVERAGE SCORE	RANKED
W-M Keller Williams Realtors	80	
CBRE INC.	94	

b. Requesting authority for Purchasing Department to commence negotiations with the number one (1) ranked broker:

_____.

BACKGROUND

Attachments

Particpation-Acceptance Sheets

Grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/12/2014 02:47 PM
Budget & Management	Debbie Tamez	06/12/2014 03:53 PM
Obdett Calzada	Obdett Calzada	06/13/2014 02:49 PM
Purchasing Department	Marty Salazar	06/13/2014 03:57 PM
Obdett Calzada	Obdett Calzada	06/13/2014 05:33 PM
Auditor's Office	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Gricelda Villarreal Started On: 06/05/2014

Final Approval Date: 06/13/2014

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: May 28, 2014 RFP ACCEPTANCE TIME: 9:30 A.M.
DEPARTMENT/PROPOSAL DESCRIPTION: "REAL ESTATE BROKER SERVICES"
RFP NO: 2014-132-05-28-CGA

NAME OF Proposer: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1. Steven Mathis Ameribid	email	Stevenmathis@ameribid.com CGA	5-08-14	229-392-3492
Randy Summers, CCIM 2. Davis Equity Realty	Email	rsummers@davisequity.com CGA	5-08-14	2290 W Pike #100 Weslaco, Tx 956-969-8648
3. CBRE Public Institutions & Education Solutions Peter Jensen	email	Peter.jansen@cbre.com CGA	5-08-14	100 Congress Ave. Suite 500 Austin, Texas 78701 1-512-499-4902
4. Pemco Limited Vanessa Urata	Email	Vanessa.urata@pemco-limited.com CGA	5-08-14	1601 Response Road, Suite 260 Sacramento, CA 95815 1-877-927-7313
5. W&M Realtor Anita Moon	Email	Anitamoon3@gmail.com CGA	5-08-14	833 N. Ware Rd. Mcallen, Texas 78501 330-5287
6. Cause Brokers Troy Weiman	Email	troy@causebrokers.com CGA	5-08-14	303-324-3661
7. Luis R. Zamora Meridian Realty Group	Email	lzamora@meridianrgv.com	5-08-14 5-14-15	801 S. Cynthia Ave McAllen, Texas 78501 956-632-0900
8. Eddie DeLeon	Email	Eddie.deleon@contractstaff.com	5-08-14	
9. Mike Krummel Coldwell Banker La Mansion		Mcallen_land@yahoo.com	5-15-14	508 East Dove Avenue McAllen Texas, 78504 (956) 631-1322

*VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)
PROPOSER LIST MAIL OUT (PLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

PROPOSAL ACCEPTANCE DATE: **May 28, 2014**	**PROPOSAL ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF PROPOSAL: RFP- "REAL ESTATE BROKER SERVICES"

PROPOSAL NO: 2014-132-05-28-CGA

RFP#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFP RESPONSE
#01	WM-Keller William Real Estate McAllen, Texas	√√ 1-original; 7 copies
#02	CBRE, Inc. Austin, Texas	√√ l-original; 7-copies
#03		
#04		
#05		
#06		
#07		
#08		
#09		
#10		

Hidalgo County

"REAL ESTATE BROKER SERVICES"

Evaluation Grid

Evaluation Criteria	WM-Keller Williams Realtors					CBRE, Inc.				
Graders	#1	#2	#3	#4	#5	#1	#2	#3	#4	#5
Firm Qualifications	18	21	20	21	18	25	22	20	25	25
Marketing Plan	8	19	20	20	8	24	20	23	25	25
Cost	30	25	30	28	30	30	25	30	27	30
Understanding of Project/ Similar Services	13	16	30	20	15	20	16	18	20	20
Total Scores:	69	81	90	89	71	99	83	91	97	100
Overall Score:	400					470				
Average Score:	**80**					**94**				
Ranking:										

AI-44642 **Purchasing Department 22. A. 5.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted For: Martha L. Salazar, HC-PA **Submitted By:** Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Award of bid and contract to the responsible vendor submitting the the lowest and best bid (as detailed in tabulation sheet contained herein) and meeting all specifications and/or requirements for titled: Hidalgo County-Custodial Services for New Administration Building, fka, K-mart Bldg, located at 2812 S. Bus. Hwy. 281, Edinburg, TX" through project No.: 2014-049-03-26-SGS.

BACKGROUND

1. Contract will commence upon approval of Commissioner's Court.
2. Contract document was reviewed and approved by Legal Counsel as to form.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-419-40-220-001-0-423

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

BUDGETARY IMPACT:

Funding pending approval of interdepartmental transfer - AI# 44958 6-17-14

Monthly cost $3,769.71 X 6 = 22,618.26 (General Services only)

Attachments

Recommendation, Tab & Participation

contract

legal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/06/2014 04:57 PM
Budget & Management	Debbie Tamez	06/09/2014 01:36 PM
Manuel Chapa	Manuel Chapa	06/13/2014 04:08 PM
Auditor's Office	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Sandy Suarez Started On: 05/21/2014 11:59 AM

Final Approval Date: 06/13/2014

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Recommendation/Concurrence)

TO: Sergio Cruz, Budget Office
Hidalgo County Budget & Management

ATTN: Rey Salazar, Director,StrategicPlanning Division / Viaemail:rey.salazar@co.hidalgo.tx.us
Rolando Garcia, Planning Analyst I rolando.garcia@co.hidalgo.tx.us

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: **March 27, 2014**

RE: **BID AWARD RECOMMENDATION/CONCURRENCE:**
RFB No.: 2014-049-03-26-SGS-HIDALGO COUNTY - "CUSTODIAL SERVICES FOR THE NEW ADMINISTRATION BLDG.- EDINBURG-TX."

We have received six **(6) responses** for the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

We would like to present your Recommendation on the proposed Commissioner's Count Meeting; therefore, we need your response **no later than: Thursday, April 03, 2014 @ 10:00 a.m.** to be able to present to Commissioner's Court on **Tuesday, April 29, 2014.** 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: sandy.suarez@co.hidalgo.tx.us.**

Should you have any questions or require further information, please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. AMB Janitorial Service	Lowest bid
2.	
3.	

Sergio Cruz	Sergio Cruz	D.B.M.	6/5/14
AUTHORIZED SIGNATURE	PRINT NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us as soon as possible.

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

Department Name: Hidalgo County

Bid Opening Date: **March 26, 2014** | Bid Opening Time: 9:30 A.M.

Description of Bid: Custodial Services for New Administration Bldg-Edinburg-TX.

Bid Number: 2014-049-03-26-SGS | Buyer: Sandy Suarez

	DESCRIPTION	VENDORS					
		1 AMB Janitorial Serv. San Antonio	2 Alpha & Omega Edinburg	3 WCD Enterprises, LLC Arizona	4 WTS World Tech Services, Inc San Antonio	5 CCC Services McAllen	6 Appletree McAllen
	General Services **Monthly Cost**	$ 3,769.71	$ 4,166.00	$ 4, 225.00	$ 5,501.11	$ 7,900.00	$ 10, 000.00
	Options - Additional Services						
1.	**Restock & provide supplies (Daily)**	No Bid	$ 5,111.00	$ 422.50	$ 933.92	No Bid	$ 3,000.00
2.	**Stripping & Waxing (semi-annual)**	$ 1,576.85	$ 1,800.00	$ 16,665.60 ($ 8,332.80 ea)	$ 1,338.34	$ 2,100.00	$ 1,375.00
3.	**Day Porter (8:00-5:00)**	$ 2,213.45	$ 2,000.00	$ 12.00 per hr	$ 2,030.82	$ 2,250.00	$ 1,500.00

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

Department Name: Hidalgo County

Bid Opening Date: **March 26, 2014** | Bid Opening Time: 9:30 A.M.

Description of Bid: Custodial Services for New Administration Bldg-Edinburg-TX.

Bid Number: 2014-049-03-26-SGS

Buyer: Sandy Suarez

	DESCRIPTION	RECOMMENDED VENDOR AMB Janitorial Serv. San Antonio
	General Services **Monthly Cost**	**$ 3,769.71**
	Options - Additional Services	
1.	**Restock & provide supplies (Daily)**	**No Bid**
2.	**Stripping & Waxing (semi-annual)**	**$ 1,576.85**
3.	**Day Porter (8:00-5:00)**	**$ 2,213.45**

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: March 26, 2014 BID OPENING TIME: 9:30 A.M.
DEPARTMENT/BID DESCRIPTION: "Custodial Services for New Administration Bldg-Edinburg-TX." & Addendum No. 1, No. 2 & No. 3
BID NO.: 2014-049-03-26-SGS

	NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1.	ABC Janitorial & Floor Care Inc.	E-Mail	Sandy Suarez	03/10/14	908 Sycamore Avenue McAllen, TX 78501 (956)682-1700 (1-800)-322-5420 Fax: 956-682-7811 abcfloor1@netzero.com
2.	Campbell's Janitorial Services & Floor Care Jessica	E-Mail	Sandy Suarez	03/10/14	2212 Primrose Ave. Bldg. G McAllen, TX 78504 Phone: 956-687-6243 campbells.services@hotmail.com
3.	Apple tree Janitorial Service and Floor Care Alexandra Gallegaos	E-Mail	Sandy Suarez	03/10/14	820 W Nolana Ave, Bldg C McAllen, TX (956) 800-4440 alex@appletreejanitorial.com
4.	Alpha and Omega Cleaning Services, Ll Ismeal De Leon 956-381-5739	E-Mail	Sandy Suarez	03/10/14	Route 12 Box 377 Edinburg, TX 866-367-3410 C 956-569-6633 alphaomegaservice@yahoo.com
5.	You've Got Maids Nayda Perez	E-Mail	Sandy Suarez	03/10/14	956-68MAIDS 956-686-2437 mcallen@youvegotmaids.com
6.	United Facility Services Corp Attn: Wendy Khan	E-Mail	Sandy Suarez	03/10/14	130 Brook Avenue Deer Park NY, 11729 P (631)243-4444 x 36 F (631)243-6666 khan@eastcobuildingservices.com
7.	ABM Attn: Amanda Reed	E-Mail	Sandy Suarez	03/10/14	10521 Gulfdale St.San Antonio, TX 78216 210.733.6015 (Office) 210.293.4976 (Direct)210.248.8961 (Cell) 866.502.4809 (Fax) Amanda.n.reed@abm.com
8.	Prime-Vendor Attn: Ashley Reed	E-Mail	Sandy Suarez	03/11/14	4622 Cedar Ave. Ste 124 Wilmingtonn, N.C. 28403 P (800)746-9554 F (800)746-8307 Work41@prime-vendor.com
9.	All Star Cleaning Javier Palacios or Joe Castro	IP	Sandy Suarez	03/11/14	956-681-8828 Javier 956-681-1240 Joe

10	Virtual Builders Exchange Att: Karen Sesters	E-MAIL	Sandy Suarez	03/12/14	4047 Naco Perrin Ste 100 San Antonio, TX 78217 P 210-564-6900 F 210-564-6902 karen@virtualbx.com
11	Member's Bldg Maint. Attn: Karen Johnson 3/20/14 not participating	E-MAIL	Sandy Suarez	03/12/14	11363 Denton Drive Ste 127 Dallas, TX. 75229 karen@membersltd.com
12	World Technical Services, Inc Joe Scott	E-MAIL	Sandy Suarez	03/12/14	4903 NW Industrial Road San Antonio, Texas 78239 P 210-333-1514 F 210-333-3433 jscott@worldts.org
13	AFS Anita Sweet	E-MAIL	Sandy Suarez	03/13/14	P 770-740-1613 asweet@amfacility.com
14	WCD Enterprises.LLC Cynthia	E-mail	Sandy Suarez	03/19/14	28150 N. Alma School Pkwy #103-452 Scottsdale, AZ. 85262 Corp 480-415-3416 P 323-303-0803 wcd.cynthia@gmail.com
15	MarFran Cleaning LLC Naomi W. Scales	E-mail	Sandy Suarez	03/20/14	832-885-6692 281-984-7651 marfrancleaning@yahoo.com
16	CC April Morin	E-mail	Sandy Suarez	03/25/14	3101 N. 21st Ste F McAllen, TX. 78501 P# 956-627-2624 F# 956-683-6554 aprilmorin@cccservices.us

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

SERVICE CONTRACT
C-14-049-06-17

THIS CONTRACT is made and entered into this **17th** day of **June, 2014** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **ABM Janitorial Services-South Central, Inc. dba ABM Janitorial** a California Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for "**CUSTODIAL SERVICES FOR NEW ADMINISTRATION BUILDING**" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Company's Bid attached hereto as Exhibit "B" (the "Bid Page"), both such exhibits incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to location at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Department Head, or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **June 17, 2014** and ending on **June 16 , 2015** and may be extended at the sole discretion of County for an additional (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees

to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Company : ABM Janitorial Services-South Central, Inc.
DBA ABM Janitorial Services
Attn: Amanda Reed, Account Executive
10521 Gulfdale
San Antonio, Texas 78216

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

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) 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).

WITNESS our hands in duplicate originals this_____ day of _____, 2014.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

ABM Janitorial Services-South Central, Inc. DBA ABM Janitorial Services

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

EXHIBIT "A"

Request for Bid (RFB)
Procurement Packet

PURCHASING DEPARTMENT
County Of Hidalgo

March 10, 2014

Bidder's name

Address

City

State, Zip Code

RE: Hidalgo County-Request for Bids – **"CUSTODIAL SERVICES FOR NEW ADMINISTRATION BUILDING-EDINBURG-TX."**
RFB № 2014-049-03-26-SGS

Dear Sir/Madam:

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/sgs

Enclosures

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS

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RFB No: 2014-049-03-26-SGS

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The above mentioned items shall be found in the Request for Bids (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 10, 2014
Date

LEGAL NOTICE

REQUEST FOR BIDS

HIDALGO COUNTY

"CUSTODIAL SERVICES FOR NEW ADMINISTRATION BUILDING-EDINBURG-TX"

RFB No: 2014-049-03-26-SGS

Bid No: 2014-049-03-26	Buyer II: Sandy Suarez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY
"CUSTODIAL SERVICES FOR NEW ADMINISTRATION BUILDING-EDINBURG-TX"

BID OPENING DATE

MARCH 26, 2014

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"CUSTODIAL SERVICES FOR NEW ADMINISTRATION BUILDING-EDINBURG-TX" – HIDALGO COUNTY** 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-2014-049-03-26-SGS-" CUSTODIAL SERVICES FOR NEW ADMINISTRATION BUILDING-EDINBURG-TX" – Hidalgo County**and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MARCH 26, 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 "REQUEST FOR BIDS-2014-049-03-26-SGS-RFB- CUSTODIAL SERVICES FOR NEW ADMINISTRATION BUILDING-EDINBURG-TX – HIDALGO COUNTY.** 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(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number & Contract Number (if any)
  d) Notation - **CUSTODIAL SERVICES FOR NEW ADMINISTRATION BUILDING-EDINBURG-TX" -Hidalgo County** 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
Attn: Accounts Payables
2812 S. Business 281
Edinburg, Texas 78539
(956)318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**MARCH 26, 2014**
Award of Contract	_____, 2014
Commence Work or Deliver Products	_____, 2014

18. 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 & 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 thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.htlm . If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For

HIDALGO COUNTY
"CUSTODIAL SERVICES FOR NEW ADMINISTRATION BUILDING-EDINBURG-TX"
BID NO.: 2014-049-03-26-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 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

"CUSTODIAL SERVICES FOR NEW ADMINISTRATION BUILDING-EDINBURG-TX"

RFB No: 2014-049-03-26-SGS

EXHIBIT "A"
HIDALGO COUNTY
"CUSTODIAL SERVICES FOR NEW ADMINISTRATION BUILDING – EDINBURG-TX."
RFB NO.: 2014-049-03-26-SGS

Scope of Services:

Hidalgo County is soliciting and seeking competitive sealed bids for an annual contract for the services of "Custodial Services for the New Adiministration Building – Edinburg- TX." from vendors specializing in office cleaning. Vendor (s) will be required to provide, but not limited to: Supervision, labor, equipment, tools, materials and supplies etc, as necessary to accomplish the requested services.

Specifications/Requirements:

In accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. Any bid that does not meet the minimum requirements and/or specifications may be rejected. All prices for goods and/or services shall be **firm** for the duration of this contract.

A Pre-Bid Conference and walk through has been scheduled for: **March 17, 2014 at 9:00 A. M.** – Location: 2802 S. Business Hwy 281 Edinburg, TX. 78539; Hidalgo County's- New Administration Bluiding. Attending Participant(s); please confirm via email to: sandy.suarez@co.hidalgo.tx.us. Please advise the number of person(s) that will be attending. (See attached A-1)

LOCATION: Hidalgo County Administration Building is located at 2802 S. Business Hwy 281 Edinburg, Texas 78539 and is approximately 55,552 sq ft with an estimation of (300) offices, rooms and public areas that would need cleaning. **The services requested would be done after County work hours between 5:00 pm- 6:00 am.**

Services Needed: **OPTION I**	Frequency
1. General Cleaning:	**Daily**
• Hours/Schedule of days required for cleaning crews	
• Sweeping and moping of floors and remove all gum	
• Vacuuming the rugs or carpets (as necessary), remove any spots & gum	
• Glass Cleaning every office and/or restrooms	
• Transport trash to designated areas for removal from facility	
• Clean/disinfect wastebaskets as necessary	
• Clean coffee station areas	
• Clean and wipe down all counter tops and break room table(s)	
• Clean and disinfect microwave oven(s)	
• window ledges and walls near lights switches to remove hand prints and/or smudges	
• Turn of all office lights after cleaning each area	
• Dust mini blinds/shades/similar wall hangings etc.	**Daily**
• Clean doors, door jams, metal trim, thresholds, base boards, interior	
• Clean all windows on the interior & exterior	**Quartely**
2. Restrooms	**Daily**
• Restock paper towels, toilet tissue, soap, air fresheners dispensers (County will supply inventory) unless Option II is also chosen	
• Clean and polish all bright metal work and faucets	
3. Floor Areas	
• Supplies – All cleaners, detergents, non-skid wax and/or chemicals necessary to perform the duties will be furnished by contractor as part of the cost of service and will not be charged. All chemicals/cleaners shall be OSHA approved and all applicable State's standard rules & regulations shall be adhered to. Environmentally friendly supplies are encouraged. Material Safety Date Sheets must be provided.	**Daily**

• Equipment – All vacuum cleaners, mops, brooms, and any other equipment necessary to perform the duties and responsibilities of janitorial service must be provided by the contractor.	
Offices	
• Offices shall be thoroughly cleaned upon request – (provided that desk areas have personal and paperwork removed prior to cleaning) – request form should be utilized	**Daily**

OPTION II	**Frequency**
Option- as added cost	
• Vendor will restock of all paper towels, toilet tissue, soap, air freshener dispensers, etc.	**Always**
• Stripping & waxing of floors-semi-annual basis	**As needed**

- Once contract has been award the Point of Contact will be Mr. Daniel Flores, Hidalgo County Facilities Maintenance Manager.
- Bidder shall charge on a month basis.
- **Bidder must choose Option I or Option I with Option II. Option II alone will not be considered.**
- A storage space will be provided to secure equipment and supplies. Hidalgo County will not be responsible for lost or missing supplies or equipment.
- The Administration Building will be closed on all County observed Holidays.

KEY CONTROL

The contractor shall establish and implement methods of ensuring that all keys issued to the contractor by the County are not lost, misplaced, or used by unauthorized personnel. No keys issued to the contractor may be duplicated. The contractor will be required to reimburse the County for replacement of locks or rekeying as a result of contractor losing keys or damaging locks. Locks must be replaced with the same grade or equivalent as approved by the Facilities Operations Manager, or his assistant. In some cases, keys will not be provided to the contractor.

The successful contractor will be briefed on area accessibility on contract start date. A signed spread sheet to include Company's staff name and the responsible person for the custodial company and signature will be required with the sheet. Hidalgo County will monitor this spread sheet for active staff, reviewing the count as well as of the keys once a month.

Responsibilities & Restrictions

1. Vendor must submit a background check for all employees that will be entering onto the premises.
2. Awarded vendor will be responsible for moving furniture and placing back in its original location.
3. Awarded vendor will be responsible for any damages within the cleaning area/ site, building.
4. At no time will any unauthorized personnel and/or person(s) be permitted into the County facility. This rule shall be strictly adhered for Security purposes and for the protection of the person(s).
5. Contractor employees will wear a standard distinctive uniform of same color and design with company logo that is visible and recognizable.

6. Material Safety Data Sheets "MSDS" must be filed in notebooks with "MSDS" written outside the notebooks and they must be kept in all accessible and specified locations.
7. All hazardous mateials must be properly labeled.
8. An Inventory log must be kept in designated storage area for supplies provided by the County, (i.e. paper towels, toilet tissue; soap and air freshener etc.). If supplies are needed, Contact Mr. Daniel Flores. (Unless Option II is also chosen).
9. Weekly inspections by on-site management must be made to assess work accomplishments and set objectives for future work needed.
10. On site management must make frequent rounds to assess service levels and notify personnel of any recurring or potential concerns.
11. Contracted Management or representative must be readily available at all times in case Hidalgo County representative: Mr. Daniel Flores, Facilities Maintenance Manager needs to contact and/or meet with them for any issues that may arise. After hour telephone number must be provided.
12. Hazardous conditions and items needing repair (i.e. leaky faucets, toilet stoppage etc.) shall be reported to Mr. Daniel Flores immeditately.

BILLING INSTRUCTIONS:

All invoices must have required information, (Legal Notice, page 3, paragraph 16) and be sent to:
Facilities Management Department
Attn: Accounts Payables
3100 S. Business Hwy 281 / P.O. Box 1356
Edinburg, TX. 78539

TERMS AND CONDITIONS:

1.) The term of the contract will be for a one (1) year initial period. Hidalgo County reserves the right to extend the contract for an additional one (1) one (1) year term, under the same rates, terms and conditions.

2.) 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 the next contract term.

3.) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

4.) Insurance requirements for this project to be maintained through out the contract term (refer to Exhibit "C" for limits).

5.) After Bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the tight 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 of such item.

6.) Any contract awarded to a successful bidder will be in effect until:
- The contract expires.
- Delivery acceptance of products and/or performance of services ordered, or
- Terminated by County with thirty (30) days written notice prior to the cancellation.

7.) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

8.) Bidder will have been in business for at least two years.

9.) The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

10.) The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

11.) The successful bidder agrees to abide by all applicable state laws, regulations and be incompliance with all OSHA regulations and requirements throughout the term of the Contract.

12.) County may seek purchases from State awarded vendors or any cooperative purchasing programs, whenever it is in the best interest to do so.

13.) **All cost and expenses associated with the preparation and submission of all (Bid, Proposals, Statements of Qualifications (RFQ) and Quotes shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.**

ADDITIONAL INFORMATION:
Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, Edinburg, Tx 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, March 19, 2014 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, March 21, 2014 by 5:00 P.M.

EXHIBIT "A-1"

Pre-Bid Confirmation Sheet

REQUEST FOR BIDS
HIDALGO COUNTY

"CUSTODIAL SERVICES FOR NEW ADMINISTRATION BUILDING-EDINBURG-TX"

RFB No: 2014-049-03-26-SGS

Exhibit "A-1"
Hidalgo County
"Custodial Services for New Administration Building –Edinburg-TX."
RFB No.: 2014-049-03-26-SGS

Pre-Bid Conference

March 17, 2014 @ 9:00 a.m.

Attendee Confirmation:

Business Name:_____
Business Address:_____
Business Telephone number:_____
Number of Attendees:_____

Name of Attendee(s)	
1.	6.
2.	7.
3.	8.
4.	9.
5.	10.

Please return no later than: March 13, 2014 @ 3:00 P.M.; via email to: sandy.suarez@co.hidalgo.tx.us

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS
HIDALGO COUNTY

"CUSTODIAL SERVICES FOR NEW ADMINISTRATION BUILDING-EDINBURG-TX"

RFB No: 2014-049-03-26-SGS

EXHIBIT "B"
HIDALGO COUNTY
"CUSTODIAL SERVICES FOR NEW ADMINISTRATION BUILDING-EDINBURG-TX"
RFB NO.: 2014-049-03-26-SGS

BID PAGE

Internal Purposes only: Commodity Code: 910-39

OPTION I

SERVICES NEEDED	FREQUENCY
General Cleaning	Daily
Restrooms	Daily
Floor Areas	Daily
Offices	Daily
Clean Windows (interior & exterior)	Quarterly
Dust mini blinds/shades,wall hangings etc.	Daily

Option I Monthly Cost $ _____

OPTION II with OPTION I

OPTION- AS ADDED COST	Frequency
Vendor will restock of all paper towels, toilet tissue, soap, air freshener dispensers, etc.	Always
Stripping & waxing of floors-semi-annual basis	As needed

Option II with Option I Monthly Cost $ _____

BIDDER INFORMATION

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE №:_____ FAX №:_____

CELLULAR №:_____

AUTHORIZED SIGNATURE:_____

PRINT NAME:_____ DATE/____/____

TITLE:_____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS
HIDALGO COUNTY

"CUSTODIAL SERVICES FOR NEW ADMINISTRATION BUILDING-EDINBURG-TX"

RFB No: 2014-049-03-26-SGS

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.

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 GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AUTO ONLY: AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$ $ $
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	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

Insurance Requirement Acknowledgment

I, authorized representative for _____,
Company/Vendor

Hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met; see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I possess all of the APPLICABLE:

1. Licenses:
2. 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

REQUEST FOR BIDS
HIDALGO COUNTY

"CUSTODIAL SERVICES FOR NEW ADMINISTRATION BUILDING-EDINBURG-TX"

RFB No: 2014-049-03-26-SGS

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

APPLICATION
&
W-9 FORM

REQUEST FOR BIDS
HIDALGO COUNTY

"CUSTODIAL SERVICES FOR NEW ADMINISTRATION BUILDING-EDINBURG-TX"

RFB No: 2014-049-03-26-SGS

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	Telephone No. ( )
dba Name:	
Legal Name:	
Mailing Address :	Fax No. ( )
Physical Address:	
City, State, Zip	Tax I.D. No.
Remit to Address :	City, State, Zip
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	Disadvantaged Business (At Least 51% Ownership)	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. 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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee [1] 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

REQUEST FOR BIDS
HIDALGO COUNTY

"CUSTODIAL SERVICES FOR NEW ADMINISTRATION BUILDING-EDINBURG-TX"

RFB No: 2014-049-03-26-SGS

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
3/26/14
9:45am
Witnessed

REVISED EXHIBIT "B"
HIDALGO COUNTY
"CUSTODIAL SERVICES FOR NEW ADMINISTRATION BUILDING EDINBURG-TX"
RFB NO.: 2014-049-03-26-SGS

BID PAGE

Internal Purposes only: Commodity Code: 910-39

SERVICES NEEDED	Monthly Cost
General Cleaning(as per specifications) • Restrooms • Floor Areas • Offices	$ 3,769.71

Hidalgo County reserves the right to select one (1) or more or none of the following Options if the County determines it is in its best interest to do so.

	OPTIONS (1-3) ADDITIONAL SERVICES	Monthly Cost
1	Vendor will restock of all paper towels, toilet tissue, soap, air freshener dispensers, etc.	$ No Bid
2	Stripping & waxing of floors-semi-annual basis	$ 1,576.85
3	Day Portor (per)	$ 2,213.45

BIDDER INFORMATION

BIDDER/COMPANY NAME: ABM Janitorial Services - South Central, Inc.

ADDRESS: 10521 Gulfdale Street

CITY/STATE/ZIP CODE: San Antonio, Texas 78216

PHONE №: (210) 733-6015 FAX №: (210) 737-1843

CELLULAR №: (210) 248-8961

AUTHORIZED SIGNATURE: Ron Peden

PRINT NAME: Ron Peden DATE/ 3/25/2014

TITLE: Branch Manager

EXHIBIT "C"

CERTIFICATE OF INSURANCE

123486

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/10/2014

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
Commercial Lines - (415) 541-7900
Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408
45 Fremont Street, Suite 800
San Francisco, CA 94105-2259

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	ACE American Insurance Company	22667
INSURER B :	ACE Property and Casualty Ins. Co.	20699
INSURER C :	Illinois Union Insurance Company	27960
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
ABM Janitorial Services-South Central, Inc.
an ABM Industries Incorporated Company
1775 The Exchange SE, Suite 600
Atlanta, GA 30339

COVERAGES **CERTIFICATE NUMBER:** 7815476 **REVISION NUMBER:** See below

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			XSLG27327497	11/01/2013	11/01/2014	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
	X $1,000,000 SIR						MED EXP (Any one person)	$ Excluded
	X XCU						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			ISAH08814910	11/01/2013	11/01/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	X ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			XOOG27322554	11/01/2013	11/01/2014	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 25,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			TNSC47312498	11/01/2013	11/01/2014	PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A			Retention: $500,000 Ea Accid			E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			$500,000 Each Employee			E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Jobsite: Hidalgo County Administration Building 2802 S. Bus. Hwy 281, Edinburg, TX. 78539.
Hidalgo County is included as additional insured as respects general liability as required by written contract with the Named Insured. Thirty (30) days written notice of cancellation or non-renewal shall be given to the additional insured(s) in the event of cancellation of the general liability, automobile liability, workers' compensation and umbrella policy(ies).

CERTIFICATE HOLDER

Hidalgo County
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

The ACORD name and logo are registered marks of ACORD © 1988-2014 ACORD CORPORATION. All rights reserved.

(This certificate replaces certificate# 7813854 issued on 6/9/2014)

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: ABM Janitorial Services-Custodial Services

From : Steve Crain <scrain@atlashall.com> Sun, Jun 15, 2014 03:58 PM
Subject : RE: ABM Janitorial Services-Custodial Services
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The contract is fine.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, June 12, 2014 5:11 PM
To: Steve Crain
Subject: ABM Janitorial Services-Custodial Services

Mr. Crain:

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

AI-44872 **Purchasing Department 22. B. 1.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted For: Comm. AC Cuellar, HC-Pct. 3 **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of a Professional Appraisal Service Agreement #C-14-264-06-17 with Leonel Garza, Jr. & Associates, LLC for the provision of "Appraisal Services" (on call-on an as needed basis) for projects located with Hidalgo County Precinct No. 1 and (as selected through County's protocol from the "POOL" of Appraisers by CC on 05/27/14).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding will be identified once Pct. 1 identifies project(s) on an "as needed basis".

Attachments

Contract Documentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/04/2014 04:00 PM
Budget & Management	Debbie Tamez	06/04/2014 04:51 PM
Auditor's Office	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Vangie Garcia Started On: 06/04/2014 02:34 PM

Final Approval Date: 06/13/2014

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-14-264-06-17

THIS AGREEMENT is made effective the **17th** day of **June, 2014**, by and between the **County of Hidalgo, Texas** ("County") and **Leonel Garza, Jr. & Associates, LLC** ("Appraiser").

W I T N E S S E T H:

WHEREAS, the County requires appraisal services for: **"All Project for Precinct No. 1" (on call on an as needed basis)**; and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Appraisal Service," 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, County 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 Chapter 2254, Professional and Consulting Services, the County requested proposals from professional right-of-way appraisers to assist the County by providing appraisal services; and

WHEREAS, County has selected the Appraiser to provide appraisal services within Hidalgo County Precinct No. 1, in accordance with 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 County, 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 as shown in Exhibit "B" attached hereto and entitled "Services and Fees to be Provided by the Appraiser." 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 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. Term. This Contract becomes effective when fully executed by both parties and will terminate **One (1) Year** from the date of execution 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.

3. Compensation. As consideration for rendering the Services provided for in this Contract, the County 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 work order. The request for payment shall be made using forms acceptable to the County 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, County 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 20, hereof.

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

5. Inspection of Work. The County 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.

6. 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 County 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 County finds it necessary to require changes in completed work because of errors made by the Appraiser, the County shall require the Appraiser to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Appraiser, the County 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.

7. Reporting. The Appraiser shall promptly advise the County 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.

8. Ownership of Documents. Upon completion or termination of this contract, all documents prepared by the Appraiser or furnished to the Appraiser by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County 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 County under this contract.

9. 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.

10. Voluntary Termination. The County 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.

11. 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.

12. 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 County.

13. 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.

14. Termination by County. If Appraiser fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Appraiser fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Appraiser.

15. No Waiver. No waiver by County 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 County 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

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.

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 County:	County of Hidalgo Attention: County Judge 302 W. University Drive Edinburg, Texas 78539
If to Appraiser:	Leonel Garza Jr. & Associates 1419 Dove Avenue, Suite 1 McAllen, Texas 78504

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 County and Appraiser have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Appraiser in accordance with its terms.

25. 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 **Appraiser.** 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).

EXECUTED as of the day and year first written above.

COUNTY OF HIDALGO, TEXAS

By:_____
Ramon Garcia, County Judge

APPRAISER: Leonel Garza Jr. & Associates

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED BY COMMISSIONER'S COURT ON:_____

EXHIBIT "A"

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 Appraisal Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2014-006-12-11-SGS

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/sgs

Enclosures

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
(All funding sources, programs and entities)
"Professional Appraisal Services Pool"
RFQ No: 2014-006-12-11-SGS

Item	Description	No. of Pages
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2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
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5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Exhibit E, Proposer's Affidavit	1
8.	Vendor/Bidder Application and W-9 form	6
09.	Certification Regarding Debarment	1
10.	RFQ Submittal Check List	1

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 Appraisal Services Pool"

RFQ NO: 2014-006-12-11-SGS

Acceptance Due Date: **DECEMBER 11, 2013**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Sandy Suarez, Buyer II
(956) 292-7000 Ext. 4860
sandy.suarez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Appraisal 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 request for qualifications (RFQ) 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 – 2014-006-12-11-SGS"HIDALGO COUNTY (Including all funding sources, programs, and entities)-"Professional Appraisal 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 QUALIFICATIONS 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 qualification 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. No qualification may be withdrawn within ninety (90) days from the scheduled time to open qualifications.

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 Qualification. 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 Appraisal 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	_____, 2013
Commence Work or Deliver Products	_____, 2013

16. HIDALGO COUNTY PROPOSED HOLIDAYS

2014 YEAR	
New Year's Day	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
Thanks Giving Day	11/27/14 and 11/28/14
Christmas Day	12/24/14 and 12/25/14
New Years Eve	12/31/14

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 78539CHidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.

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. Proposals, 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 Qualification
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Appraisal Services Pool"
RFQ No: 2014-006-12-11-SGS

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.

Respondents acknowledge 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,

Respondent: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

The County of Hidalgo will be accepting Statements of Qualifications from Real Estate Appraisers (firms) in order to establish a pre-qualified pool 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 Real Estate Appraisers will be for **February 09, 2014 and ending March 15, 2015.** The Hidalgo County Purchasing Department will receive **sealed** envelopes containing Statement of Qualifications for the provision of **"PROFESSIONAL APPRAISAL SERVICES POOL-HIDALGO COUNTY"** (including all funding sources, Programs, and Entities)-**Request For Qualifications** 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 labeled with the Company's name, RFQ Number: 2014-006-12-11-SGS, Project title: "Professional Appraisal Services Pool" 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 sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (RFQs, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursements 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 N. 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 (3) 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 QUALIFICATIONS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondent 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: sandy.suarez@co.hidalgo.tx.us BY NO LATER THAN Wednesday, December 04, 2013 at 5:00 p.m. Responses will be sent to all applicants by Friday, December 06, 2013 at 5:00 p.m. 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 respondent 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 specifies for more than one (1) year.

DAVIS BACON ACT: (IF APPLICABLE)
All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

SECTION II -RFP 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 may result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondents 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 an Appraisal firm(s) that has had experience in, but not limited to, the following areas:

Scope of Appraisal and/or Review Appraisal Services:

1) Property appraisals will be based on "Fair Market Value" unless otherwise specified or requested. Two copies of the appraisal report shall be bound, clearly labeled and signed by the primary certified general appraiser and any other certified general appraiser and /or licensed trainee which aided in the process. Four additional copies will be furnished.

2) All photographs used within the report must be originals. No digital photos shall be used for subject property. Digital photos shall only be used comparable sales. All adjustments to any comparable sales must be clearly explained in a narrative format. All comparable sales must be with a two year time frame. If any sales which have occurred prior to the two year limit, they just be clearly explained and added to the conventional three comparable sales typically used in the appraisal process.

3) Current location maps of the subject property including, area regional, plat and flood maps must be included and clearly labeled for the subject property.

4) All reports shall be a "Self Contained Narrative Report" unless otherwise requested and shall follow the 2009 or most current Uniform Standard of Professional Appraisal Practice (USPAP) rules and regulations. Each appraisal report must be physically inspected, photographed, and personally signed by the primary-general certified appraiser of the firm. Appraiser trainees may aid in the collection of the information, however, all analysis and conclusion must be performed by the primary general certified appraiser.

5) Appraisal reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Request for Qualification.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities.

C. List of 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. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

G. Minimum of $1,000,000.00 Professional liability, errors and omissions, insurance.

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 as required by the STATE OF TEXAS.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE SCHEDULE 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. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."
The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1) ***Responsiveness:*** **30 points**
   a) Requested Information
   b) Thoroughness
   c) Understanding of Project
   d) List of references provided
   e) Clarity - Brevity
   f) Degree of Interest

2) ***Firm Capabilities:*** **45 points**

   a) Background
   b) Relevant experience
   c) Experience with similar projects
   d) Knowledge of area
   e) Timeliness of schedule
   f) Quality services previously provided to Hidalgo County

   g) Current workload
   h) Ability to commence various re-quested projects simultaneously
   i) Completion of projects within budgets

3) ***Staffing:*** **25 points**

   a) Qualifications of personnel - The professional team members responsible assigned to assist County projects shall be identified in the organizational chart.
   b) Key personnel
   c) Required discipline skills

REQUEST FOR QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Real Estate Appraiser 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 Real Estate Appraiser Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the responses received in 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. Firms 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;

EXHIBIT "B"

EVALUATION CRITERIA
"PROFESSIONAL APPRAISAL SERVICES POOL"
RFQ No. 2014-006-12-11-SGS

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. RESPONSIVENESS (30) POINTS

A. Requested Information
B. Thoroughness
C. Understanding of Project
D. List of references provided
E. Clarity – Brevity
F. Degree of Interest

2. FIRM CAPABILITIES (45) POINTS

A. Background
B. Relevant experience
C. Experience with similar projects
D. Knowledge of area
E. Timeless of schedule
F. Quality services previously provided to Hidalgo County
G. Current workload
H. Ability to commence various re-quested projects simultaneously
I. Completion of projects within budgets

3. STAFFING (25) POINTS

A. Qualifications of personnel
B. Key personnel
C. Required discipline skills

GRAND TOTAL 100 Points

Internal Use Only: Commodity Code: 946-15

EXHIBIT "B"

EVALUATION CRITERIA

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No. 2014-006-12-11-SGS

Selection Criteria	Points	Score
1. **RESPONSIVENESS** ----- (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		TOTAL _____
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		TOTAL _____
3. **STAFFING**-------- (25 pts)		
➢ Qualification of personnel	10	
➢ Key personnel	10	
➢ Required discipline skills	5	
Comments/Rationale For Points:		TOTAL
Total Score		

Project Name: _____

Department: _____

Firm/Participant: _____

Evaluator: _____ Date: _____

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.

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.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B

INSURER C

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR OWNER'S CONTRACTOR OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN EA ACC $ AUTO ONLY: AGG $
C	EXCESS LIABILITY OCCUR CLAIMS-MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY OTHER				WC STATU- OTH- $ E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $

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 BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL 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

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

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "REAL ESTATE APPRAISERS POOL"

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
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address: Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	Disadvantaged Business (At Least 51% Ownership)	
☐ Less than 125,000 annual gross receipt	☐ Black American	Native American
☐ Less than 250,000 annual gross receipt	Hispanic American	Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

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 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. 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;

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 of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL APPRAISALS SERVICES POOL

RFQ No.: 2014-006-12-11-SGS

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 9 of Legal Notice

_____ 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.

_____ _____
SIGNATURE DATE

EXHIBIT "B"

Services and Fees to be provided by Appraiser

1419 Dove Avenue, Suite 1, McAllen, Texas 78504
Email Address: leonel3@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 Purchasing Department 2802 South Business Highway 281 Edinburg, Texas 78539	**From:**	Leonel Garza III, General Certified Appraiser
Fax:	(956) 318-2629	**Pages:**	2 Pages
Phone:	(956) 292-7000 ext. 4856	**Date Submitted:**	June 3, 2014
Re:	Appraisal Proposal - Precinct 1	**CC:**	Evangelina Garcia, Contract Manager

Mrs. Garcia:
As per e-mail from Evangelina Garcia on June 3, 2014, 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 and Disposition of County Owned Property located within Hidalgo County Precinct No. 1 (on an "As Needed Basis"). The appraisal reports shall be based on the Texas Department of Transportation Form A-6, A-5s & 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	**$2,250.00 Per Parcel** (4) Original Appraisal Reports Included
Additional Original Reports	**$ 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** 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.

June 3, 2014

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-5s 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"
Insurance Requirements

LEONGAR-02 HEREN1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/22/2014

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:	
Shepard Insurance Agency 5801 N 10th St Ste 300 McAllen, TX 78504	PHONE (A/C, No, Ext): (956) 686-3888	FAX (A/C, No): (956) 682-5650
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Sentinel Ins Co, LTD	11000
INSURED	INSURER B : Hartford Accident & Indemnity Company	22357
Leonel Garza Jr & Associates LLC 1419 Dove Ave Suite 1 McAllen, TX 78504	INSURER C : Hartford Ins Co of the Midwest	37478
	INSURER D : Berkley Assurance Company	
	INSURER E :	
	INSURER F :	

COPY

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			65SBATE2179	05/18/2014	05/18/2015	EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	10,000
							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
	OTHER:							$	
B	AUTOMOBILE LIABILITY			65UECZF5945	05/18/2014	05/18/2015	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	X HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
								$	
A	X UMBRELLA LIAB [X] OCCUR			65SBATE2179	05/18/2014	05/18/2015	EACH OCCURRENCE	$	1,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$	1,000,000
	DED X RETENTION $ 10,000							$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	65WBCAE1721	01/11/2014	01/11/2015	X PER STATUTE [ ] OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] 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
D	Professional Liab	X		VUMB003490	05/18/2014	05/18/2015	See Description		

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

Form 30 Day Notcie of Cancellation

Professional Liab- Claims Made:Agrgregate limit $1,000,000; Limit of liability per claim 1,000,000; Re-troactive date: May 18,2010; Professional Liability E&O Deductible per Claim $7,500

The General Liability and Business Auto policies includes a blanket automatic additional insured and blanket automatic waiver of subrohgation endorsement (Form SS 00 08 04 05) & (HA 99 16 03 12) that provides additional insured & waiver of subrogastion status to the certificate holder only when there is a written contract between certificate holder that requires it or such status;

CERTIFICATE HOLDER	CANCELLATION
Hidalgo County 2812 S. Highway Business 281 Edinburg, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Professional services contract

From : Steve Crain <scrain@atlashall.com> Wed, Jun 04, 2014 02:58 PM
Subject : RE: Professional services contract 1 attachment
To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

The contract is fine.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, June 04, 2014 2:28 PM
To: Stephen L. Crain
Subject: Re: Professional services contract

As requested; attached is the revised contract for review/approval as to form.
Thank you

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Wednesday, June 4, 2014 1:06:47 PM
Subject: RE: Professional services contract

Hi Vangie:
See the attached with revisions.
Thanks,
Marynel

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, June 04, 2014 11:44 AM
To: Stephen L. Crain
Cc: Martha Salazar
Subject: Re: Professional services contract

Morning Mr. Crain:
Attached is the revised contract as requested for your review as to form and for your approval.

Thank you

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

AI-44933 **Purchasing Department** **22. C. 1.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted For: Comm. Tito Palacios, Pct. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Approval of the following requisitions listed for operating expenditures exceeding $7,500:

Program	Requisition No.	Vendor	Amount	Item
Pct 2 Whalen Rd Project	258204	Rio Valley Pipe	$10,978.80	Culverts for Road Project
Pct 2 Whalen Rd Project	258217	Martin Marietta Materials	$12,474.00	Caliche for Road Project
Pct 2 Moore Rd Project	257971	Frontera Materials	$27,956.00	Asphalt for Road Project
Pct 2 Whalen Rd Project	258267	Frontera Materials	$112,868.00	Asphalt for Road Project

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-09X-0-731

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

BUDGETARY IMPACT:

4-1200-431-00-122-098-0-731
4-1200-431-00-122-096-0-731

Requisitions:
258204
258217
257971
258267

Attachments

Requisitions

Form Review

Inbox	Reviewed By	Date
Erika Zamora	Erika Zamora	06/13/2014 03:15 PM
Purchasing Department	Marty Salazar	06/13/2014 04:03 PM
Budget & Management	Debbie Tamez	06/13/2014 04:17 PM
Manuel Chapa	Manuel Chapa	06/13/2014 05:34 PM
Auditor's Office	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Erika Zamora Started On: 06/09/2014

Final Approval Date: 06/13/2014

Requisition

Req # 00258204

PO # 710141
Date: 06/06/14

Bill To: x
x

Vendor : 224278
RIO VALLEY PIPE, LLC
7301 W. EXPRESSWAY 83
MISSION TX 78572
FAX (956)585-8675

Ship To: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

Contact: ANGELA GARCIA
956-787-1891

Contract No: E-14-077-02-25

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		E-14-077-02-25 EXP 02/28/2015		
		WHALEN ROAD PAVING IMPROVEMENTS(OLD 83 TO MOORE RD) PROJECT - GASB SECTION B ROAD ID #664 DO NOT DUPLICATE ORDER		
840.00	EACH	CC REINFORCED CONCRETE PIPE CLASS III 15" - TONGUE & GROOVE PIPE (LF), APPROX. 840 LF @ $13.07 PER LF	13.07	10,978.80
		Account No	Encumbrance	
		4-1200-431-00-122-098-0-731	10,978.80	
			Freight	.00
			Total	10,978.80
		BLANKET PO		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00258217

PO # 710131
Date: 06/06/14

Bill To: x
x

Vendor : 256951
MARTIN MARIETTA MATERIALS SOUTHWEST,
5710 W. HAUSMAN RD., SUITE 121
SAN ANTONIO TX 78249
FAX (361)853-0480

Ship To: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

Contact: ANGELA GARCIA
956-787-1891

Contract No: E-14-129-04-15

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		E-14-129-04-15 EXP 05/02/2015		
		WHALEN ROAD PAVING IMPROVEMENTS (OLD 83 TO MOORE RD) PROJECT - GASB ROAD SECTION B/ROAD ID#664 DO NOT DUPLICATE ORDER		
1.00	EACH	CC FLEXIBLE BASE MATERIAL (CRUSHED CALICHE) FOR APPROXIMATELY 3,960 tons @ $3.15 per ton	12,474.00	12,474.00
		Account No	Encumbrance	
		4-1200-431-00-122-098-0-731	12,474.00	
			Freight	.00
			Total	12,474.00
		BLANKET PO		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00257971

PO # 709883
Date: 06/03/14

Bill To: x
x

Vendor : 125717
FRONTERA MATERIALS, INC
P.O. BOX 1449
ELSA TX 78543-1449
FAX (956)968-0609

Ship To: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

Contact: YOLI CISNEROS
956-787-1891

Contract No: E-14-089A-03-11

Special Instructions:
REQ. #0272

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		MOORE ROAD PAVING & DRAINAGE (Border Rd to Whalen Rd) PROJECT GASB SECTION A ROAD #1487 / CONTRACT #E-14-089A-03-11 EXPIRES 4/8/2015 DO NOT DUPLICATE ORDER		
125.00	TON	CC TYPE D HOT MIX ASPHALT - LIMESTONE	58.00	7,250.00
357.00		CC 06/04/14 INCREASE HOT MIX ASPHALT-LIMESTONE B#001883 ERC	58.00	20,706.00
		Account No	Encumbrance	
		4-1200-431-00-122-096-0-731	7,250.00	
			Freight	.00
			Total	27,956.00
		BLANKET PO - MATERIAL NEEDED FOR ROAD PROJECT		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00258267

PO #

Date: 06/09/14

Bill To: x
x

Vendor : 125717
FRONTERA MATERIALS, INC
P.O. BOX 1449
ELSA TX 78543-1449
FAX (956)968-0609

Ship To: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

Contact: ANGELA GARCIA
956-787-1891

Contract No: E-14-089A-03-11

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		WHALEN ROAD PAVING IMPROVEMENTS (OLD 83 TO MOORE RD) PROJECT GASB SECTION B ROAD #664 DO NOT DUPLICATE ORDER		
1946.00	TON	TYPE D HOT MIX ASPHALT - LIMESTONE @ $58.00 PER TON FOR APPROX. 1946 TONS	58.00	112,868.00
		Account No	Encumbrance	
		4-1200-431-00-122-098-0-731	112,868.00	
			Freight	.00
			Total	112,868.00
		BLANKET PO - MATERIAL NEEDED FOR ROAD PROJECT		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-44896 **Purchasing Department 22. C. 2.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted For: Comm. Tito Palacios, HC-Pct. 2 Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Approval of the following invoices listed for previously approved purchase orders for operating expenditures exceeding $7,500.00:

Invoice No	**Vendor**	**Amount**
B394831-IN	Arguindegui Oil CO II LTD	$ 8,200.41
B395981-IN	Arguindegui Oil CO II LTD	$ 9,060.43

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-122-006-0-626

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

BUDGETARY IMPACT:

PO #702450

Attachments

Invoices

Form Review

Inbox	**Reviewed By**	**Date**
Erika Zamora	Erika Zamora	06/13/2014 03:09 PM
Purchasing Department	Marty Salazar	06/13/2014 04:01 PM
Budget & Management	Debbie Tamez	06/13/2014 04:16 PM
Manuel Chapa	Manuel Chapa	06/13/2014 05:30 PM
Auditor's Office	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Erika Zamora Started On: 06/05/2014

Final Approval Date: 06/13/2014

ARGUINDEGUI OIL CO. II, LTD.

QUALITY FUELS, LUBRICANTS, CHEMICALS & FILTERS

http://www.argpetro.com

PHONE: (800) 722-5251 FAX: (956) 727-7636

FOR REMITTANCE: P.O. BOX 1367 - LAREDO, TEXAS 78042

Invoice Number: B394831-IN
Invoice Date: 4/7/2014
Ship Date: 4/7/2014
Customer Number: 22-0001484
Order Number: Z001800

SOLD TO:
HIDALGO CO PCT.# 2 (ALL CO'S)
PRECINCT 2 (ALL DEPTS)
300 W. HALL ACRES STE.G
Pharr, TX 78577
956-787-1891

SHIP TO:
HIDALGO CO PCT.# 2 (ALL CO'S)
REF INV B391619
SO#V22993 DT#219568
956-787-1891

CUSTOMER P.O.	INV. DUE DATE	DEL. TICKET	TERMS
686041	5/7/2014	219568	NET 30 DAYS

WHSE:	ITEM NO:	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
953	B5D	GAL	0.00	300.00	0.00	3.1078	932.34
Ultra Low Dyed Diesel Dyed Diesel Fuel ,3,UN1993,PGIII #2 ULSD, 15ppm Sulfur Max Non-road or tax exempt use only. Contains 5% Biodiesel. For use in 2007 and later Offroad vehicles or engines.							
953	B5	GAL	1,700.00	1,700.00	0.00	3.1227	5,308.59
DIESEL FUEL , 3, UN1202 PGIII #2DMV15, #2ULSD, 15ppm Sulfur Max. For use in all Diesel vehicles and engines. Not TXLED Compliant. Contains 5% Biodiesel.This product may not be used as fuel for diesel engines in any Texas County requiring the use of low emission diesel							
953	UNLE10	GAL	500.00	500.00	0.00	3.0590	1,529.50
Unleaded Regular Gasoline,3, UN 1203,PGII, OCTANE 87 CON11.5 RVP 10%ET							

FUEL TAX RECAP

FEDERAL LUST FEE	0.00100	2.50
FEDERAL OIL SPILL FEE	0.00181	3.62
STATE DIESEL FUEL TAX	0.19000	323.00
STATE BIOBLEND GAS TAX	0.20000	100.00
FEDERAL E10 OIL SPILL FEE	0.00171	0.86

HIDALGO COUNTY
PRECINCT NO. 2
2014 May 6 AM 8 41

CE RECEIVED BY: Ray ON 5/2/14
DS/SERVICES RECEIVED BY: Juan Mata ON 4/7/14

PO # 702450
4-1200-431-00-122-006-0-626
Req # 249011
Unle 10: #1,630.86 Diesel #5,634.37

RECEIVED BY: _____ SIGNATURE

RECEIVED BY: _____ PRINT NAME DATE: _____

Net Invoice:	8,200.41
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	8,200.41

ALL INVOICES WHICH ARE PAST DUE WILL BE SUBJECT TO A FINANCE CHARGE OF 1.5% PER MONTH (18% APR) OR THE MAXIMUM RATE ALLOWABLE BY LAW. FINANCE CHARGES WILL BE APPLIED TO ALL PAST DUE BALANCES ACCORDING TO YOUR BILLING TERMS.

ARGUINDEGUI OIL CO. II, LTD.

QUALITY FUELS, LUBRICANTS, CHEMICALS & FILTERS

http://www.argpetro.com

PHONE: (800) 722-5251 FAX: (956) 727-7636

FOR REMITTANCE: P.O. BOX 1367 - LAREDO, TEXAS 78042

Invoice Number: B395981-IN
Invoice Date: 5/8/2014
Ship Date: 5/8/2014
Customer Number: 22-0001484
Order Number: V23417

SOLD TO:	SHIP TO:
HIDALGO CO PCT.# 2 (ALL CO'S) PRECINCT 2 (ALL DEPTS) 300 W. HALL ACRES STE.G Pharr, TX 78577 956-787-1891	HIDALGO CO PCT.# 2 (ALL CO'S) PRECINCT 2 (ALL DEPTS) 300 W. HALL ACRES STE.G Pharr, TX 78577 956-787-1891

CUSTOMER P.O.	INV. DUE DATE	DEL. TICKET	TERMS
686041	6/7/2014	224096	NET 30 DAYS

WHSE:	ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
953	B5	GAL	1,600.00	1,600.00	0.00	3.1733	5,077.28
DIESEL FUEL , 3, UN1202 PGIII #2DMV15, #2ULSD, 15ppm Sulfur Max. For use in all Diesel vehicles and engines. Not TXLED Compliant. Contains 5% Biodiesel.This product may not be used as fuel for diesel engines in any Texas County requiring the use of low emission diesel							
953	B5D	GAL	500.00	500.00	0.00	3.1528	1,576.40
Ultra Low Dyed Diesel Dyed Diesel Fuel ,3,UN1993,PGIII #2 ULSD, 15ppm Sulfur Max Non-road or tax exempt use only. Contains 5% Biodiesel. For use in 2007 and later Offroad vehicles or engines.							
953	UNLE10	GAL	650.00	650.00	0.00	3.0232	1,965.08
Unleaded Regular Gasoline,3, UN 1203,PGII, OCTANE 87 CON11.5 RVP 10%ET							

FUEL TAX RECAP

STATE DIESEL FUEL TAX	0.19000	304.00
FEDERAL LUST FEE	0.00100	2.75
FEDERAL OIL SPILL FEE	0.00181	3.81
STATE BIOBLEND GAS TAX	0.20000	130.00
FEDERAL E10 OIL SPILL FEE	0.00171	1.11

HIDALGO COUNTY
PRECINCT NO. 2
2014 MAY 21 AM 11

PO # 762450
4-1200-431-00-122-006-0-626
Req # 249011

B5: $5,385.78 Unl10: $2,096.84

INVOICE RECEIVED BY: _____ ON 5/21/14

GOODS/SERVICES RECEIVED BY: _____ ON 5/8/14

RECEIVED BY: _____
SIGNATURE

RECEIVED BY: _____ DATE: _____
PRINT NAME

Net Invoice:	9,060.43
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	9,060.43

ALL INVOICES WHICH ARE PAST DUE WILL BE SUBJECT TO A FINANCE CHARGE OF 1.5% PER MONTH (18% APR) OR THE MAXIMUM RATE ALLOWABLE BY LAW. FINANCE CHARGES WILL BE APPLIED TO ALL PAST DUE BALANCES ACCORDING TO YOUR BILLING TERMS.

AI-44943 **Purchasing Department 22. C. 3.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted For: Comm. Tito Palacios-HC-Pct.2 **Submitted By:** Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting "waiver" of provision #1 of Hidalgo County's Exiting Elected Officials Expenditure Policy in connection with requisitions exceeding the limit of $7,500.00 as the delay would have caused the inability to commence a scheduled road construction project and thus leaving County staff and resources idle;

B. Ratification of Purchase Order #s 710131 & 710141 in connection with expedited purchase of road construction materials for Whalen Road Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-098-0-731

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

BUDGETARY IMPACT:

Purchase Orders processed.

Available balance as of 6-10-14:
PO# 710131 $12,474.00
PO# 710141 $10,978.80

Attachments

PO's

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/09/2014 05:22 PM
Budget & Management	Debbie Tamez	06/10/2014 10:03 AM
Manuel Chapa	Manuel Chapa	06/10/2014 02:36 PM
Auditor's Office	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Marty Salazar Started On: 06/09/2014 03:09 PM

Final Approval Date: 06/13/2014

Purchase Order
COUNTY OF HIDALGO

PO# 710131

DATE: 06/09/14

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 256951

PHONE: (361)853-7331

Fax: (361)853-0480

REQ: 00258217

EMAIL:

CANCELLED: 05-02-15

MARTIN MARIETTA MATERIALS SOUTHWEST, LTD
5710 W. HAUSMAN RD., SUITE 121
SAN ANTONIO TX 78249

SHIP TO: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

CONTACT:

SITE: COMMISSIONER, PRECINCT 2

SPECIAL INSTRUCTIONS:

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		
		E-14-129-04-15 EXP 05/02/2015		
		WHALEN ROAD PAVING IMPROVEMENTS (OLD 83 TO MOORE RD) PROJECT - GASB ROAD SECTION B/ROAD ID#664		
1.00	EACH	CC FLEXIBLE BASE MATERIAL (CRUSHED CALICHE) FOR APPROXIMATELY 3,960 tons @ $3.15 per ton	12,474.00	12,474.00
			TOTAL:	12,474.00
		BLANKET PO		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		********** For Hidalgo County use only		
		4-1200-431-00-122-098-0-731 12,474.00		

Authorized by: Martha L. Salazar

rvlds 6/9/14

Purchase Order
COUNTY OF HIDALGO

PO# 710141

DATE: 06/09/14

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 224278 REQ: 00258204

PHONE: (956)580-2502

Fax: (956)585-8675 EMAIL:

CANCELLED: 02-28-15

RIO VALLEY PIPE, LLC
7301 W. EXPRESSWAY 83
MISSION TX 78572

SHIP TO: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

CONTACT:

SITE: COMMISSIONER, PRECINCT 2

SPECIAL INSTRUCTIONS:

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		
		E-14-077-02-25 EXP 02/28/2015		
		WHALEN ROAD PAVING IMPROVEMENTS(OLD 83 TO MOORE RD) PROJECT - GASB SECTION B ROAD ID #664		
840.00	EACH	CC REINFORCED CONCRETE PIPE CLASS III 15" - TONGUE & GROOVE PIPE (LF), APPROX. 840 LF @ $13.07 PER LF	13.07	10,978.80
			TOTAL:	10,978.80
		BLANKET PO REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		********** For Hidalgo County use only 4-1200-431-00-122-098-0-731 10,978.80		

Authorized by: Martha L. Salazar

mls/ap 06/09/14

AI-44891 **Purchasing Department 22. D. 1.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted For: Comm. Joe Flores-HC-Pct. 3 **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance & approval of the following invoices submitted by contracted/project engineer, L & G Consulting Engineers, Inc.:
1. Invoice No. 11324840- $56,828.97 for "Mile 2-Moorfield Rd West to SH364"
2. Invoice No. 11324842- $5,499.13 for "Mile 2-North-Inspiration to Moorefield Rd"
3. Invoice No. 11324844- $52,510.00 for "Liberty Road Project";
4. Invoice No. 11324845- $42,853.86 for "FM 494-Shary Road Project";
5. Invoice No. 11324846- $64,849.14 for "Mile 3";

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1342-431-00-123-094-0-711

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

BUDGETARY IMPACT:

PO 663265-Mi 2 Moorfield Rd West to SH 364

FISCAL YEAR: 2014 **ACCT. #:** 4-1342-431-00-123-099-0-841

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

BUDGETARY IMPACT:

PO 672761-Mi 2 Inspiration to Moorefield

FISCAL YEAR: 2014 **ACCT. #:** 4-1303-431-00-123-100-0-841

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

BUDGETARY IMPACT:

PO 700240-Liberty Road Project

FISCAL YEAR: 2014 **ACCT. #:** 4-1303-431-00-123-105-0-841

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

BUDGETARY IMPACT:

PO 702309-FM494-Shary Rd Project

FISCAL YEAR: 2014 **ACCT. #:** 4-1303-431-00-123-051-0-841

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

BUDGETARY IMPACT:

PO 700622-Mile 3

Attachments

Invoices

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/05/2014 01:43 PM
Budget & Management	Debbie Tamez	06/05/2014 04:35 PM
Glinda Pacheco	Glinda Pacheco	06/06/2014 02:16 PM
Auditor's Office	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Rocio Villarreal Started On: 06/05/2014 11:18 AM

Final Approval Date: 06/13/2014

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324844
INVOICE DATE: 05/31/14

SIGN:
REQ# 245659
PO# 700240

BILL TO: 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

JOB: 120802
Liberty Road Project
WA#2 - PO #700240
C-12-246-10-16

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of May 2014.						
13002-ROW Mapping	25,200.00	12,600.00	2,520.00	15,120.00	60.0	10,080.00
13020-ROW Map/Sub	134,400.00	80,640.00		80,640.00	60.0	53,760.00
15001-Field Survey	68,560.00	65,132.00		65,132.00	95.0	3,428.00
15010-Field Srvy/Sub	113,840.00	108,148.00		108,148.00	95.0	5,692.00
16001-Geometric Degn	765,800.00	421,190.00	38,290.00	459,480.00	60.0	306,320.00
16006-Plans to TxDot	135,000.00	60,750.00	6,750.00	67,500.00	50.0	67,500.00
16107-Drnage Dsgn Rd	54,000.00	29,700.00	2,700.00	32,400.00	60.0	21,600.00
16308-Permited Utili	45,000.00	24,750.00	2,250.00	27,000.00	60.0	18,000.00
TOTALS:	1,341,800.00	802,910.00	52,510.00	855,420.00	63.8	486,380.00

ORIGINAL CONTRACT SUM	$	1,341,800.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	1,341,800.00
TOTAL COMPLETED TO DATE	$	855,420.00
LESS PREVIOUS INVOICES	$	802,910.00
CURRENT PAYMENT DUE	$	52,510.00

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
ON 6/2/14
GOODS/SERVICES RECEIVED BY
ON 5/31/14

4-138 3-431-00-123-100-0.841

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324846
INVOICE DATE: 05/31/14

SIGN: [signature]
REQ# 24600
PO# 700622

BILL TO: 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

JOB: 131001
Mile 3 WA#1
WA#1 P.O.#700622
C-13-305-10-07

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of May 2014.						
11005-Prel Const.	70,000.00	31,500.00	7,000.00	38,500.00	55.0	31,500.00
11006-Design Schem	309,600.00	139,320.00	30,960.00	170,280.00	55.0	139,320.00
11007-Prl ROW Ownrsh	40,000.00	18,000.00	4,000.00	22,000.00	55.0	18,000.00
12001-EA Reports	160,000.00	32,000.00	8,000.00	40,000.00	25.0	120,000.00
12002-P.Inv Mtg/Hear	79,200.00	31,680.00	7,920.00	39,600.00	50.0	39,600.00
12007-Arch & Hist	32,027.60	1,601.38	1,601.38	3,202.76	10.0	28,824.84
12008-Pub Mtgs/Hear	54,000.00	5,400.00		5,400.00	10.0	48,600.00
12070-Arch&Hist/SUB	32,972.40	808.88	1,617.76	2,426.64	7.4	30,545.76
16101-Hydro Map	45,000.00	22,500.00	2,250.00	24,750.00	55.0	20,250.00
16401-Coor w/Tx/FHWA	30,000.00	12,000.00	1,500.00	13,500.00	45.0	16,500.00
33001-Geotech Testin	20,000.00				0.0	20,000.00
TOTALS:	872,800.00	294,810.26	64,849.14	359,659.40	41.2	513,140.60

[signature]
PROJECT MANAGER'S SIGNATURE

ORIGINAL CONTRACT SUM	$	872,800.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	872,800.00
TOTAL COMPLETED TO DATE	$	359,659.40
LESS PREVIOUS INVOICES	$	294,810.26
CURRENT PAYMENT DUE	$	64,849.14

INVOICE RECEIVED BY
[signature] ON 6/2/14
GOODS/SERVICES RECEIVED BY
[signature] ON 5/31/14
4-1303-431-00-123-051.0-841

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324845
INVOICE DATE: 05/31/14

SIGN: [signature]
REQ# 218318
PO# 702309

BILL TO: 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

JOB: 131201
FM494 - Shary Road Project
WA#1 - P.O.#702309

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of May 2014.						
11005-Prl Comp. Util	18,000.00	8,100.00	1,800.00	9,900.00	55.0	8,100.00
11006-Design Schem	293,625.00	132,131.25	29,362.50	161,493.75	55.0	132,131.25
11007-Upd Sch TxDt C	30,000.00				0.0	30,000.00
11008- Eng Tech Supp	24,000.00	2,400.00		2,400.00	10.0	21,600.00
11009-Eng Sch/Pub He	12,000.00				0.0	12,000.00
12001-EA Reports	95,000.00	14,250.00		14,250.00	15.0	80,750.00
12002-Pub Invmt/Mtg	25,000.00	7,500.00	2,500.00	10,000.00	40.0	15,000.00
12003-Pub Invmt/Hear	25,000.00				0.0	25,000.00
12080-Arch & Hist	30,000.00		2,891.36	2,891.36	9.6	27,108.64
13001-Owner Data/Sch	21,000.00	9,450.00	2,100.00	11,550.00	55.0	9,450.00
15001-Field Srvy	4,949.00				0.0	4,949.00
15010-Field Srvy/Sub	107,851.00				0.0	107,851.00
16101-Hydro Map	42,000.00	18,900.00	4,200.00	23,100.00	55.0	18,900.00
TOTALS:	728,425.00	192,731.25	42,853.86	235,585.11	32.3	492,839.89

ORIGINAL CONTRACT SUM	$	728,425.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	728,425.00
TOTAL COMPLETED TO DATE	$	235,585.11
LESS PREVIOUS INVOICES	$	192,731.25
CURRENT PAYMENT DUE	$	42,853.86

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
[signature] ON 6/2/14
GOODS/SERVICES RECEIVED BY
[signature] ON 5/31/14
4-B03-431-00-123-105-0-841

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324840
INVOICE DATE: 05/31/14

SIGN:
REQ# 210883
PO# 663265

BILL TO: 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

JOB: 110501
Mile 2 WA#1
Moorfield Rd West to SH364
P.O.#663265

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of May 2014.						
13002-ROW Mapping	14,200.00	14,200.00		14,200.00	100.0	
13003-Utility Adjust	45,878.34	44,960.77		44,960.77	98.0	917.57
13020-ROW Map/Sub	27,000.00	27,000.00		27,000.00	100.0	
15001-Rdwy Dsgn Srvy	21,600.00	21,600.00		21,600.00	100.0	
15005-Outfall Survey	15,000.00	15,000.00		15,000.00	100.0	
15010-Field Srvy/Sub	15,300.00	15,300.00		15,300.00	100.0	
16001-Rdwy Dsg-PS&E	73,500.00	72,030.00	1,470.00	73,500.00	100.0	
16101-Hydro Map	30,000.00	29,400.00	600.00	30,000.00	100.0	
16201-Signing	11,329.30	11,102.71	226.59	11,329.30	100.0	
16202-Pavement Mrkng	6,323.80	6,197.32	126.48	6,323.80	100.0	
16250-Signal Dsg/Sub	12,974.89	12,974.89		12,974.89	100.0	
16304-Irrig Design	15,000.00	14,700.00		14,700.00	98.0	300.00
32002-Const Mgmt	72,000.00				0.0	72,000.00
60000-Row Acq. Admin	58,500.00	52,650.00	5,850.00	58,500.00	100.0	
60100-Title Services	5,400.00	5,400.00		5,400.00	100.0	
60200-Appraisal Srv	6,300.00	4,901.40	1,398.60	6,300.00	100.0	
60220-Appraisal/Sub	18,000.00	14,000.00	4,000.00	18,000.00	100.0	
60300-Appraisal Rvw	3,150.00	2,450.70	699.30	3,150.00	100.0	
60330-Appr. Rev/Sub	4,050.00	3,150.00	900.00	4,050.00	100.0	
60400-Parcel Negtion	32,400.00	17,820.00	14,580.00	32,400.00	100.0	
60500-Clsng Srvs Fee	2,700.00				0.0	2,700.00
TOTALS:	490,606.33	384,837.79	29,850.97	414,688.76	84.5	75,917.57
13002-ROW Mapping	2,095.00	2,095.00		2,095.00	100.0	
13020-ROW Map/Sub	6,000.00	6,000.00		6,000.00	100.0	
16307-Utilities	19,097.90	18,715.94		18,715.94	98.0	381.96
60000-Row Acq. Admin	5,778.00		5,778.00	5,778.00	100.0	
60100-Title Services	1,200.00		1,200.00	1,200.00	100.0	
60200-Appraisal Serv	1,400.00		1,400.00	1,400.00	100.0	
60220-Appr. Serv/Sub	4,000.00		4,000.00	4,000.00	100.0	
60300-Appraial Rvw	700.00		700.00	700.00	100.0	
60330-Appr. Rev/Sub	900.00		900.00	900.00	100.0	
60400-Parcel Negtion	13,000.00		13,000.00	13,000.00	100.0	
60500-Closing Serv	600.00				0.0	600.00

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324840
INVOICE DATE: 05/31/14
PAGE: 2

BILL TO: 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

JOB: 110501
Mile 2 WA#1
Moorfield Rd West to SH364
P.O.#663265

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
TOTALS:	545,377.23	411,648.73	56,828.97	468,477.70	84.5	76,899.53

ORIGINAL CONTRACT SUM	$	490,606.33
CHANGE BY CHANGE ORDER	$	54,770.90
CONTRACT SUM TO DATE	$	545,377.23
TOTAL COMPLETED TO DATE	$	468,477.70
LESS PREVIOUS INVOICES	$	411,648.73
CURRENT PAYMENT DUE	$	56,828.97

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
[illegible] ON 6/2/14
GOODS/SERVICES RECEIVED BY
Cora Flores ON 5/31/14

4-1342-431-W-123-094-0.731

11324840

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324842
INVOICE DATE: 05/31/14

SIGN: Con. M. Flow
REQ# 21293
PO# 672761

BILL TO: 08
Hidalgo County Pct. #3
724 N. Breyfogle
Mission, TX 78572

JOB: 120102
Mile 2 N. WA#2
Inspiration to Moorefield Rd
PO#672761

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of May 2014.						
13002-ROW Mapping	27,500.00	27,500.00		27,500.00	100.0	
13003-Utility Adjust	57,700.00	56,546.00		56,546.00	98.0	1,154.00
13020-ROW Map/Sub	18,000.00	18,000.00		18,000.00	100.0	
15001-Rdwy Dsgn Srvy	6,700.00	6,700.00		6,700.00	100.0	
15005-Outfall Survey	15,000.00	15,000.00		15,000.00	100.0	
15010-Rdwy Dsgn/Sub	9,700.00	9,700.00		9,700.00	100.0	
16001-Rdwy Dsg-PS&E	40,000.00	39,200.00	800.00	40,000.00	100.0	
16102-Hydro Design	24,467.42	23,978.07	489.35	24,467.42	100.0	
16201-Signing	17,645.01	17,292.11	352.90	17,645.01	100.0	
16202-Pavement Mrkng	14,344.06	14,057.18	286.88	14,344.06	100.0	
16205-Signal Design	10,000.00	10,000.00		10,000.00	100.0	
16270-Flsh Beacn/Sub	6,487.45	6,487.45		6,487.45	100.0	
16304-Irrig Design	25,000.00	24,500.00		24,500.00	98.0	500.00
60000-Row Acq. Admin	29,592.00	29,592.00		29,592.00	100.0	
60100-Title Services	3,600.00	3,600.00		3,600.00	100.0	
60200-Appraisal Srv	4,200.00	4,200.00		4,200.00	100.0	
60220-Appraisal/Sub	12,000.00	12,000.00		12,000.00	100.0	
60300-Appraisal Rvw	2,100.00	2,100.00		2,100.00	100.0	
60302 Aprasal Update	408.00				0.0	408.00
60330-Appr. Rev/Sub	2,700.00	2,700.00		2,700.00	100.0	
60400-Parcel Negtion	21,000.00	17,430.00	3,570.00	21,000.00	100.0	
60500-Clsng Srvs Fee	1,200.00				0.0	1,200.00
TOTALS:	349,343.94	340,582.81	5,499.13	346,081.94	99.1	3,262.00

ORIGINAL CONTRACT SUM	$	349,343.94
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	349,343.94
TOTAL COMPLETED TO DATE	$	346,081.94
LESS PREVIOUS INVOICES	$	340,582.81
CURRENT PAYMENT DUE	$	5,499.13

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
_____ ON 6-2-14
GOODS/SERVICES RECEIVED BY
Conn Flow ON 5/31/14
4-1342-431-00-123-099-0-841

AI-44925 **Purchasing Department 22. D. 2.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted For: Comm. Joe Flores-HC-Pct. 3 **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of a professional engineering services contract/agreement for the provision of general engineering services for, "Road & Bridge Projects, Drainage Improvements Projects and All Other Projects for Precinct No. 3," with Javier Hinojosa Engineering as authorized & approved for negotiations by CC on 05/27/14.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-123-005-0-334

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

BUDGETARY IMPACT:

Available Bal. $10,000.00

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/06/2014 05:01 PM
Budget & Management	Debbie Tamez	06/09/2014 02:43 PM
Obdett Calzada	Debbie Tamez	06/13/2014 03:13 PM
Glinda Pacheco	Glinda Pacheco	06/13/2014 04:48 PM
Auditor's Office	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Rocio Villarreal Started On: 06/06/2014 03:07 PM

Final Approval Date: 06/13/2014

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-14-266-06-17

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and Javier Hinojosa Engineering. Professional Engineers of **McAllen, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services related to **"Road & Bridge Projects, Drainage Improvements Projects and All Other Projects for Precinct No. 3,"** hereinafter referred to as the **"Project".**

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. 3, 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.

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 will terminate on December 25, 2013 (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 **Engineer** 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 ***Basic 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. 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 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:

1. **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 **Owner** in writing, In the event the **Owner** 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** funds 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, judgement 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 **Engineer** 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 **Engineer** 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 **"Indemnitees**") 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 **Engineer**, 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 there from 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 Worker's 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, worker's 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 corporation's 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: **Hidalgo County** **ENGINEER:** **Javier Hinojosa Engineering**

100 E. Cano, 2nd Floor
Edinburg, Texas 78539

416 E. Dove Avenue
McAllen, Texas 78504

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 _____, 2012.

ENGINEER:
Javier Hinojosa Engineering

BY: _____
Javier Hinojosa, P.E. President

OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, LLP

By: _____

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
New Administration Building
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** (Including all funding sources, programs, and entities)
Request for Qualifications (RFQ)-"***Professional Engineering Services-Construction Materials & Geo Technical Testing Pool***"
RFQ No.: 2014-004-12-11-SMA

Dear Respondent:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated out RFQ packet. Carefully read and review all instructions, requirements, specification 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/sma

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"
RFQ NO: 2014-004-12-11-SMA

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Attachment A- Schedule of Services and Related Fees	4
5.	Exhibit B, Evaluation Criteria and Evaluation Form	2
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

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- Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

Acceptance Due Date: **December 11, 2013**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Sandra Montalvo, Buyer II
(956) 292-7000 Ext. 4865
sandra.montalvo@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Engineering Services-Construction Materials & Geo Technical Testing 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–2014-004-12-11-SMA-"HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Engineering Services-Construction Materials &Geo Technical Testing 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-Construction Materials & Geotechnical Testing 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:	2013
Commence Work or Deliver Products:	2013

16. HIDALGO COUNTY HOLIDAYS:

2014 YEAR	
New Year's Day	**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	**12/25/14 and 12/26/14**
New Year's Eve	**12/31/14**

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 78539cHidalgo 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
"Construction Materials & Geo Technical Testing 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: _____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories 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 Independent Testing Laboratories will be for a period starting **February 9, 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 SERVICE-CONSTRUCTION MATERIALS GEO TECHNICAL TESTING POOL" RFQ NO: 2014-004-12-11-SMA*** *Request* For Qualifications" 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 RFQs should 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 No. , Project Name, 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 sealed 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 N. 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:
Submitters 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:
Submitters 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 sandra.montalvo@co.hidalgo.tx.us BY 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 respondent 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; if applicable adhere to the Davis-Bacon Act.

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 may result in disqualification of the submitted RFQ

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent understands 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 independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway Material Production and Construction Inspection Testing
- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
- Roadway Construction Project located in Hidalgo County
- TxDot Certification

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in a appendix.** For each project, a client contract 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 five (5) pages.

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 as required by STATE OF TEXAS.

SCOPE OF SERVICES:
The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

a) Ability to perform Geotechnical Testing/ Investigation/ Drilling
b) Ability to perform Environmental Services
c) Ability to perform Soil Density Testing
d) Ability to perform Surveying and Sampling Soils
e) Ability to perform Materials Testing (Asphaltic and Concrete)
f) Ability to perform Material Testing and Laboratory Analysis
g) Ability to perform Hot Mix Plant Inspections and Testing
h) Ability to perform Transportation Foundation Studies
i) Ability to perform Building Foundation Studies
j) Ability to perform Professional Liability Insurance for $1 Million Dollars without limiting liability to Professional Fees
k) Average response time from your office to the job site

CONSTRUCTION MATERIALS & GEO TECHNICAL TESTING 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.

SECTION -III

SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system.

1. **STAFFING OF PROJECT TEAM**

   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 hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**

   The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes 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. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

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.

   - Knowledge, experience, and the equipment to provide the anticipated services
   - Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**

   The statement of qualifications 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.

Minimum Qualifications
The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc.

Preferred Qualifications
The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

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)

Minimum Qualifications
The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications
Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:
Once a Project has been identified and it is determined that Construction Materials Testing 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 Construction Materials Testing Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, 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. Firms will be asked to submit (as part of those negotiations) Attachment "A" 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;

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2014-004-12-11-SMA

This form is merely to be used as a guide for the used post ranking by commissioners' court only *Refer back to requirements page 8, negotiations process*

NO.	DESCRIPTION	UNIT COST
	PERSONNEL RATES	
01	Soils and Aggregate Technician	$ / Hour
02	Surveying and Sampling Soils for Highways	$ / Hour
03	Soils Technician- Density Testing, Radiation Safety Certified	$ /Hour
04	HMA Level 1-A Certified Technician	$ / Hour
05	HMA Level 1-B Certified Technician	$ / Hour
06	ACI Certified Field Grade I Technician A. Includes necessary concrete slump cone, air meter, thermometer	$ / Hour
07	ACI Certified Field Grade II Technician	/ Hour
08	Geotechnical Engineer, P.E.	$ / Hour
09	Geotechnical Engineer, E.I.T.	$ Hour
10	Secretarial, Report Preparation and Reporting	/ Hour
11	Logger (In Conjunction with Engineer)	/ Hour
	TRAVEL EXPENSE	
12	Vehicle Mileage (Applicable to All Trips)	$ / Mile
13	Mobilization of Truck Mounted Rig, Drill Crew & Support	$ / Mile
14	Mobilization non-standard equipment (4x4 All Terrain Rig)	Cost + %
15	Large Mobilization and Rental	Cost + %
	GEOTECHNICAL DRILLING AND ENGINEERING SERVICES	
16	Borings in Soil	$ / Foot
17	Borings in Soft Rock	$ / Foot
18	Rock Coring	$ / Foot
19	Standby Time (Drill Rig and Crew)	$ / Foot
20	Grout/ Bentonite Backfill	$ / Foot
21	Dozer/Clearing Cost	Cost + %
22	Concrete/Asphalt Patch	$
23	Traffic Control Signs, Barricades, etc.	Cost + %
24	All Other Outside Expenses	Cost + %
NO.	**DESCRIPTION**	**UNIT COST**
	EQUIPMENT EXPENSE	
25	Laptop Computer Rental (w/ Printer)	$ /Day
26	Laptop Computer Rental (w/ Printer)	$ /Wk

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2014-004-12-11-SMA

27	Laptop Computer Rental (w/ Printer)	$	/Mo.
28	Concrete Beam Breaker	$	/Day
29	Concrete Beam Breaker	$	/Wk
30	Concrete Beam Breaker	$	/Mo.
31	Vacuum Extractor	$	/Mo.
32	Asphalt Thermometer (Provided w/ Technician)	NC	
33	Miscellaneous Expenses	Cost +	%
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**	
	SOILS SECTION		
Tex-100-E	Surveying and Sampling Soils f[illegible]hways	$	[illegible]
Tex-103-E	Determination of Moisture C[illegible]ent is S[illegible]Material	$	[illegible]
Tex-104-E	Determination of Liquid Limit [illegible]Soils	$	Ea
Tex-105-E	Determination of Pla[illegible] Limit of S[illegible]	$	Ea
Tex-106-E	Methods of Calculating [illegible]Plasticity I[illegible]x of So[illegible]w/ 104-E a[illegible]05-E		Ea
Tex-107-E	Determination of Bar Lin[illegible]inkage of [illegible]		Ea
Tex-108-E	Determi[illegible]ion of Specific G[illegible]vi[illegible]f Soils	$	Ea
Tex-110-E	Part I Siev[illegible]40	$	Ea
	Part II Sieves [illegible]0	$	Ea
	Additional Siev[illegible]	$	Ea
Tex-111-E	Minus 200 Sieve An[illegible]lysis	$	Ea
Tex-113-E	[illegible]ratory Compaction Charac[illegible]tics and Moisture Densi[illegible]y Re[illegible]hip of Base Materials and [illegible]nonless Sand	$	Ea
Tex-116-E	Ball Mil[illegible]hod for Determination of the Disintegration of Flexible Base Materi[illegible]	$	Ea
Tex-117-E	[illegible]XIAL COMPRESSIVE TEST FOR Disturbed [illegible]oils and [illegible]materials (Part I Standard Method)	$	Ea
	Disturbed So[illegible]s and Base M[illegible]ials (Part II)	$	Ea
Tex-118-E	Triaxial Compression Test for Undisturbed Samples	$	Ea
Tex-128-E	Determination of Soil pH	$	Ea
Tex-129-E	Method of Test for the Resistivity of Soils Material	$	Ea
	HOT MIX SECTION		
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates (Dry)	$	Ea
	Sieve Analysis of Fine and Coarse Aggregates (Wet)	$	Ea.
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate	$	Ea
Tex-202-F	Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve	$	Ea
Tex-203-F	Sand Equivalent Test	$	Ea.

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2014-004-12-11-SMA

Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	$ Ea
TEX METHOD	TEST DESCRIPTION	UNIT COST
Tex-206-F	Method of Compacting Test Specimens of Bituminous Mixtures	$ Set
Tex-207-F	Determination of Density of Compacted Bituminous Mixtures	$ Ea
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	$ Set
Tex-210-F	Determination of Asphalt Content of Bituminous Mixtures by Extraction	$ Ea
Tex-212-F	Determination of Moisture Content of Bituminous Mixtures Part II	$ Ea
Tex-217-F	Determination of Deleterious Material and Decantation	$ Ea
	Test for Coarse Aggregate	$ Ea
Tex-224-F	Determination of Falkiness Index	$ Ea
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	Ea
	CONCRETE SECTION	
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate (Dry)	$ Ea
	Sieve Analysis of Fine and Coarse Aggregate (Wet)	$ Ea
Tex-402-A	Fineness Modulus of Fine Aggregate (In Conjunction with 401-A)	$ Ea
Tex-403-A	Saturated Surface Dry Specific Gravity and Absorption of Aggregates	$ Ea
Tex-404-A	Determination of Unit Mass (Weight) of Aggregates	$ Ea
Tex-405-A	Determination of Percent Solids and Voids in Compacted Aggregate	$ Ea
Tex-406-A	Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	$ Ea
Tex-407-A	Method for Sampling Freshly Mixed Concrete (included in hourly technician rate)	$ Ea
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete	$ Ea
Tex-409-A	Free Moisture and Water Absorption in Aggregate for Concrete	$ Ea
Tex-[illegible]	Determination of Deleterious Materials in Mineral Aggregate	$ Ea
Tex-415-A	Shrinkage of Portland Cement Concrete (Included in hourly technician rate)	N/C
Tex-416-A	Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate)	N/C
Tex-420-A	Flexural Strength of Concrete (Using Simple Beam Center Point Loading)	$ Ea
Tex-447-A	Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates)	$ Ea
Tex-448-A	Flexural Strength of Concrete (Using Sample Beam Third Point Loading)	$ Ea

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2014-004-12-11-SMA

Tex-460-A	Determination of Crushed Face Particle Count	$ Ea
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**
	ASPHALT SECTION	
Tex-530-C	Effect of Water on Bituminous Paving Mixtures	$ Ea
Tex-531-C	Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens	$ Ea
other section	Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.)	

SAMPLE

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

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. STAFFING OF PROJECT TEAM-- (25) points

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 hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points)

The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes 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. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20 points)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25 points)

The statement of qualifications 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

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10 points)

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)

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	
➢ A list of various projects for comparative purposes	5	
Comments/Rationale for points:	**TOTAL**	
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	
Comments/Rationale for points:	**TOTAL**	
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	
Comments/Rationale for points:	**TOTAL**	
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	
➢ 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	
Comments/Rationale for points:	**TOTAL**	
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	**5**	
Comments/Rationale for points:	**TOTAL**	
	TOTAL SCORE:	

EXHIBIT C

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

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.

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.

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)	$
					PERS & 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 OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of 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
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____ **Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ **Date:**_____ **Other:**
Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:**_____**Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

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)

"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

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 9 of Legal Notice

_____ Attachment "A" –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 (1) original, seven (7) copies and two (2) CD's in PDF format containing a complete copy of Response.

_____ _____

Signature Date

EXHIBIT A
Scope of Services to be provided by the Owner

EXHIBIT "A"

Services to be Provided by the District

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project .**

General

The **Owner** will provide to the **Engineer** the following:

(1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 8 of this Agreement.

(2) 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.

(3) Provide any available relevant data the **Owner** may have on file concerning the project.

(4) 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 **EXHIBIT "C"** attached to this Agreement.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

EXHIBIT B
Scope of Services to be provided by the Engineer

EXHIBIT "B"

Services to be provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project.**

The ENGINEER will evaluate and design the Paving and Drainage Improvements as follows:

- Review existing conditions to develop the design criteria;
- Conduct field surveys to obtain information on existing conditions and topography on proposed roadways;
- Identify alignments and right of ways of proposed roadways;
- Develop typical cross sections for proposed roadway and drainage improvements;
- Prepare plans and specifications for the improvements;
- Assist in bidding of the improvements;
- Provide construction staking and periodic inspection services during the construction phase of the improvements.

EXHIBIT C
Work Schedule

EXHIBIT "C"
Work Schedule

For this Agreement, the **Engineer** shall prepare a work schedule for the work identified in EXHIBIT "B" in accordance with each Work Authorization in compliance with the following:

- Review existing conditions
- Conduct field surveys to obtain information for preparation of final design plans.
- Prepare plans and specifications for each project
- Assist owner with bidding of each project if required.
- Provide periodic inspections during construction.

The **Engineer** will diligently pursue the completion of each authorization as defined by the milestones and deliverable due dates outlined in the approved 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 Rates

EXHIBIT "D"

JAVIER HINOJOSA ENGINEERING
CONTRACT RATES

LABOR CLASSIFICATION	HOURLY CONTRACT RATES:
Principal	$225.00/Hr.
Project Manager/Engineer	$150.00/Hr.
Engineering Assistant	$ 95.00/Hr.
R.P.L.S.	$145.00/Hr.
G.P.S. Survey Crew	$150.00/Hr.
3 Man Survey Crew	$110.00/Hr.
Project Inspector	$ 70.00/Hr.
CADD Operator/Designer	$ 70.00/Hr.
Admin./Clerical	$ 30.00/Hr.

EXHIBIT E
Work Authorization Form

EXHIBIT "E"
HIDALGO COUNTY
Professional Engineering Services
Contract
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, **JAVIER HINOJOSA ENGINEERING,** Professional Engineers of **McALLEN** Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide_____.

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.__ 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 or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by **Hidalgo County Precinct No. 3 Commissioner Joe M. Flores** as to content and detail of this Work Authorization No. # ___.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on ____(DATE)___ as indicated below and effective as of _____ day of _____, 20____.

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING

_____
By: Javier Hinojosa, P.E., Owner

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge or Presiding Officer

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

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 _____ 20___ 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 _____ _____

A. 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:
ENGINEER

BY:_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT G
Certificate of Insurance

Policy Number:

Date Entered: 06/05/2014

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/5/2014

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 Davis Insurance Agency 2030 E. Griffin Parkway Mission, Texas 78572	CONTACT NAME: PHONE (A/C, No, Ext): (956) 581-9838 FAX (A/C, No): (956) 519-1524 E-MAIL ADDRESS: davisinsuranceagency@yahoo.com
INSURED JAVIER HINOJOSA ENGINEERING 416 E DOVE MCALLEN, TX 78504	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: MID-CENTURY INSURANCE COMPANY INSURER B: FARMERS INSURANCE EXCHANGE INSURER C: FARMERS INSURANCE EXCHANGE INSURER D: FARMERS INSURANCE EXCHANGE INSURER E: Arognaut Insurance Company INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X	X	605021032	6/28/2014	6/28/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $EXCL $1,000,000 $EXCL
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] HIRED AUTOS [X] SCHEDULED AUTOS [X] NON-OWNED AUTOS	X	X	069398805	3/29/2014	03/29/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X	X	605489034	06/28/2014	06/28/2015	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
D	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	X	N0707-71-94	12/1/2013	12/1/2014	[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
E	PROFESSIONAL LIABILITY			IAE12530-0	12/4/2013	12/4/2014	PER CLAIM	$1,000,000

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

COUNTY OF HIDALGO SHALL BE NAMED AS ADDITIONAL INSURED ON ALL COMMERCIAL GENERAL LIABILITY POLICIES.

Scheduled autos: vehicle 1-2008 Chevrolet Silverado PU Vin#-1GCHK23698F130618
vehicle 2-2009 Chevrolet Silverado PU Vin#-3GCEK33249G191168

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: PURCHASING DEPT
2812 S HIGHWAY BUSINESS 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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TEXAS BUSINESS AUTO RENEWAL CERTIFICATE

FARMERS INSURANCE EXCHANGE
MEMBERS OF FARMERS INSURANCE GROUP OF COMPANIES
HOME OFFICE: 4680 WILSHIRE BLVD., LOS ANGELES, CALIFORNIA 90010
SERVICE CENTER: 15700 LONG VISTA DRIVE, AUSTIN, TEXAS 78728

Valuable - Attach this Certificate to your policy

ITEM ONE

NAMED INSURED . HINOJOSA, JAVIER
. JAVIER HINOJOSA ENGINEERING
MAILING ADDRESS . 416 E DOVE AVE
.
. MCALLEN TX 78504-2240

Account Number
Agent 19-42-303
Policy Number 06939-88-05

Form of Business: [X] Individual [ ] Partnership [ ] Corporation [ ] Other

RENEWS NO:

Policy Period from 03/29/14 to 03/29/15 12:01 AM Standard Time at your mailing address shown above.

In consideration of the payment of the premium stated, this policy is renewed from the inception date to the expiration date stated. Insurance is provided only with respect to coverage for which an auto symbol, limits of insurance and premium charge is stated, subject to all of the terms of this policy, including any attached forms and endorsements.

ITEM TWO
SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those autos shown as covered autos. Autos are shown as covered autos for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which **autos** are covered **autos**)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS (LIMITS SHOWN IN THOUSANDS)	PREMIUM
LIABILITY Bodily Injury Property Damage Combined Liability	7 8 9	$ each person/$ each accident $ each accident $ 1000 each accident	2,227.00
PERSONAL INJURY PROTECTION	SEE END.	$ SEE SCHEDULE	72.00
AUTO MEDICAL PAYMENTS		$	
UNINSURED/UNDERINSURED MOTORISTS Bodily Injury Property Damage Combined Liability	SEE END.	$ each person/$ each accident $ each accident $ 1000 each accident	351.00
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	7	STATED AMOUNT $ Actual Cash Value or Cost of Repair, whichever is less minus $ SEE SCHEDULE Ded. for Each Covered **Auto**. But no Deductible Applies to Loss Caused by Fire or Lightning. See Item Four for hired or borrowed **autos**.	879.00
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		STATED AMOUNT $ Actual Cash Value or Cost of Repair, whichever is Less Minus $25 Ded. for Each Covered **Auto** for **loss** Caused by Mischief or Vandalism. See Item Four for hired or borrowed **Autos**.	
PHYSICAL DAMAGE COLLISION COVERAGE	7	STATED AMOUNT $ Actual Cash Value or Cost of Repair whichever is less minus $ SEE SCHEDULE Ded. for Each Covered **Auto**. See item four for hired or borrowed **Autos**.	1,051.00
PHYSICAL DAMAGE TOWING AND LABOR	7	$ SEE SCHEDULE for each disablement of a covered auto.	25.00
		PREMIUM FOR ENDORSEMENTS	182.00
		ESTIMATED TOTAL PREMIUM	4,787.00

Premium Shown is payable $ _____ at inception.

FARMERS INSURANCE

TEXAS BUSINESS AUTO RENEWAL CERTIFICATE (CONTINUED)

ENDORSEMENTS ATTACHED TO THIS POLICY: IL 00 21-Broad Form Nuclear Exclusion

CA00010310	CA01960312	CA02430301	CA21090513	CA22640708	CA23840106	CA23940306
CA99230310	CA99880306	CA99951201	E2013-ED1	E2015-ED2	IL0171198	J6738-ED1
S1929-ED2	S1966-ED1	25-3065	56-5223ED5			

COUNTERSIGNED _____ (Date) By _____ (Authorized Representative)

ITEM THREE
SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION: Year, Model, Trade Name, Body Type, Serial Number (S) Vehicle Identification Number (VIN)	PURCHASED: Original Cost New	PURCHASED: Actual Cost & New (N) USED (U)	TERRITORY: Town & State where Covered Auto will be principally garaged
7	09 CHEVROLET CW SILVERADO 3GCEK33249G191168	40075		MCALLEN TX 208
8	12 FORD F150 1FTFW1EF0CFD06015	34660		MCALLEN TX 208

Covered Auto No.	CLASSIFICATION: Radius of Operation	Business use s - service r - retail c - commercial	Size GVW, GCW or Veh. Seating Capacity	Age Group	Primary Rating Factor: Liab.	Primary Rating Factor: Phy. Dam.	Secondary Rating Factor	Code	Except for towing, all physical damages loss is payable to you and the loss payee named below as interest may appear at the time of the loss.
7	50		10000	6					
8	50		10000	3					

COVERAGES-PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding **ITEM TWO** column applies instead)

Covered Auto No.	LIABILITY: *Limit	LIABILITY: Premium	PERSONAL INJURY PROTECTION: Limit	PERSONAL INJURY PROTECTION: Premium	AUTO MED PAY: *Limit	AUTO MED PAY: Premium
7	1000	1,059.00	5000	72.00		
8	1000	1,059.00	5000			
Total Premium		2,118.00		72.00		

COVERAGES-PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding **ITEM TWO** column applies instead)

Covered Auto No.	UNINSURED/UNDERINSURED MOTORISTS: *Limit	UNINSURED/UNDERINSURED MOTORISTS: Premium	COMPREHENSIVE: Limit stated in ITEM TWO minus ded. shown below	COMPREHENSIVE: Premium
7	1000	176.00	250	492.00
8	1000	175.00	250	387.00
Total Premium		351.00		879.00

COVERAGES-PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding **ITEM TWO** column applies instead)

Covered Auto No.	SPECIFIED CAUSES OF LOSS: Limit stated in ITEM TWO	SPECIFIED CAUSES OF LOSS: Premium	COLLISION: Limit stated in ITEM TWO minus ded. shown below	COLLISION: Premium	TOWING AND LABOR: Limit Per Disablement	TOWING AND LABOR: Premium
7			500	576.00	500	25.00
8			500	475.00		
Total Premium				1,051.00		25.00

*(LIMITS SHOWN IN THOUSANDS)

06939-88-05
POLICY NUMBER

TEXAS BUSINESS AUTO RENEWAL CERTIFICATE (CONTINUED)
ITEM FOUR
SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS
LIABILITY COVERAGE RATING BASIS, COST OF HIRE

STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH $100 COST OF HIRE	FACTOR (If Liab. Cov. is Primary)	PREMIUM
TX				62.00
			TOTAL PREMIUM	62.00

Cost of hire means the total amount you incur for the hire of autos you don't own (not including autos you borrow or rent from your employees or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

PHYSICAL DAMAGE COVERAGE

COVERAGES	LIMIT OF INSURANCE THE MOST WE WILL PAY DEDUCTIBLE	RATE	PREMIUM
COMPREHENSIVE	ACTUAL CASH VALUE, COST OF REPAIRS OR $ WHICHEVER IS LESS MINUS $ DED. FOR EACH COVERED **AUTO**. BUT NO DEDUCTIBLE APPLIES TO **LOSS** CAUSED BY FIRE OR LIGHTNING.		
SPECIFIED CAUSES OF LOSS	ACTUAL CASH VALUE, COST OF REPAIRS OR $ WHICHEVER IS LESS MINUS $25 DED. FOR EACH COVERED **AUTO** FOR **LOSS** CAUSED BY MISCHIEF OR VANDALISM.		
COLLISION	ACTUAL CASH VALUE, COST OF REPAIRS OR $ WHICHEVER IS LESS MINUS $ DED. FOR EACH COVERED **AUTO**		
		TOTAL PREMIUM	

PHYSICAL DAMAGE COVERAGE for covered autos you hire or borrow is excess unless indicated below by "[X]"

☐ If this box is checked, PHYSICAL DAMAGE COVERAGE applies on a direct primary basis and for purposes of the condition entitled OTHER INSURANCE, any covered auto you hire or borrow is deemed to be a covered auto you own.

ITEM FIVE
SCHEDULE FOR NON-OWNERSHIP LIABILITY

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
Other than a Social Service Agency	Number of Employees	4	$ 47.00
	Number of Partners		$
Social Service Agency	Number of Employees		$
	Number of Volunteers		$

ITEM SIX
SCHEDULE FOR GROSS RECEIPTS OR MILEAGE BASIS - LIABILITY COVERAGE - PUBLIC AUTO OR LEASING RENTAL CONCERNS

Estimated Yearly ☐ Gross Receipts ☐ Mileage	RATES ☐ Per $100 of Gross Receipts ☐ Per Mile			PREMIUMS		
	LIABILITY	AUTO MEDICAL	P.I.P.	LIABILITY COVERAGE	AUTO MEDICAL	P.I.P.
		TOTAL PREMIUMS				
		MINIMUM PREMIUMS				

TEXAS BUSINESS AUTO RENEWAL CERTIFICATE (CONTINUED)

When used as a premium basis:

FOR PUBLIC AUTOS

Gross Receipts means the total amount to which you are entitled for transporting passengers, mail or merchandise during the policy period regardless of whether you or any other carrier originate the transportation. Gross Receipts does not include:

A. Amounts you pay to railroads, steam shiplines, airlines and other motor carriers operating under their own ICC or PUC permits.

B. Advertising Revenue.

C. Taxes which you collect as a separate item and remit directly to a governmental division.

D. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing units operated during the policy period.

FOR RENTAL OR LEASING CONCERNS

Gross Receipts means the total amount to which you are entitled for the leasing or rental of autos during the policy period and includes taxes except those taxes which you collect as a separate item and remit directly to a governmental division.

Mileage means the total of all live and dead mileage developed by all the autos you leased or rented to others during the policy period.

AI-45047 **Purchasing Department 22. E. 1.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Approval of a lease agreement between **Hidalgo County** and **Union Pacific Railroad Company** (address-1051 N. Doolittle Rd. , Edinburg, Texas 78542) for use of **"The Premises to be utilized for Vegetation Control, and uses incidental thereto, only, and for No Other Purpose"** with term of this Lease to commence July 01, 2014, for one year unless terminated or renewed or extended as provided in lease agreement;.

b. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;

c. 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 appraisal services providers for (job specific project) "Sale of Properties" within Hidalgo County Precinct No. 4;

Firms	Integra Realty Resources	HLH Appraisal Services	George J. Salazar d/b/a Appraisal Haus
Evaluation	89	91	94
Ranked			

d. Authority for the Purchasing Department to negotiate a professional appraisal services contract with the No. 1 ranked firm of _____ for: a project specific - "Sale of Properties" within Hidalgo County Precinct No. 4.

BACKGROUND

Lease Agreement - Union Pacific Railroad Company
Lease Transmittal Letter
Precincts request & Legal's approval

Evaluation Sheet by Pct 4
---

item a. pertains to lease agreement

b,c,d is for a different project

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

As per Pct. #4 spokesperson, DBM, Budget Officer is to provide fiscal impact information.

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

1. No cost to the county (maintaining/cutting grass)
2. Funding to be identified by Pct once project approved. 4-1200-431-00-124-007-0-339

Attachments

Lease-Union Pacific Railroad Co-Pct 4

Lease Transmittle Letter-Union Pacific Railroad Co

email frm legal-apprvd lease

Eval-Rnking & Score Sheet by Pct 4 (Sale ofProperties)

LIST

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/13/2014 04:08 PM
Budget & Management	Debbie Tamez	06/13/2014 04:26 PM
Manuel Chapa	Manuel Chapa	06/13/2014 05:30 PM
Auditor's Office	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Letty Saenz Started On: 06/13/2014 11:02 AM

Final Approval Date: 06/13/2014

Audit No. _____

Industrial Lease (Year To Year) 09-01-06 Folder No. 02877-18
(Unimproved Property)
Form Approved, Law

LEASE OF PROPERTY
(INDUSTRIAL LEASE - UNIMPROVED - YEAR TO YEAR)

THIS LEASE ("Lease") is entered into on _____, 20___, between **UNION PACIFIC RAILROAD COMPANY** ("Lessor") and **HIDALGO COUNTY,** a Texas political subdivision, whose address is 1051 N. Doolittle Rd. , Edinburg, Texas 78542 ("Lessee").

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

Article 1. PREMISES; USE.

Lessor leases to Lessee and Lessee leases from Lessor the premises ("Premises") at Edinburg, Texas, shown on the print dated June _____, 2014, marked **Exhibit A**, hereto attached and made a part hereof, subject to the provisions of this Lease and of **Exhibit B** attached hereto and made a part hereof. The Premises may be used for vegetation control, and purposes incidental thereto, only, and for no other purpose.

Article 2. TERM.

The term of this Lease shall commence July 01, 2014, and, unless sooner terminated as provided in this Lease, shall extend for one year and thereafter shall automatically be extended from year to year.

Article 3. INSURANCE.

A. Throughout the entire term of this Lease, Lessee shall maintain the insurance coverage required under **Exhibit C** hereto attached and made a part hereof.

B. If the Lessee is subject to a statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this lease, those statutes shall apply.

C. Not more frequently than once every two years, Lessor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

D. Upon request of Lessor, Lessee shall provide to Lessor a certificate issued by its insurance carrier evidencing the insurance coverage required under **Exhibit C**.

E. All insurance correspondence shall be directed to: Real Estate Department, 1400 Douglas Street STOP 1690, Omaha, Nebraska 68179-1690, Folder No. 02877-18.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first herein written.

Lessor:	Lessee:
UNION PACIFIC RAILROAD COMPANY	**HIDALGO COUNTY**
By: _____	By: _____
Senior Manager - Real Estate	Title: _____

NOTE:

EXHIBIT B
TO
INDUSTRIAL LEASE (UNIMPROVED YEAR TO YEAR)

Section 1. IMPROVEMENTS.

No improvements placed upon the Premises by Lessee shall become a part of the realty.

Section 2. RESERVATIONS, TITLE AND PRIOR RIGHTS.

A. Lessor reserves to itself, its agents and contractors, the right to enter the Premises at such times as will not unreasonably interfere with Lessee's use of the Premises.

B. Lessor reserves (i) the exclusive right to permit third party placement of advertising signs on the Premises, and (ii) the right to construct, maintain and operate new and existing facilities (including, without limitation, trackage, fences, communication facilities, roadways and utilities) upon, over, across or under the Premises, and to grant to others such rights, provided that Lessee's use of the Premises is not interfered with unreasonably.

C. Lessee acknowledges that Lessor makes no representations or warranties, express or implied, concerning the title to the Premises, and that the rights granted to Lessee under this Lease do not extend beyond such right, title or interest as Lessor may have in and to the Premises. Without limitation of the foregoing, this Lease is made subject to all outstanding rights, whether or not of record. Lessor reserves the right to renew any such outstanding rights granted by Lessor or Lessor's predecessors.

D. Without limitation of Subparagraphs B. and C. above, Lessee shall not interfere in any manner with the use or operation of any signboards now or hereafter placed on the Premises or with any property uses in connection with such signboards (such as, by way of example and not in limitation, roadways providing access to such signboards). In no event may Lessee construct on the Premises any improvements that interfere in any manner with the visibility or operation of any signboards now or hereafter on the Premises or on property in proximity to the Premises.

Section 3. PAYMENT OF RENT.

Rent (which includes the fixed advance rent and all other amounts to be paid by Lessee under this Lease) shall be paid in lawful money of the United States of America, at such place as shall be designated by the Lessor, and without offset or deduction.

Section 4. TAXES AND ASSESSMENTS.

A. Lessee shall pay, prior to delinquency, all taxes levied during the life of this Lease on all personal property and improvements on the Premises not belonging to Lessor. If such taxes are paid by Lessor, either separately or as a part of the levy on Lessor's real property, Lessee shall reimburse Lessor in full within thirty (30) days after rendition of Lessor's bill.

B. If the Premises are specially assessed for public improvements, the annual rent will be automatically increased by 12% of the full assessment amount.

Section 5. WATER RIGHTS.

This Lease does not include any right to the use of water under any water right of Lessor, or to establish any water rights except in the name of Lessor.

Section 6. CARE AND USE OF PREMISES.

A. Lessee shall use reasonable care and caution against damage or destruction to the Premises. Lessee shall not use or permit the use of the Premises for any unlawful purpose, maintain any nuisance, permit any waste, or use the Premises in any way that creates a hazard to persons or property. Lessee shall keep the sidewalks and public ways on the Premises, and the walkways appurtenant to any railroad spur track(s) on or serving the Premises, free and clear from any substance which might create a hazard.

B. Lessee shall not permit any sign on the Premises, except signs relating to Lessee's business.

C. If any improvement on the Premises other than the Lessor Improvements is damaged or destroyed by fire or other casualty, Lessee shall, within thirty (30) days after such casualty, remove all debris resulting therefrom. If Lessee fails to do so, Lessor may remove such debris, and Lessee agrees to reimburse Lessor for all expenses incurred within thirty (30) days after rendition of Lessor's bill.

D. Lessee shall comply with all governmental laws, ordinances, rules, regulations and orders relating to Lessee's use of the Premises and this Lease, including, without limitation, any requirements for subdividing or platting the Premises.

Section 7. HAZARDOUS MATERIALS, SUBSTANCES AND WASTES.

A. Without the prior written consent of Lessor, Lessee shall not use or permit the use of the Premises for the generation, use, treatment, manufacture, production, storage or recycling of any Hazardous Substances, except that Lessee may use, if lawful, small quantities of common chemicals such as adhesives, lubricants and cleaning fluids in order to conduct business at the Premises. The consent of Lessor may be withheld by Lessor for any reason whatsoever, and may be subject to conditions in addition to those set forth below. It shall be the sole responsibility of Lessee to determine whether or not a contemplated use of the Premises is a Hazardous Substance use.

B. In no event shall Lessee (i) release, discharge or dispose of any Hazardous Substances, (ii) bring any hazardous wastes as defined in RCRA onto the Premises, (iii) install or use on the Premises any underground storage tanks, or (iv) store any Hazardous Substances within one hundred feet (100') of the center line of any main track.

C. If Lessee uses or permits the use of the Premises for a Hazardous Substance use, with or without Lessor's consent, Lessee shall furnish to Lessor copies of all permits, identification numbers and notices issued by governmental agencies in connection with such Hazardous Substance use, together with such other information on the Hazardous Substance use as may be requested by Lessor. If requested by Lessor, Lessee shall cause to be performed an environmental assessment of the Premises upon termination of the Lease and shall furnish Lessor a copy of such report, at Lessee's sole cost and expense.

D. Without limitation of the provisions of Section 12 of this Exhibit B, Lessee shall be responsible for all damages, losses, costs, expenses, claims, fines and penalties related in any manner to

any Hazardous Substance use of the Premises (or any property in proximity to the Premises) during the term of this Lease or, if longer, during Lessee's occupancy of the Premises, regardless of Lessor's consent to such use or any negligence, misconduct or strict liability of any Indemnified Party (as defined in Section 12), and including, without limitation, (i) any diminution in the value of the Premises and/or any adjacent property of any of the Indemnified Parties, and (ii) the cost and expense of clean-up, restoration, containment, remediation, decontamination, removal, investigation, monitoring, closure or post-closure. Notwithstanding the foregoing, Lessee shall not be responsible for Hazardous Substances (i) existing on, in or under the Premises prior to the earlier to occur of the commencement of the term of the Lease or Lessee's taking occupancy of the Premises, or (ii) migrating from adjacent property not controlled by Lessee, or (iii) placed on, in or under the Premises by any of the Indemnified Parties; except where the Hazardous Substance is discovered by, or the contamination is exacerbated by, any excavation or investigation undertaken by or at the behest of Lessee. Lessee shall have the burden of proving by a preponderance of the evidence that any of the foregoing exceptions to Lessee's responsibility for Hazardous Substances applies.

E. In addition to the other rights and remedies of Lessor under this Lease or as may be provided by law, if Lessor reasonably determines that the Premises may have been used during the term of this Lease or any prior lease with Lessee for all or any portion of the Premises, or are being used for any Hazardous Substance use, with or without Lessor's consent thereto, and that a release or other contamination may have occurred, Lessor may, at its election and at any time during the life of this Lease or thereafter (i) cause the Premises and/or any adjacent premises of Lessor to be tested, investigated, or monitored for the presence of any Hazardous Substance, (ii) cause any Hazardous Substance to be removed from the Premises and any adjacent lands of Lessor, (iii) cause to be performed any restoration of the Premises and any adjacent lands of Lessor, and (iv) cause to be performed any remediation of, or response to, the environmental condition of the Premises and the adjacent lands of Lessor, as Lessor reasonably may deem necessary or desirable, and the cost and expense thereof shall be reimbursed by Lessee to Lessor within thirty (30) days after rendition of Lessor's bill. In addition, Lessor may, at its election, require Lessee, at Lessee's sole cost and expense, to perform such work, in which event, Lessee shall promptly commence to perform and thereafter diligently prosecute to completion such work, using one or more contractors and a supervising consulting engineer approved in advance by Lessor.

F. For purposes of this Section 7, the term "Hazardous Substance" shall mean (i) those substances included within the definitions of "hazardous substance", "pollutant", "contaminant", or "hazardous waste", in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq., as amended or in RCRA, the regulations promulgated pursuant to either such Act, or state laws and regulations similar to or promulgated pursuant to either such Act, (ii) any material, waste or substance which is (A) petroleum, (B) asbestos, (C) flammable or explosive, or (D) radioactive; and (iii) such other substances, materials and wastes which are or become regulated or classified as hazardous or toxic under any existing or future federal, state or local law.

Section 8. UTILITIES.

A. Lessee will arrange and pay for all utilities and services supplied to the Premises or to Lessee.

B. All utilities and services will be separately metered to Lessee. If not separately metered, Lessee shall pay its proportionate share as reasonably determined by Lessor.

Section 9. LIENS.

Lessee shall not allow any liens to attach to the Premises for any services, labor or materials furnished to the Premises or otherwise arising from Lessee's use of the Premises. Lessor shall have the right to discharge any such liens at Lessee's expense.

Section 10. ALTERATIONS AND IMPROVEMENTS; CLEARANCES.

A. No alterations, improvements or installations may be made on the Premises without the prior consent of Lessor. Such consent, if given, shall be subject to the needs and requirements of the Lessor in the operation of its Railroad and to such other conditions as Lessor determines to impose. In all events such consent shall be conditioned upon strict conformance with all applicable governmental requirements and Lessor's then-current clearance standards.

B. All alterations, improvements or installations shall be at Lessee's sole cost and expense.

C. Lessee shall comply with Lessor's then-current clearance standards, except (i) where to do so would cause Lessee to violate an applicable governmental requirement, or (ii) for any improvement or device in place prior to Lessee taking possession of the Premises if such improvement or device complied with Lessor's clearance standards at the time of its installation.

D. Any actual or implied knowledge of Lessor of a violation of the clearance requirements of this Lease or of any governmental requirements shall not relieve Lessee of the obligation to comply with such requirements, nor shall any consent of Lessor be deemed to be a representation of such compliance.

Section 11. AS-IS.

Lessee accepts the Premises in its present condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Lessee acknowledges that Lessor shall have no duty to maintain, repair or improve the Premises.

Section 12. RELEASE AND INDEMNITY.

A. As a material part of the consideration for this Lease, Lessee, to the extent it may lawfully do so, waives and releases any and all claims against Lessor for, and agrees to indemnify, defend and hold harmless Lessor, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against, any loss, damage (including, without limitation, punitive or consequential damages), injury, liability, claim, demand, cost or expense (including, without limitation, attorneys' fees and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, Lessor, Lessee, or any employee of Lessor or Lessee) (i) for personal injury or property damage caused to any person while on or about the Premises, or (ii) arising from or related to any use of the Premises by Lessee or any invitee or licensee of Lessee, any act or omission of Lessee, its officers, agents, employees, licensees or invitees, or any breach of this Lease by Lessee.

B. The foregoing release and indemnity shall apply regardless of any negligence, misconduct or strict liability of any Indemnified Party, except that the indemnity, only, shall not apply to any Loss determined by final order of a court of competent jurisdiction to have been caused by the sole active direct negligence of any Indemnified Party.

C. Where applicable to the Loss, the liability provisions of any contract between Lessor and Lessee covering the carriage of shipments or trackage serving the Premises shall govern the Loss and shall supersede the provisions of this Section 12.

D. No provision of this Lease with respect to insurance shall limit the extent of the release and indemnity provisions of this Section 12.

Section 13. TERMINATION.

A. Lessor may terminate this Lease for Lessee's default by giving Lessee notice of termination, if Lessee (i) defaults under any obligation of Lessee under this Lease and, after written notice is given by Lessor to Lessee specifying the default, Lessee fails either to immediately commence to cure the default, or to complete the cure expeditiously but in all events within thirty (30) days after the default notice is given, or (ii) Lessee abandons the Premises for a period of one hundred twenty (120) consecutive days.

B. Notwithstanding the terms of this Lease set forth in Article II, Lessor or Lessee may terminate this Lease without cause upon thirty (30) day's written notice to the other party; provided, however, that at Lessor's election, no such termination by Lessee shall be effective unless and until Lessee has vacated and restored the Premises as required in Section 15A, at which time Lessor shall refund to Lessee, on a pro rata basis, any unearned rental paid in advance. **Notwithstanding anything to the contrary in this Lease, if Lessee has not complied with the requirements of Section 15 A, this Lease, together with all terms contained herein (including payment of rent) will remain in effect until the requirements of Section 15A are met, unless Lessor, in its sole discretion, elects to terminate this Lease.**

Section 14. LESSOR'S REMEDIES.

Lessor's remedies for Lessee's default are to (a) enter and take possession of the Premises, without terminating this Lease, and relet the Premises on behalf of Lessee, collect and receive the rent from reletting, and charge Lessee for the cost of reletting, and/or (b) terminate this Lease as provided in Section 13 above and sue Lessee for damages, and/or (c) exercise such other remedies as Lessor may have at law or in equity. Lessor may enter and take possession of the Premises by self-help, by changing locks, if necessary, and may lock out Lessee, all without being liable for damages.

Section 15. VACATION OF PREMISES; REMOVAL OF LESSEE'S PROPERTY.

A. Upon termination howsoever of this Lease, Lessee (i) shall have peaceably and quietly vacated and surrendered possession of the Premises to Lessor, without Lessor giving any notice to quit or demand for possession, and (ii) shall have removed from the Premises all structures, property and other materials not belonging to Lessor, including all personal property and restored the surface to as good a condition as the same was in before such structures were erected, including, without limitation, the removal of foundations, the filling in of excavations and pits, and the removal of debris and rubbish.

B. If Lessee has not completed such removal and restoration prior to termination of this Lease, Lessor may, at its election, and at any time or times, (i) perform the work and Lessee shall reimburse Lessor for the cost thereof within thirty (30) days after bill is rendered, (ii) take title to all or any portion of such structures or property by giving notice of such election to Lessee, and/or (iii) treat Lessee as a holdover tenant at will until such removal and restoration is completed.

Section 16. FIBER OPTICS.

Lessee shall telephone Lessor during normal business hours (7:00 a.m. to 9:00 p.m., Central Time, Monday through Fridays, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried on the Premises. Lessor may change the telephone number and hours of operation by giving Lessee notice of the change. If cable is buried on the Premises, Lessee will telephone the telecommunications company(ies), arrange for a cable locator, and make arrangements for relocation or other protection of the cable. Notwithstanding compliance by Lessee with this Section 16, the release and indemnity provisions of Section 12 above shall apply fully to any damage or destruction of any telecommunications system.

Section 17. NOTICES.

Any notice, consent or approval to be given under this Lease shall be in writing, and personally served, sent by facsimile to (402) 501-0340, by email or by reputable courier service, or sent by certified mail, postage prepaid, return receipt requested, to Lessor at: Union Pacific Railroad Company, Attn: AVP - Real Estate, Real Estate Department, 1400 Douglas Street, Stop 1690, Omaha, Nebraska 68179; and to Lessee at the above address, or such other address as a party may designate in notice given to the other party. Mailed notices shall be deemed served five (5) days after deposit in the U.S. Mail. Notices which are faxed, emailed, are personally served or sent by courier service shall be deemed served upon receipt.

Section 18. ASSIGNMENT.

A. Lessee shall not sublease the Premises, in whole or in part, or assign, encumber or transfer (by operation of law or otherwise) this Lease, without the prior consent of Lessor, which consent may be denied at Lessor's sole and absolute discretion. Any purported transfer or assignment without Lessor's consent shall be void and shall be a default by Lessee.

B. Subject to this Section 18, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 19. CONDEMNATION.

If, as reasonably determined by Lessor, the Premises cannot be used by Lessee because of a condemnation or sale in lieu of condemnation, then this Lease shall automatically terminate. Lessor shall be entitled to the entire award or proceeds for any total or partial condemnation or sale in lieu thereof, including, without limitation, any award or proceeds for the value of the leasehold estate created by this Lease. Notwithstanding the foregoing, Lessee shall have the right to pursue recovery from the condemning authority of such compensation as may be separately awarded to Lessee for Lessee's relocation expenses, the taking of Lessee's personal property and fixtures, and the interruption of or damage to Lessee's business.

Section 20. ATTORNEY'S FEES.

If either party retains an attorney to enforce this Lease (including, without limitation, the indemnity provisions of this Lease), the prevailing party is entitled to recover reasonable attorney's fees.

Section 21. RIGHTS AND OBLIGATIONS OF LESSOR.

If any of the rights and obligations of Lessor under this Lease are substantially and negatively affected by any changes in the laws applicable to this Lease, whether statutory, regulatory or under

federal or state judicial precedent, then Lessor may require Lessee to enter into an amendment to this Lease to eliminate the negative effect on Lessor's rights and obligations to the extent reasonably possible.

Section 22. MODIFICATION, WAIVER OF DEFAULT, ENTIRE AGREEMENT.

No waiver, modification or amendment to this Lease, including specifically but not limited to, any indemnity and/or insurance requirement herein, shall be of any force or effect unless made in writing, signed by Lessor and Lessee and specifying with particularity the nature and extent of such waiver, modification or amendment. This Lease is the entire agreement between the parties, and supersedes all other oral or written agreements between the parties pertaining to this transaction, including, without limitation, Lease Audit No. _____ and any other lease under which all or any portion of the Premises was leased to Lessee. Notwithstanding the prior sentence, Lessee shall retain any and all obligations and liabilities which may have accrued under any other such agreements prior to the commencement of the term of this Lease.

Approved: Insurance Group
Created: 2/10/06
Last Modified: 7/2/07

EXHIBIT C
Union Pacific Railroad
Contract Insurance Requirements

Lease of Land

Lessee shall, at its sole cost and expense, procure and maintain during the life of this Lease (except as otherwise provided in this Lease) the following insurance coverage:

A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than $2,000,000 each occurrence and an aggregate limit of not less than $4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage). The policy must also contain the following endorsement, which must be stated on the certificate of insurance: Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Premises" as the Designated Job Site.

B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Premises" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. **Workers Compensation and Employers Liability** insurance. Coverage must include but not be limited to:
Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Lessee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.
In any and all Claims against Lessor by any employee of Lessee, Lessee's indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under any workers compensation acts, disability benefits acts or other **employee benefits acts.**

D. **Pollution Liability** insurance. If permitted use as defined in this Lease includes any generation, handling, enrichment, storage, manufacture, or production of hazardous materials pollution liability insurance is required. Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least $5,000,000 per occurrence and an aggregate limit of $10,000,000.

If hazardous materials are disposed of from the Premises, Lessee must furnish to Lessor evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of $1,000,000 per loss, and an annual aggregate of $2,000,000.

E. **Umbrella or Excess** insurance. If Lessee utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above must include Lessor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 11 (or a substitute form providing equivalent coverage). The coverage provided to Lessor as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 11, provide coverage for Lessor's negligence whether sole or partial, active or passive, and shall not be limited by Lessee's liability under the indemnity provisions of this Lease.

G. Lessee waives all rights against Lessor and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers' liability or commercial umbrella or excess liability insurance obtained by Lessee required by this agreement.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Lease, or (b) all punitive damages are prohibited by all states in which the Premises are located.

I. All insurance policies must be written by a reputable insurance company acceptable to Lessor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Premises are located.

J. The fact that insurance is obtained by Lessee, or by Lessor on behalf of Lessee, will not be deemed to release or diminish the liability of Lessee, including, without limitation, liability under the indemnity provisions of this Lease. Damages recoverable by Lessor from Lessee or any third party will not be limited by the amount of the required insurance coverage.

June 11, 2014
Folder: 02877-18

MR. JESSE OZUNA
HIDALGO COUNTY
1051 N. DOOLITTLE RD.
EDINBURG TX 78542

RE: Lease Covering Use of Railroad Property at Edinburg, Texas

Dear Mr. Ozuna:

Pursuant to your request, attached is a file containing the above-referenced Lease for your execution.

Please return the following:

1. **TWO ORIGINALS** of the Lease signed by the appropriate party. If approved by the Railroad Company, a fully-executed original will be returned to you for your records.

2. **COMPLETED** Real Estate Environmental Lessee Questionnaire.

Both copies of the above-mentioned lease document, plus the questionnaire must be received by this office within 30 days of the date of this letter for consideration by Railroad Company management. You are not authorized to enter the premises until you are in possession of a fully executed copy of this Lease.

NOTHING IN THIS CORRESPONDENCE SHOULD BE CONSTRUED AS A COMMITMENT TO LEASE REAL PROPERTY AS SUCH A COMMITMENT REQUIRES FORMAL RAILROAD MANAGEMENT APPROVAL. IF SUCH APPROVAL IS RECEIVED, A FULLY EXECUTED COPY OF THE LEASE WILL BE RETURNED TO YOU.

If you have any questions regarding this Lease, please contact me at (402) 544-8641 or MSATTLER@up.com.

Sincerely,

Mike Sattler
Senior Manager - Real Estate

Zimbra **leticia.saenz@co.hidalgo.tx.us**

Fwd: Hidalgo County Lease Option

From : Jesus Ozuna <jesus.ozuna@co.hidalgo.tx.us> Fri, Jun 13, 2014 09:46 AM
Subject : Fwd: Hidalgo County Lease Option 3 attachments
To : Martha Salazar <martha.salazar@co.hidalgo.tx.us>
Cc : Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>, Marcos Lopez <marcos.lopez@co.hidalgo.tx.us>, Steve Cruz <steven.cruz@co.hidalgo.tx.us>, Chris Treviño <chris.trevino@co.hidalgo.tx.us>

Below is Legals approval email.

Jesse Ozuna

Begin forwarded message:

From: "Josephine L. Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
Date: June 13, 2014 at 8:54:34 AM CDT
To: "'Jesus Ozuna'" <jesus.ozuna@co.hidalgo.tx.us>, <chris.trevino@co.hidalgo.tx.us>
Cc: "'victor garza'" <victor.garza@da.co.hidalgo.tx.us>
Subject: RE: Hidalgo County Lease Option
Reply-To: <josephine.ramirez@da.co.hidalgo.tx.us>

I have reviewed the revised lease agreement and approve as to form.

Please let me know if you have any further questions or need any additional information.

Thanks.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section Chief
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

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

From: Jesus Ozuna [mailto:jesus.ozuna@co.hidalgo.tx.us]
Sent: Wednesday, June 11, 2014 3:19 PM
To: josephine ramirez
Cc: victor garza
Subject: Fwd: Hidalgo County Lease Option

Josie,
Attached is a copy of the lease agreement from Union Pacific. Please review it and let me know if we can still enter it as written so I can get with Purchasing to place it on the agenda.

Thank you,
Jesse

From: "Mike Sattler" <MSATTLER@UP.COM>
To: "Jesus Ozuna" <jesus.ozuna@co.hidalgo.tx.us>
Sent: Wednesday, June 11, 2014 11:36:08 AM
Subject: Re: Hidalgo County Lease Option

Jesse,

1	1011	456898	1	Land	2.0000	$116,000	Weslaco Health Clinic 1901 N. Bridge Weslaco Partial
Total for Pct # 1 =	1				2.0000	$116,000	
2	1039	113028	1	Land	9.5500	128,925	LJ Drain Minnesota Rd Alamo Ret Pond
2	2127	790039	1	ROW	5.0000	67,500	Owassa Rd 5.00 AC Owassa Rd Donna ROW
2	1047	612264	1	Land	0.9705	126,819	Vacant Lot 529 N. Cynthia McAllen Vac Lot
2	2110	694226	1	ROW	0.2000	7,000	Sabal Palms 1200 Canary Is Alamo Partial
2	2111	694227	1	ROW	0.2000	7,000	Sabal Palms 700 Mediterrian Alamo Partial
2	2112	694228	1	ROW	0.2000	7,000	Sabal Palms 704 Mediterrian Alamo Partial
2	2113	694229	1	ROW	0.2000	7,000	Sabal Palms 708 Mediterrian Alamo Partial
2	2114	694230	1	ROW	0.2000	7,000	Sabal Palms 712 Mediterrian Alamo Partial
Total for Pct # 2 =	8				16.5205	$358,244	
3	1095	20826006	1	Land	0.1722	16,500	Vacant Lot W. Kika DL Garza Mission Vac Lot
3	2151	100872	1	ROW	0.7500	13,410	Private Rd S Military Private Rd S La Joya ROW
3	2152	100873	1	ROW	0.5100	11,227	Private Rd S Military Private Rd S La Joya ROW
3	2153	100874	1	ROW	0.6500	12,528	Private Rd S Military Private Rd S La Joya ROW
3	2154	100875	1	ROW	1.4200	19,542	Private Rd S Military Private Rd S La Joya ROW
Total for Pct # 3 =	5				3.5022	$73,207	
4	1142	156710	1	Land	9.2290	87,676	Gonzalez Drain Pond Curry/Dillon Rd Edinburg Pond
4	1140	156711	1	Land	9.8000	93,100	Cray Verley Drain P Curry Rd Edinburg Pond
4	1141	156750	1	Land	10.0000	95,000	Cray Verley Drain P Curve Rd Edinburg Pond
4	1108	297023	1	Land	2.0000	290,000	Health Central Office 1304 S. 25th St Edinburg Partial
Total for Pct # 4 =	4				31.0290	$565,776	

Total Countywide= 18 **53.0517** AC **$1,113,227**

Definitions: Partial = Land requires to be subdivided before being placed for sale.

Have a great weekend!
Erika Reyna-Velazquez
Director of Special Projects

EXHIBIT "B"

EVALUATION CRITERIA
"PROFESSIONAL APPRAISAL SERVICES POOL"
RFQ No. 2014-006-12-11-SGS

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. RESPONSIVENESS **(30) POINTS**

A. Requested Information
B. Thoroughness
C. Understanding of Project
D. List of references provided
E. Clarity – Brevity
F. Degree of Interest

2. FIRM CAPABILITIES **(45) POINTS**

A. Background
B. Relevant experience
C. Experience with similar projects
D. Knowledge of area
E. Timeless of schedule
F. Quality services previously provided to Hidalgo County
G. Current workload
H. Ability to commence various re-quested projects simultaneously
I. Completion of projects within budgets

3. STAFFING **(25) POINTS**

A. Qualifications of personnel
B. Key personnel
C. Required discipline skills

GRAND TOTAL **100 Points**

Internal Use Only: Commodity Code: 946-15

EXHIBIT "B"

EVALUATION CRITERIA
"PROFESSIONAL APPRAISAL SERVICES POOL"
RFQ No. 2014-006-12-11-SGS

Selection Criteria	Points	Score
1. **RESPONSIVENESS** ----- (30 pts)		
➢ Requested information	5	5
➢ Thoroughness	5	5
➢ Understanding of Project	5	5
➢ List of references provided	5	4
➢ Clarity-Brevity	5	4
➢ Degree if Interest	5	4
Comments/Rationale For Points:		TOTAL 27
THE FIRM WAS RESPONSIVE IN ALL INFO REQUESTED.		
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	5
➢ Relevant experience	5	5
➢ Experience with similar projects	5	5
➢ Knowledge of area	5	5
➢ Timeliness of schedule	5	4
➢ Quality services previously provided to Hidalgo County	5	1
➢ Current workload	5	4
➢ Ability to commence various re-quested projects simultaneously	5	4
➢ Completion of projects within budgets	5	4
Comments/Rationale For Points:		TOTAL 37
THE FIRM IS CAPABLE IN DOING THE WORK, BUT NOT BEING LOCAL MIGHT HINDER PROCESS.		
3. **STAFFING**-------- (25 pts)		
➢ Qualification of personnel	10	10
➢ Key personnel	10	10
➢ Required discipline skills	5	5
Comments/Rationale For Points:		TOTAL 25
THE FIRM HAS ALL REQUIRED STAFFING.		
	Total Score	89

Project Name: SALE OF PROPERTIES PCT. 4

Department: PCT. 4

Firm/Participant: INTEGRA REALTY RESOURCES

Evaluator: MARCOS LOPEZ Date: 6/13/14

EXHIBIT "B"

EVALUATION CRITERIA
"PROFESSIONAL APPRAISAL SERVICES POOL"
RFQ No. 2014-006-12-11-SGS

Selection Criteria	Points	Score
1. **RESPONSIVENESS** ----- (30 pts)		
➢ Requested information	5	5
➢ Thoroughness	5	5
➢ Understanding of Project	5	5
➢ List of references provided	5	4
➢ Clarity-Brevity	5	4
➢ Degree if Interest	5	4
Comments/Rationale For Points:		TOTAL 27
THE FIRM WAS RESPONSIVE IN ALL INFO. REQUESTED.		
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	5
➢ Relevant experience	5	5
➢ Experience with similar projects	5	5
➢ Knowledge of area	5	5
➢ Timeliness of schedule	5	4
➢ Quality services previously provided to Hidalgo County	5	2
➢ Current workload	5	4
➢ Ability to commence various re-quested projects simultaneously	5	5
➢ Completion of projects within budgets	5	4
Comments/Rationale For Points:		TOTAL 39
THE FIRM IS NOT A LOCAL FIRM AND MIGHT NOT KNOW VALUES THOROUGHLY.		
3. **STAFFING**-------- (25 pts)		
➢ Qualification of personnel	10	10
➢ Key personnel	10	10
➢ Required discipline skills	5	5
Comments/Rationale For Points:		TOTAL 25
THE FIRM IS STAFFED WITH CAPABLE EMPLOYEES.		
	Total Score	91

Project Name: SALE OF PROPERTIES PCT. 4

Department: PCT. 4

Firm/Participant: HLH APPRAISAL SERVICES

Evaluator: MARCOS LOPEZ Date: 6/13/14

EXHIBIT "B"

EVALUATION CRITERIA
"PROFESSIONAL APPRAISAL SERVICES POOL"
RFQ No. 2014-006-12-11-SGS

Selection Criteria	Points	Score
1. **RESPONSIVENESS** ----- (30 pts)		
➢ Requested information	5	5
➢ Thoroughness	5	5
➢ Understanding of Project	5	5
➢ List of references provided	5	5
➢ Clarity-Brevity	5	4
➢ Degree if Interest	5	4
Comments/Rationale For Points:		TOTAL 27
THE FIRM WAS THOROUGH IN RESPONSES. THE FIRM HAS AN UNDERSTANDING OF PROJECT.		
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	5
➢ Relevant experience	5	5
➢ Experience with similar projects	5	5
➢ Knowledge of area	5	5
➢ Timeliness of schedule	5	5
➢ Quality services previously provided to Hidalgo County	5	5
➢ Current workload	5	4
➢ Ability to commence various re-quested projects simultaneously	5	4
➢ Completion of projects within budgets	5	4
Comments/Rationale For Points:		TOTAL 42
THE FIRM IS CAPABLE OF DOING THE WORK NEEDED. THE FIRM IS LOCAL.		
3. **STAFFING**-------- (25 pts)		
➢ Qualification of personnel	10	10
➢ Key personnel	10	10
➢ Required discipline skills	5	5
Comments/Rationale For Points:		TOTAL 25
THE FIRM IS PROPERLY STAFFED TO DO THE WORK.		
Total Score		94

Project Name: SALE OF PROPERTIES PCT. 4

Department: PCT. 4

Firm/Participant: GEORGE J. SALAZAR DBA APPRAISAL HAUS

Evaluator: MARCOS LOPEZ Date: 6/18/14

List of Properties for Disposition for Precinct No. 4

1. Gonzalez Drain Pond
   Location: Curry/Dillion Rd., Edinburg, Tx.

2. Cray Verly Drain
   Location: Curry Rd., Edinburg, Tx

3. Cray Verly Drain
   Location: Curve Rd., Edinburg, Tx.

4. Health Central Office
   Location: 1304 S. 25th St., Edinburg, Tx.

5. H.C. Old Co. Jail/Restitution Center
   Location: 207 E. Loeb St., Edinburg, Texas

6. H.C. Old Facilities Mgmt. Carpentry Shop
   Location: 219 E. Loeb St., Edinburg, Texas

AI-44918 **Purchasing Department 22. E. 2.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted For: Comm. J. Palacios, HC-Pct. 4 **Submitted By:** Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to pay "Flat Rate Assessments" incurred by HC from 2009 to 2014 to Hidalgo County Irrigation District #1 for 18.76 acre tract of land out of Lot 15, Section 260, TEXAS MEXICAN RAILROAD COMPANY'S SURVEY, Hidalgo County, Texas according to the map or plat thereof recorded in Volume 2, Page 29, Map Records, Hidalgo County, Texas and as further detailed in the General Warranty Deed attached hereto through Requisition #00256335 (attached) which further details the Irrigation Flat Rate Assessments, Interest, Attorney and Processing Fees in the amount of $2,643.30 including the issuance and release of check by Hidalgo County Treasurer once review, audit, processing procedures completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-452-00-124-009-0-851/855

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

BUDGETARY IMPACT:

Requisition is attached which address the pre-emcumbrance of the funds.

Amount available for requisition# 256335 as of 6-10-14 $2,643.30 for HIDALGO COUNTY IRRIGATION DIST. #1

Attachments

BACKUP

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/06/2014 11:59 AM
Budget & Management	Debbie Tamez	06/09/2014 11:04 AM
Manuel Chapa	Manuel Chapa	06/10/2014 03:51 PM
Auditor's Office	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Marty Salazar Started On: 06/06/2014 10:49 AM

Final Approval Date: 06/13/2014

Requisition

Req # 00256335
PO #
Date: 05/02/14

Bill To: x
x

Vendor: 167134
HIDALGO COUNTY IRRIGATION DIST. #1
P.O. BOX 870
EDINBURG TX 78540

Ship To: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

Contact: DCANTU
956-383-3112

Contract No:

Special Instructions:
PCT#508

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Property Desc: S19.52 Sub: 4 Block: 260 Lot: 15 General Warranty Deed- 1988931 03/24/2009 DO NOT DUPLICATE ORDER		
5.00	YEAR	2010-2014 IRRIGATION TAXES (ORIGINAL AMT.) $313.20/yr.	313.20	1,566.00
1.00	EACH	PROCESSING FEE	300.00	300.00
1.00	EACH	ATTORNEY FEES and Interest for 2010- 2014: Attorney Fees- 2010- $77.56 2011- $68.74 2012- $62.27 2013- $5.21 Interest- 2010- $203.84 2011- $145.04 2012- $101.92 2013- $54.88 2014- $7.84	777.30	777.30
		Account No	Encumbrance	
		4-1100-452-00-124-009-0-851	1,866.00	
		4-1100-452-00-124-009-0-855	777.30	
			Freight	.00
			Total	2,643.30
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

HIDALGO COUNTY IRRIGATION #1
P.O. BOX 870
EDINBURG TX 78540-0000
956-383-3886

3/31/2014

1018
COUNTY OF HIDALGO
1051 NORTH DOOLITTLE RD
EDINBURG TX 78542-0000
SUB: 4 BLOCK: 260 LOT: 15 SEQ:

DELINQUENT STATEMENT

PROPERTY DESC: E19.52

PLEASE ADVISE HCID #1 IF YOU ARE NO LONGER THE OWNER OF SAID PROPERTY - ESTELLA MATA,
TAX ASSESSOR/COLLECTOR

YEAR	ORIGINAL AMOUNT	ATT. FEE AMOUNT	INTEREST AMOUNT	PENALTY AMOUNT	PAYMENT AMOUNT	AMOUNT DUE
2010 F	313.20	77.56	203.84			594.60
2011 F	313.20	68.74	145.04			526.98
2012 F	313.20	62.27	101.92			477.39
2013 F	313.20	55.21	54.88			423.29
2014 F	313.20		7.84			321.04
	1566.00	263.78	513.52			2343.30

851
Add 300.00 processing fee
1,866.00

855
963-77
777.30
Lot 508
Reg 254335
PO

CHARGE SIERRA TITLE
STG GF# 95440

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

General Warranty Deed

Date: March 24, 2009

Grantor: ROLANDO R. GUERRA, joined herein proforma by my wife, CASTULA O. GUERRA 1988931

Grantor's Mailing Address: P.O. Box 598
La Blanca, Texas 78558-0598
Hidalgo County

Grantee: COUNTY OF HIDALGO, TEXAS

Grantee's Mailing Address: P.O. Box 758
Edinburg, Texas 78540-0758
Hidalgo County

Consideration: TEN AND NO/100THS DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

Property (including any improvements):
An 18.76 acre tract of land out of Lot 15, Section 260, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, Hidalgo County, Texas according to the map or plat thereof recorded in Volume 2, Page 29, Map Records, Hidalgo County, Texas, and according to Warranty Deed with Vendor's Lien recorded in Volume 2574, Page 640, Official Records, Hidalgo County, Texas, reference to which is here made for all purposes and being more particularly described by metes and bounds as follows.

Beginning at a cotton picker spindle set in the centerline of Sunflower Road for the Northeast corner of Lot 15 and the Northeast corner of this tract.

Thence, South 00 degrees 38 minutes 03 seconds East, along the East line of Lot 15, a distance of 935.51 feet to a point within the right of way of State Highway 107 for the Southeast corner of this tract.

Thence, South 89 degrees 36 minutes 27 seconds West (Deed Record: South 89 degrees 37 minutes West), within the right of way of State Highway 107, a distance of 921.58 feet to a point for the Southwest corner of this tract.

Thence, North 09 degrees 01 minute 04 seconds East (Map Record: North 09 degrees 05 minutes East), a distance of 50.69 feet to a point within the right of way of State Highway 107 for the Southwest corner of the State of Texas Tract (a 1.254 acre tract of land out of the East 20.0 acres North of Highway 107 out of Lot 15, Section 260, Texas-Mexican Railway Company's Survey, according to Deed recorded in Volume 1095, Page 612, Deed Records, Hidalgo County, Texas) and an exterior corner of this tract.

Thence, North 89 degrees 36 minutes 48 seconds East, along the South line of the State of Texas Tract and within the right of way of State Highway 107, a distance of 889.14 feet to a point for the Southeast corner of said tract and an interior corner of this tract.

Thence, North 00 degrees 26 minutes 56 seconds West, along the East line of the State of Texas Tract, a distance of 82.00 feet to a 1/2" iron rod found for the intersection of the North right of way line of State Highway 107 and the West right of way line of Sunflower Road, for the Northeast corner of said tract and an interior corner of this tract.

Thence, South 44 degrees 42 minutes 25 seconds West, along the North right of way line of State Highway 107 and the North line of the State of Texas tract, a distance of 28.52 feet to 1/2" iron rod found for an interior corner of this tract.

Thence, South 89 degrees 33 minutes 04 seconds West, along the North right of way line of State Highway 107 and the North line of the State of Texas Tract, a distance of 787.06 feet to a 1/2" iron rod 24" in length with plastic cap stamped RPLS-4856 set for exterior corner of this tract.

Thence, South 82 degrees 35 minutes 42 seconds West, along the North right of way line of State Highway 107 and the North line of the State of Texas tract, a distance of 73.73 feet to a 3/4" iron pipe found for the Southeast corner of Rankin Subdivision (recorded in Volume 21, Page 23, Map Records, Hidalgo County, Texas), the Northwest corner of the State of Texas Tract and an exterior corner of this tract.

Thence, North 09 degrees 01 minute 04 seconds East (Map Record: North 09 degrees 05 minutes East), along the East line of Rankin Subdivision, a distance of 1,812.24 feet to a 3/4" iron pipe found on the North line of Lot 15 for the Northeast corner of Rankin Subdivision and the Northwest corner of this tract.

Thence, South 80 degrees 58 minutes 56 seconds East (Map Record: South 80 degrees 55 minutes East), along the North line of Lot 15, passing a 1/2" iron rod 24" in length with plastic cap stamped RPLS 4856 set at 723.67 feet for the West right of way line of Sunflower Road, a total distance of 743.95 feet to the point of beginning, and containing 18.76 acres of land, more or less.

(Bearings are in accordance with Rankin Subdivision, recorded in Volume 21, Page 23, Map Records, Hidalgo County, Texas.)

Reservations from and Exceptions to Conveyance and Warranty:
Subject To:

Right of Way Easement granted to North Alamo Water Supply Corporation from Leonel Longoria, by instrument dated July 9, 1973, recorded in Volume 1411, Page 639, Deed Records of Hidalgo County, Texas.

Easements for canals and laterals, both existing or to be constructed, as reserved in Deeds executed by Stewart Farm Mortgage Company to C. I Haven, recorded in Volume 206, Page 351 and Volume 210, Page 189, both in Deed Records of Hidalgo County, Texas.

Easements for canal rights of way as shown in Quit-Claim Deed dated March 21, 1933, from Hidalgo County Water Control and Improvement District No. One to E. G. Holmes, recorded in Volume 377, Page 166, Deed Records of Hidalgo County, Texas.

Right-of-Way Easement granted to State of Texas by instrument recorded in Volume 1095, Page 612, Deed Records of Hidalgo County, Texas.

Right of Way Easement granted to the State of Texas from Hidalgo County Water Control and Improvement District No. 1 by instrument dated December 2, 1965, recorded in Volume 1134, Page 194, Deed Records of Hidalgo County, Texas.

Easements for road, telephone or telegraph lines, electrical or steam railroads, canals, drainage ditches and for all such purposes as do not conflict with the right of passage along the East side of said property, as shown on the Map recorded in Volume 2, Page 29, Map Records of Hidalgo County, Texas.

Easements, rights, rules, and regulations in favor of Hidalgo Irrigation District No. 1.

Easements, or claims of easements, which are not of public record.

All oil, gas, and other minerals reserved in Deed dated October 5, 1959, recorded in Volume 959, Page 140, Deed Records of Hidalgo County, Texas.

Oil and Gas Lease dated December 21, 1934, recorded in Volume 6, Page 217, Oil and Gas Lease Records of Hidalgo County, Texas.

Oil and Gas Lease dated December 9, 1935, recorded in Volume 19, Page 475, Oil and Gas Lease Records of Hidalgo County, Texas.

Oil and Gas Lease dated October 15, 1935, recorded in Volume 19, Page 514, Oil and Gas Lease Records of Hidalgo County, Texas.

Unitization of Oil and Gas Leases dated May 12, 1953, recorded in Volume 143, Page 518, and dated May 27, 1959, recorded in Volume 230, Page 254, Oil and Gas Lease Records, Hidalgo County, Texas.

All rights, titles and interests in and to all portions of the subject property lying within a drainage ditch, drainage pipe, drainage line, a canal or an irrigation line as may be claimed in fee by Hidalgo County Irrigation District No. 1.

All ad valorem taxes for the year 2009 and all subsequent years.

Grantor, for the Consideration and subject to the Reservations from and 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, except as to the Reservations from and Exceptions to Conveyance and Warranty.

For the same Consideration, Grantor hereby grants, sells, conveys, assigns and delivers to Grantee, without covenant or warranty express or implied (whether under Section 5.023 of the Texas Property Code or otherwise), all right, title and interest, if any, of Grantor, as owner of the Property but not as owner of any other Property in and to (i) strips or gores, if any, between the Property and abutting properties (except to the extent, if any, that such strips or gores abut or provide access to other properties owned by Grantor), (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Property, (iii) any leases and rental agreements (whether written or verbal) that grant a possessory interest in or that otherwise grant rights with

regard to the use of all or any portion of the Property, and (iv) any easements, rights of way, rights of ingress and egress or other interests in, on or to, any land, highway, street, road or avenue, open or proposed, in, on, across from, in front of, abutting, adjoining or otherwise appurtenant to the Property, as well as all other rights, privileges and appurtenances owned by Grantor and in any way related to the Property and other rights and interests of Grantor hereunder conveyed, but reserving and retaining unto Grantor, its successors and assigns, the nonexclusive and coextensive right to the use and benefit of the same for the benefit of any other properties owned by Seller to which such rights are appurtenant.

When the context requires, singular nouns and pronouns include the plural.

ROLANDO R. GUERRA

CASTULA O. GUERRA

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 25 day of March, 2009, by ROLANDO R. GUERRA.

Notary Public, State of Texas

GENA M STOCKTON
Notary Public, State of Texas
My Commission Expires
August 14, 2011

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 25 day of March, 2009, by CASTULA O. GUERRA.

Notary Public, State of Texas

GENA M STOCKTON
Notary Public, State of Texas
My Commission Expires
August 14, 2011

AFTER RECORDING RETURN TO:
COUNTY OF HIDALGO, TEXAS
P.O. Box 758
Edinburg, Texas 78540-0758

PREPARED IN THE LAW OFFICE OF:
JOHN ROBERT KING
3409 N. 10th, Suite 100
McAllen, Texas 78501
File No.: GF#3134402;GS/la

AI-45008 **Purchasing Department** **22. E. 3.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted For: Comm. J. Palacios, HC-Pct. 4 **Submitted By:** Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Amendment to Contract #C-13-335-12-10 (PO# 703537) with Aranda & Associates (to reduce the fees under Exhibit B-Cost Proposal) for the purposes of surveying services of (job specific) PROJECT: Brewster Park located within Hidalgo County Precinct No. 4.

BACKGROUND

Amendment
Contract
Legal's approval

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1342-452-00-124-124-0-719

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

BUDGETARY IMPACT:

Funding available through PO#703537.

Attachments

Amendment-Aranda & Assoc-C-13-335-12-10 (Brewster Park)
email approved by legal-amendment
Contract #C-13-335-12-10-Aranda & Assoc-Pct 4 (Brewster Park)

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/12/2014 03:07 PM
Budget & Management	Debbie Tamez	06/12/2014 04:26 PM
Glinda Pacheco	Glinda Pacheco	06/13/2014 10:56 AM
Auditor's Office	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Letty Saenz Started On: 06/12/2014 10:46 AM

Final Approval Date: 06/13/2014

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDEDMENT to
PROFESSIONAL SERVICES AGREEMENT
C-13-335-12-10

This **AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF HIDALGO, TEXAS** and **ARANDA & ASSOCIATES, INC**., a Texas Corporation, effective the **17TH** day of **JUNE 2014,** is made between the parties, as follows:

WHEREAS, on December 10, 2013, Hidalgo County (the "Owner") entered into a Professional Services Agreement (the "Agreement") with **Aranda & Associates, Inc**. (the "Surveyor"), in which the Surveyor would provide "Surveying Services" for **"Brewster Park Project"** located within Hidalgo County Precinct No. 4 as described in the Agreement;

WHEREAS, Exhibit B- Cost Proposal/Services is amended to reduce the fees of the Surveyor and County now desires to amend the Professional Services Agreement to accept the revised Exhibit B as amended to the agreement;

WHEREAS, the parties desire to amend the Agreement as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Surveyor hereby agree to the following amendment to the Contract:

1. Exhibit B-Cost Proposal/Services is hereby deleted in its entirety and is replaced with by the amended Exhibit B attached hereto;

2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect. Surveyor and Owner ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

By:_____
Arturo Guajardo, Jr., County Clerk

ARANDA & ASSOCIATES, INC.

By: _____

Printed Name: James Aranda

Title: President/CEO

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain, Attorney

Aranda & Associates, Inc.
Land Surveying • Engineering • GIS
Right-Of-Way Services • HSE Training
ARANDA
1552 Dove Ave., McAllen, Texas
Ph: (956) 631-0944

Amended Exhibit B-1

Services

Research and Discovery: research, obtain and organize information and data needed for job. Prepare working sketches, exhibit drawings, diagrams, schematics, etc, of abstracted data.

	Hours	Rate	Subtotal
1. Surveyor (RPLS)	0.4	$110.00	$44.00
2. Abstractor/Researcher	4.0	$ 55.00	$220.00
3. CAD Operator	2.0	$ 55.00	$110.00

Field Work: find and locate/ perform and collect measurements and observations/ stake or layout/ set and mark points.

	Hours	Rate	Subtotal
1. Surveyor/Manager	3.0	$90.00	$270.00
2. Survey Tech	3.0	$65.00	$195.00
3. Standard Field Crew	8.0	$123.00	$984.00

Survey Analytics and Design: perform analytical computations and procedures and design the plans for final deliverables.

	Hours	Rate	Subtotal
1. Surveyor (RPLS)	0.3	$110.00	$33.00
2. Surveyor/Manager	0.3	$90.00	$27.00
3. Survey Tech	2.0	$65.00	$130.00

Preparation of Final Deliverables: prepare final drawings, plats, maps, descriptions, reports, digital data, and etc.

	Hours	Rate	Subtotal
1. Surveyor (RPLS)	0.5	$110.00	$55.00
2. Surveyor/Manager	0.5	$90.00	$45.00
3. Survey Tech	1.0	$65.00	$65.00
4. CAD Operator	4.0	$55.00	$220.00

Work Coord., Admin., QA/QC and Delivery : work coordination and administration, final reviews proofs and certifications of final deliverables.

	Hours	Rate	Subtotal
1. Surveyor (RPLS)	1.0	$110.00	$110.00

Subtotal	**$2,508.00**
Tax Exempt	**$ 0.00**
Discount	**$ 4.00**
Total	**$2,504.00**

Amended
Exhibit B-1
Cost Proposal

Work Estimate

Aranda & Associates Inc.
1552 Dove Ave.
McAllen, TX 78504
Phone # 956-631-0944
Fax # 956-631-0992
melanie@arandaworld.com

Date	Quote #
2/17/2014	Q-1177

Invoice To:
Hidalgo Co. PCT 4 1051 N doolittle Edinburg, TX 78542

Invoice Client Account
PO # 703537 Vendor # 420034 REQ# 00249910 Special Instructions: PCT. #4 Req 0069

Project Name:	Brewster Park Project
Sub-Project Name:	C-13-335-12-10

Service Performed	Description	Amount
1.00	CC Professional Surveying services agreement- Job specific "Surveying Service" For Brewster Park Project located with in Pct # 4	
	Research and Discovery: research, obtain and organize information and data needed for job. Prepare working sketches, exhibit drawings, diagrams, schematics, etc, of abstracted data.	
	Surveyor (RPLS) .4 hrs @ $110.00	44.00
	Abstractor/Researcher 4.0 hrs@ $ 55.00	220.00
	CAD Operator 2.0 hrs @ $ 55.00	110.00
	Field Work: find and locate/ perform and collect measurements and observations/ stake or layout/ set and mark points.	
	Surveyor/Manager 3.0 hrs @ $ 90.00	270.00
	Survey Tech 3.0 hrs @ $ 65.00	195.00
	Standard Field Crew 8 hrs @ $ 123.00	984.00
	Survey Analytics and Design: perform analytical computations and procedures and design the plans for final deliverables.	
	Surveyor (RPLS) .3 hrs @ $ 110.00	33.00
	Surveyor/Manager .3 hrs @ $ 90.00	27.00
	Survey Tech 2hrs @ $ 65.00	130.00
	Preparation of Final Deliverables: prepare final drawings, plats, maps, descriptions, reports, digital data, and etc.	
	Surveyor (RPLS) .5 hrs @ $ 110.00	55.00
	surveyor/Manager .5 hrs @ $ 90.00	45.00
	Survey Tech 1.0 hrs @ $ 65.00	65.00
	CAD Operator 4.0 hrs @ $ 55.00	220.00

Subtotal	
Sales Tax (8.25..	
Total	

Aranda & Associates Inc.
1552 Dove Ave.
McAllen, TX 78504
Phone # 956-631-0944
Fax # 956-631-0992
melanie@arandaworld.com

Work Estimate

Date	Quote #
2/17/2014	Q-1177

Invoice To:	Invoice Client Account
Hidalgo Co. PCT 4 1051 N doolittle Edinburg, TX 78542	PO # 703537 Vendor # 420034 REQ# 00249910 Special Instructions: PCT. #4 Req 0069

Project Name:	Brewster Park Project
Sub-Project Name:	C-13-335-12-10

Service Performed	Description	Amount
	Work Coord., Admin., QA/QC and Delivery : work coordination and administration, final reviews proofs and certifications of final deliverables.	
	Surveyor (RPLS) 1hr @ $ 110.00	110.00
	DISCOUNT APPLIED	-4.00

Subtotal	$2,504.00
Sales Tax (8.25..	$0.00
Total	$2,504.00

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Amendment to Contract # C-13-335-12-10-Aranda & Associates Inc - Job Specific Project (Surveying Svcs Brewster Park)- Pct 4

From : Steve Crain <scrain@atlashall.com> Thu, Jun 12, 2014 10:31 AM

Subject : RE: Amendment to Contract # C-13-335-12-10-Aranda & Associates Inc - Job Specific Project (Surveying Svcs Brewster Park)- Pct 4 1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The amendment is fine.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, June 12, 2014 9:56 AM
To: Steve Crain; Marynel Trevino
Subject: Re: Amendment to Contract # C-13-335-12-10-Aranda & Associates Inc - Job Specific Project (Surveying Svcs Brewster Park)- Pct 4

Good morning, Mr. Crain/Ms. Marynel-

Attached, find revised amendment. Please review and approve as I will be placing on the next CC agenda for final approval.

Thank you and Have an awesome day...

God Bless you...

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: "Marynel Trevino" <mntrevino@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Thursday, June 12, 2014 7:58:03 AM
Subject: FW: Amendment to Contract # C-13-335-12-10-Aranda & Associates Inc - Job Specific Project (Surveying Svcs Brewster Park)- Pct 4

Good Morning Letty and God Bless you,

See the attached doc in PDF with Mr. Crain's proposed changes. If you have any questions, please call our office.

Thank you,
Marynel

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Wednesday, June 11, 2014 3:20 PM
To: Steve Crain; Marynel Trevino
Cc: Martha Salazar; Maria Lucio
Subject: Amendment to Contract # C-13-335-12-10-Aranda & Associates Inc - Job Specific Project (Surveying Svcs Brewster Park)- Pct 4
Importance: High

Good afternoon, Mr. Crain-

Please review and approve, attached hereto Amendment to Contract # C-13-335-12-10 with Aranda & Associates Inc. for "job specific" Surveying Services for "Brewster Park Project" - Pct 4.

Please advise if amendment is correct to proceed with so, as to place 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

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-13-335-12-10

THIS AGREEMENT is made effective the **10th** day of **December, 2013**, by and between the **County of Hidalgo, Texas** ("County") and **Aranda & Associates, Inc.** ("Surveyor").

W I T N E S S E T H:

WHEREAS, the County requires **"Surveying Services"** for: "**Job Specific"- Brewster Park Project** located within **Hidalgo County Precinct No. 4,** and

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

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

WHEREAS, County has determined that the services of "Professional Surveyor" are sometimes necessary to carry out the required Surveying activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," the County requested proposals from professional Surveyors to assist the County by providing Surveying services; and

WHEREAS, County has selected the Surveyor to provide Surveying services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Surveyors.

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

1. **Scope of Services.** Surveyor agrees to provide to County "Surveying services" for and in connection to the: **"Job Specific" - Brewster Park Project** located within **Hidalgo County Precinct No. 4,** as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Surveyor". ***In the event the Surveyor does not provide the Scope of 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 the Scope of Services is secured from another firm, Surveyor will be responsible for any additional charges or expenses incurred by Hidalgo County.***

Further, in the event that it is demonstrated by Surveyor that Hidalgo County has caused or delayed thus preventing the Surveyor from meeting the specified agreed upon deadline to provided the Scope of Services ordered, Surveyor must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. **Term**. This Agreement shall commence upon approval of this agreement for a term of **one (1) year,** effective **December 10, 2013,** expiring, **December 09, 2014** or (upon completion of the project) whichever comes first, unless sooner terminated as provided herein. The Surveyor will not begin work or incur costs until authorized in writing by the County for each **"Purchase Order"**.

The County assumes no liability or obligation for payment to the Surveyor for work performed or costs incurred by the Surveyor prior to the date authorized by the County for the Surveyor to begin work, during periods when work is suspended, or subsequent to the Termination Date.

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

4. **Compensation.** As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Surveyor the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Surveyor. The Surveyor is authorized to submit

periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County 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, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Surveyor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep adequate books and records of all such receipts and/or expenditures. All payments to Surveyor shall be mailed to the address shown in numbered paragraph 21, hereof.

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

6. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being

performed. If any inspection or evaluation is made on the premises of the Surveyor, or a subcontractor, the Surveyor shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. Amendments. If it becomes necessary at any time during the agreement period to change the scope of work, the agreement period, the maximum amount payable, the complexity, or the character of this agreement, an amendment must be prepared and executed within the agreement period. The County retains the right to reject any such amendment proposed by the Surveyor 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 agreement period as specified.

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

8. Reporting. The Surveyor shall promptly advise the County in writing of events which have a significant impact upon the agreement, including:

a. 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.

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

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

10. Independent Contractor. Surveyor 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 Surveyor under this Agreement. Notwithstanding the foregoing sentence, Surveyor represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas,

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

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

12. Insurance. Surveyor agrees to provide liability insurance covering its activities in providing the services for 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, Surveyor, may not assign the obligations or rights under this agreement to any person without the prior written consent of County.

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

15. Termination by County. If Surveyor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Surveyor fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Surveyor.

16. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other

provision hereof.

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

18. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

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

21. Notices. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the

addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	County of Hidalgo Attention: County Judge 1615 South Closner, Suite J Edinburg, Texas 78539
If to Surveyor:	**Aranda & Associates, Inc.** Attention: James Aranda, President/CEO Tony Aguirre, General Manager 1552 Dove Avenue McAllen, Texas 78504

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 Agreement.

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

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

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

26. Commitment of Current Revenues. In the event that, during any term hereof, the

County does not appropriate sufficient funds to meet to the obligations of this Agreement, the County may terminate this Agreement upon thirty (30) days written notice to the Surveyor. The County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1995).

WITNESS WHEREOF, the **Surveyor** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the 10th day of December, **2013**.

SURVEYOR:
ARANDA & ASSOCIATES, INC.

BY: _____
James Aranda, President/CEO (or)
Tony Aguirre, General Manager

OWNER:
HIDALGO COUNTY

BY: Ramon Garcia
Hon. Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 12/10/13 RD

Approved by Commissioners' Court on December 10, 2013

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____

ATTACHMENTS:

EXHIBIT A-1	-Request for Qualifications (RFQ) Procurement Packet
EXHIBIT A	-Scope of Services to be provided by the Surveyor
EXHIBIT B	-Surveying Rate Schedule / Cost Proposal
EXHIBIT C	-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

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Surveyors Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2013-005-12-05-MEG

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Exhibit B, Evaluation Criteria	2
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Exhibit E, Proposer's Affidavit	1
8.	Vendor/Bidder Application and W-9 form	6
9.	Certification Regarding Debarment	1
10.	RFQ Submittal Check List	1

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 13, 2012
Date

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 13, 2012

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications-**"Professional Surveyors Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2013-005-12-05-MEG

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/meg

Enclosures

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Surveyors Services Pool"

RFQ NO: 2013-005-12-05-MEG

Acceptance Due Date: **December 05, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Elena Gomez, Buyer II
(956) 292-7000 Ext. 4855
elena.gomez@co.hidalgo.tx.us

1. Sealed Qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Surveyors 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–2013-005-12-05-MEG-HIDALGO COUNTY (Including all funding sources, programs, and entities)*** **"Professional Surveyors 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 05, 2012.**

   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 qualifications 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 Surveyors 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 05, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

16. HIDALGO COUNTY APPROVED HOLIDAYS-

2013 YEAR	
New Year's Day	12/31/12 and 01/01/13
Martin Luther King Day	01/21/13
President's Day	02/18/13
Good Friday	03/29/13
Easter	04/01/13
Memorial Day	05/27/13
Independence Day	07/04/13
Labor Day	09/02/13
Veteran's Day	11/11/13
Thanks Giving Day	11/28/13 and 11/29/13
Christmas Day	12/24/13 and 12/25/13

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, RFQ, 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 78539cHidalgo 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 Surveyors Services Pool"
RFQ NO: 2013-005-12-05-MEG

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 Qualifications 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 Real Estate Surveyors (firms) in order to establish a pre-qualified pool 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 Real Estate Surveyors will be for a period starting **February 9, 2013** and ending **February 8, 2014.** The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Real Estate Surveyors Pool-Hidalgo County"** (including all funding sources, Programs, and Entities)-**REQUEST FOR QUALIFICATIONS** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, December 05, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the REQUEST FOR QUALIFICATIONS:

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 labeled with the Company's name, RFQ Number 2013-005-12-05-MEG, Project Title "Professional Surveying Services" , 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 sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (RFQ's, bids, Qualifications 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 N. 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 (3) 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's 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 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: **elena.gomez@co.hidalgo.tx.us BY NO LATER THAN Monday, November 19, 2012 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, November 21, 2012. 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 respondent 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; if applicable adhere to the Davis-Bacon Act.

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 may result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondents 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 surveying firm(s) that has had experience in, but not limited to, the following areas:

SCOPE OF SURVEYING SERVICES:

1. Property surveys, including a legal description with the preparation of six (6) hard copies.

2. Topographical survey, including establishment of survey benchmark.

3. Survey alignments for roadways and/or utilities including the establishment of right-of-ways, easements, baselines and legal descriptions.

4. All survey reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additional, this section should include, but not limited to the following information:

a) Firm name, address, phone number and person to contact regarding the Statement for Qualifications.

b) Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities.

c) List of 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) Familiarity with the geographical area.

f) Statement regarding an Affirmative Action Program.

g) Minimum of $1,000.000.00 Professional liability, errors and omissions, insurance liability, errors and omissions, insurance.

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 required by State of Texas.

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. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1. **RESPONSIVENESS:** **30 points**
   a) Requested Information
   b) Thoroughness
   c) Understanding of Project
   d) List of references provided
   e) Clarity - Brevity
   f) Degree of Interest

2) **FIRM CAPABILITIES:** **45 points**

   a) Background
   b) Relevant experience
   c) Experience with similar projects
   d) Knowledge of area
   e) Timeliness of schedule
   f) Quality services previously provided to Hidalgo County
   g) Current workload
   h) Ability to commence various requested projects simultaneously
   i) Completion of projects within budgets

3. **STAFFING:**

   25 points

   a) Qualifications of personnel- The professional team members responsible assigned to assist County projects shall be identified in the organizational chart.
   b) Key personnel
   c) Required discipline skills

REQUEST FOR QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Real Estate Surveyor 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 Real Estate Surveyor Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the responses received in RFQ.

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. Firms 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;

EXHIBIT "B"
EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES
RFQ NO: 2013-005-12-05-MEG

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. RESPONSIVENESS **(30) POINTS**

A. Requested Information
B. Thoroughness
C. Understanding of Project
D. List of references provided
E. Clarity – Brevity
F. Degree of Interest

2. FIRM CAPABILITIES **(45) POINTS**

A. Background
B. Relevant experience
C. Experience with similar projects
D. Knowledge of area
E. Timeless of schedule
F. Quality services previously provided to Hidalgo County
G. Current workload
H. Ability to commence various re-quested projects simultaneously
I. Completion of projects within budgets

3. STAFFING **(25) POINTS**

A. Qualifications of personnel- The professional team members responsible assigned to assist County projects shall be identified in the organizational chart
B. Key personnel
C. Required discipline skills

GRAND TOTAL **100 Points**

EXHIBIT "B"
EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES
RFQ NO: 2013-005-12-05-MEG

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		**TOTAL** _____
2. FIRM CAPABILITIES (45 pts)		
➢ Background	5	
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		**TOTAL** _____
3. STAFFING (25 pts)		
➢ Qualification of personnel	10	
➢ Key personnel	10	
➢ Required discipline skills	5	
Comments/Rationale For Points:		**TOTAL** _____
Total Score		

Project Name:_____

Department: _____

Firm/Participant:_____

Evaluator: _____ Date: _____

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.

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.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A
	INSURER B
	INSURER C
	INSURER D
	INSURER E

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				☐ WC STATU- ☐ OTHER TORY LIMITS 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 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

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

PROPOSER'S AFFIDAVIT
Exhibit "E"

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "CONSTRUCTION MANAGEMENT SERVICES"**

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_____

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.

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:

☐ 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 ☐ Native American
☐ Hispanic American ☐ Women
☐ Asian Pacific American ☐ 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.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

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 indicated 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 verify 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 SURVEYORS SERVICES POOL

RFQ No.: 2013-005-12-05-MEG

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 9 of Legal Notice

_____ 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.

_____ _____
SIGNATURE DATE

EXHIBIT "A"

Scope of Services to be provided by the Surveyor

EXHIBIT "A"

Scope of Services to be provided by the Surveyor

LAND TITLE SURVEY of 1.0 Acre out of a 10 acre tract out of a 25 acre tract all lying in Tract 84, SAN SALVADOR DEL TULE GRANT, Hidalgo County, Texas.

Hid. County Pct 4 Project Name: FM 1017 MEMORIAL PARK; Brewster School, Linn, Texas.

EXHIBIT "B"

Surveying Rate Schedule / Cost Proposal

Principal / Sr. Manager	$ 215.00
Surveyor (RPLS).....	$ 110.00
Survey Manager.....	$ 90.00
Survey Tech.....	$ 65.00
Abstractor / Researcher.....	$ 55.00
CAD Operator.....	$ 55.00
Field Crew.....	$ 166.00
Clerical.....	$ 45.00

Exhibit B-1
Cost Proposal

Work Estimate

Aranda & Associates, Inc.
Land Surveying • Engineering • GIS
Right-Of-Way Services • HSE Training
ARANDA McAllen, Texas

Quote No: Q - 1177

Quote Date: 3 Dec 2013
Valid To: 3 Dec 2013
Quoted By: Krista Aranda

Job: **BREWSTER PARK PROJECT: Land Title Survey of 1.0 Acre Tract 84, SAN SALVADOR DEL TULE GRANT**

Quote For:
Jesse Ozuna
PCT 4 Hidalgo County
1051 N. Doolittle Rd.
Edinburg, TX 78542
Ph: (956) 383-3112
Fax: (956) 381-5905

Description:
Clien'ts Job Ref. # or Name...
•PCT 4 HIDALGO COUNTY Land Title Survey of 1.0 Acre Tract 84, SAN SALVADOR DEL TULE GRANT
Location/Address of Job...
• ½ mile west of US 281 on Hwy 1017 (Near Brewster School)
Legal Description of property, OR, Description of work or servcie to be provided...
•1.0 Acre of 10 acre tract of a 25 acre tract: Tract 84, SAN SALVADOR DEL TULE GRANT
Work consists of:
• LAND TITLE SURVEY 1.0 Acre of 10 acre tract of a 25 acre tract
•

HOURLY RATE SERVICES

Service	Description	Hours	Rate	Subtotal
Research and Discovery		4:00	$96.00	(TE) $384.00
Research, obtain and organize information and data needed for job... Prepare Working Sketches, Exhibit Drawings, Diagrams, Schematics, ETC. of abstracted data.				
Field Work		8:00	$166.00	$1,328.00
Find and locate / perform and collect measurements and observations / Stake or layout / set and mark points.				
Survey Analytics and Design		2:00	$90.00	(TE) $180.00
Perform analytical computations and procedures and design the plans for final deliverables.				
Preparation of Final Deliverables		4:00	$96.00	(TE) $384.00
Prepare Final drawings, plats, maps, descriptions, reports, digital data, and etc.				
Work Coord., Admin., QA/QC and Delivery		1:00	$228.00	(TE) $228.00
Work Coordination and Administration, Final reviews proofs and Certifications of final deliverables.				
Principle/Sr.Project and Project Manager Work		0:00	$215.00	$0.00
Meetings, calls, consultations, negotiations, depositions and any other Coordination and Administrative Work performed by the Principle/Sr. Manager and Project Managers for the Job.				

SubTotal	**$2,504.00**
Tax (8.25%)	**Tax Exempt**
Total	**$2,504.00**

Aranda and Associates Inc., 1552 Dove Ave., McAllen Texas 78504, Ph. (956) 631-0944, Fax (956) 631-0992

Terms:

EXHIBIT "C"

Insurance Requirements

ARAND-1 OP ID: DC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/05/2013

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 Anco Ins Services of Austin 3103 Bee Cave Road, Suite 242 Austin, TX 78746 Gina O'Hara Phone: 512-330-9836 Fax: 512-330-9856	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: aguilar@anco.com and/or evilsizer@anco.com
INSURED Aranda & Assoc. James Aranda 1552 Dove Avenue McAllen, TX 78504	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Travelers Lloyds Ins. Co. INSURER B : Travelers Indemnity Co of Amer INSURER C : The Charter Oak Fire Ins. Co. INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			PACP6199P931TLC	02/11/2013	02/11/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 300,000 5,000 1,000,000 2,000,000 2,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BA6234P556GRP	02/11/2013	02/11/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			CUP6256P50042	02/11/2013	02/11/2014	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		XAUB3408T860	02/11/2013	02/11/2014	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000

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

CERTIFICATE HOLDER

HIDAED1

Hidalgo County Precinct 4
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

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This estimate is based on information and data available at this time. We reserve the right to modify, retract or cancel this estimate if those parameters change.

ARAND-1 OP ID: DC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/05/2013

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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 Anco Ins Services of Austin 3103 Bee Cave Road, Suite 242 Austin, TX 78746 Gina O'Hara Phone: 512-330-9836 Fax: 512-330-9856	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: aguilar@anco.com
INSURED Aranda & Assoc. James Aranda 1552 Dove Avenue McAllen, TX 78504	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : U. S. Speciality Insurance Co. INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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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? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab			USS1324066	06/13/2013	06/13/2014	Per Claim	1,000,000
							Aggregate	1,000,000

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

CERTIFICATE HOLDER

HIDAED1

Hidalgo County Precinct 4
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

Daisy White On behalf of MDO

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AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
December 10, 2013
9:30 A.M.

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

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Open Forum**

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

A. **AI-41991** Discussion, consideration, and action regarding written Resolution and ballot selection of Appraisal District Board of Directors for 2014-2015.

B. **AI-42138** Discussion, consideration, and approval of Letter of Support for the Rio Grande Regional Water Authority (RGRWA).

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

d. Requesting approval of **Work Authorization No. 1 ($ 549,575.00)** from **L&G CONSULTING ENGINEERS, INC.** d/b/a **L&G ENGINEERING** for Professional Engineering Services" in connection to **Job Specific Project: Environmental Assessment, Public Involvement, Schematic and Hydrologic Design** for the **"FM 1925 (from FM 907 (Alamo Road) East to East of SH68 (Uresti Street)"** located within **Hidalgo County Precinct No. 4.**

APPROVED

e. Requesting approval of a "professional surveying services agreement" with **ARANDA & ASSOCIATES, INC.** for the purposes of **(Job Specific)** "Surveying Services" for: **"BREWSTER PARK PROJECT"** located within Hidalgo County Precinct No. 4.

C. Budget & Management

1. **AI-41789** Approval for HC to exercise the first (1st) (of two (2) possible) one (1) year extensions as provided in the RFP #2010-195-09-22-YSI Property & Casualty Insurance with acceptance and approval of detailed schedule of premiums/fees as attached hereto as 2014 Coverage Summary for Property and Casualty Insurance policies in the total amount of $2,590,729.00 effective January 01, 2014 through January 01, 2015 with authority for County Treasurer to issue payment(s)/check(s) after review, audit and processing procedures completed by County Auditor with the authority for Valde Guerra, HCCC's Executive Officer to sign any applicable documentation.

2. **AI-42088** A. Presentation of scoring grid below (for the purposes of ranking by CC as qualified to continue process) of the responses received and evaluated in connection with RFP No. 13-155-11-20-YSI "Excess Workers' Compensation Insurance" in order to proceed forward with the negotiation portions of the procurement process:

	Montalvo Insurance Agency	The Klement Agency
Evaluator 1	94	DNMS*
Evaluator 2	87	DNMS*
Evaluator 3	87	DNMS*
Average Score	89	DNMS*
CC Rank		-

***Does Not Meet the Specifications/Requirements approved by Hidalgo County**

B. Requesting authority for Purchasing Department to enter into negotiations with the number one (1) ranked proposer/vendor Montalvo Insurance for: Excess Workers' Compensation Insurance.

A. **AI-42139** Discussion and Possible Action to execute the LPA Standard Utility Agreement for FM 681 with Sharyland Water Supply Corporation and AEP Texas Central Co. (AEP-TCC).

16. Precinct #1 - Comm. Cuellar:

A. **AI-42095** Pct. #1 R&B (1200):
1. Approval of Certification of Revenues as certified by the County Auditor for TxDOT Reimbursement of BCAP Forced Labor - El Mesquite Subdivision and Mid Valley Estates Subdivision.

2. Approval of 2013 appropriation of funds into Precinct No.1 Road & Maintenance (program 005) in the amount of $119,246.61.

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

A. **AI-41891** 1. Approval of Interlocal Cooperation Agreement between Military Highway Water Supply Corporation and County of Hidalgo, Texas to extend 10" potable water supply line.
2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the interlocal cooperation agreement project to assist the Military Highway Water Supply Corporation in the extension a 10" potable water supply line for the Precinct 2 Equipment & Maintenance Facility Project.

18. Budget & Management - Sergio Cruz:

A. Budget Appropriations:

1. **AI-42135** Precinct No.4 Road Project:
A. Approval of Certification of Revenues by the County Auditor, for proceeds from the sale of assets to Hidalgo County DD No.1

B. Approval of 2013 appropriation of funds in the amount of $549,575.00 for FM 1925 road project.

19. 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-42056** Presentation for discussion, consideration and applicable action for the engagement of professional consulting services provider in connection with securing funding from: Settlement BP Deepwater Horizon Restoration Project including, but not limited to, the following options:

   A. Exemption from competitive bidding requirements under Texas Local Government Code, Chapter, 262.024(a)(4) a professional service to negotiate an agreement;

   B. Procure a professional consulting services contract by formally publishing/advertising a solicitation for a Request for Proposals (with qualifications) for same.

2. **AI-42119** Acceptance and approval to exercise the option to extend the current inter-local cooperation agreement for an additional one (1) year (as stipulated/detailed in agreement) between Hidalgo County and the City of Edinburg for MSW & Tire disposal services.

3. **AI-42105** Request by lessor, Triple R Medical Facilities (with recommendation from UCP Director to CC to approve) for additional days on the acceptance date of construction of the "Lease of Office Space for Urban County Program" with extension through end of December 2013 through project #C-13-177-07-23.

B. **Pct. 4**

1. **AI-42061** **a.** Requesting approval of a **professional architectural "on call" services agreement** with **RABA-KISTNER, INC**. for the purposes of Repairs/Renovations/Remodeling and/or Additions/Alterations on a "per project basis" for County owned Buildings/Structures located within Hidalgo County Precinct No. 4, through the forms of an AIA Agreement and as selected for negotiations through County's protocol under the "POOL" of Architects.

   b. Requesting approval of a "professional engineering services" agreement with **L&G CONSULTING ENGINEERS, INC.** d/b/a **L&G ENGINEERING** for: "Professional Engineering Services" in connection to **Job Specific Project: Environmental Assessment, Public Involvement, Schematic and Hydrologic Design** for the **"FM 1925 (from FM 907 (Alamo Road) East to East of SH68 (Uresti Street)"** located within **Hidalgo County Precinct No. 4;**

   c. Pursuant to Article 14 of the "professional engineering services" agreement with L&G CONSULTING ENGINEERS, INC. d/b/a L&G ENGINEERING, is requesting approval to engage the services of sub-contractor **(AMATERRA ENVIRONMENTAL, INC.)** with adherence to insurance provisions required by said article;

AI-44997 **Purchasing Department 22. F. 1.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted For: Martha L. Salazar, HC-PA Submitted By: Dagoberto Rios, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Hidalgo County Purchasing Department, Fixed Assets Division, is requesting and recommending to Hidalgo County Commissioners Court to approve the removal (from inventory) of two (2) fixed asset with nos. 23132 & 27845 (described/detailed in attached Exhibit A with NO CURRENT VALUE) located at 122 E. Park, Pharr, Texas in a building once leased by Hidalgo County for Hon. Rosa E. Trevino, J.P., Pct. 2, Pl. 2 pursuant to Article 6.2 of the expired lease between the County and Rosa E. Trevino.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Items being removed have zero current value - fully depreciated.

Attachments

Lease Agreement

Email from IT

Exhibit A

backup

legal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/12/2014 04:44 PM
Budget & Management	Debbie Tamez	06/13/2014 09:04 AM
Obdett Calzada	Debbie Tamez	06/13/2014 03:13 PM
Manuel Chapa	Manuel Chapa	06/13/2014 03:47 PM
Auditor's Office	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Dagoberto Rios Started On: 06/12/2014 09:01 AM

Final Approval Date: 06/13/2014

PURCHASING DEPARTMENT
County Of Hidalgo

October 29, 2009

Hon. Rosa E. Trevino, Justice of the Peace Pct 2. Pl 2 Via Facsimile (956) 787-9343
122 E. Park
Pharr, TX 78577

Re: C-06-342-10-24-Lease Office Space for Hidalgo County Justice of the Peace Precinct No. 2 Pl. 2

Dear Mrs. Trevino :

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of November 3, 2009, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on October 30, 2009,via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____ Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification) Response.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal, Contracts Manager
Hidalgo County Purchasing Department

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs with sixty (60) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

Lessee shall pay all utility charges used in and about the Leased Premises during the term of this Lease, all such charges to be paid by lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property

Re: Word Perfect June 3, 2014 8:30 AM

From: Lee Pena
To: Dago Rios
Cc: Agueda Garcia, Rachel Bueno, Noah Lopez

Dago,

I did a software search on the current JP Pct. 2, Pl 2 computers to see if the software might have still been installed, but it isn't. It is a very old software, I don't have any recent records (last two years) of that software being removed from any of their systems; however, it could be that it stayed with an old computer of theirs that was surplussed or replaced, if this is the case, the computers' hard drives were most likely wiped at the time of surplussing.

Thank you,

"Lee" Leonila Pena | Information Technology Administrator
Hidalgo County | Tel: 956.292.7010 | lee.pena@co.hidalgo.tx.us

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From: "Dago Rios" <dagoberto.rios@co.hidalgo.tx.us>
To: "Lee Pena" <lee.pena@co.hidalgo.tx.us>
Cc: "Agueda Garcia" <agueda.garcia@co.hidalgo.tx.us>, "Rachel Bueno" <rachel.bueno@co.hidalgo.tx.us>, "Noah Lopez" <noah.lopez@co.hidalgo.tx.us>
Sent: Tuesday, May 27, 2014 1:44:08 PM
Subject: Word Perfect

Lee,
I am conducting the inventory for Justice of the Peace PCT2, Place 2. One of the items in their inventory is asset nr. 27845 - Word Perfect Software 6.0 DOS received by the dept on 2/14/2000. The department was unable to produce this item and needed to see if this item is considered obsolete and maybe removed by your department. If this is the case, we would then request that this item be removed from the inventory. I would appreciate any help you can provide. I look forward to hearing from you.

Regards,

Dagoberto "Dago" Rios, Inventory Specialist III
Purchasing Dept/Fixed Assets Division
2802 S. Business 281/Admin Building
Edinburg, Texas 78539
tel - 956-318-2626 ex4880
fax - 956-318-2629
dagoberto.rios@co.hidalgo.tx.us

HIDALGO COUNTY
JUSTICE OF THE PEACE
PRECINCT 2 PLACE 2

EXHIBIT A 6/12/2014

ASSET	DESCRIPTION	LOCATION	DATE AQUIRED	COST
23132	W/SHELVES - MADE BY MAINTENANCE	JUDGE TREVINO'S BUILDING	01/31/91	$ 539.24
27845	WORD PERFECT SOFTWARE 6.0 DOS	**OBSOLETE/REMOVE**	02/14/00	$ 356.37
			TOTAL	**$ 895.61**

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION
DEPRECIATION FORM

input info

Prepared By: DAGO RIOS
Requested By: MARTHA SALAZAR
Date: 6/12/2014

Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Date	Life Expectancy	Curr Usage (yrs)	Residual Value 10%	Depreciable Value	Yearly Depreciatio	Current Depreciation	Current Value
23132	W/SHELVES - MADE BY MAINTENANCE	$539.24	1/31/1991	1991	2014	7	23	$53.92	$485.32	$69.33	$485.32	$0.00
27845	WORD PERFECT SOFTWARE 6.0 DOS	$356.37	2/14/2000	2000	2014	6	14	$35.64	$320.73	$53.46	$320.73	$0.00
		$895.61						**$89.56**	**$806.05**		**$806.05**	**$0.00**

Historical Cost - Residual Value = **$806.05**

Hidalgo County Asset #23132-Tagged 01-31-1991

May 30, 2014 3:47 PM

From: Martha Salazar

To: Rachel Bueno; Valde Guerra; Agueda Garcia; Dagoberto Rios

Cc: Lauro Torres; Monica Badillo; Juan Alvarado; Darlene H. Betancourt; Rocio Villarreal

Rosa Trevino Lease (871.1 KB)

Hon. JP Rosa E, Trevino
Presiding Judge, JP Court, Pct. 2, Pl. 2
Hidalgo County, Texas
Hall Acres Road
Pharr, Tx

Dear Judge Trevino:
Attached for your review is the expired lease between Hidalgo County and yourself. The lease expired in November of 2010 when you were located to the County owned facility on Hall Acres Road.

You have recently asked the County to remove some shelving from the property. However, as this is an expired agreement, and pursuant to article 6.2 attached of same, Hidalgo County as the "Lessee" has no claim to that asset as it became the property of the you, the "Lessor". The asset will be remove from Hidalgo County's inventory pursuant to the terms and conditions of the expired lease.

As we do not have an e-mail address for you, we are sending this notice to your coordinator, Ms. Bueno and via fax to 956-787-9343.

Yours truly,
Marty Salazar

AI-44963 **Purchasing Department 22. G. 1.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted For: Martha L. Salazar, HC-PA **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 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 construction materials testing firms for services required for the Constable Pct No.1 new building;

Evaluator	PSI	Terracon	RABA -Kistner
Evaluator	76	89	90
Ranking			

C. Authority for the Purchasing Department to negotiate a professional services contract with the No. 1 ranked firm of _____for construction materials testing for Constable Pct No.1 new building.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-419-40-220-001-0-339

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

BUDGETARY IMPACT:

Funds available as of 6/12/2014.

Attachments

Grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/11/2014 04:39 PM
Budget & Management	Debbie Tamez	06/12/2014 10:10 AM
Obdett Calzada	Obdett Calzada	06/12/2014 04:54 PM
Auditor's Office	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Nielda Cavazos Started On: 06/10/2014 03:15 PM

Final Approval Date: 06/13/2014

HIDALGO COUNTY PRECINCT NO 1

FOR

Construction Materials Testing

Constable Pct No. 1 Building

Scoring & Evaluation GRID

Construction Materials Testing

Total Scores	PSI	Terracon	RABA-Kistner
Evaluator 1	76	89	90
RANKING			

*Scoring & Evaluation was completed by Raul Sesin, PE *

AI-44851 **Closed Session 23. C.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-14-0359-E; Mary Lou Gomez, individually and a/n/k of Alexandro Rodriguez v. Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/04/2014 09:15 AM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Monica Badillo Started On: 06/03/2014 05:14 PM

Final Approval Date: 06/13/2014

AI-44916 **Closed Session 23. D.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-5274-14-J; Cristina Reyna vs. County of Hidalgo and City of Mission

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/06/2014 10:52 AM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Monica Badillo Started On: 06/06/2014 10:29 AM

Final Approval Date: 06/13/2014

AI-45033 **Closed Session 23. E.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause #CL-14-2283-G; Leonarda Rodriguez-Serna v. Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/13/2014 08:46 AM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Monica Badillo Started On: 06/12/2014 05:14 PM

Final Approval Date: 06/13/2014

AI-45035 **Closed Session 23. F.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:14-CV-00438; David Carrizales and Rogelia Stabolito v. Guadalupe "Lupe" Trevino, Sheriff, et.al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/13/2014 08:47 AM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Monica Badillo Started On: 06/12/2014 05:41 PM

Final Approval Date: 06/13/2014

AI-44856 **Closed Session 23. G.**

CC - REGULAR

Meeting Date: 06/17/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Noe Estrada

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/04/2014 11:55 AM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Aida Alvarez Started On: 06/04/2014 11:01 AM

Final Approval Date: 06/13/2014

AI-44867 **Closed Session 23. H.**

CC - REGULAR

Meeting Date: 06/17/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Ener Sanchez & Damiana Martinez Parents to Monica Sanchez, a minor

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/04/2014 03:03 PM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Aida Alvarez Started On: 06/04/2014 02:06 PM

Final Approval Date: 06/13/2014

AI-44870 **Closed Session 23. I.**

CC - REGULAR

Meeting Date: 06/17/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Jose Ozul

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/04/2014 03:21 PM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Aida Alvarez Started On: 06/04/2014 02:13 PM

Final Approval Date: 06/13/2014

AI-44880 **Closed Session 23. J.**

CC - REGULAR

Meeting Date: 06/17/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Jose Palomin

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/05/2014 09:20 AM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Aida Alvarez Started On: 06/05/2014 08:14 AM

Final Approval Date: 06/13/2014

AI-44882 **Closed Session 23. K.**

CC - REGULAR

Meeting Date: 06/17/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Enrique Rubio

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/05/2014 09:21 AM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Aida Alvarez Started On: 06/05/2014 08:22 AM

Final Approval Date: 06/13/2014

AI-45037 **Closed Session 23. L.**

CC - REGULAR

Meeting Date: 06/17/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Carlos Contreras

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/13/2014 08:45 AM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Aida Alvarez Started On: 06/13/2014 08:08 AM

Final Approval Date: 06/13/2014

AI-44852 **Open Session 24. C.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-14-0359-E; Mary Lou Gomez, individually and a/n/k of Alexandro Rodriguez v. Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/04/2014 09:18 AM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Monica Badillo Started On: 06/03/2014 05:15 PM

Final Approval Date: 06/13/2014

AI-44917 **Open Session 24. D.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-5274-14-J; Cristina Reyna vs. County of Hidalgo and City of Mission

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/06/2014 10:53 AM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Monica Badillo Started On: 06/06/2014 10:30 AM

Final Approval Date: 06/13/2014

AI-45034 **Open Session 24. E.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause #CL-14-2283-G; Leonarda Rodriguez-Serna v. Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/13/2014 08:46 AM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Monica Badillo Started On: 06/12/2014 05:15 PM

Final Approval Date: 06/13/2014

AI-45036 **Open Session 24. F.**

CC - REGULAR

Meeting Date: 06/17/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:14-CV-00438; David Carrizales and Rogelia Stabolito v. Guadalupe "Lupe" Trevino, Sheriff, etal

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/13/2014 08:47 AM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Monica Badillo Started On: 06/12/2014 05:42 PM

Final Approval Date: 06/13/2014

AI-44857 **Open Session 24. G.**

CC - REGULAR

Meeting Date: 06/17/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Noe Estrada

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/04/2014 11:56 AM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Aida Alvarez Started On: 06/04/2014 11:03 AM

Final Approval Date: 06/13/2014

AI-44868 **Open Session 24. H.**

CC - REGULAR

Meeting Date: 06/17/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Ener Sanchez & Damiana Martinez Parents of Monica Sanchez, a minor

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/04/2014 03:21 PM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Aida Alvarez Started On: 06/04/2014 02:10 PM

Final Approval Date: 06/13/2014

AI-44871 **Open Session 24. I.**

CC - REGULAR

Meeting Date: 06/17/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Jose Ozul

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/04/2014 03:21 PM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Aida Alvarez Started On: 06/04/2014 02:14 PM

Final Approval Date: 06/13/2014

AI-44881 **Open Session 24. J.**

CC - REGULAR

Meeting Date: 06/17/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Jose Palomin

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/05/2014 09:20 AM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Aida Alvarez Started On: 06/05/2014 08:16 AM

Final Approval Date: 06/13/2014

AI-44883 **Open Session 24. K.**

CC - REGULAR

Meeting Date: 06/17/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Enrique Rubio

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/05/2014 09:25 AM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Aida Alvarez Started On: 06/05/2014 08:25 AM

Final Approval Date: 06/13/2014

AI-45038 **Open Session 24. L.**

CC - REGULAR

Meeting Date: 06/17/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Carlos Contreras

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	06/13/2014 08:45 AM
Purchasing Department	Monica Badillo	06/13/2014 05:59 PM

Form Started By: Aida Alvarez Started On: 06/13/2014 08:10 AM

Final Approval Date: 06/13/2014