AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
August 25, 2014
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR 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-46142** Discussion and consideration regarding the Hidalgo County Legislative Agenda for the upcoming 84th Legislative Session.

B. **AI-46048** Approval to appoint one (1) Representative and one (1) Alternate to the Amigos del Valle Board

C. **AI-46073** Discussion, consideration, and approval of Interlocal Agreement between the County of Hidalgo and the City of McAllen on the control of rabies within Hidalgo County.

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

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

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

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

C. **AI-46116** 1. Presentation on delinquent tax collection report by Perdue, Brandon, Fielder, Collins & Mott, LLP.

2. Discussion and possible action on an Order authorizing the Resale of Foreclosed Real Estate Properties for failure to pay ad valorem taxes.

D. **AI-46034** Approval to accept settlement checks from Fred Loya Insurance Company in the amounts of $531.14 and $302.46 to settle auto accident with County vehicle.(Precinct 4)

E. **AI-45809** Requesting permission to utilize the open forum area on courthouse grounds for a Prayer Rally on Saturday, September 13, 2014 from 9am to 11am

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

A. **AI-46136** 1. Submission of 2014 effective and rollback tax rates.
2. Discussion of 2014 planning calendar
3. Discussion of 2014 tax rates
4. Record vote on proposed 2014 tax rate and schedule two (2) public hearings if proposed tax rate exceeds the lower of the effective or rollback rates.

B. **AI-46143** Approval of Amendment to Interlocal Agreements between County of Hidalgo, for tax assessment and collection with the following entities: City of Alton, City of Edcouch, City of Elsa, City of Hidalgo, City of Mercedes, City of Mission, City of Pharr, Hidalgo ISD, McAllen ISD, Mercedes ISD, Monte Alto ISD, PSJA ISD, Sharyland ISD, South Texas College, South Texas ISD, Valley View ISD, Weslaco ISD. (Reflecting a 5% increase.)

9. **Constables:**

A. **AI-45931** Constable Pct. 1:
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:

ASG Security Invoice#24320575 on March 26, 2014 in the amount of $95.00

B. **AI-46076** Constable Pct. 1:
Discussion, consideration and approval of appointment of Deputy Constable by Constable Celestino Avila Jr., Constable Pct. 1, in accordance with the Texas Local Government Code 86.011 as follows:
1. Carlos Gonzales Jr.

C. **AI-46065** Constable Precinct 3 STOP Truancy (1285):

1. Approval of certification of revenues, as certified by the County Auditor.
2. Approval of appropriation of funds (school district and local match)
3. Approval of salary schedule.

D. **AI-46064** Constable Pct.#4:
Discussion, consideration, and approval to appoint Deborah Ann Marmolejo and Jesse D. Gaitan as Reserve Deputy Constables by Constable A. "J.R." Gaitan, Constable Precinct 4 in accordance with Texas Local Government Code Section 86.012.

E. **AI-46071** Constable Precinct No. 4:
Discussion, consideration, and approval to appoint Orlando Lopez as Deputy Constable by Constable A. "J.R." Gaitan, Constable Precinct 4 in accordance with Texas Local Government Code Section 86.011.

F. **AI-46075** Constable Pct. 4:
Discussion, consideration, and approval of Amendment of FLSA Exempt Policy for limited purpose to allow for FLSA Exempt, Constable Pct. 4 Chief Deputy Constable employee(s) to participate and receive cash payment - compensation for overtime hours worked in Operation Border Star (LBSP) GRANT funded operations, fiscal year 2014. Action to be limited to the grantor agency/institution providing Hidalgo County 100% reimbursement of overtime salaries / wages and applicable fringe benefits as set forth on grant specifications. (Special situation for exempt/salaries employees is allowed because these employees are being included in LBSP operation as a force multiplier, during a period of "surge".)

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

A. **AI-46055** Discussion, consideration and action on appointment/re-appointment of Civil Service Commissioner

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

A. **AI-46053** Update on Operation Lonestar activities and outcomes.

B. **AI-46069** 1. Requesting approval to have the renovations of county health clinics inspected pursuant to the Texas Architectural Barriers Act.
2. Requesting approval to have County Judge sign the inspection notice.
3. Requesting approval to have County Judge sign the Request for Inspection form.

C. **AI-46045** Requesting approval to apply for the Cardiovascular Disease and Stroke program funding offered by the Texas Department of State Health Services in an amount up to $50,000.00.

D. **AI-45850** T.B. Elimination - Federal (1293):

1. Requesting approval to accept the TB/PC-FED Tuberculosis Prevention and Control grant contract #2015-001400-00 in the amount of $428,212.00 for the period of 09/01/2014 to 08/31/2015.
2. Requesting approval for County Judge to e-sign the TB/PC Federal contract.
3. Requesting approval for County Judge to e-sign the Certification Regarding Lobbying statement.
4. Requesting approval for County Judge to e-sign the Fiscal Federal Funding Accountability and Transparency Act Certification statement.
5. Requesting approval of the Certification of Revenue in the amount of $142,737.33 from 09/01/2014 to 12/31/2014.
6. Requesting approval of the budget appropriation in the amount of $142,737.33 from federal funds and in the amount of $28,547.00 from local match.
7. Requesting approval of the salary schedule.

E. **AI-45856** CPS/HAZARDS-PHEP (1293):

1. Requesting approval to accept the CPS/HAZARDS Public Health Emergency Preparedness grant contract #2015-001134-00 in the amount of $567,198.00 for the period of 09/01/2014 to 08/31/2015.
2. Requesting approval for County Judge to e-sign the CPS/HAZARDS-PHEP grant contract.
3. Requesting approval for County Judge to e-sign the Certification Regarding Lobbying statement.
4. Requesting approval for County Judge to e-sign the Fiscal Federal Funding Accountability and Transparency Act Certification statement.
5. Requesting approval of the Certification of Revenue in the amount of $567,198.00.
6. Requesting approval of the budget appropriation in the amount of $567,198.00 from state funds and in the amount of $56,723.00 from local match.
7. Approval to delete the following vacant full time position:

Slot No.	Position Title	Budgeted Salary
0018	Public Health Specialist	$35,391.00

8. Requesting approval of the salary schedule.

F. **AI-45990** Infectious Disease Control (1293):

1. Requesting approval to accept the Infectious Disease Control Unit grant contract #2015-046497-001 in the amount of $73,433.00 for the period of 09/01/2014 to 08/31/2015.
2. Requesting approval for County Judge to sign the Infectious Disease Control Unit FY 15 grant contract.
3. Requesting approval for County Judge to sign the Fiscal Federal Accountability and Transparency Act Certification statement.
4. Approval of the Certification of Revenue in the amount of $73,433.00.
5. Approval of the budget appropriation in the amount of $73,433.00.
6. Approval of the salary schedule.

G. **AI-45745** Requesting approval of the Amendment to the Interlocal Cooperation Agreement with La Joya Independent School District. The Amendment will change the food handler classes fee from $10.00 per employee per year to $20.00 per employee for every two years.

H. **AI-45849** Immunization Branch (1293):

IMM/LOCALS Immunization Branch-Locals grant:

1. Requesting approval to accept the IMM/LOCALS Immunization Branch-Locals grant contract #2015-000022-00 in the amount of $649,320.00 for the period of 09/01/2014 to 08/31/2015.
2. Requesting approval for County Judge to e-sign the IMM/Locals grant contract.
3. Requesting approval for County Judge to e-sign the Certification Regarding Lobbying statement.
4. Requesting approval for County Judge to e-sign the Fiscal Federal Funding Accountability and Transparency Act Certification statement.
5. Requesting approval of the Certification of Revenue in the amount of $649,320.00.
6. Requesting approval of the budget appropriation in the amount of $649,320.00.
7. Requesting approval of the salary schedule.

Immunization Program Income:

1. Requesting approval of the Certification of Revenue in the amount of $110,113.00 for the Immunization program income.
2. Requesting approval of the budget appropriation in the amount of $110,113.00.

I. **AI-45836** T.B. Control - State (1293):

1. Requesting approval to accept the Tuberculosis Prevention and Control - State grant contract #2015-001417-00 in the amount of $596,793.00 for the period of 09/01/2014 to 08/31/2015.
2. Requesting approval for County Judge to e-sign the TB/PC - State contract.
3. Requesting approval for County Judge to e-sign the Certification Regarding Lobbying statement.
4. Requesting approval for County Judge to e-sign the Fiscal Federal Funding Accountability and Transparency Act Certification statement.
5. Requesting approval of the Certification of Revenue in the amount of $596,793.00.
6. Requesting approval of the budget appropriation in the amount of $596,793.00 from state funds and in the amount of $119,359.00 from local match.
7. Requesting approval of the Certification of Revenue in the amount of $25,000.00 for program income funds.
8. Requesting approval of the budget appropriation in the amount of $25,000.00 for program income funds.
9. Requesting approval of the salary schedule.

J. **AI-45800** PRENATAL (1293):

1. Requesting approval to accept the Department of State Health Services Title V - Prenatal grant contract #2015-046009-001 in the amount of $144,029.00 for the period of 09/01/2014 to 08/31/2015.
2. Requesting approval for County Judge to sign the DSHS Title V - Prenatal contract.
3. Requesting approval for County Judge to sign the Fiscal Federal Funding Accountability and Transparency Act Certification statement.
4. Requesting approval for County Judge to sign the Disclosure of Ownership and Control Interest statement.
5. Requesting approval for County Judge to sign the Certification Regarding Lobbying statement.
6. Requesting approval of the Certification of Revenue in the amount of $144,029.00.
7. Requesting approval of the budget appropriation in the amount of $144,029.00.
8. Requesting approval of the salary schedule.

K. **AI-45792** Child Health Services (1293):

1. Requesting approval to accept the Department of State Health Services Title V Child Health Services grant contract #2015-046149-001 in the amount of $34,833.00 for the period of 09/01/2014 to 08/31/2015.
2. Requesting approval for County Judge to sign the DSHS Title V - Child Health Services contract.
3. Requesting approval for County Judge to sign the Fiscal Federal Funding Accountability and Transparency Act Certification Statement.
4. Requesting approval for County Judge to sign the Disclosure of Ownership and Control Interest statement.
5. Requesting approval of the Certification of Revenue in the amount of $34,833.00.
6. Requesting approval of the budget appropriation in the amount of $34,833.00.
7. Requesting approval of the salary schedule.

L. **AI-45769** **RLSS / LPHS (1293):**

1. Requesting approval to accept the RLSS / LPHS Local Public Health System grant contract #2015-001052-00 in the amount of $102,403.00 for the period of 09/01/2014 to 08/31/2015.
2. Requesting approval for County Judge to e-sign the RLSS / LPHS contract.
3. Requesting approval for County Judge to e-sign the Certification Regarding Lobbying statement
4. Requesting approval for County Judge to e-sign the Fiscal Federal Funding Accountability and Transparency Act Certification statement.
5. Requesting approval of the Certification of Revenue in the amount of $102,403.00.
6. Requesting approval of the budget appropriation in the amount of $102,403.00.
7. Requesting approval of the salary schedule.

M. **AI-45749** Requesting approval of the Memorandum of Understanding and Data Use Agreement between The Department of State Health Services, Hidalgo County Health & Human Services Department and Mission Regional Medical Center. This MOU serves a public purpose in protecting the public health of citizens of Texas.

N. **AI-45746** Requesting approval to submit Office of the Governor Appointment Application. Application is for consideration of membership in the United States & Mexico Border Health Commission.

O. **Health Care Funding District:**

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

P. **Indigent Health Care Program:**

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

12. **Emergency Management - Oscar Montoya:**

A. **AI-46098** 1. Presentation, discussion and authorization to submit the Frequency Reconfiguration Agreement between the County of Hidalgo and Nextel of Texas, Inc (Sprint) to compensate the County of Hidalgo for the costs to facilitate the transition for reconfiguration of the county's 800 MHz radio system.
2. Presentation, discussion and authorization to submit the Motorola Solutions Reconfiguration Implementation Phase Agreement as part of the 800MHz reconfiguration of the county's radio system. Subject to legal approval.

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

A. **AI-46145** The Urban County Program is requesting approval of amendment number one (1) to the 3 year Cooperation Agreement with the 18 member cities and authorize the County Judge to sign any and all documents pertaining to this amendment.

B. **AI-46107** Request approval to rescind action taken by Hidalgo County Commissioner's Court on June 17, 2014 (Item 14-D. Al 44889) approval of contract extension with HLH Appraisal Services under the Texas General Land Office (GLO) Contract No. 12-406-000-6453/DRS210068, Pct. 3 Penitas Drain Project.

C. **AI-46044** 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a) (4) for **Appraisal Review Services;**

2. Presentation of the scoring grid for the purpose of CC ranking the sole member of the County's approved "Professional Appraisal Services Pool" for the **Appraisal R Appraisal Review** of appraisal services as qualified to continue to the next step of the process in connection with and funded through Hidalgo County Urban County Program GLO Contract No. 12-406-000-6453/DRS210068 Penitas Drain project.

Appraisal	**Grade**	**Ranked**
HLH Appraisal Services	92.66	1

3. Authority to negotiate a professional (Appraisal Review Services) contract with the sole member "qualified" firm
HLH Appraisal Services for the provision of Professional Appraisal Review Services for the Precinct No.3 – Penitas Drain Project.

D. **AI-45865** Authority to negotiate a professional engineering service contract with the second highest ranked firm of South Texas Infrastructure, LLC, for the provision of engineering services for Urban County Program Year 26 (2013) City of Peñitas Street Improvements Project.

E. **AI-45984** 1. Requesting acceptance and action to correct the bid total from $38,892.00 to $38,887.57, due to the contractor's mathematical error.

2. Urban County Program on behalf of Precinct No. 1 is requesting consideration and action to award and enter into a construction contract with Herrera & Hunt, Inc. for a total contract amount of $38,887.57. Utilizing FY 21 (2008) from Precinct No. 1 Park, Recreational Facility improvements funds.

F. **AI-45982** 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services – construction material testing.

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
Raba Kistner	99%	
L & G Engineering	97.33%	
Terracon Consultants, Inc.	96%	

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

G. **AI-45863** 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services – construction material testing.

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 Edcouch, Urban County Program, and Hidalgo County Purchasing Department, in connection with and

funded through Hidalgo County Urban County Program Years 26 (2013) City of Edcouch–Street Improvements funds.

Professional Service Firm	Grade	Ranked
L & G Engineering	97.67%	
Terracon Consultants, Inc.	90%	
PSI Laboratories, Inc.	89.67%	

3. Authority to negotiate a professional engineering service contract with the highest ranked firm _____ for construction material testing on a Urban County Program Year 26 (2013) City of Edcouch – Street Improvements project.

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

A. **AI-46022** Discussion/Approval of Area Distribution 2014-2015

B. **AI-46036** Discussion/Approval of Revision of Civil Service Commission Complaint/Grievance Process

C. **AI-46026** 1. Presentation of the Providers Submitting Responses to the Following Hidalgo County Head Start Program's Request for Qualifications and Meeting the Minimum Requirements as Set Forth in the Procurement Packets and as Determined by the Head Start Program Staff Grading/Scoring Said Responses for the Purpose of Commissioners' Court Accepting the Providers as "Qualified" in Order to Proceed to the Next Phase of the Procurement Process - Negotiating Contracts Speech Interpreting Services #2014-005-06-19
a. Amy Jane Hermansen, dba/Sign Language Services
b. South Texas Interpreters for the Deaf, LLC
2. Approval for Head Start to Negotiate Contracts (in a form approved by Legal Counsel) for all the Professional Service Providers as Requested through the Hidalgo County Head Start Program's RFQ for said Services and as Detailed Above Attached Hereto

D. **AI-46025** Presentation for Discussion, Consideration and Approval to Enter into a Memorandum of Understanding (MOU) between Hidalgo County Head Start Program and the Entities Listed on the Attached List

E. **AI-46024** Discussion/Approval to Renew the Interlocal Agreement with the South Texas Cooperative through Region One Education Service Center for the Purpose of Purchasing all Food Commodities, Uniforms, Supplies and Services

F. **AI-46023** Discussion/Approval of Bid Award and Contract to Lowest Best Bid Meeting all Specifications for Bid #2014-004-08-01:
Air Conditioning Maintenance & Repair

15. **WIC - Norma Longoria:**

A. **AI-46047** WIC ADM (1292):
Approval to deobligate funds from the WIC Admin FY 2014 Grant in the amount of $213,034.51 due to decreased client participation rate.

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

A. **AI-45791** Authorization and approval for County Auditor to disseminate the County's 2013 Comprehensive Annual Financial Report and Single Audit in order to comply with the Single Audit Act.

B. **AI-46101** Discussion, consideration, and approval for the County Auditor's Office to conduct an audit of the Chapter 59 Asset Forfeiture Report prepared by the Hidalgo County District Attorney's Office for fiscal year 2014 pursuant to the Chapter 59 Asset Forfeiture Report requirements.

C. **AI-46008** 1. Approval of 2014 Certification of New Sources of Revenues.
2. Presentation of 2015 Statement of Estimated Available Resources.

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

A. **AI-46083** 1. Preliminary Approval
a. Tamez & Garcia's Subdivision – Pct. 1 (Victor Tamez)
b. San Joaquin Phase 2 Subdivision – Pct. 1 (Herb Schurlock)
c. Border Town Acres Phase I – Pct. 4 (Richard Ruppert)
d. Aurora Valley Phase 4 – Pct. 1 (ML Rhodes)

2. Final Approval
a. Terry Palms No. 2 Subdivision – Pct. 4 (Kyle Ruppert)
b. The Estates of Santa Cruz Ranches No. 3 – Pct. 4 (Richard Ruppert)
c. Villa Salazar Subdivision – Pct. 4 (Alicia Wells & Estela Rodriguez)
d. RG Estates Phase 1 Subdivision – Pct. 4 (RG Estates LLC)
e. La Victoria Phase 2 Subdivision – Pct. 1 (Paul Daniec)
f. San Pablo Subdivision – Pct. 4 (Tillmin Welch)
g. Moreno Phase 3 Subdivision – Pct 4 (Esperanza Moreno)

3. Final Approval with Financial Guarantee
a. Ruiz Subdivision – Pct. 4 (Mario Ruiz)

B. **AI-45991** 1. Appointment or Re-Appointment of Members for the Hidalgo County Subdivision Advisory Board
a. Precinct No. 2
b. Precinct No. 3
c. Precinct No. 4

2. Appointment or Re-Appointment of Members for the Hidalgo County Board of Building Line Adjustment
a. Precinct No. 2
b. Precinct No. 3

c. Precinct No. 4

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

A. **AI-46135** 1. Approval of Interlocal Cooperation Agreement (ICA) between City of Pharr and County of Hidalgo for Owassa Rd. Project
2. Approval of ICA project in accordance with Texas Government Code 791.014

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

A. **AI-45964** 1. Discussion and approval of Interlocal Cooperation Agreement between the City of Palmhurst and County of Hidalgo
2. Approval of ICA project in accordance with Texas Government Code 791.014 - for the overlay of certain streets located in the James Allen Subdivision

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

A. **AI-46046** Authorization and approval of name change as recommended by LRGVDC 911. Proposed name: Mann S.R.

B. **AI-46090** 1. Approval of Certification of Revenues by the County Auditor for the MCISD Parking Lot Paving Project.
2. Approval of 2014 appropriation of funds in the amount of $193,091.97 for the MCISD Parking Lot Paving Project.

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

A. **AI-46052** Consideration and approval of Imposition of Optional Fees for Calendar Year 2015 in accordance with Transportation Code Section 502.401, Section 502.402, and Section 502.403 (option A: No change- Hidalgo County will charge the same fees in 2015)

B. **Budget Appropriations:**

1. **AI-46096** County Records Management & Preservation (1238):
Approval of 2014 appropriation of funds into the County Records Management & Preservation fund in the amount of $63,840.23 to fund records storage & retrieval services for the months of Oct.-Dec. 2014.

2. **AI-45862** County Transportation Infrastructure Fund grant program (1287)
A. Approval of Certification of Revenues by County Auditor for the County Transportation Infrastructure Fund grant program.
B. Approval of 2014 appropriation of funds in the amount of $908,285.00 and $100,920.00 (10% cash match requirement).

3. **AI-46072** CO 2010A&B (1442):
Approval of 2014 appropriation of funds into CO 2010A&B in the amount of $500.00 to fund agent fees.

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-46127** Request authority to publish a project specific advertisement for an RFQ (Request for Qualifications) to establish a "pool" of architects with extensive experience in the design, construction and related services of Judicial & Courthouse Facilities including the approval of the procurement packet.

2. **AI-46102** Requesting approval of Change Order No. 3 (in connection with approved CCD#6 8/12/14) in connection with the "Repairs and Renovations-1st and 2nd Floor to the Former Administration Building," in the amount of $11,763.00 from contracted vendor, D. Wilson Construction, Inc., and as recommended by project architect, Alcocer Garcia Associates, with authority for County Judge to execute document.

3. **AI-45933** Acceptance and approval of contract with the lowest responsible vendor meeting all specifications and requirements through a Request For Sealed Quotes for the provision of "Publications of Non-Statutory Legal Ads and/or Notices; with Gregg Byron Wendorf d/b/a Advance Publishing Company on an as needed basis.

4. **AI-44834** Acceptance and approval of contract with **Aim Media Texas Operating LLC d/b/a The Monitor** for the provision of **"Publications of Statutory Legal Ad's and/or Notices"** through the requisition and purchase order established protocol for as long as The Monitor continues as said **Sole Source Provider** as previously approved by CC on 02/18/14-AI#42940.

5. **AI-45634** Presentation of bids received (as detailed in tabulation sheet contained herein) and awarding to the responsible vendor (American Surveillance Company Inc.) submitting the lowest/best bid and meeting all specifications and/or requirements including the approval of contract for the Request for Bids titled: Hidalgo County-"Armored Car Services" through project No.: 2014-126-07-16-SMA.

6. **AI-45888** Requesting consideration and approval to permit the partial release of retainage due contractor CAS for Modular Project at County Courthouse by cutting payments/checks payable to both CAS and the following sub-contractors in the amounts detailed while retaining an amount (calculated by project architect, S. McGarraugh, Dannenbaum Eng.) to cover the amount for the one item pending and in need of completion (to the satisfaction of HC):

   Sub-contractors with no punch list issues pending with Hidalgo County:

   1. Diaz Flooring - $ 289.84;
   2. Robert Garza Construction - $ 1,370.00;
   3. Central Fence - $ 11,668.35;
   4. Jaimes Electric - $ 21,123.96;
   5. Saenz Utility Contractors - $ 20,000.00;

7. **AI-45996** Presentation by Purchasing Department for acceptance, adoption, and approval of Hidalgo County Fixed Asset Policy & Procedures Manual for use by all applicable Elected Offices, Departments, Programs and Agencies.

8. **AI-45988** Presentation with concurrence by Hidalgo County Purchasing Agent, Budget Officer and County Auditor for approval of "ORDERS" (attached herein) for all General and/or all other Applicable Funds Budgets for the following, including but not limited to, Elected Officials, Department Heads, Program and/or Agency Directors:

   a. Cut-off date for the submission of Requisitions by Friday, October 3, 2014 for goods and/or services that require sufficient time to order and receive prior to 12-31-2014, i.e., MAJOR PURCHASES, vehicles, furniture, systems and/or equipment; and,

   b. Cut-off date for submission of Requisitions by Friday, November 7, 2014 on goods and/or services that require sufficient time to order and receive prior to 12-31-2014, i.e., DAY TO DAY PURCHASES, items necessary for daily operations;

   c. Approval to notify all elected offices and departments that open purchase orders at 12-31-14 for which there is not a proper invoice and physical receipt of goods and/or services will be charged to the 2015 budgets.

B. Pct. 1

1. **AI-46119** Acceptance and approval of **Work Authorization No. 3** in connection to **Contract #C-13-243-08-27** with **Millennium Engineers Group, Inc.** in the amount of **$23,461.50** through assigned **requisition #262245** pursuant to **AI#46089** for **line item transfer** for the provision of **"Construction Materials Testing Services"** for the **"Sioux Road Paving and Drainage Improvements (Tower Road to Val Verde Road)** project.

C. **Pct. 4**

1. **AI-46131** Requesting approval of a professional engineering services agreement with **L&G ENGINEERING LABORATORY, LLC** d/b/a **L&G ENGINEERS, INC.** for the purposes of **(ON CALL) - "GEO TECHNICAL and CONSTRUCTION MATERIAL TESTING SERVICES"** for projects located within **HIDALGO COUNTY PRECINCT NO. 4.**

2. **AI-45878** a. Acceptance of sole bid received from **Guerra Brothers Master Partnership** for RFB No. 2014-029-08-06-YZV "Sale or **Exchange** of Real Property" - Precinct 4 with value of $20,000.00 (County's value of 10,500)

   b. Acceptance and approval of Order Confirming Sale or **Exchange** document with **Guerra Brothers Master Partnership** for RFB 2014-029-08-06-YZV "Sale or Exchange of Real Property" - Precinct 4

3. **AI-46085** Requesting acceptance and approval of Application for Wastewater Service and Water Meter Installation Agreements with North Alamo Water Supply Corporation for Hidalgo County Precinct No. 4 -Sunflower Park with authority for County Judge to execute Service Agreements and applications.

D. **Sheriff's Office**

1. **AI-45579** A. Pursuant to Texas Local Government Code 263.152 (2) The Hidalgo County Sheriff's Office is requesting to surplus for trade-in communication equipment listed in Exhibit A for discount on new communication equipment as stated in Contract No. 12-270-10-23, approved thru Commissioners' Court 10-23-2012.

   B. Requesting approval and authorization to remove items listed on Exhibit A from the Hidalgo County inventory list.

2. **AI-45810** A. Ratification of request by Dr. Marin Garza, MD (with notice of said request to HCSO 07-25-14) to designate Dr. John Lung, MD to cover "sick call" duties/responsibilities as required under current agreement for the provision of services from 07-30-14 through 08-12-14 (during an absence);

   B. Action to formally terminate the current agreement with the late Dr. Gumaro Garza, MD (passing away 07-28-14);

   C. Amendment to current agreement with Dr. Marin Garza, MD to reflect changes, including but not limited to, the following requirements, terms, conditions and retainer:

   1 Amendment for a short term period to the present agreement not to exceed ninety (90) days (commencing 08-26-14 and ending November 23, 2014);

   2. Amendment to include the minimum requirement of four (4) days per

week for sick call duties;

3. Amendment to add the requirement that prior to and in the event of absence, submission of a request to HCCC for action to permit the subcontracting of a physician to "cover" sick call duties;

4. Amendment to reflect the increase of the monthly retainer to $7,200.00 not to exceed the ninety (90) term of the amendment;

D. Authority to publish an RFQ (as required under Government Code, Chapter 2254-Professional Services Procurement Act) for the engagement of a physician to provide medical services to Hidalgo County Inmates with approval of the procurement packet (i.e. legal notices, qualifications, requirements, scope of services, schedules of work, terms, conditions and form of agreement) as reviewed and modified (if necessary) by HC Asst. DAs Section for County Affairs; or, and if applicable;

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-46061** CL-13-0827-F; Jose Alaniz and Rosalinda Alaniz v. County of Hidalgo

D. **AI-46111** C-6615-14-H; Jose Luis Perez v. Hidalgo County Constable Pct. 4 J.E. Eddie Guerra and Juan J. Ramos dba El Valle Warehouse

E. **AI-46125** Potential Claim of Michael R. Calvillo and Rosa Rivera, et.al

F. **AI-46027** Claim of Karina Bocanegra

G. **AI-46078** Claim of Rosa Rivera

H. **AI-46080** Claim of Idalia Ortiz

I. **AI-46087** Claim of Allstate Insurance Company

J. **AI-46029** Hidalgo County v. Rebekah M. Rodriguez

K. **AI-46032** Hidalgo County v. Isabel Victoria Azamar & David Jonathan Lara

24. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-46062** CL-13-0827-F; Jose Alaniz and Rosalinda Alaniz v. County of Hidalgo

D. **AI-46112** C-6615-14-H; Jose Luis Perez v. Hidalgo County Constable Pct. 4 J.E. Eddie Guerra and Juan J. Ramos dba El Valle Warehouse

E. **AI-46126** Potential Claim of Michael R. Calvillo and Rosa Rivera, et.al

F. **AI-46028** Claim of Karina Bocanegra

G. **AI-46079** Claim of Rosa Rivera

H. **AI-46081** Claim of Idalia Ortiz

I. **AI-46088** Claim of Allstate Insurance Company

J. **AI-46030** Hidalgo County v. Rebekah M. Rodriguez

K. **AI-46033** Hidalgo County v. Isabel Victoria Azamar & David Jonathan Lara

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-46142 **County Judge's Office 6. A.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: Roberto Villarreal **Submitted By:** Michael Leo, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion and consideration regarding the Hidalgo County Legislative Agenda for the upcoming 84th Legislative Session.

BACKGROUND

Discussion item only. No fiscal impact.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact. Discussion item only

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/21/2014 04:30 PM
Glinda Pacheco	Glinda Pacheco	08/21/2014 05:06 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Michael Leo Started On: 08/21/2014 04:19 PM

Final Approval Date: 08/21/2014

AI-46048 **County Judge's Office 6. B.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: Jaime Longoria **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Approval to appoint one (1) Representative and one (1) Alternate to the Amigos del Valle Board

BACKGROUND

For FY 2014-2015 (October 1, 2014 - September 30, 2015)

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/18/2014 02:39 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: SANDRA DELEON Started On: 08/18/2014 11:13 AM

Final Approval Date: 08/21/2014

Amigos Del Valle, Inc.

1116 North Conway Avenue
Mission, Texas 78572
Phone (956) 581-9494
Fax (956) 581-7743

RECEIVED
JUL 23 2014
COUNTY JUDGE

July 21, 2014

BOARD OFFICERS
EMILIO VERA, JR.
Member At-Large, Willacy County
President
ELEAZAR J. ROMERO
Member At-Large, Hidalgo County
Vice President

BOARD MEMBERS
JESSICA TETREAU
City Commissioner, Brownsville
JOEY TREVINO
Member At-Large, Cameron County
SONIA GALLEGOS
City Councilwoman, Donna
RICHARD MOLINA
City Commissioner, Edinburg
BASILIO SANCHEZ
City Commissioner, Harlingen
HECTOR "TITO" PALACIOS
County Commissioner, Hidalgo County
CARLA M. RODRIGUEZ
Grant Administration Director, McAllen
GERARDO "JERRY" TAFOLLA
City Commissioner, Weslaco
Member
NORIE GARZA
Mayor Pro Tem, Mission
MARY GUTIERREZ
City Commissioner, Raymondville
HECTOR JALOMO
City of San Benito
ARMANDO GARZA
Mayor Pro Tem, San Juan
DORA PEREZ
County Commissioner, Willacy County
IRMA R. GARCIA
Banking / Finance
NORBERTO "BETO" SALINAS
Member Emeritus

EXECUTIVE DIRECTOR
JOSE EMANUEL GARZA

Judge Ramon Garcia
County Of Hidalgo
P. O. Box 1356
Edinburg, Texas 78539

Honorable Judge Garcia:

Our agency continues to need and depend on your County's active participation in our Board of Directors through your appointed Board Representative and Alternate. Thus, this is to request your County's appointment of your Representative and Alternate to our Fiscal Year 2014-15 (October 1, 2014 – September 30, 2015) Board of Directors by no later than Friday, August 15, 2014.
Please submit your appointments' names and their respective elected positions and/or job titles, as applicable, in writing to Anita Jenny, Executive Administrative Assistant, at our Administration Office.

Please be assured that we are very grateful for your County's thirty-ninth (39) year commitment and involvement with our agency as a member of our Board of Directors.

Enclosed please find a copy of our agency's By-Laws for your information. If you have any questions, please call me at your convenience at (956) 581-9494, Extension 106.

Sincerely,

Jose E. Garza
Executive Director

cc: Hector "Tito" Palacios, Commissioner, County of Hidalgo
Raul Silguero, County of Hidalgo

Equal Housing Opportunity

"CELEBRATING 39 YEARS OF SERVICE"

withdrawal unless other arrangement are made between the withdrawing member and the Board to retain certain services.

B. INVOLUNTARY TERMINATION

Any member who fails to pay membership fees in accordance with Article XIII-B stated herein may be automatically terminated as a member without further action of the Board. Upon involuntary termination, a member loses all rights and privileges associated with membership including the right to appoint a Representative and Alternate to the Board. Designated Representatives and Alternates of such member lose the right to participate or vote in Board meetings, and the right to hold office.

Upon involuntary termination, all corporation services and functions to such member shall be terminated 30 days after the effective date of termination, unless the Board, by majority vote, decides to retain certain services.

ARTICLE VII

BOARD OF DIRECTORS:

A. COMPOSITION

The Board of Directors shall be composed of the duly appointed Representatives and Alternates from the membership, Members-at-large, Members Emeritus, and Banking/Finance Members.

Representatives and Alternates shall be designated as follows:

In August of each year, each member of Amigos Del Valle, Inc. shall appoint a community representative to serve on the Board as its Representative. The term of appointments shall be for one year. An appointed Representative to the Board may serve successive terms without limitation. The Representative serves at the pleasure of the appointing member. Each member shall also appoint an Alternate to the Representative. The Alternate shall also be a community representative of the member governmental entity. Alternates shall serve a one year term consistent with the member's Representative. In selecting the Representative and Alternate, the member commission should give consideration to the ability of the person appointed to attend Board meetings and complete a full term. Each member shall notify the Board of Directors by a resolution or letter of the names of their Representative and Alternate on or before August 31st of each year. Representatives missing three (3) consecutive Board meetings or six (6) Board meetings during the fiscal year shall be reported to the appointing member's commission by the Board. If no just cause exists for the absence of the Representative from such meetings, the member shall

immediately name a replacement Representative and notify the Board. Vacancies on the Board during the course of the year shall be filled in the same manner as a prescribed for appointment of the original Representative or Alternate.

In addition to the Representatives and Alternates designated by the member entities, the membership of the Board may also include Members Emeritus. Members Emeritus must meet the following requirements.

1. Have been a Representative or Alternate of the Board for at least five (5) years.

2. Demonstrate through attendance, in accordance with Article VII-A-2, at corporation meetings, and participation in corporation activities, a dedication to the purposes and objectives of the corporation.

3. Nominated for such position by a current Board member in good standing.

4. Elected to such position by majority vote of the Board of Directors. Members Emeritus shall be ex-officio members of the Board and shall not have voting rights or the right to hold office. Members Emeritus shall not be required to pay membership fees. Once elected to the position of Member Emeritus, membership continues at the pleasure of the Board of Directors.

In addition to the Representatives and Alternates designated by the member entities and Members Emeritus, the membership of the Board may also include Banking /Finance Members who must meet the following requirements:

1. Have a banking and/or housing and economic development finance background.

2. Nominated for such position by a current Board member in good standing.

3. Elected to such position by majority vote of the Board of Directors.

4. Demonstrate through attendance, in accordance with Article VII-A-2, at corporation meetings, and participation in corporation activities, a dedication to the purposes and objectives of the corporation.

AMIGOS DEL VALLE, INC.
2013-2014

(P) Present
(A) Absent

2013 \ 2014

	Board Attendance Oct. 1, 2013 - Dec. 30, 2014 Executive Board Members:	Oct. 31 Exec. Brd. Weslaco	Nov. 2013 Exec. Brd. MEETING	Dec. 26 Full Brd, Weslaco	Jan. 23 Exec. Brd. Weslaco	Feb. 27 Exec. Brd. Weslaco	27-Mar Full Brd, Mercedes	10-Apr Special Donna	14-Apr Special San Juan	22-May Exec. Brd. Weslaco	26-Jun Full Brd, Donna
11	Comm. Hector "Tito" Palacios A Raul Silguero *County of Hidalgo*			A			A	A	P		A

AI-46073 **County Judge's Office 6. C.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration, and approval of Interlocal Agreement between the County of Hidalgo and the City of McAllen on the control of rabies within Hidalgo County.

BACKGROUND

Attachments

legal

Interlocal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/19/2014 03:44 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Monica Badillo Started On: 08/19/2014

Final Approval Date: 08/21/2014

Zimbra **sandra.deleon@co.hidalgo.tx.us**

Fwd: Interlocal Agreement - County and McAllen

From : Monica Badillo <monica.badillo@co.hidalgo.tx.us> Fri, Aug 08, 2014 11:05 AM
Subject : Fwd: Interlocal Agreement - County and McAllen 2 attachments
To : Sandra De Leon <sandra.deleon@co.hidalgo.tx.us>

Monica Salinas Badillo, Court Administrator
Hidalgo County Executive Office
2818 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 292-7655 ext. 5602
(956) 292-7034 (fax)

From: "Steve Crain" <scrain@atlashall.com>
To: "Monica Badillo" <monica.badillo@co.hidalgo.tx.us>
Sent: Friday, August 8, 2014 10:04:48 AM
Subject: FW: Interlocal Agreement - County and McAllen

Monica: Attached is the interlocal agreement with the City of McAllen the Judge's office wants on the agenda.

From: Mary E. Stocker [mailto:mestocker@mcallen.net]
Sent: Thursday, August 07, 2014 11:58 AM
To: scrain@atlashall.com
Subject: Interlocal Agreement - County and McAllen

Mr. Crain:
Please feel free to call if you have any questions.

CITY OF McALLEN
Mary Ellen Stocker, TBLS-BCP
Personal Injury Law
CITY ATTORNEY'S OFFICE
P O Box 220, McAllen, Texas 78505-0220
Office 956.681.1092 mestocker@mcallen.net

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Disclaimer: If you are not the intended recipient or have received this e-mail in error, please notify me via return e-mail and telephone at 956-681-1000, and permanently delete and purge the original and any copy thereof. This e-mail, with attachments hereto, if any, is intended only for receipt and use by the addressee(s) named herein, and may contain legally privileged and/or confidential information. Regardless of address or routing, if you are not the intended recipient, then you are hereby notified that any use, copying, reproduction, dissemination, distribution, or transmission of this e-mail, and any attachments hereto, is strictly prohibited. Whereas all reasonable steps have been taken to ensure the accuracy and confidentiality of the information and data submitted herein, the City of McAllen and its employees are not liable if information or data is corrupted or does not reach its intended destination.

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image001.jpg
1 KB

Signed Agreement.pdf
1 MB

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND THE CITY OF MCALLEN

WHEREAS, in accordance with the provisions of Chapter 791 of the Texas Government Code, Hidalgo County (hereinafter referred to as the "County") and the CITY OF MCALLEN (hereinafter referred to as "City ") execute this Agreement in furtherance of governmental functions and to provide for rabies and prevention control in accordance with the terms and provisions contained in this Agreement;

WHEREAS, Chapter 826 of the Health and Safety Code provides counties may adopt a local rabies control program in the County and set local standards that are equal to or more stringent than the program established by Chapter 826;

WHEREAS, City has a multi-faceted rabies control program and leash law ordinances to control animals as well as agreements with not for profit entities to control stray animals within City which prevents contact of animals with other animals preventing the spread of rabies;

WHEREAS, County desires City to provide City's expertise in controlling the spread of rabies within Hidalgo County;

WHEREAS, County has a population of strays that have not been vaccinated for rabies and the population of strays is increasing; and

WHEREAS, County and City are desirous of reducing the increasing population of stray animals within Hidalgo County.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained and other good and valuable consideration, the receipt of which is mutually acknowledged, City and County agree as follows:

1. City shall provide services to eliminate stray animals including contracting with not for profit entities to control the population of stray animals in Hidalgo County.
2. County shall provide funding of Forty Eight Thousand Five Hundred and no/100ths dollars ($48,500.00) to the City for control of stray animals to further rabies prevention.
3. County agrees to pay City within ten (10) days of City's invoice to County, for control of stray animals in Hidalgo County.
4. The term of this Agreement shall be one (1) year commencing with the date of this Agreement.
5. Each party agrees to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to the portion of the work under this Agreement performed by each party.
6. **Conflict of Applicable Law**. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or 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.
7. **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.
8. **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 the parties hereto, and not otherwise.
9. **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.
10. **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 County: Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
302 W. University Drive
Edinburg, Texas 78539

If to City: City of McAllen
Attn: City Manager
1300 Houston Avenue
McAllen, Texas 78505

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.

11. **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.
12. **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.
13. **Assignment.** This Agreement shall not be assignable.
14. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
15. **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 as often as may be appropriate.
16. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.
17. **Amendment**. This Agreement may be amended upon the written agreement of the parties hereto.
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.

IN WITNESS WHEREOF, City and County have caused this Agreement to be executed by their authorized officer effective as of the _____day of _____, 2014.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

CITY OF MCALLEN

By: _____
Roel Rodriguez, P.E., City Manager

ATTEST:

Annette Villarreal, City Secretary

APPROVED AS TO FORM:

By: _____
Kevin Pagan, City Attorney

AI-46116 **Comm. Court Executive Office 7. C.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Presentation on delinquent tax collection report by Perdue, Brandon, Fielder, Collins & Mott, LLP.

2. Discussion and possible action on an Order authorizing the Resale of Foreclosed Real Estate Properties for failure to pay ad valorem taxes.

BACKGROUND

Attachments

tax resale

Report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/21/2014 01:21 PM
Glinda Pacheco	Glinda Pacheco	08/21/2014 03:04 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Monica Badillo Started On: 08/21/2014 11:22 AM

Final Approval Date: 08/21/2014

Tax Resale Bids
for June 2014 Tax Resale Auction

PerdueBrandonFielderCollins&Mott LLP
ATTORNEYS AT LAW

200 South 10th Street, Suite 1500
McAllen, Texas 78501
956-631-4026
www.pbfcm.com

Tax Resale Bids

June 3, 2014 Auction

Hidalgo County

PerdueBrandonFielderCollins&Mott LLP
ATTORNEYS AT LAW

ORDER OF THE COMMISSIONERS' COURT OF HIDALGO COUNTY, TEXAS

On the 25th day of August, 2014, at the regularly scheduled meeting of the Commissioners' Court of Hidalgo County, Texas, a motion was duly made and seconded to resell property described on Exhibit "A" attached hereto, which was acquired through tax foreclosure proceedings. The properties were sold in accordance with Texas Tax Code Ann. §34.05.

Discussion was then conducted, and upon completion of the same the County Judge of Hidalgo County Texas called for a vote on the motion, and the same was passed by majority. Now therefore:

BE IT RESOLVED AND ORDERED that the Commissioners' Court of Hidalgo County Texas approves the bids received on the properties described in the attached Exhibit "A" and authorizes the County Judge of Hidalgo County, Texas to execute tax resale deeds conveying the approved properties.

IT IS HEREBY RESOLVED, ORDERED AND SIGNED on this _____ day of _____, 2014.

_____
Ramon Garcia
County Judge
Hidalgo County

Attest:

_____
Arturo Guajardo Jr.
County Clerk
Hidalgo County

Exhibit “A”

(Tax Resale Properties)

EXHIBIT A

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
JUNE, 2014 TAX RESALE LIST
HIDALGO COUNTY

TRACT NO.	SUIT NO.	LEGAL DESCRIPTION	ACCOUNT NUMBER	OPENING BID	AMOUNT OF BID	AMOUNT FOR COUNTY	AMOUNT FOR DRAIN. DIST. #1
1	T-255-93-C	Lots 38, 39 and 40, Block 4, Frank A. Smith Subd.	E5400-00-004-0038-00 E5400-00-004-0039-00	$49,530	$6,900	$1,221.84	$458.19
2	T-577-03-A	2 Acres, more or less, situated in the South 10 acres of the East 20 acres of Farm Tract 1103, Adams Tract Subd.	A0800-00-000-1103-02	$86,330	$45,000	$11,441.04	$880.08
3	T-499-04-D	1.0 Acre, more or less, out of the South 4.22 acres of a 8.44 acre tract out of Farm Tract 595, West Tract Subd.	W3800-00-595-0000-07	$76,980	$5,000	$715.07	$31.09
4	T-055-07-A	Lots 19, 20 and 21, Block 4, L.D. Morgan Subd.	L0050-00-004-0019-00	$30,500	$9,000	$1,094.76	$60.82
5	T-841-91-A & T-1309-07-G	2.50 acres, more or less, out of Lot 17, Block 5, Santa Cruz Gardens Subd., Unit 3	S1700-03-005-0017-21	$84,120	$11,000	$2,282.50	$456.50
6	T-398-05-B	Lot 2, Block 4, Pan American Terrace	P3200-00-004-0002-00	$66,290	$18,000	$2,908.14	$306.12
7	T-320-09-F	The East 2.5 acres of the West 5 acres of the West 37.5 acres of that certain 75.33 acres, Brazil Tract	B4025-00-160-0000-09	$35,060	$7,000	$745.00	$111.75
8	T-2769-09-E	Lot 1 and the West 30 ft. of Lot 2, Block 101, Townsite of Edinburg	E3300-00-101-0001-05	$47,990	$21,000	$5,587.80	$558.78
9	T-1198-10-B	A 20.7739 acre tract of land, more or less, out of Lot F, Santa Cruz Ranch Subd., SAVE & EXCEPT 0.7739 of an acre conveyed to Eli Kotzur and an 0.7739 of an acre out of a 20.7739 acre tract of land out of Lot F, Santa Cruz Subd.	S1600-00-001-0005-15 S1600-00-001-0005-21	$767,780	$200,000	$33,411.12	$3,930.72
10	T-438-11-J	Lot 1, 2, 3 and 4, Highland Park Subd., an addition to the City of Edinburg	H3150-00-000-0001-00 H3150-00-000-0002-00 H3150-00-000-0003-00 H3150-00-000-0004-00	$151,190	$52,000	$8,967.24	$943.92
11	T-1855-11-B	5.00 acres, more or less, out of Lots 1, 2, 3, 4 and 5, Block 46, Santa Cruz Gardens, Unit No. 2	S1700-02-046-0001-02	$43,650	$10,000	$1,053.26	$81.02
12	T-2026-11-B	Lots 1 and 2, Block 10, Buena Vista Addition	B5050-00-010-0001-00	$50,830	$27,500	$5,901.57	$769.77
13	T-2393-12-C	Tract 1: Lot A, Hoehn Drive Subd.	H3830-00-000-000A-00	$80,120	$35,500	$8,332.50	$666.60
14	T-2393-12-C	Tract 2: Lot B, Hoehn Drive Subd.	H3830-00-000-000B-00	$80,120	$41,000	$9,707.50	$776.60
15	T-577-03-A	TR 3: Lot 3, Valle De Palmas Subd., Unit No. 1 TR 4: Lot 4, Valle De Palmas Subd., Unit No. 1	V0575-01-000-0003-00 V0575-01-000-0004-00	$67,410	$9,500	$1,445.68	$85.04
16	T-577-03-A	TR 5: Lot 5, Valle De Palmas Subd., Unit No. 1	V0575-01-000-0005-00	$13,120	$3,700	$405.60	$27.04
17	T-577-03-A	TR 6: Lot 6, Valle De Palmas Subd., Unit No. 1	V0575-01-000-0006-00	$22,860	$5,100	$615.60	$41.04
18	T-561-04-C	TR 1: Lots 2, 3, 4, 5, 6, 7 and 8, Block 32, Original Townsite	M3550-00-32-0002-00	$81,770	$7,600.00	$854.82	$94.98

LINEBARGER

		Addition, City of Mercedes					
19	T-561-04-C	TR 2: The South 40 ft. of Lot 8, Block 33, Original Townsite, City of Mercedes	M3550-00-33-0008-00	$10,030	$4,000	$206.82	$22.98
20	T-1406-03-B	The North 8.9 ft. of Lot 16 and the South 47.3 ft.of Lot 17, West Liberty Drive, Queen City Annex, City of Mercedes	Q3000-00-WLD-0016-00	$42,570	$9,800	$1,265.70	$168.76
21	T-1009-05-A	Lot 5, Block 150, Right Subd. of Arce Block 150, Original Townsite Addition, City of Mercedes	M3550-00-150-0005-00	$39,500	$19,500	3,945.70	$358.70
22	T-815-10-D	0.34 of an acre, more or less, out of a 3.33 acre tract out of Lots 7 and 8, Block 66, Capisallo District Subd., SAVE & EXCEPT 2.99 acres, more or less in various tracts, LEAVING A RESIDUE OF 0.33 ACRE, MORE OR LESS and also known as Lots 10, 11 and 12, Unrecorded Green Tree Subd.	C1400-00-066-0008-09	$29,970	$2,500	$180.00	$20.00
23	T-749-10-J	The South 23 ft. of Lot 2, Block 147, Original Townsite, City of Mission	M5200-00-147-0002-00	$34,180	$1,000	$0.00	$0.00
24	T-811-11-J	2.2876 acres, more or less, being Lot 2, Q Subd	Q0800-00-000-0002-00	$59,350	$26,000	$7,026.70	$726.90
25	T-749-03-B	0.37 acre, more or less, out of the North end of Lot 13, Block 35, Alamo Land and Sugar Co. Subd.	A1800-00-035-0013-00	$70,350	$23,600	$3,594.40	$449.30
26	T-599-07-E	Lot 33, Block 6, Hidalgo Park Addition	H2650-00-006-0033-00	$48,440	$9,700	$1,310.53	$231.27
27	T-1425-07-G	Lots 14, 15 and 16, Block 132, Evans Subds.	E8000-00-132-0014-00	$35,620	$10,000	$1,507.08	$158.64
28	T-292-09-G	Lot 7, Citrus Trails Mobile Home Subd	C5353-00-000-0007-00	$32,960	$9,200	$1,254.77	$147.62
29	T-1373-09-E	The East 17.00 ft. of Lot 15 and all of Lot 16, Block 2, Thrasher Terrace Addition	T4500-00-002-0015-02	$34,990	$11,300	$956.00	$95.60
30	T-1507-09-J	Lot 6 and 7, Block 179, Hawk Subd. No. 3	H1850-00-179-0006-00	$51,530	$15,000	$2,054.62	$241.72
31	T-1541-09-C	Lot 8, Block 2, West End Addition, City of Pharr	W2800-00-002-0008-00	$39,540	$6,000	$586.84	$103.56
32	T-1553-09-F	TR. 1: Lot 1, Block 5, Hidalgo Park Addition	H2650-00-005-0001-00	$25,670	$5,800	$460.68	$38.39
33	T-1553-09-F	TR. 2: Lots 15 and 16, Block 120, Evans Resubd. of the Southeast 7.68 acres of Lot 175, Kelly-Pharr Subd.	D4600-00-120-0015-00	$12,250	$9,600	$1,986.14	$229.17
34	T-1306-10-J	Lot 72, Citrus Trails Mobile Home Subd.	C5353-00-000-0072-00	$31,740	$10,200	$1,353.42	$150.38
35	T-1514-10-A	Lot 1, Block 148, Fir Subd.	F3450-00-148-0001-00	$21,280	$9,000	$1,410.20	$141.02
36	T-1687-10-H	Lot 25, Aldamas Subd.	A2655-02-000-0025-00	$32,530	$8,000	$974.40	$64.96
37	T-214-11-A	0.776 acre, more or less, out of Lot 5, Block 17, John Closner Subd.	L2750-00-017-0005-04	$35,900	$11,500	$1,872.64	$197.12
38	T-348-11-I	Lot 16, Block 21, Citrus Bay, Unit No. 2	C4700-00-021-0016-00	$26,590	$20,600	$3,187.98	$354.22
39	T-566-11-A	Lot 11, Block 9, San Patricio Acres	S1100-00-009-0011-00	NA	$7,000	$947.04	$59.19
40	T-854-07-B	Lot 82, Los Ranchitos Subd.	L6360-00-000-0082-00	$17,560	$12,000	$778.64	$97.33
41	T-164-07-F	The West 165 ft. of the East 693, Farm Tract 339, West Tract	W3800-00-339-0000-02	$50,430	$20,000	$5,072.76	$543.51

LIBERTY

		Subd.					
42	T-780-06-F	That portion of Lots 1, 2 and 3, lying East of the Southern Pacific Railroad, Block 157, Original Townsite, City of Mission	M5200-00-157-0001-00	$98,610	$28,000	$6,755.00*	$540.40
43	T-639-08-D	Lots 21 and 22, Block 23, Hidalgo Park Estates Subd.	H2650-00-023-0021-00 H2650-00-023-0022-00	$26,940	$16,000	$2,615.60*	$261.56
44	T-2073-09-D	A portion of Lots 2 and 3, Block D, Lying North of Lateral F, Subd. of Porciones 69 and 70, Hidalgo County, Texas according to the map or plat thereof, Recorded in Volume 3, Page 133, Deed Records of Hidalgo County, Texas and being the same property identified on Plaintiffs' tax roll as 7.69 acre tract out of the North Lateral F-2 and 0.44 acre tract South of the North Lateral F-3, Block D, Kelly Pharr Lettered Blocks, Hidalgo County, Texas	K2100-00-00D-0002-02	NA	$99,877.64	$26,803.23*	$3,352.92

***T-780-06-F-Private bid submitted by the City of Mission**

***T-639-08-D-Resubmitting bid from 2013 tax resale to include corrected costs.**

***T-2073-09-D-Private bid submitted by the City of Pharr.**

LINEBARGER

Tax Resale Bids

June 3, 2014 Auction

Hidalgo County

Drainage District #1

PerdueBrandonFielderCollins&Mott LLP
ATTORNEYS AT LAW

RESOLUTION OF THE BOARD OF HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

On the 25th day of August, 2014, at the regularly scheduled meeting of the Board of Hidalgo County Drainage District No. 1, a motion was duly made and seconded to resell property described on Exhibit "A" attached hereto, which was acquired through tax foreclosure proceedings. The property is being sold in accordance with Texas Tax Code Ann. §34.05.

Discussion was then conducted, and upon completion of the same the Chairman of the Board called for a vote on the motion, and the same was passed by majority. Now therefore:

BE IT RESOLVED that the Board of Hidalgo County Drainage District No. 1 approves the bid received on the property described in the attached Exhibit "A" and authorizes the Chairman of the Board to execute tax resale deed conveying the approved property.

SIGNED on this _____ day of _____, 2014.

_____
Ramon Garcia
Chairman
Board of Directors

Attest:

_____
Arturo Guajardo Jr.
County Clerk
Hidalgo County

Exhibit “A”

(Tax Resale Property)

EXHIBIT A

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
JUNE, 2014 TAX RESALE LIST
HIDALGO COUNTY

TRACT NO.	SUIT NO.	LEGAL DESCRIPTION	ACCOUNT NUMBER	OPENING BID	AMOUNT OF BID	AMOUNT FOR COUNTY	AMOUNT FOR DRAIN. DIST. #1
1	T-255-93-C	Lots 38, 39 and 40, Block 4, Frank A. Smith Subd.	E5400-00-004-0038-00 E5400-00-004-0039-00	$49,530	$6,900	$1,221.84	$458.19
2	T-577-03-A	2 Acres, more or less, situated in the South 10 acres of the East 20 acres of Farm Tract 1103, Adams Tract Subd.	A0800-00-000-1103-02	$86,330	$45,000	$11,441.04	$880.08
3	T-499-04-D	1.0 Acre, more or less, out of the South 4.22 acres of a 8.44 acre tract out of Farm Tract 595, West Tract Subd.	W3800-00-595-0000-07	$76,980	$5,000	$715.07	$31.09
4	T-055-07-A	Lots 19, 20 and 21, Block 4, L.D. Morgan Subd.	L0050-00-004-0019-00	$30,500	$9,000	$1,094.76	$60.82
5	T-841-91-A & T-1309-07-G	2.50 acres, more or less, out of Lot 17, Block 5, Santa Cruz Gardens Subd., Unit 3	S1700-03-005-0017-21	$84,120	$11,000	$2,282.50	$456.50
6	T-398-05-B	Lot 2, Block 4, Pan American Terrace	P3200-00-004-0002-00	$66,290	$18,000	$2,908.14	$306.12
7	T-320-09-F	The East 2.5 acres of the West 5 acres of the West 37.5 acres of that certain 75.33 acres, Brazil Tract	B4025-00-160-0000-09	$35,060	$7,000	$745.00	$111.75
8	T-2769-09-E	Lot 1 and the West 30 ft. of Lot 2, Block 101, Townsite of Edinburg	E3300-00-101-0001-05	$47,990	$21,000	$5,587.80	$558.78
9	T-1198-10-B	A 20.7739 acre tract of land, more or less, out of Lot F, Santa Cruz Ranch Subd., SAVE & EXCEPT 0.7739 of an acre conveyed to Eli Kotzur and an 0.7739 of an acre out of a 20.7739 acre tract of land out of Lot F, Santa Cruz Subd.	S1600-00-001-0005-15 S1600-00-001-0005-21	$767,780	$200,000	$33,411.12	$3,930.72
10	T-438-11-J	Lot 1, 2, 3 and 4, Highland Park Subd., an addition to the City of Edinburg	H3150-00-000-0001-00 H3150-00-000-0002-00 H3150-00-000-0003-00 H3150-00-000-0004-00	$151,190	$52,000	$8,967.24	$943.92
11	T-1855-11-B	5.00 acres, more or less, out of Lots 1, 2, 3, 4 and 5, Block 46, Santa Cruz Gardens, Unit No. 2	S1700-02-046-0001-02	$43,650	$10,000	$1,053.26	$81.02
12	T-2026-11-B	Lots 1 and 2, Block 10, Buena Vista Addition	B5050-00-010-0001-00	$50,830	$27,500	$5,901.57	$769.77
13	T-2393-12-C	Tract 1: Lot A, Hoehn Drive Subd.	H3830-00-000-000A-00	$80,120	$35,500	$8,332.50	$666.60
14	T-2393-12-C	Tract 2: Lot B, Hoehn Drive Subd.	H3830-00-000-000B-00	$80,120	$41,000	$9,707.50	$776.60
15	T-577-03-A	TR 3: Lot 3, Valle De Palmas Subd., Unit No. 1 TR 4: Lot 4, Valle De Palmas Subd., Unit No. 1	V0575-01-000-0003-00 V0575-01-000-0004-00	$67,410	$9,500	$1,445.68	$85.04
16	T-577-03-A	TR 5: Lot 5, Valle De Palmas Subd., Unit No. 1	V0575-01-000-0005-00	$13,120	$3,700	$405.60	$27.04
17	T-577-03-A	TR 6: Lot 6, Valle De Palmas Subd., Unit No. 1	V0575-01-000-0006-00	$22,860	$5,100	$615.60	$41.04
18	T-561-04-C	TR 1: Lots 2, 3, 4, 5, 6, 7 and 8, Block 32, Original Townsite	M3550-00-32-0002-00	$81,770	$7,600.00	$854.82	$94.98

LINEBARGER

		Addition, City of Mercedes					
19	T-561-04-C	TR 2: The South 40 ft. of Lot 8, Block 33, Original Townsite, City of Mercedes	M3550-00-33-0008-00	$10,030	$4,000	$206.82	$22.98
20	T-1406-03-B	The North 8.9 ft. of Lot 16 and the South 47.3 ft.of Lot 17, West Liberty Drive, Queen City Annex, City of Mercedes	Q3000-00-WLD-0016-00	$42,570	$9,800	$1,265.70	$168.76
21	T-1009-05-A	Lot 5, Block 150, Right Subd. of Arce Block 150, Original Townsite Addition, City of Mercedes	M3550-00-150-0005-00	$39,500	$19,500	3,945.70	$358.70
22	T-815-10-D	0.34 of an acre, more or less, out of a 3.33 acre tract out of Lots 7 and 8, Block 66, Capisallo District Subd., SAVE & EXCEPT 2.99 acres, more or less in various tracts, LEAVING A RESIDUE OF 0.33 ACRE, MORE OR LESS and also known as Lots 10, 11 and 12, Unrecorded Green Tree Subd.	C1400-00-066-0008-09	$29,970	$2,500	$180.00	$20.00
23	T-749-10-J	The South 23 ft. of Lot 2, Block 147, Original Townsite, City of Mission	M5200-00-147-0002-00	$34,180	$1,000	$0.00	$0.00
24	T-811-11-J	2.2876 acres, more or less, being Lot 2, Q Subd	Q0800-00-000-0002-00	$59,350	$26,000	$7,026.70	$726.90
25	T-749-03-B	0.37 acre, more or less, out of the North end of Lot 13, Block 35, Alamo Land and Sugar Co. Subd.	A1800-00-035-0013-00	$70,350	$23,600	$3,594.40	$449.30
26	T-599-07-E	Lot 33, Block 6, Hidalgo Park Addition	H2650-00-006-0033-00	$48,440	$9,700	$1,310.53	$231.27
27	T-1425-07-G	Lots 14, 15 and 16, Block 132, Evans Subds.	E8000-00-132-0014-00	$35,620	$10,000	$1,507.08	$158.64
28	T-292-09-G	Lot 7, Citrus Trails Mobile Home Subd	C5353-00-000-0007-00	$32,960	$9,200	$1,254.77	$147.62
29	T-1373-09-E	The East 17.00 ft. of Lot 15 and all of Lot 16, Block 2, Thrasher Terrace Addition	T4500-00-002-0015-02	$34,990	$11,300	$956.00	$95.60
30	T-1507-09-J	Lot 6 and 7, Block 179, Hawk Subd. No. 3	H1850-00-179-0006-00	$51,530	$15,000	$2,054.62	$241.72
31	T-1541-09-C	Lot 8, Block 2, West End Addition, City of Pharr	W2800-00-002-0008-00	$39,540	$6,000	$586.84	$103.56
32	T-1553-09-F	TR. 1: Lot 1, Block 5, Hidalgo Park Addition	H2650-00-005-0001-00	$25,670	$5,800	$460.68	$38.39
33	T-1553-09-F	TR. 2: Lots 15 and 16, Block 120, Evans Resubd. of the Southeast 7.68 acres of Lot 175, Kelly-Pharr Subd.	D4600-00-120-0015-00	$12,250	$9,600	$1,986.14	$229.17
34	T-1306-10-J	Lot 72, Citrus Trails Mobile Home Subd.	C5353-00-000-0072-00	$31,740	$10,200	$1,353.42	$150.38
35	T-1514-10-A	Lot 1, Block 148, Fir Subd.	F3450-00-148-0001-00	$21,280	$9,000	$1,410.20	$141.02
36	T-1687-10-H	Lot 25, Aldamas Subd.	A2655-02-000-0025-00	$32,530	$8,000	$974.40	$64.96
37	T-214-11-A	0.776 acre, more or less, out of Lot 5, Block 17, John Closner Subd.	L2750-00-017-0005-04	$35,900	$11,500	$1,872.64	$197.12
38	T-348-11-I	Lot 16, Block 21, Citrus Bay, Unit No. 2	C4700-00-021-0016-00	$26,590	$20,600	$3,187.98	$354.22
39	T-566-11-A	Lot 11, Block 9, San Patricio Acres	S1100-00-009-0011-00	NA	$7,000	$947.04	$59.19
40	T-854-07-B	Lot 82, Los Ranchitos Subd.	L6360-00-000-0082-00	$17,560	$12,000	$778.64	$97.33
41	T-164-07-F	The West 165 ft. of the East 693, Farm Tract 339, West Tract	W3800-00-339-0000-02	$50,430	$20,000	$5,072.76	$543.51

LIBERTY

		Subd.					
42	T-780-06-F	That portion of Lots 1, 2 and 3, lying East of the Southern Pacific Railroad, Block 157, Original Townsite, City of Mission	M5200-00-157-0001-00	$98,610	$28,000	$6,755.00*	$540.40
43	T-639-08-D	Lots 21 and 22, Block 23, Hidalgo Park Estates Subd.	H2650-00-023-0021-00 H2650-00-023-0022-00	$26,940	$16,000	$2,615.60*	$261.56
44	T-2073-09-D	A portion of Lots 2 and 3, Block D, Lying North of Lateral F, Subd. of Porciones 69 and 70, Hidalgo County, Texas according to the map or plat thereof, Recorded in Volume 3, Page 133, Deed Records of Hidalgo County, Texas and being the same property identified on Plaintiffs' tax roll as 7.69 acre tract out of the North Lateral F-2 and 0.44 acre tract South of the North Lateral F-3, Block D, Kelly Pharr Lettered Blocks, Hidalgo County, Texas	K2100-00-00D-0002-02	NA	$99,877.64	$26,803.23*	$3,352.92

***T-780-06-F-Private bid submitted by the City of Mission**

***T-639-08-D-Resubmitting bid from 2013 tax resale to include corrected costs.**

***T-2073-09-D-Private bid submitted by the City of Pharr.**

LINEBARGER

ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-255-93-C; HIDALGO COUNTY, EDCOUCH-ELSA I.S.D. AND CITY OF ELSA VS ALVARO RANGEL

LEGAL DESCRIPTION: Lots 38, 39 and 40, Block 4, Frank A. Smith Addition #5
E5400-00-004-0038-00 & E5400-00-004-0039-00

PROPERTY LOCATION:

JUDGMENT DATE: August 24, 1995

DATE OF TAX SALE: June 7, 2011

YEARS IN JUDGMENT: 1983-1994

SHERIFF'S DEED RECORDED: Aug. 18, 2014

AMOUNT OF JUDGMENT: $16,543.69

DATE OF TAX RESALE: June 3, 2014

COSTS OF SALE: $1,809.00

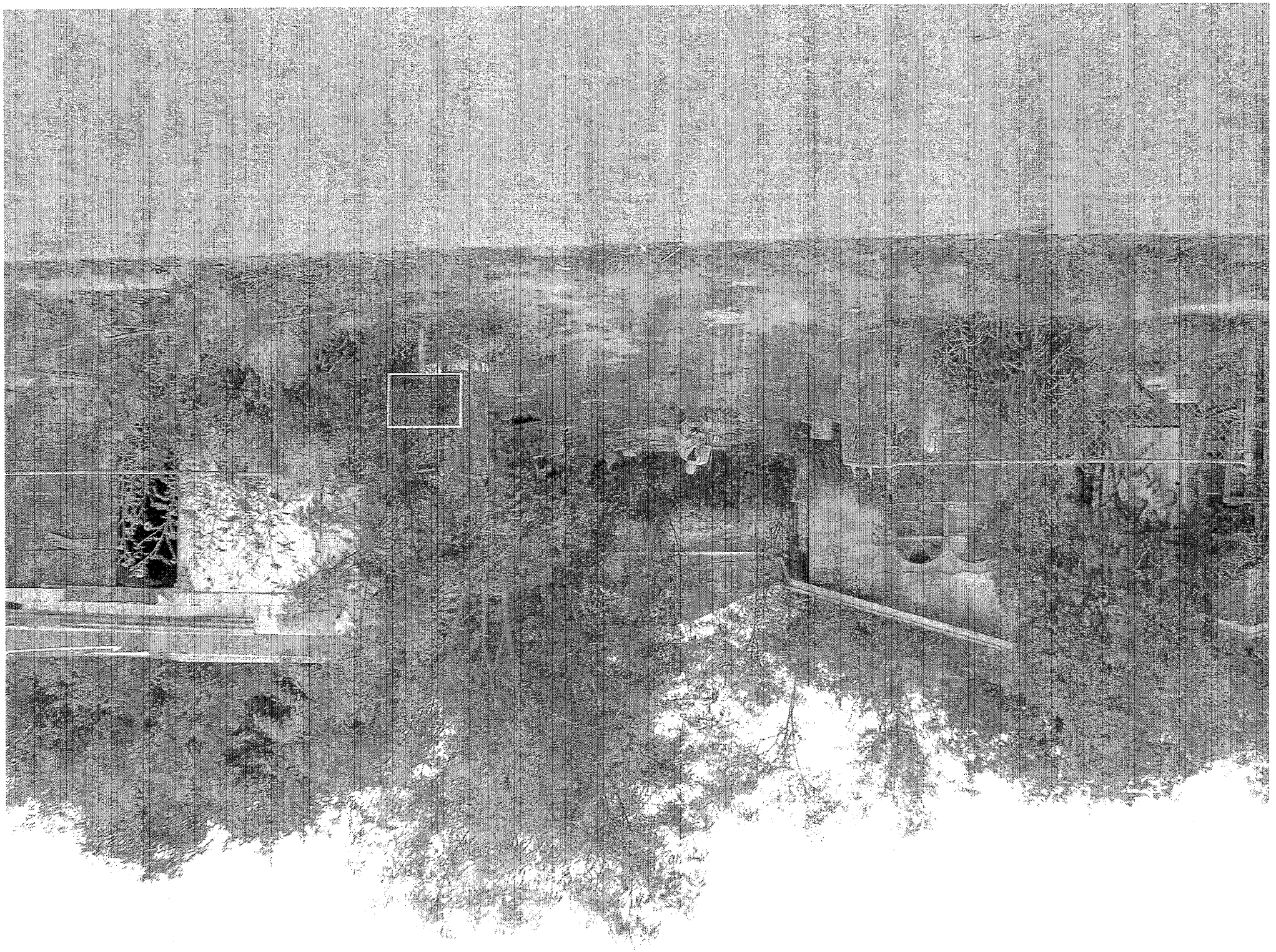
AMOUNT OF BID: $6,900.00

CURRENT APPRAISED VALUE: $40,378.00 **VALUE AT JUDGMENT:** $49,530.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Hidalgo County	$2,530.07	15%	$763.65
Edcouch-Elsa I.S.D.	$8,255.74	50%	$2,545.50
City of Elsa	$4,320.11	26%	$1,323.66
Hidalgo Co. Drain. Dist. No. 1	$1,437.77	9%	$458.19

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Allen Jackson, 500 Greystone Circle, Alamo, Tx. 78516



ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-577-03-A; MERCEDES I.S.D., CITY OF MERCEDES, EDCOUCH-ELSA I.S.D.AND SOUTH TEXAS COLLEGE VS GILBERT LOZANO

LEGAL DESCRIPTION: 2 acres, more or less, situated in the South 10 acres of the East 20 acres out of Farm Tract 1103, Adams Tract Subd.
A0800-200-000-1103-02

PROPERTY LOCATION:

JUDGMENT DATE: December 14, 2008

DATE OF TAX SALE: April 5, 2011

YEARS IN JUDGMENT: 1991-2009

SHERIFF'S DEED RECORDED: June 2, 2011

AMOUNT OF JUDGMENT: $64,350.22

DATE OF TAX RESALE: June 3, 2014

COSTS OF SALE: $996.00

AMOUNT OF BID: $45,000.00

CURRENT APPRAISED VALUE: $120,507.00 **VALUE AT JUDGMENT:** $123,844.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Edcouch-Elsa I.S.D.	$41,002.33	64%	$28,162.56
South Texas I.S.D.	$1,039.13	2%	$880.08
South Texas College	$3,541.18	5%	$2,200.20
Hidalgo County	$16,767.96	26%	$11,441.04
Hidalgo Co. Drain Dist. No. 1	$1,420.09	2%	$880.08
Hidalgo County EMS No .1	$579.53	1%	$440.04

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Land Grabber, LLC, 550 W 3 Mile Line, Palmhurst, Tx. 78573

ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-499-04-D; HIDALGO COUNTY, EDCOUCH-ELSA I.S.D. AND SOUTH TEXAS COLLEGE VS AMCO HOMES, INC. & HI-LO SALES, INC.

LEGAL DESCRIPTION: 1.0 acre, more or less, out of the South 4.22 acres of a 8.44 acre tract out of Farm Tract 595, West Tract Subd.

W3800-00-595-0000-07

PROPERTY LOCATION:

JUDGMENT DATE: February 9, 2006

DATE OF TAX SALE: October 5, 2010

YEARS IN JUDGMENT: 1987-2005

SHERIFF'S DEED RECORDED: Jan. 7, 2011

AMOUNT OF JUDGMENT: $41,853.92

DATE OF TAX RESALE: June 3, 2014

COSTS OF SALE: $1,891.00

AMOUNT OF BID: $5,000.00

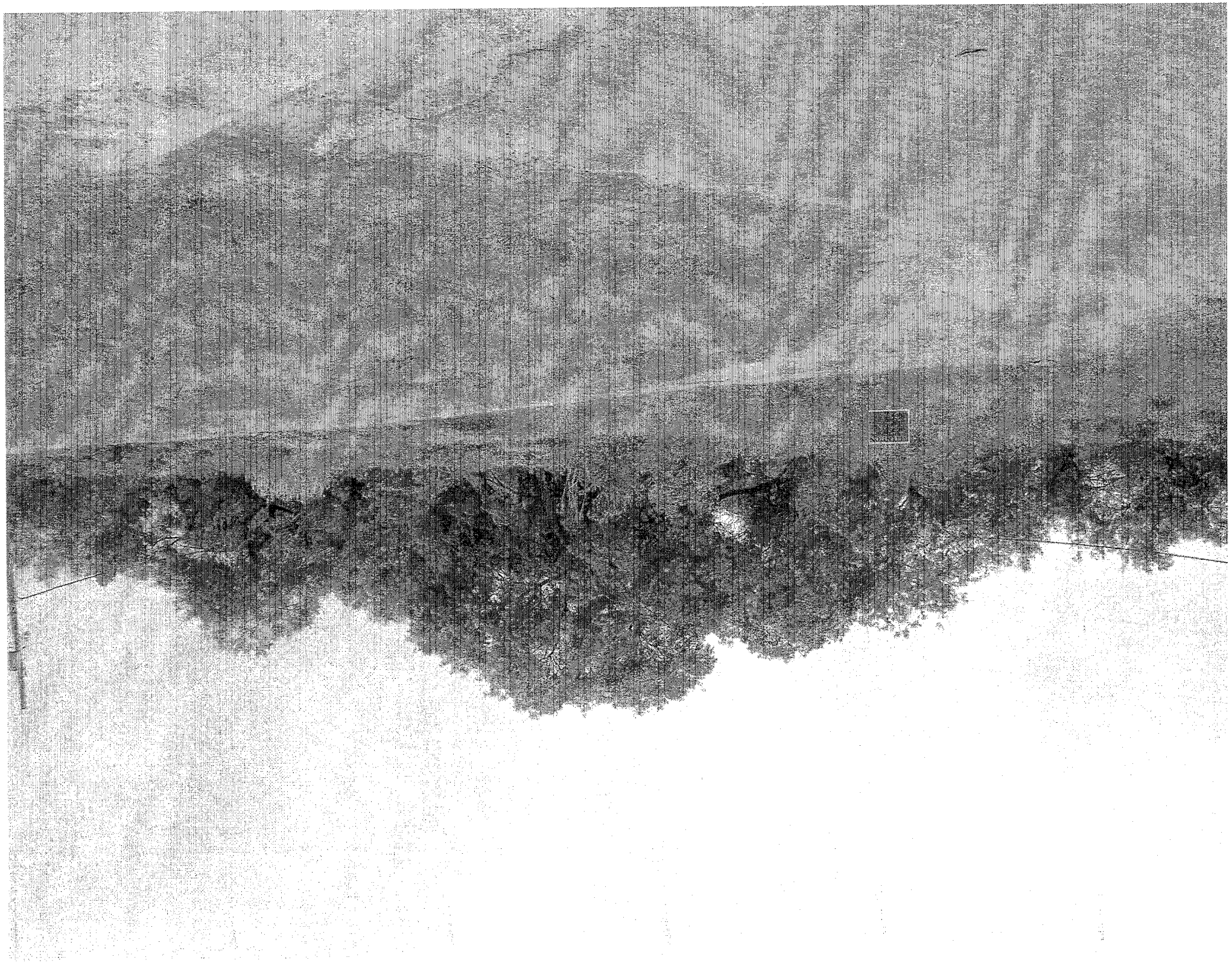
CURRENT APPRAISED VALUE: $26,919.00

VALUE AT JUDGMENT: $63,149.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Edcouch-Elsa I.S.D.	$29,774.63	71%	$2,207.39
South Texas College	$1,959.33	5%	$155.45
Hidalgo County	$8,988.54	22%	$683.98
South Texas I.S.D.	$577.83	1%	$31.09
Hidalgo Co. Drain. Dist. No. 1	$553.59	1%	$31.09

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Eduardo De Leon, 3401 Del Norte, Mission, Tx. 78574



ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-055-07-A; EDCOUCH-ELSA I.S.D., CITY OF ELSA AND SOUTH TEXAS COLLEGE VS MARCOS CASTILLO

LEGAL DESCRIPTION: Lots 19, 20 and 21, Block 4, L. D. Morgan Subd.
L0050-00-004-0019-00

PROPERTY LOCATION:

JUDGMENT DATE: March 27, 2013

DATE OF TAX SALE: September 3, 2013

YEARS IN JUDGMENT: 1993-2012

SHERIFF'S DEED RECORDED: Nov. 12, 2013

AMOUNT OF JUDGMENT: $25,243.32

DATE OF TAX RESALE: June 3, 2014

COSTS OF SALE: $2,918.00

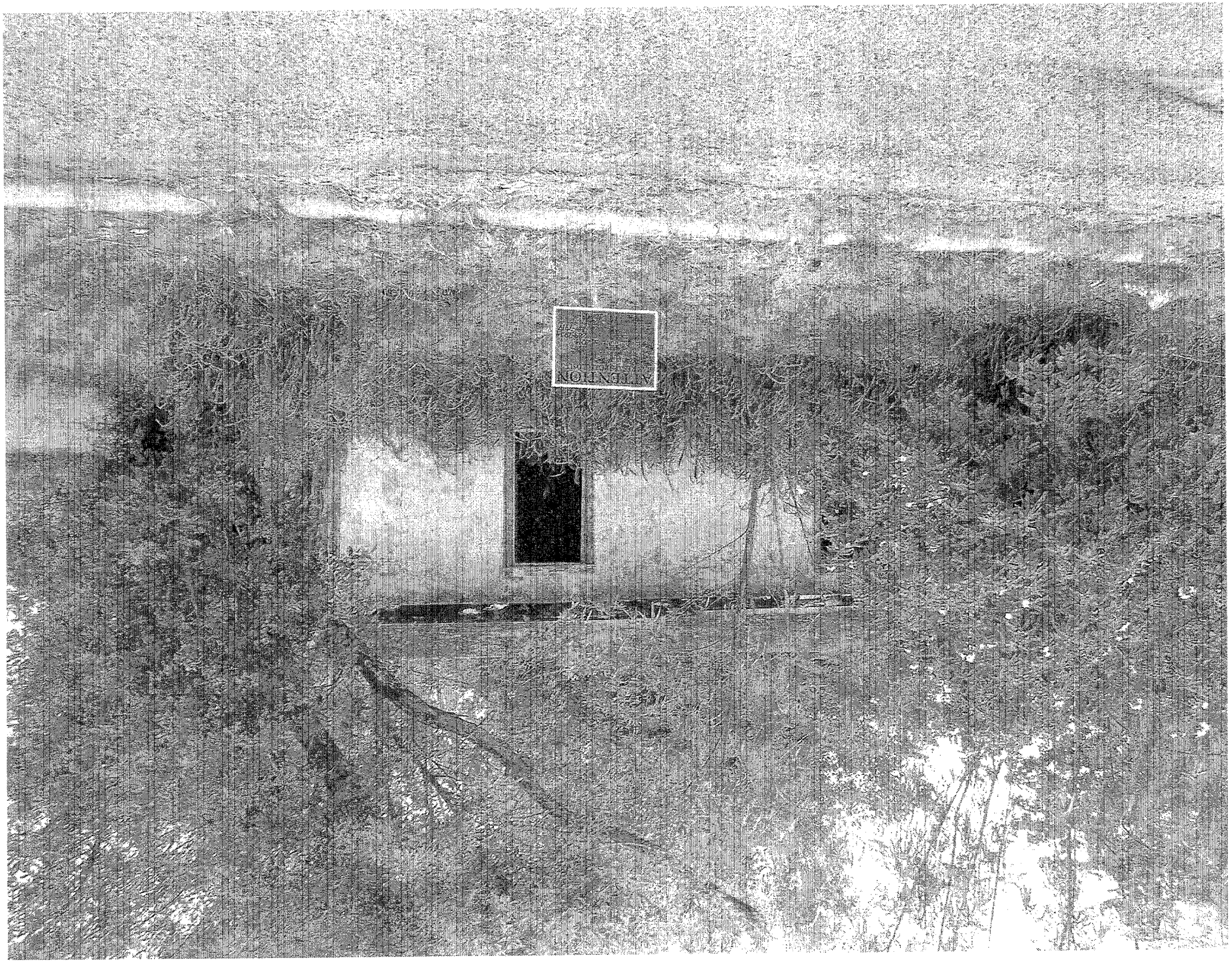
AMOUNT OF BID: $9,000.00

CURRENT APPRAISED VALUE: $18,563.00 **VALUE AT JUDGMENT:** $18,563.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Edcouch-Elsa I.S.D.	$12,936.21	51%	$3,101.82
City of Elsa	$5,954.28	24%	$1,459.68
South Texas I.S.D.	$310.83	1%	$60.82
Hidalgo Co. EMS No. 2	$219.46	1%	$60.82
South Texas College	$915.41	4%	$243.28
Hidalgo County	$4,453.45	18%	$1,094.76
Hidalgo Co. Drain. Dist. No. 1	$363.68	1%	$60.82

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Allen Jackson, 500 Greystone Circle, Alamo, TX. 78516


ATTENTION

ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-841-91-A & T-1309-07-G; EDINBURG C.I.S.D., SANTA CRUZ IRRIGATION DISTRICT NO. 15 AND SOUTH TEXAS COLLEGE VS ROSA MARIA MARTINEZ

LEGAL DESCRIPTION: 2.50 acres, more or less, out of Lot 17, Block 5, Santa Cruz Gardens Subd., Unit 3

S1700-03-005-0017-21

PROPERTY LOCATION:

JUDGMENT DATE: March 27, 2008

DATE OF TAX SALE: April 3, 2012

YEARS IN JUDGMENT: 1987-2008

SHERIFF'S DEED RECORDED: May 24, 2012

AMOUNT OF JUDGMENT: $48,231.73

DATE OF TAX RESALE: June 3, 2014

COSTS OF SALE: $1,870.00

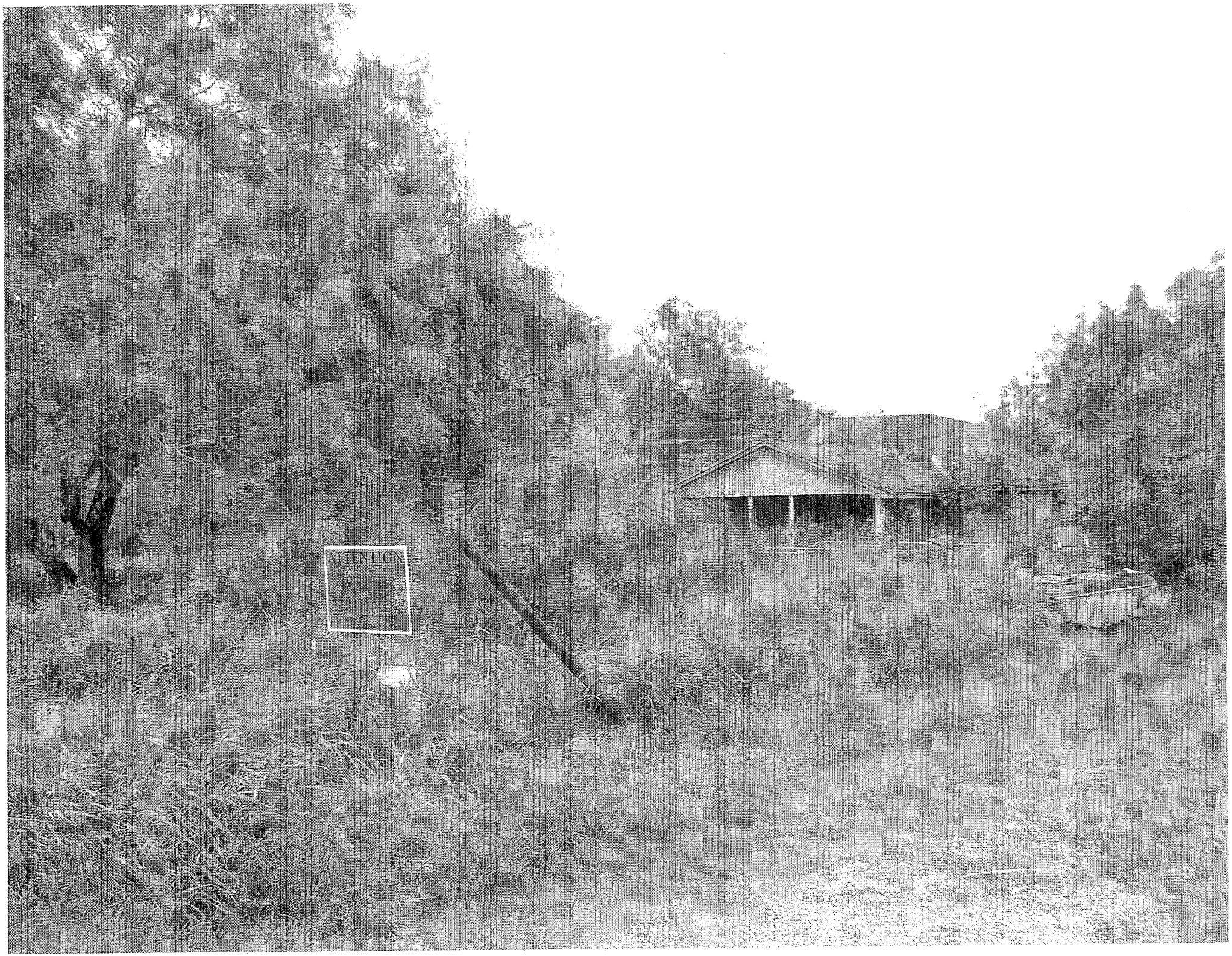
AMOUNT OF BID: $11,000.00

CURRENT APPRAISED VALUE: $78,516.00 **VALUE AT JUDGMENT:** $78,565.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Edinburg C.I.S.D.	$27,462.77	57%	$5,204.10
Santa Cruz Irrig. Dist.	$3,358.75	7%	$639.10
South Texas College	$1,457.52	3%	$273.90
South Texas I.S.D.	$1,020.22	2%	$182.60
Hidalgo County	$11,963.21	25%	$2,282.50
Hidalgo Co. Drain. Dist. No. 1	$2,498.45	5%	$456.50
Hidalgo Co. EMS Dist. No. 3	$460.95	1%	$91.30
Hidalgo Co. Road Dist. No. 15	$9.86	0%	$0.00

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Allen Jackson, 500 Greystone Circle, Alamo, Tx. 78516


ATTENTION

ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-398-05-B; EDINBURG C.I.S.D., CITY OF EDINBURG AND SOUTH TEXAS COLLEGE VS ALFONZO HERNANDEZ

LEGAL DESCRIPTION: Lot 2, Block 4, Pan American Terrace Subd.
P3200-00-004-0002-00

PROPERTY LOCATION: 1604 Montreal

JUDGMENT DATE: March 13, 2013

DATE OF TAX SALE: July 2, 2013

YEARS IN JUDGMENT: 1991-2012

SHERIFF'S DEED RECORDED: Sept. 30, 2013

AMOUNT OF JUDGMENT: $58,585.69

DATE OF TAX RESALE: June 3, 2014

COSTS OF SALE: $2,694.00

AMOUNT OF BID: $18,000.00

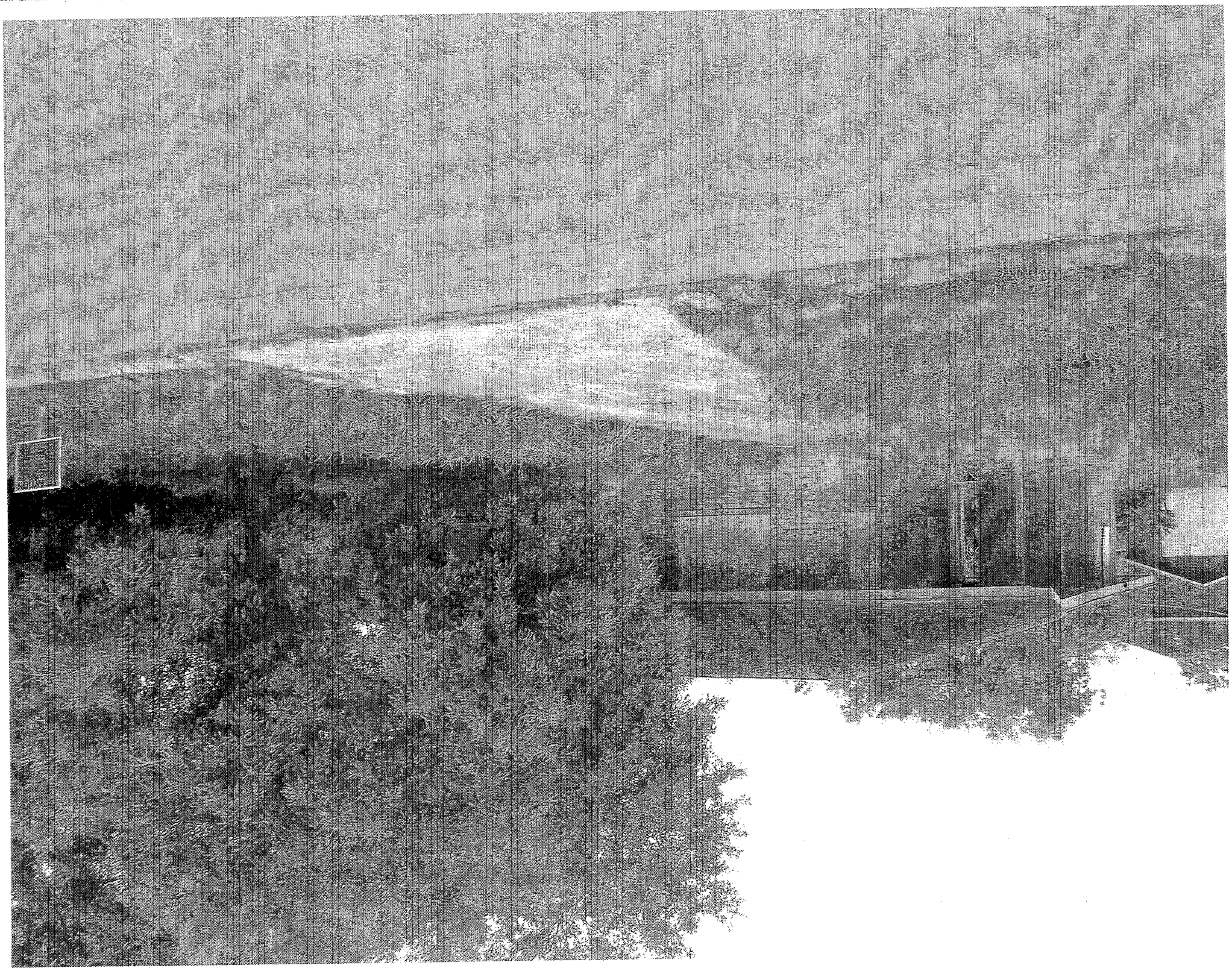
CURRENT APPRAISED VALUE: $39,087.00

VALUE AT JUDGMENT: $39,123.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Edinburg C.I.S.D.	$29,199.82	50%	$7,653.00
City of Edinburg	$13,550.05	23%	$3,520.38
City of Edinburg (mowing liens)	$945.70	1%	$153.06
South Texas College	$2,052.82	4%	$612.24
South Texas I.S.D.	$843.85	1%	$153.06
Hidalgo County	$10,673.43	19%	$2,908.14
Hidalgo Co. Drain. Dist. No. 1	$1,314.59	2%	$306.12
Hidalgo Co. Road Dist. No. 15	$5.43	0%	$0.00

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Ampris Properties, P. O. Box 2822, Elsa, Tx. 78543



ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-320-09-F; EDINBURG C.I.S.D., SANTA CRUZ IRRIGATION DISTRICT NO. 15 AND SOUTH TEXAS COLLEGE VS PAUL TOUNGATE, DEC'D

LEGAL DESCRIPTION: The East 2.5 acres, of the West 5 acres of the West 37.5 acres of that certain 75.33 acres, Brazil Tract.

B4025-00-160-0000-09

PROPERTY LOCATION:

JUDGMENT DATE: June 27, 2013

DATE OF TAX SALE: September 3, 2013

YEARS IN JUDGMENT: 1984-2012

SHERIFF'S DEED RECORDED: Nov. 12, 2013

AMOUNT OF JUDGMENT: $29,553.85

DATE OF TAX RESALE: June 3, 2014

COSTS OF SALE: $3,275.00

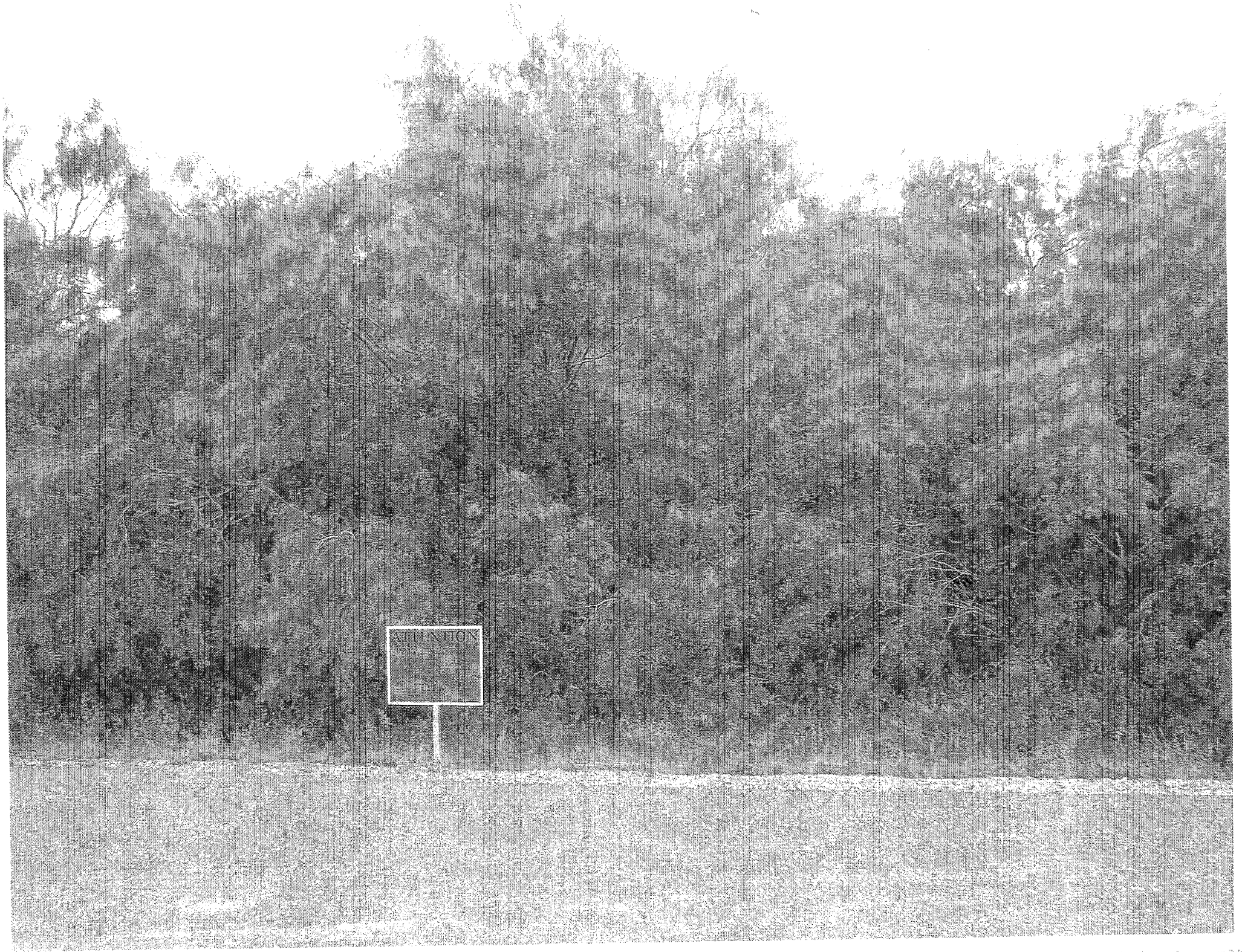
AMOUNT OF BID: $7,000.00

CURRENT APPRAISED VALUE: $35,633.00 **VALUE AT JUDGMENT:** $35,633.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Edinburg C.I.S.D.	$16,081.64	54%	$2,011.50
South Texas I.S.D.	$487.85	2%	$74.50
Santa Cruz Irrigation Dist.	$4,863.48	17%	$633.25
South Texas College	$1,029.74	3%	$111.75
Hidalgo County	$5,932.36	20%	$745.00
Hidalgo Co. Drain. Dist. No. 1	$937.06	3%	$111.75
Hidalgo Co. EMS No. 3	$205.83	1%	$37.25
Hidalgo Co. Road Dist. No. 15	$15.89	0%	$0.00

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Frank Coronado, 1323 S. 16th Ave., Edinburg, Tx. 78539


ATTENTION

ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-2769-09-E; EDINBURG C.I.S.D., CITY OF EDINBURG AND SOUTH TEXAS COLLEGE VS ATANACIO GARZA

LEGAL DESCRIPTION: Lot 1 and the West 30 ft. of Lot 2, Block 101, Original Townsite, City of Edinburg

E3300-00-101-0001-05

PROPERTY LOCATION:

JUDGMENT DATE: February 23, 2012

DATE OF TAX SALE: May 7, 2013

YEARS IN JUDGMENT: 2002-2011

SHERIFF'S DEED RECORDED: July 16, 2013

AMOUNT OF JUDGMENT: $33,294.87

DATE OF TAX RESALE: June 3, 2014

COSTS OF SALE: $2,374.00

AMOUNT OF BID: $21,000.00

CURRENT APPRAISED VALUE: $122,878.00

VALUE AT JUDGMENT: $125,779.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Edinburg C.I.S.D.	$13,110.07	39%	$7,264.14
City of Edinburg	$7,379.63	22%	$4,097.72
South Texas I.S.D.	$467.53	1%	$186.26
South Texas College	$1,530.01	5%	$931.30
Hidalgo County	$9,910.63	30%	$5,587.80
Hidalgo Co. Drain. Dist. No. 1	$897.00	3%	$558.78

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Gloria Brady, P. O. Box 663, Hidalgo, Tx. 78557

ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-1198-10-B; EDINBURG C.I.S.D., CITY OF EDINBURG AND SOUTH TEXAS COLLEGE VS BENEFIT LIFE INSURANCE CO.

LEGAL DESCRIPTION: A 20.7739 acre tract of land, more or less, out of Lot F, Santa Cruz Ranch Subd., SAVE & EXCEPT 0.7739 of an acre out of a 20.7739 acre tract of land of Lot F, Santa Cruz Ranch. Subd.

S1600-00-001-0005-15 & S1600-00-001-0005-21

PROPERTY LOCATION:

JUDGMENT DATE: March 27, 2013

DATE OF TAX SALE: July 2, 2013

YEARS IN JUDGMENT: 1996-2012

SHERIFF'S DEED RECORDED: Sept. 30, 2013

AMOUNT OF JUDGMENT: $705,497.88

DATE OF TAX RESALE: June 3, 2014

COSTS OF SALE: $3,464.00

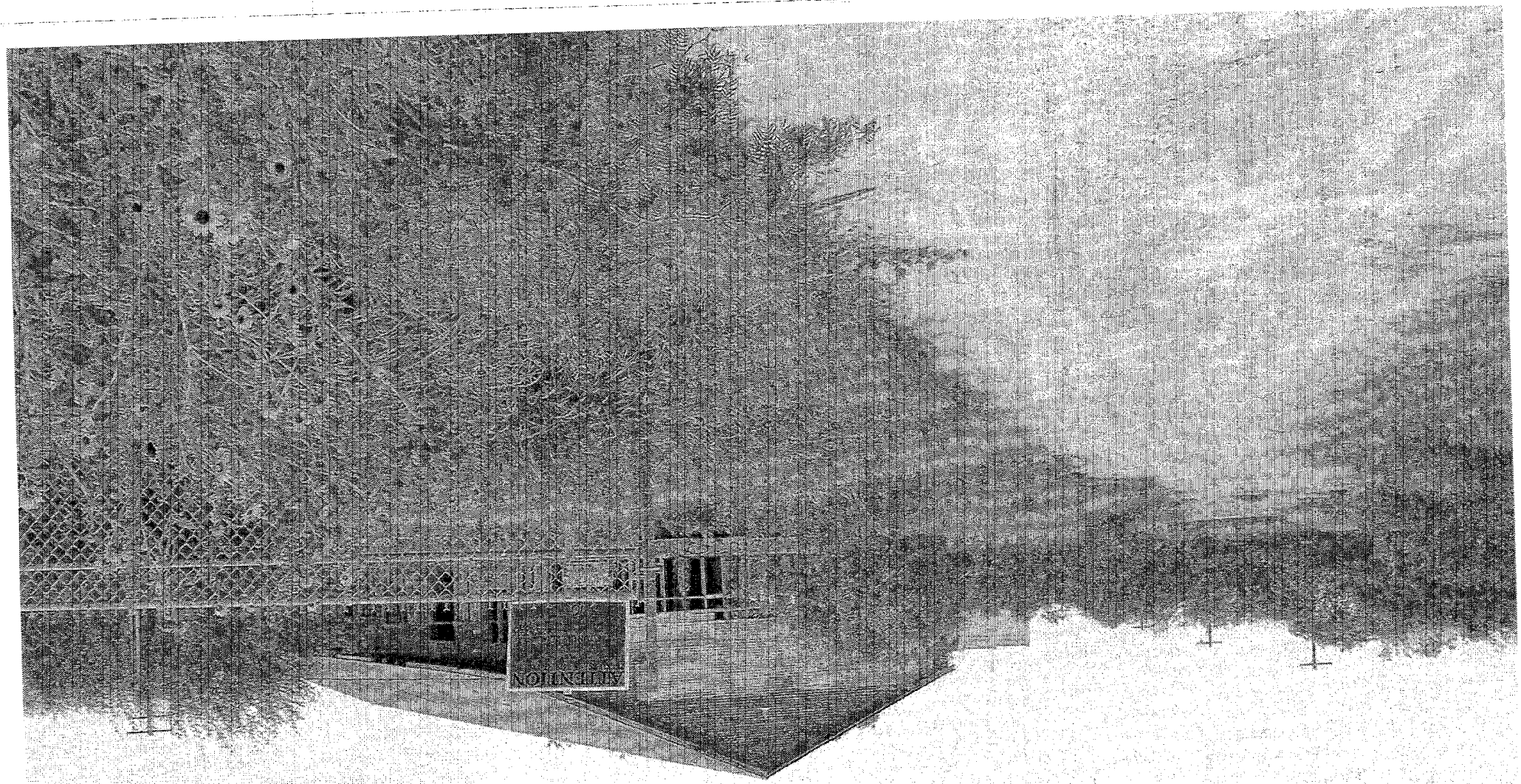
AMOUNT OF BID: $200,000.00

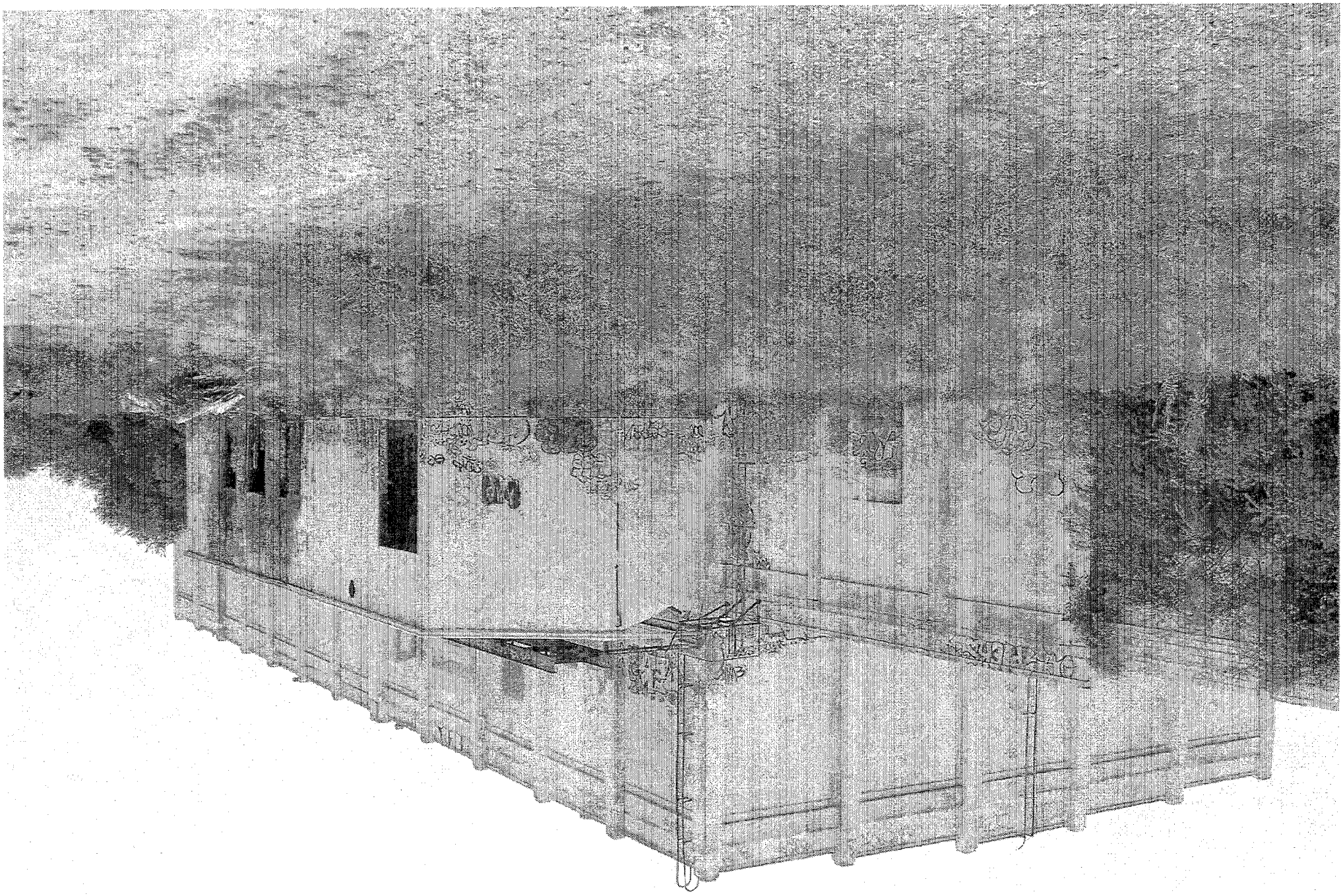
CURRENT APPRAISED VALUE: $343,646.00 **VALUE AT JUDGMENT:** $322,110.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Edinburg C.I.S.D.	$374,500.41	53%	$104,164.08
City of Edinburg	$160,589.45	23%	$45,203.28
South Texas I.S.D.	$9,930.86	1%	$1,965.36
South Texas College	$28,473.55	4%	$7,861.44
Hidalgo County	$121,485.28	17%	$33,411.12
Hidalgo Co. Drain. Dist. No. 1	$10,518.33	2%	$3,930.72

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Ice House Ranch, LLC, 3910 W. Freddy Gonzalez Dr., Edinburg, Tx. 78539


ATTENTION



ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-438-11-J; EDINBURG C.I.S.D., CITY OF EDINBURG AND SOUTH TEXAS COLLEGE VS MARILYN DE LEON

LEGAL DESCRIPTION: Lots 1, 2, 3 and 4, Highland Park Subd., addition to City of Edinburg H3150-00-000-0001-00, H3150-00-000-0002-00, H3150-00-000-0003-00 & H3150-00-000-0004-00

PROPERTY LOCATION:

JUDGMENT DATE: March 15, 2012

DATE OF TAX SALE: February 5, 2013

YEARS IN JUDGMENT: 2006-2011

SHERIFF'S DEED RECORDED: July 7, 2013

AMOUNT OF JUDGMENT: $106,302.60

DATE OF TAX RESALE: June 3, 2014

COSTS OF SALE: $4,804.00

AMOUNT OF BID: $52,000.00

CURRENT APPRAISED VALUE: $359,735.00 **VALUE AT JUDGMENT:** $373,922.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Edinburg C.I.S.D.	$50,452.83	47%	$22,182.12
City of Edinburg	$25,324.67	24%	$11,327.04
South Texas I.S.D.	$1,819.74	2%	$943.92
South Texas College	$5,846.43	6%	$2,831.76
Hidalgo County	$20,664.74	19%	$8,967.24
Hidalgo Co. Drain. Dist. No. 1	$2,194.19	2%	$943.92

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Glenn R. Sohl,

La Parrilla
Restaurant
383-9066
PO KCH
ATTENTION

ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-1855-11-B; EDINBURG C.I.S.D., CITY OF EDINBURG AND SOUTH TEXAS COLLEGE VS PIOQUINTO GARZA

LEGAL DESCRIPTION: 5.00 acres, more or less, out of Lots 1, 2, 3, 4 and 5, Block 46, Santa Cruz Gardens, Unit No. 2

S1700-02-046-0001-02

PROPERTY LOCATION:

JUDGMENT DATE: March 27, 2013

DATE OF TAX SALE: March 4, 2014

YEARS IN JUDGMENT: 1989-2012

SHERIFF'S DEED RECORDED: NA

AMOUNT OF JUDGMENT: $36,744.06

DATE OF TAX RESALE: June 3, 2014

COSTS OF SALE: $1,898.00

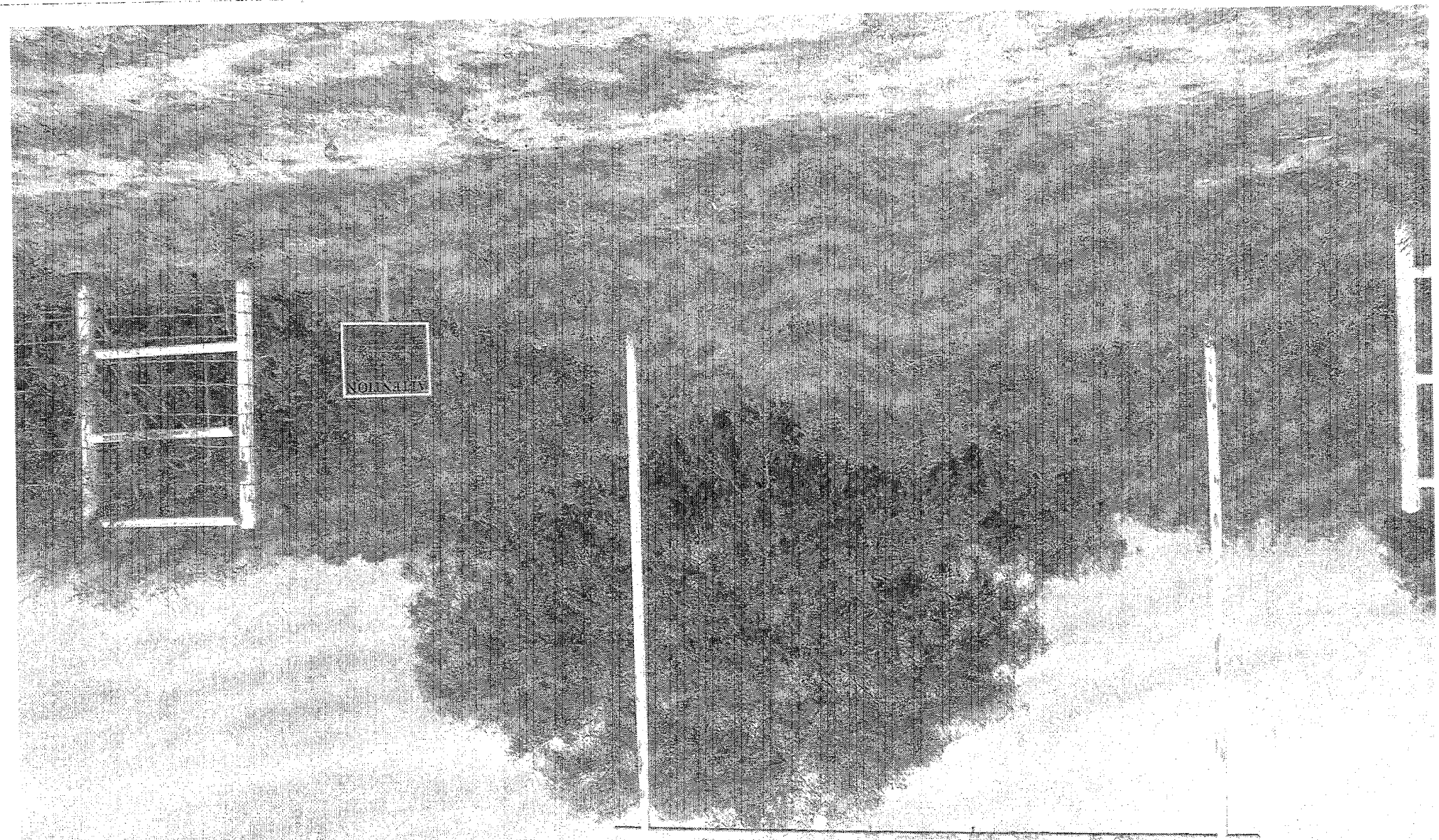
AMOUNT OF BID: $10,000.00

CURRENT APPRAISED VALUE: $64,000.00 **VALUE AT JUDGMENT:** $64,000.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Edinburg C.I.S.D.	$15,721.38	43%	$3,483.86
City of Edinburg	$7,012.87	19%	$1,539.38
South Texas I.S.D.	$449.61	1%	$81.02
South Texas College	$1,476.14	4%	$324.08
Hidalgo County	$4,778.79	13%	$1,053.26
Hidalgo Co. Drain. Dist. No. 1	$473.49	1%	$81.02
Santa Cruz Irrig. Dist. No. 15	$6,831.78	19%	$1,539.38

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Texas Regional Bank, custodian for Dana Guerra Roth


ATTENTION

ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-2026-11-B; EDINBURG C.I.S.D., CITY OF EDINBURG AND SOUTH TEXAS COLLEGE VS OSCAR GALVAN

LEGAL DESCRIPTION: Lots 1 and 2, Block 10, Buena Vista, an addition to the City of Edinburg
B5050-00-010-0001-00

PROPERTY LOCATION:

JUDGMENT DATE: September 25, 2013

DATE OF TAX SALE: December 3, 2013

YEARS IN JUDGMENT: 1991-2012

SHERIFF'S DEED RECORDED: Jan. 28, 2014

AMOUNT OF JUDGMENT: $46,206.73

DATE OF TAX RESALE: June 3, 2014

COSTS OF SALE: $1,841.00

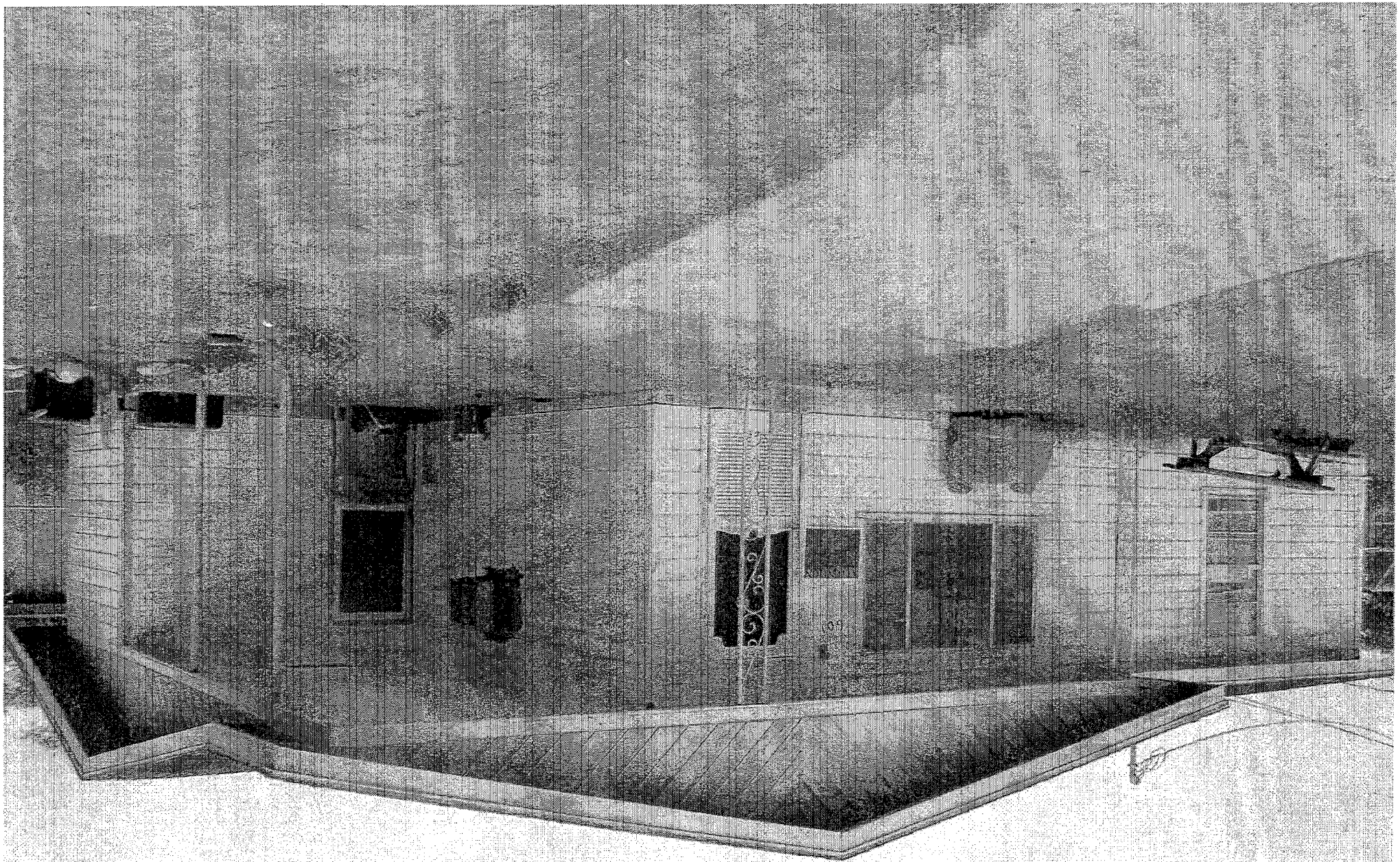
AMOUNT OF BID: $27,500.00

CURRENT APPRAISED VALUE: $38,852.00 **VALUE AT JUDGMENT:** $39,649.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Edinburg C.I.S.D.	$19,005.67	41%	$10,520.19
City of Edinburg	$12,470.85	27%	$6,927.93
South Texas I.S.D.	$833.81	2%	$513.18
South Texas College	$2,057.83	4%	$1,026.36
Hidalgo County	$10,542.70	23%	$5,901.57
Hidalgo Co. Drain. Dist. No. 1	$1,291.03	3%	$769.77
Hidalgo Co. Road Dist. No. 15	$4.84	0%	$0.00

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Allen Jackson, 500 Greystone Circle, Alamo, Tx. 78516



ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-2393-12-C; EDINBURG C.I.S.D. AND SOUTH TEXAS COLLEGE VS JACK BURHOLDER, DEC'D

LEGAL DESCRIPTION: Tr. 1: Lot 'A', Hoehn Drive Subd.
H3830-00-000-000A-00

PROPERTY LOCATION:

JUDGMENT DATE: October 28, 2013

DATE OF TAX SALE: March 4, 2014

YEARS IN JUDGMENT: 1995-2012

SHERIFF'S DEED RECORDED: NA

AMOUNT OF JUDGMENT: $70,244.15

DATE OF TAX RESALE: June 3, 2013

COSTS OF SALE: $2,170.00

AMOUNT OF BID: $35,500.00

CURRENT APPRAISED VALUE: $197,547.00 **VALUE AT JUDGMENT:** $197,547.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Edinburg C.I.S.D.	$45,167.65	64%	$21,331.20
South Texas I.S.D.	$1,365.34	2%	$666.60
South Texas College	$4,055.03	6%	$1,999.80
Hidalgo County	$17,534.61	25%	$8,332.50
Hidalgo Co. Drain. Dist. No. 1	$1,684.98	2%	$666.60
Hidalgo Co. EMS No. 3	$466.54	1%	$333.30

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: 3 MIP, LLC, P.O. Box 1881, Pharr, Tx. 78577

ATTENTION
TAX RESALE FORECLOSURE
JUNE 3, 2014
289-7934
7917
14

ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-2393-12-C; EDINBURG C.I.S.D. AND SOUTH TEXAS COLLEGE VS JACK BURHOLDER, DEC'D

LEGAL DESCRIPTION: Tr. 2: Lot 'B', Hoehn Drive Subd.
H3830-00-000-000B-00

PROPERTY LOCATION:

JUDGMENT DATE: October 28, 2013

DATE OF TAX SALE: March 4, 2014

YEARS IN JUDGMENT: 1995-2012

SHERIFF'S DEED RECORDED: NA

AMOUNT OF JUDGMENT: $70,244.15

DATE OF TAX RESALE: June 3, 2013

COSTS OF SALE: $2,170.00

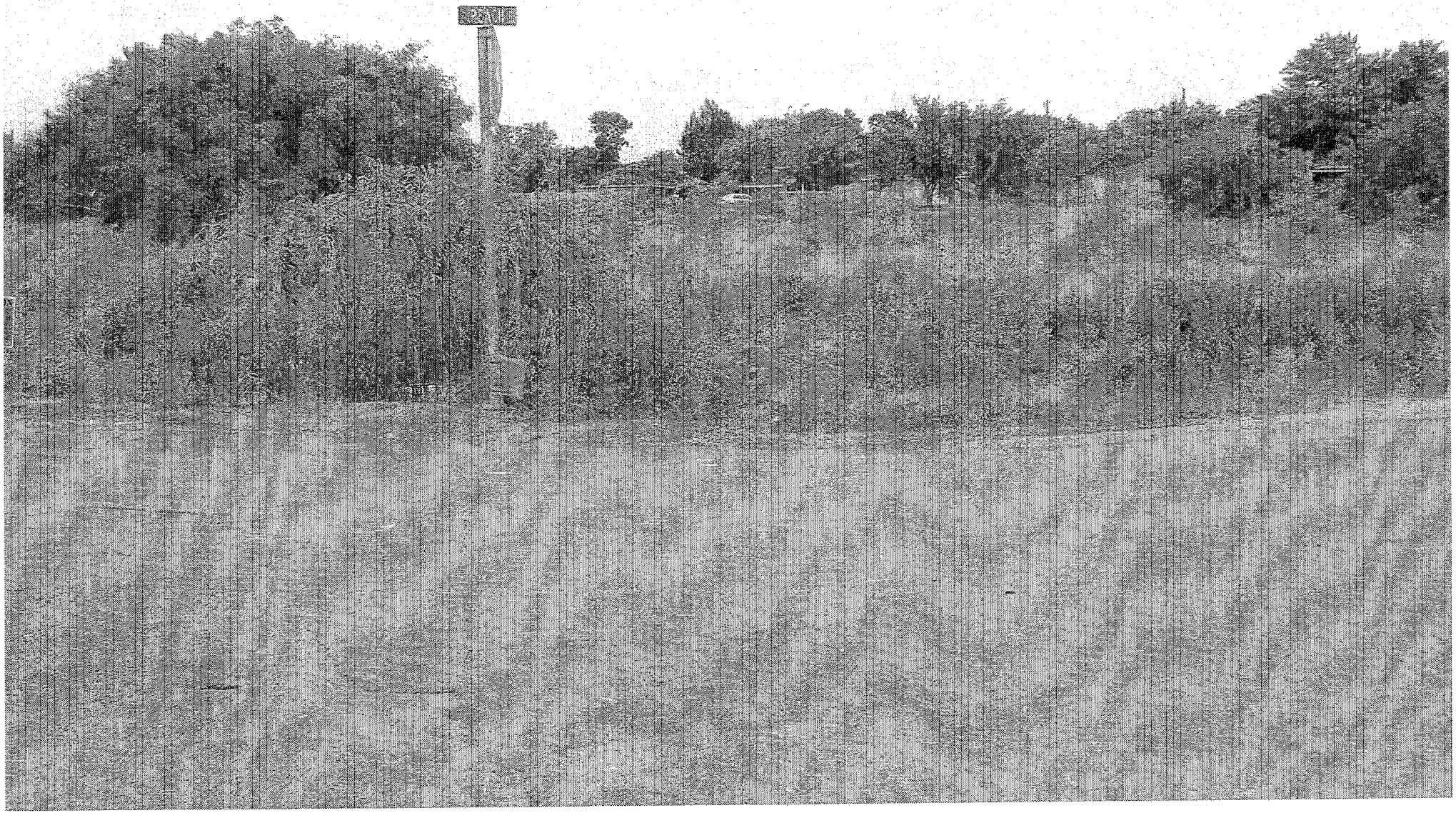
AMOUNT OF BID: $41,000.00

CURRENT APPRAISED VALUE: $197,547.00 **VALUE AT JUDGMENT:** $197,547.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Edinburg C.I.S.D.	$45,167.65	64%	$24,851.20
South Texas I.S.D.	$1,365.34	2%	$776.60
South Texas College	$4,055.03	6%	$2,329.80
Hidalgo County	$17,534.61	25%	$9,707.50
Hidalgo Co. Drain. Dist. No. 1	$1,684.98	2%	$776.60
Hidalgo Co. EMS No. 3	$466.54	1%	$388.30

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: David E. Chapa, 6907 Vista Bonita Dr., Edinburg, Tx.



ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-577-03-A; MERCEDES I.S.D., CITY OF MERCEDES, EDCOUCH-ELSA I.S.D. AND SOUTH TEXAS COLLEGE VS GILBERT LOZANO

LEGAL DESCRIPTION: Lots 3 and 4, Valle De Palmas Subd., Unit 1
V0575-01-000-0003-00 & V0575-01-000-0004-00

PROPERTY LOCATION:

JUDGMENT DATE: December 14, 2010

DATE OF TAX SALE: April 5, 2011

YEARS IN JUDGMENT: 1987-2009

SHERIFF'S DEED RECORDED: June 2, 2011

AMOUNT OF JUDGMENT: $40,297.55

DATE OF TAX RESALE: June 3, 2014

COSTS OF SALE: $996.00

AMOUNT OF BID: $9,500.00

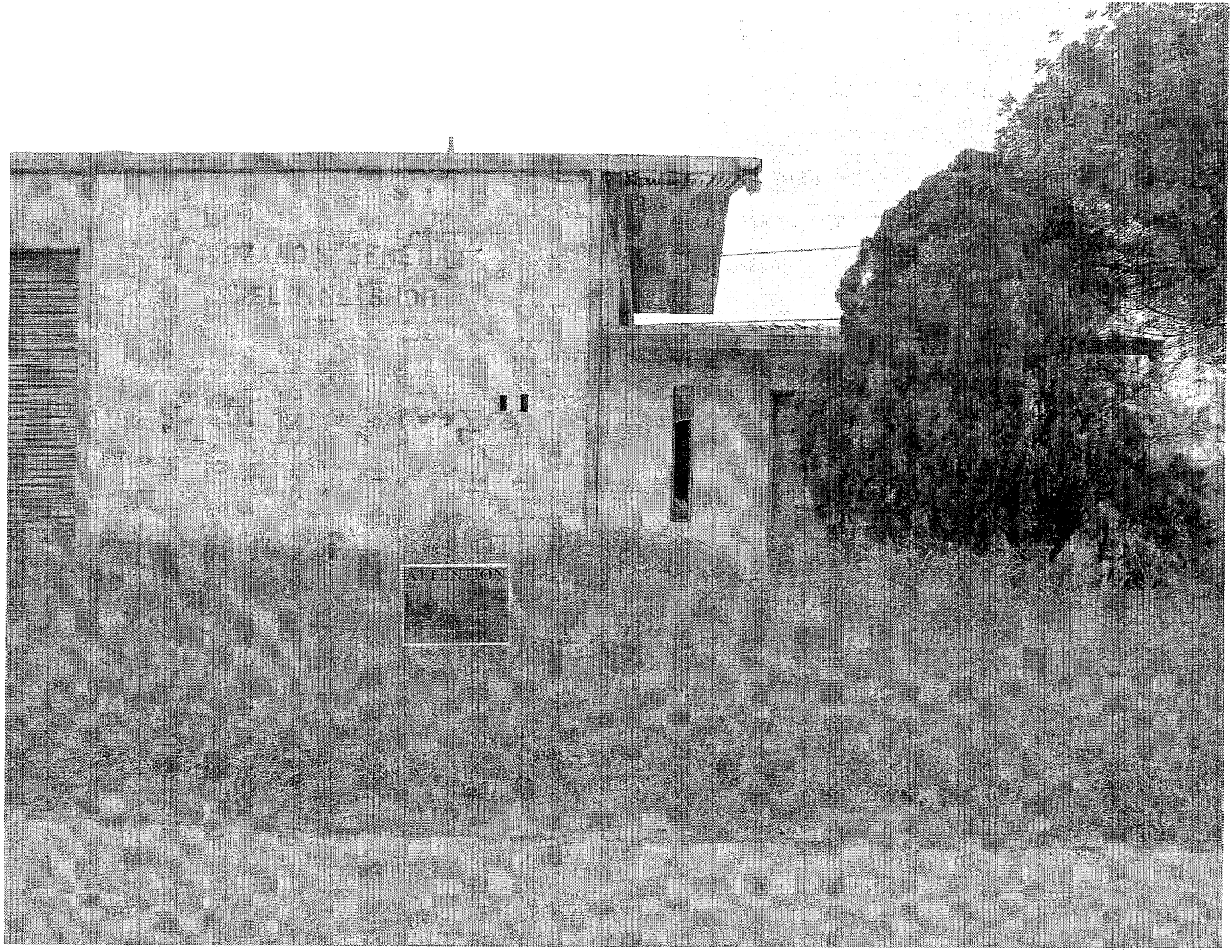
CURRENT APPRAISED VALUE: $42,507.00

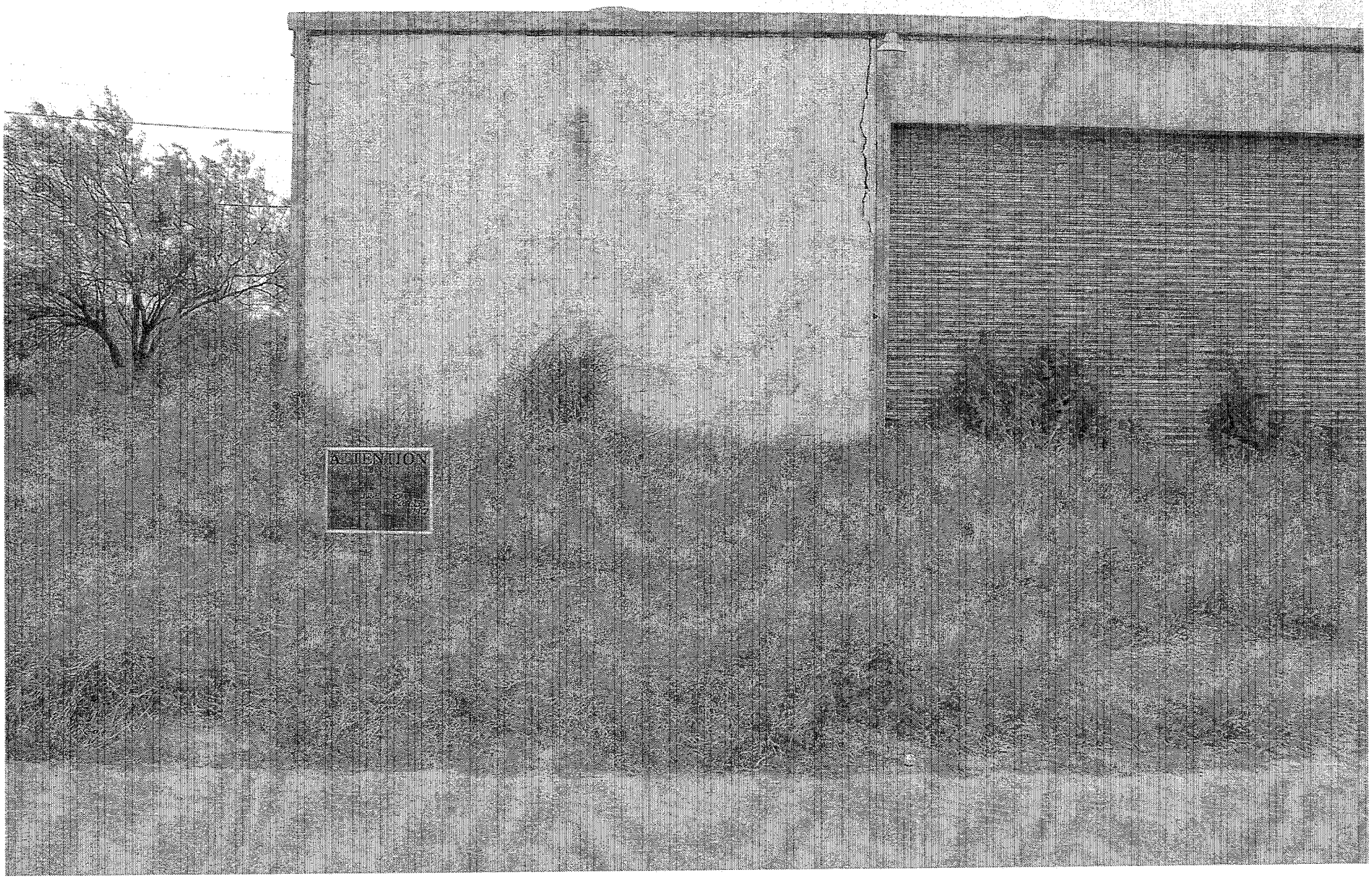
VALUE AT JUDGMENT: $50,494.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Mercedes I.S.D.	$19,297.52	48%	$4,081.92
City of Mercedes	$11,559.59	29%	$2,466.16
South Texas I.S.D.	$512.60	1%	$85.04
South Texas College	$1,659.29	4%	$340.16
Hidalgo County	$6,848.23	17%	$1,445.68
Hidalgo Co. Drain. Dist. No. 1	$580.35	1%	$85.04

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Prisella Elizondo/Ampris Properties, P. O. Box 2822, Elsa, Tx. 78543


ATTENTION


ATTENTION

ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-577-03-A; MERCEDES I.S.D., CITY OF MERCEDES, EDCOUCH-ELSA I.S.D. AND SOUTH TEXAS COLLEGE VS GILBERT LOZANO

LEGAL DESCRIPTION: Lot 5, Valle De Palmas Subd., Unit 1
V0575-01-000-0005-00

PROPERTY LOCATION:

JUDGMENT DATE: December 14, 2010

DATE OF TAX SALE: April 5, 2011

YEARS IN JUDGMENT: 1987-2009

SHERIFF'S DEED RECORDED: June 2, 2011

AMOUNT OF JUDGMENT: $9,184.97

DATE OF TAX RESALE: June 3, 2014

COSTS OF SALE: $996.00

AMOUNT OF BID: $3,700.00

CURRENT APPRAISED VALUE: $8,463.00 **VALUE AT JUDGMENT:** $15,113.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Mercedes I.S.D.	$4,591.58	50%	$1,352.00
City of Mercedes	$2,678.36	29%	$784.16
South Texas I.S.D.	$101.81	1%	$27.04
South Texas College	$336.98	4%	$108.16
Hidalgo County	$1,358.41	15%	$405.60
Hidalgo Co. Drain. Dist. No. 1	$117.82	1%	$27.04

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Realtyme, LLC, 1226 Dick Bay Dr., Dickinson, Tx. 77539

NOT A LIFT

ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-577-03-A; MERCEDES I.S.D., CITY OF MERCEDES, EDCOUCH-ELSA I.S.D. AND SOUTH TEXAS COLLEGE VS GILBERT LOZANO

LEGAL DESCRIPTION: Lot 6, Valle De Palmas Subd., Unit 1
V0575-01-000-0006-00

PROPERTY LOCATION:

JUDGMENT DATE: December 14, 2010

DATE OF TAX SALE: April 5, 2011

YEARS IN JUDGMENT: 1987-2009

SHERIFF'S DEED RECORDED: June 2, 2011

AMOUNT OF JUDGMENT: $16,785.61

DATE OF TAX RESALE: June 3, 2014

COSTS OF SALE: $996.00

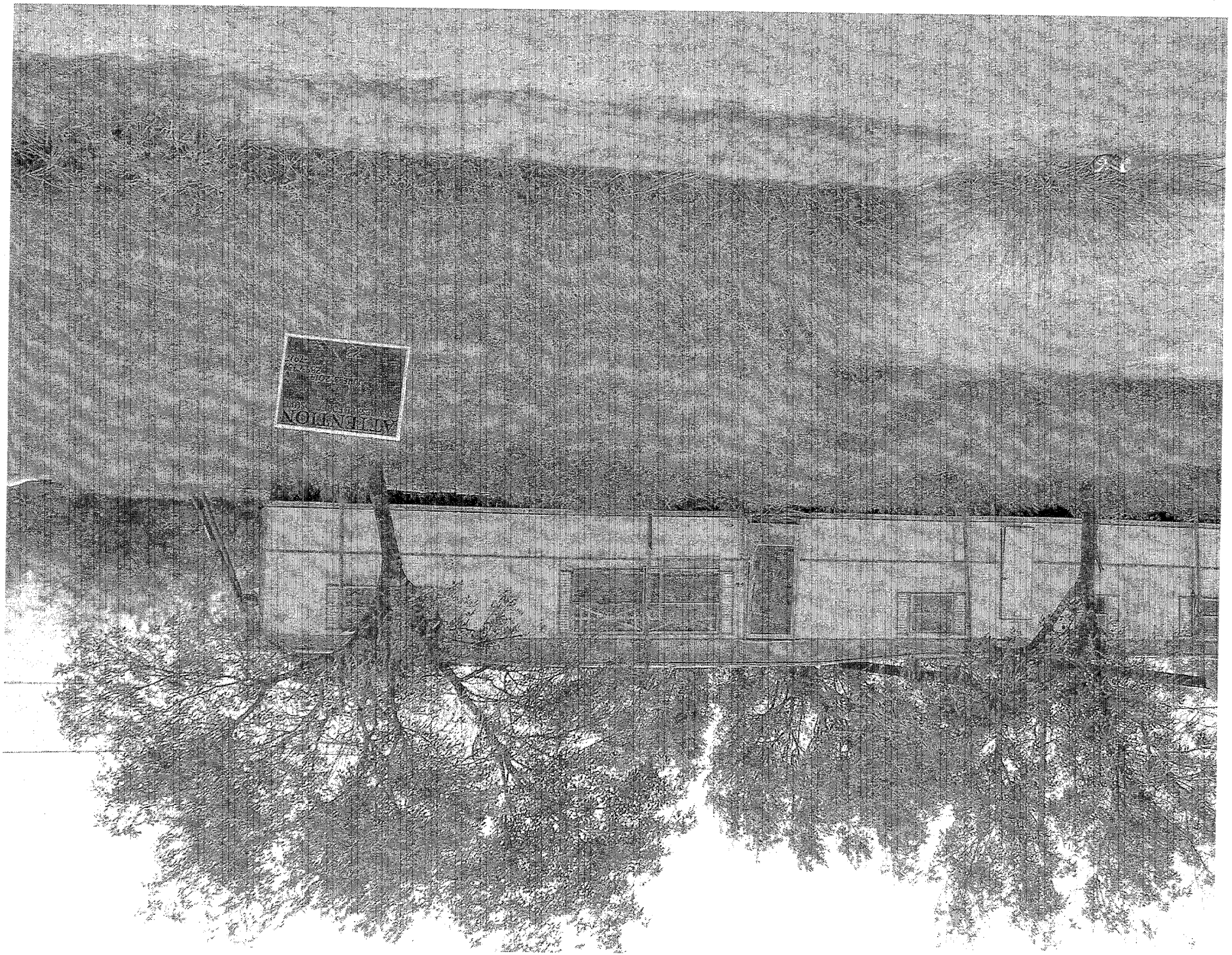
AMOUNT OF BID: $5,100.00

CURRENT APPRAISED VALUE: $15,108.00 **VALUE AT JUDGMENT:** $23,931.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Mercedes I.S.D.	$8,446.96	50%	$2,052.00
City of Mercedes	$4,926.79	29%	$1,190.16
South Texas I.S.D.	$181.81	1%	$41.04
South Texas College	$594.88	4%	$164.16
Hidalgo County	$2,426.25	15%	$615.60
Hidalgo Co. Drain. Dist. No. 1	$208.92	1%	$41.04

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Realtyme, LLC, 1226 Dick Bay Dr., Dickinson, Tx. 77539


ATTENTION

ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-561-04-C; CITY OF MERCEDES, MERCEDES I.S.D. AND SOUTH TEXAS COLLEGE VS ABIGAIL AYALA

LEGAL DESCRIPTION: Tract 1: Lots 2, 3, 4, 5, 6, 7 and 8, Block 32, Original Townsite Addition, City of Mercedes, together with all abandoned streets, alleys and easements abutting same; SAVE & EXCEPT, the South 30 ft. of Lot 5, Block 32

M3550-00-032-0002-00

PROPERTY LOCATION:

JUDGMENT DATE: May 31, 2011

DATE OF TAX SALE: October 4, 2011

YEARS IN JUDGMENT: 1996-2010

SHERIFF'S DEED RECORDED: Dec. 31, 2011

AMOUNT OF JUDGMENT: $63,732.53

DATE OF TAX RESALE: June 3, 2014

COSTS OF SALE: $2,851.00

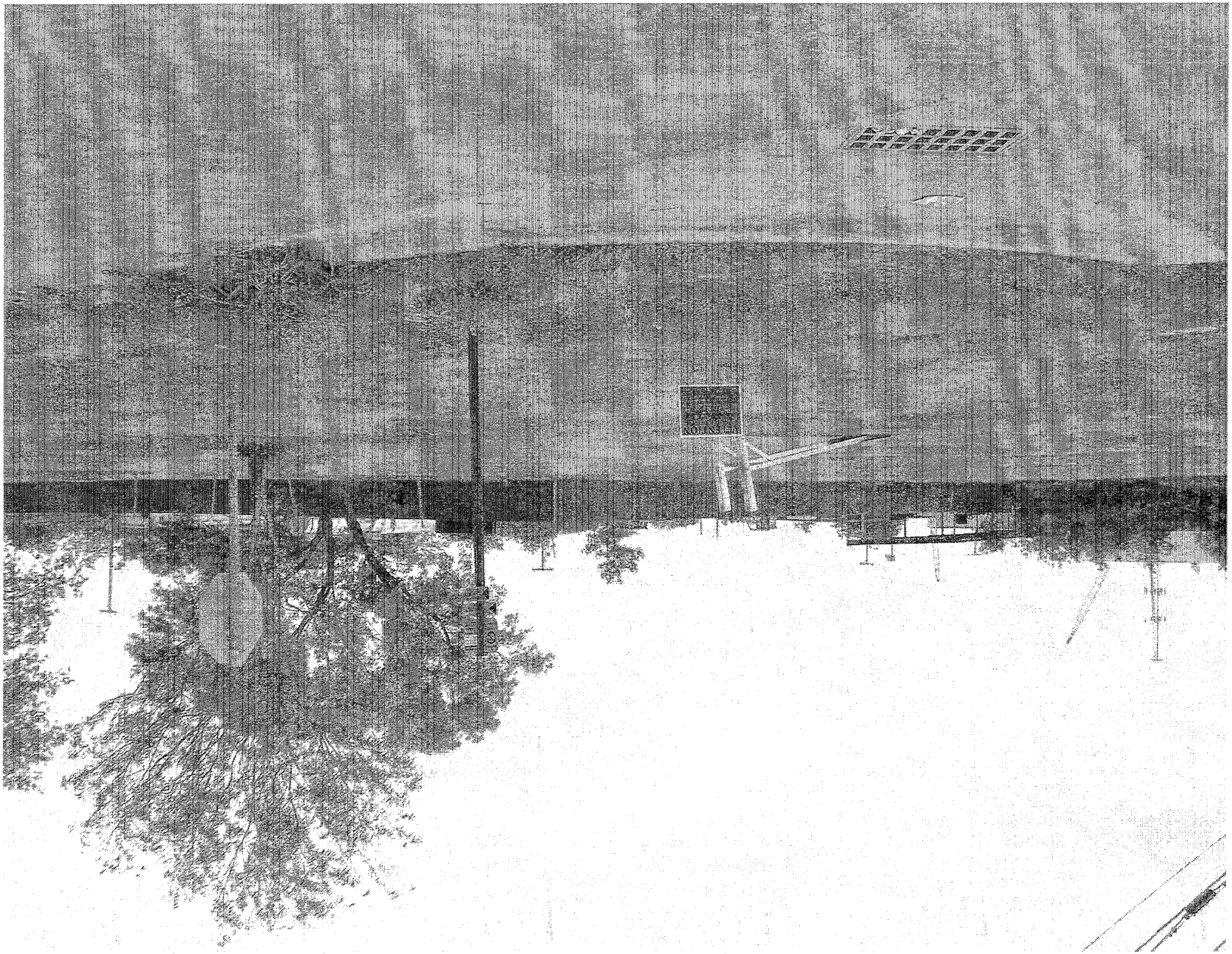
AMOUNT OF BID: $7,600.00

CURRENT APPRAISED VALUE: $68,480.00 **VALUE AT JUDGMENT:** $68,480.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
City of Mercedes	$17,269.93	27%	$1,282.23
Mercedes I.S.D.	$30,530.83	48%	$2,279.52
South Texas I.S.D.	$873.59	1%	$47.49
South Texas College	$2,675.30	4%	$189.96
Hidalgo County	$11,387.32	18%	$854.82
Hidalgo Co. Drain. Dist. No. 1	$995.56	2%	$94.98

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Allen Jackson, 500 Greystone Circle, Alamo, Tx. 78516



ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-561-04-C; CITY OF MERCEDES, MERCEDES I.S.D. AND SOUTH TEXAS COLLEGE VS ABIGAIL AYALA

LEGAL DESCRIPTION: Tract 2: The South 40 ft. of Lot 8, Block 33, Original Townsite Addition, City of Mercedes, together with all abandoned streets, alleys and easements abutting same.
M3550-00-033-0008-00

PROPERTY LOCATION:

JUDGMENT DATE: May 31, 2011

DATE OF TAX SALE: October 4, 2011

YEARS IN JUDGMENT: 1996-2010

SHERIFF'S DEED RECORDED: Dec. 31, 2011

AMOUNT OF JUDGMENT: $5,691.38

DATE OF TAX RESALE: June 3, 2014

COSTS OF SALE: $2,851.00

AMOUNT OF BID: $4,000.00

CURRENT APPRAISED VALUE: $7,360.00

VALUE AT JUDGMENT: $7,360.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
City of Mercedes	$1,531.72	27%	$310.23
Mercedes I.S.D.	$2,682.45	47%	$540.03
South Texas I.S.D.	$79.81	2%	$22.98
South Texas College	$253.56	4%	$45.96
Hidalgo County	$1,051.32	18%	$206.82
Hidalgo Co. Drain. Dist. No. 1	$92.52	2%	$22.98

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Ruth Tijerina, P.O. Box 1185, Mercedes, Tx. 78507

ATTENTION

ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-1406-03-B; MERCEDES I.S.D., CITY OF MERCEDES, SOUTH TEXAS COLLEGE AND HIDALGO COUNTY VS GALE WHEELER CRAIG

LEGAL DESCRIPTION: The North 8.9 ft. of Lot 16 and the South 47.3 ft. of Lot 17, West Liberty Drive, Queen City Annex, City of Mercedes
Q3000-00-WLD-0016-00

PROPERTY LOCATION:

JUDGMENT DATE: December 8, 2010

DATE OF TAX SALE: July 5, 2011

YEARS IN JUDGMENT: 1986-2009

SHERIFF'S DEED RECORDED: Sept. 1, 2011

AMOUNT OF JUDGMENT: $34,324.64

DATE OF TAX RESALE: June 3, 2014

COSTS OF SALE: $1,362.00

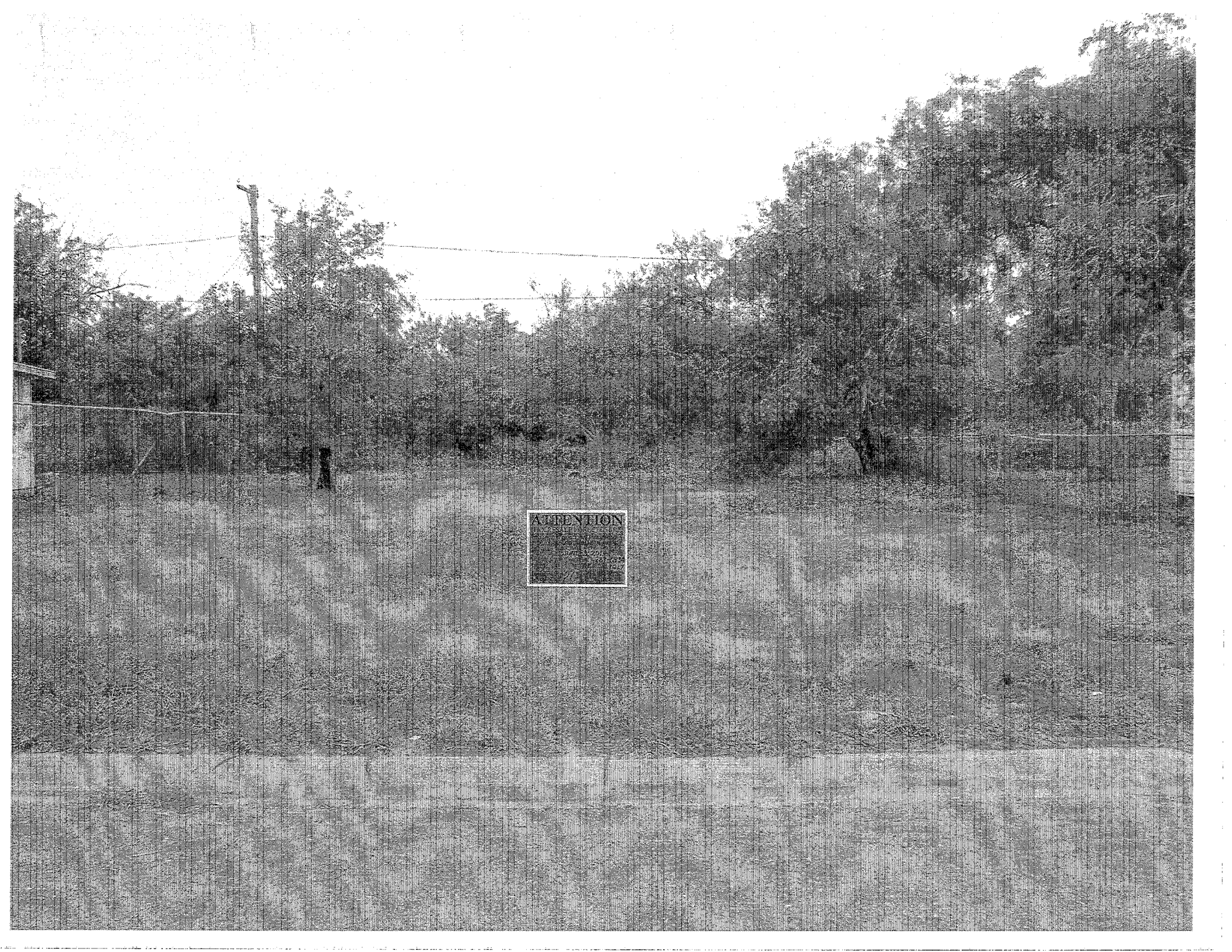
AMOUNT OF BID: $9,800.00

CURRENT APPRAISED VALUE: $10,116.00 **VALUE AT JUDGMENT:** $10,116.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Mercedes I.S.D.	$16,292.51	48%	$4,050.24
City of Mercedes	$10,752.85	31%	$2,615.78
South Texas I.S.D.	$419.70	1%	$84.38
South Texas College	$850.86	3%	$253.14
Hidalgo County	$5,206.86	15%	$1,265.70
Hidalgo Co. Drain. Dist. No. 1	$801.86	2%	$168.76

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Mary Ann Del Toro, 332, W. Liberty, Mercedes, Tx.


ATTENTION

ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-1009-05-A; MERCEDES I.S.D., CITY OF MERCEDES AND SOUTH TEXAS COLLEGE VS ROQUE DELEON

LEGAL DESCRIPTION: Lot 5, Block 150, Right Subd. of Arce Block 150, Original Townsite Addition, City of Mercedes

M3550-00-150-0005-00

PROPERTY LOCATION:

JUDGMENT DATE: September 29, 2010

DATE OF TAX SALE: July 5, 2011

YEARS IN JUDGMENT: 1994-2009

SHERIFF'S DEED RECORDED: Sept. 1, 2011

AMOUNT OF JUDGMENT: $28,792.04

DATE OF TAX RESALE: June 3, 2014

COSTS OF SALE: $1,565.00

AMOUNT OF BID: $19,500.00

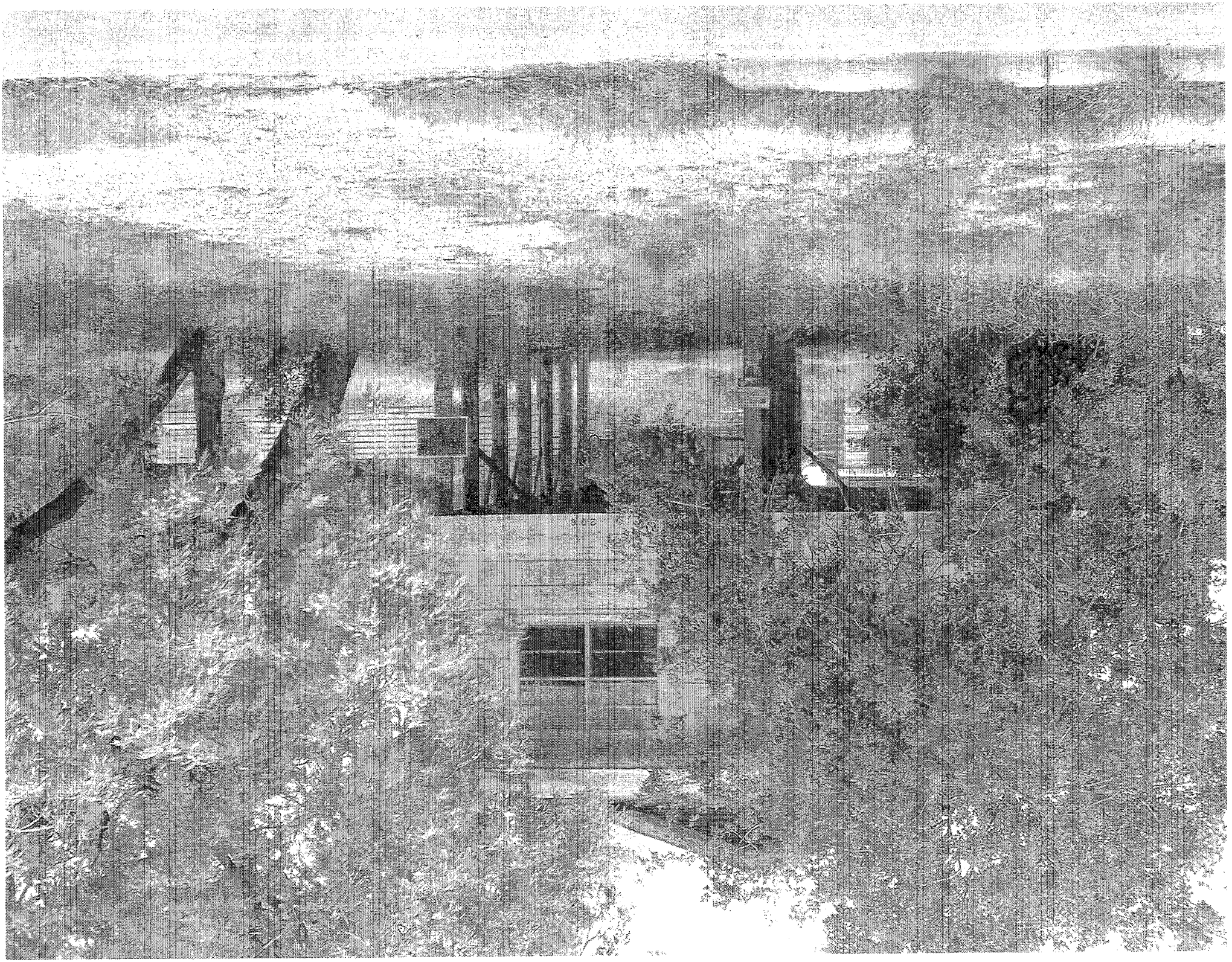
CURRENT APPRAISED VALUE: $43,604.00

VALUE AT JUDGMENT: $35,559.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Mercedes I.S.D.	$10,547.93	37%	$6,635.95
City of Mercedes	$9,338.23	32%	$5,739.20
South Texas I.S.D.	$448.10	2%	$358.70
South Texas College	$1,398.77	5%	$896.75
Hidalgo County	$6,426.65	22%	$3,945.70
Hidalgo Co. Drain. Dist. No. 1	$592.36	2%	$358.70

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Oscar A. Hernandez, 204 W. 10th, St., Mercedes, Tx. 78570



ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-815-10-D; MERCEDES I.S.D., CITY OF MERCEDES AND SOUTH TEXAS COLLEGE VS JOSE JILPAS

LEGAL DESCRIPTION: 0.34 of an acre, more or less, out of a 3.33 acre tract out of Lots 7 and 8, Block 66, Capisallo District Subd., SAVE & EXCEPT 2.99 acres, more or less in various tracts, LEAVING A RESIDUE OF 0.33 ACRE, MORE OR LESS and also known as Lots 10, 11 and 12, Unrecorded Green Tree Subd.
C1400-00-066-0008-09

PROPERTY LOCATION:

JUDGMENT DATE: January 4, 2012

DATE OF TAX SALE: March 4, 2014

YEARS IN JUDGMENT: 1994-2010

SHERIFF'S DEED RECORDED: NA

AMOUNT OF JUDGMENT: $20,350.34

DATE OF TAX RESALE: June 3, 2014

COSTS OF SALE: $1,500.00

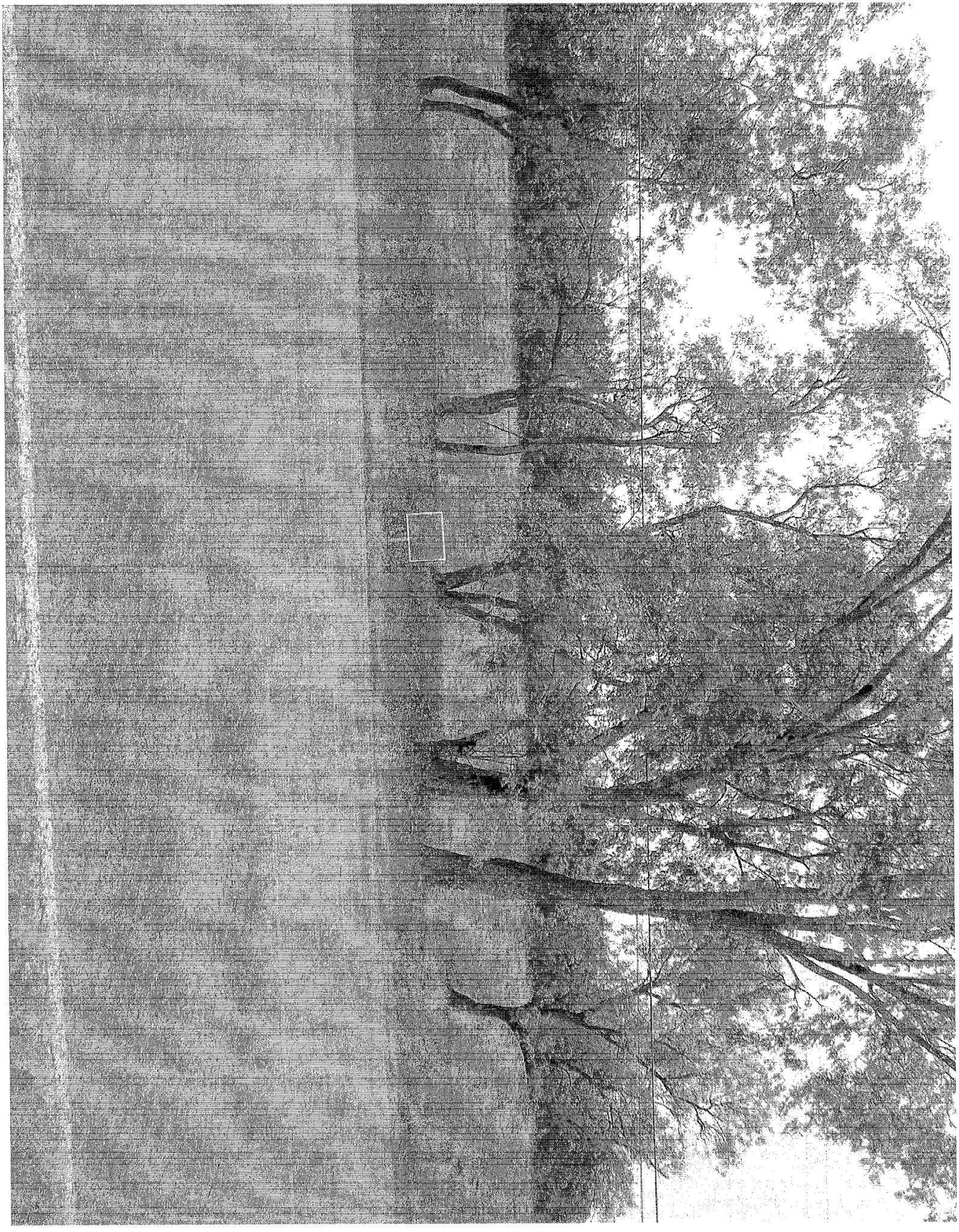
AMOUNT OF BID: $2,500.00

CURRENT APPRAISED VALUE: $39,104.00 **VALUE AT JUDGMENT:** $39,104.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Mercedes I.S.D.	$9,600.38	47%	$470.00
City of Mercedes	$5,600.38	28%	$280.00
South Texas I.S.D.	$283.88	1%	$10.00
South Texas College	$853.24	4%	$40.00
Hidalgo County	$3,646.41	18%	$180.00
Hidalgo Co. Drain. Dist. No. 1	$366.05	2%	$20.00

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Charlie Ray James Inv., 2666 N. Shary Rd., Mission, Tx.78574



ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-749-10-J; MISSION C.I.S.D. AND SOUTH TEXAS COLLEGE VS RAFAEL OLIVAREZ

LEGAL DESCRIPTION: The South 23 ft. of Lot 2, Block 147, Original Townsite, City of Mission, as described in Clerk's File #548099 SAVE & EXCEPT, however that portion as described in Clerk's File #791464, Official Records of Hidalgo County, Texas

M5200-00-147-0002-00

PROPERTY LOCATION:

JUDGMENT DATE: January 12, 2012

DATE OF TAX SALE: May 7, 2013

YEARS IN JUDGMENT: 1999-2010

SHERIFF'S DEED RECORDED: July 16, 2013

AMOUNT OF JUDGMENT: $21,938.04

DATE OF TAX RESALE: June 3, 2014

COSTS OF SALE: $1,973.00

AMOUNT OF BID: $1,000.00

CURRENT APPRAISED VALUE: $8,692.00 **VALUE AT JUDGMENT:** $8,692.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Mission C.I.S.D.	$14,843.04	68%	$0.00
South Texas I.S.D.	$378.37	2%	$0.00
South Texas College	$1,174.83	5%	$0.00
Hidalgo County	$5,099.25	23%	$0.00
Hidalgo Co. Drain. Dist. No. 1	$416.32	2%	$0.00
Hidalgo Co. Road Dist. No .5	$26.23	0%	$0.00

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Charlie Ray James Investments, 2606 N. Shary Road, Mission, TX 78574

ARISE HOME HEALTH CARE, INC.
BETO

ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-811-11-J; MISSION C.I.S.D. AND SOUTH TEXAS COLLEGE VS RIGOBERTO SALINAS

LEGAL DESCRIPTION: 2.2876 acres, more or less, being Lot 2, Q. Subd.
Q0800-00-000-0002-00

PROPERTY LOCATION:

JUDGMENT DATE: September 26, 2013

DATE OF TAX SALE: March 4, 2014

YEARS IN JUDGMENT: 1997-2012

SHERIFF'S DEED RECORDED: NA

AMOUNT OF JUDGMENT: $51,715.58

DATE OF TAX RESALE: June 3, 2014

COSTS OF SALE: $1,770.00

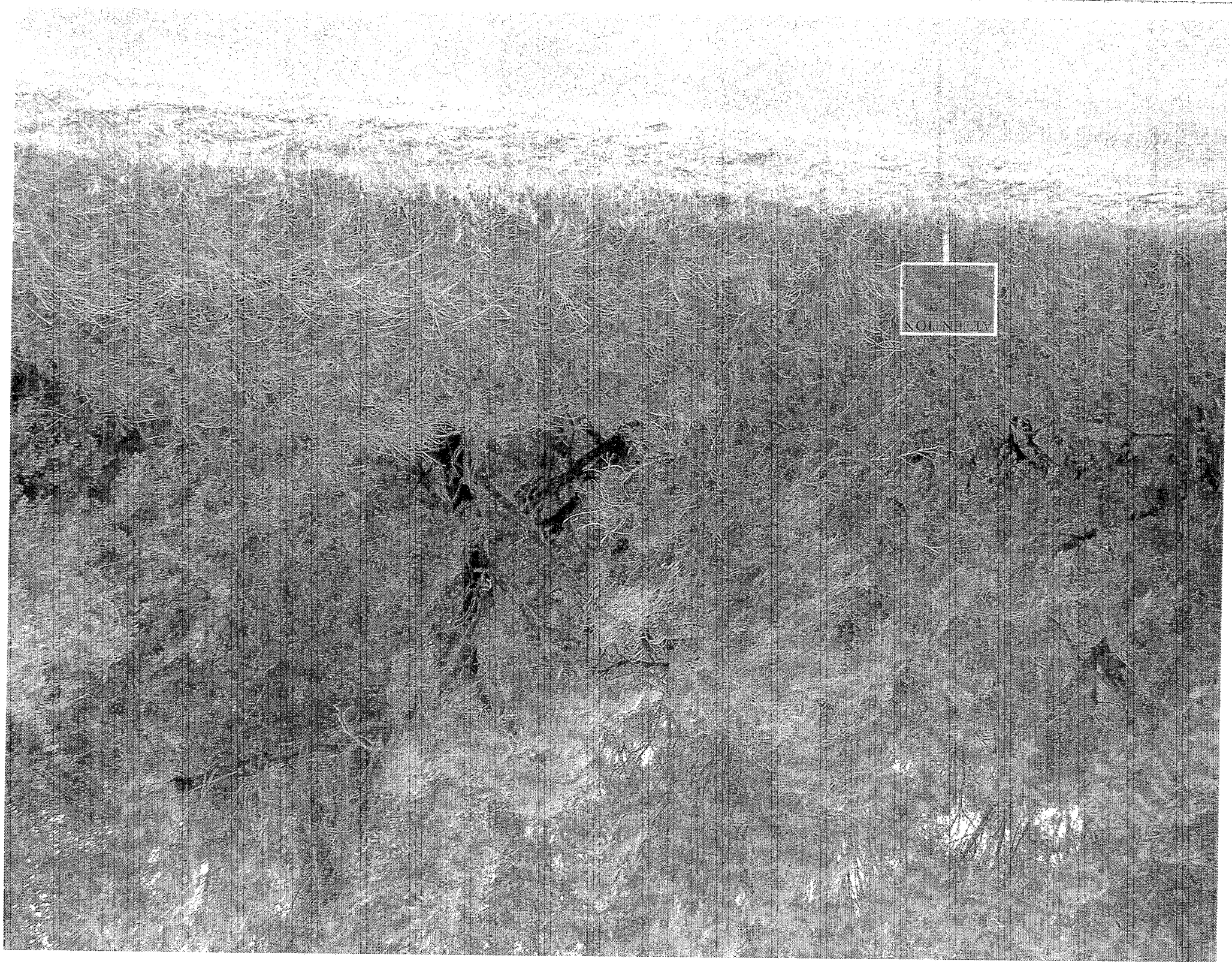
AMOUNT OF BID: $26,000.00

CURRENT APPRAISED VALUE: $127,224.00 **VALUE AT JUDGMENT:** $140,888.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Mission C.I.S.D.	$30,327.94	59%	$14,295.70
South Texas I.S.D.	$1,158.11	2%	$484.60
South Texas College	$3,778.91	7%	$1,696.10
Hidalgo College	$14,951.34	29%	$7,026.70
Hidalgo Drain. Dist. No. 1	$1,458.93	3%	$726.90
Hidalgo Co. Road Dist. No. 5	$40.35	0%	$0

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: 3 MIP LLC, PO Box 1881, Pharr, TX 78571


NORTH

ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-749-03-B; PHARR-SAN JUAN-ALAMO I.S.D., CITY OF PHARR, CITY OF SAN JUAN, SOUTH TEXAS COLLEGE AND HIDALGO COUNTY VS MELODY CAWTHORN

LEGAL DESCRIPTION: 0.37 acres, more or less, out of the North end of Lot 13, Block 35, Alamo Land and Sugar Co. Subd.

A1800-00-035-0013-00

PROPERTY LOCATION:

JUDGMENT DATE: February 13, 2013

DATE OF TAX SALE: May 7, 2013

YEARS IN JUDGMENT: 1992-2012

SHERIFF'S DEED RECORDED:

AMOUNT OF JUDGMENT: $63,820.01

DATE OF TAX RESALE: June 3, 2014

COSTS OF SALE: $1,135.00

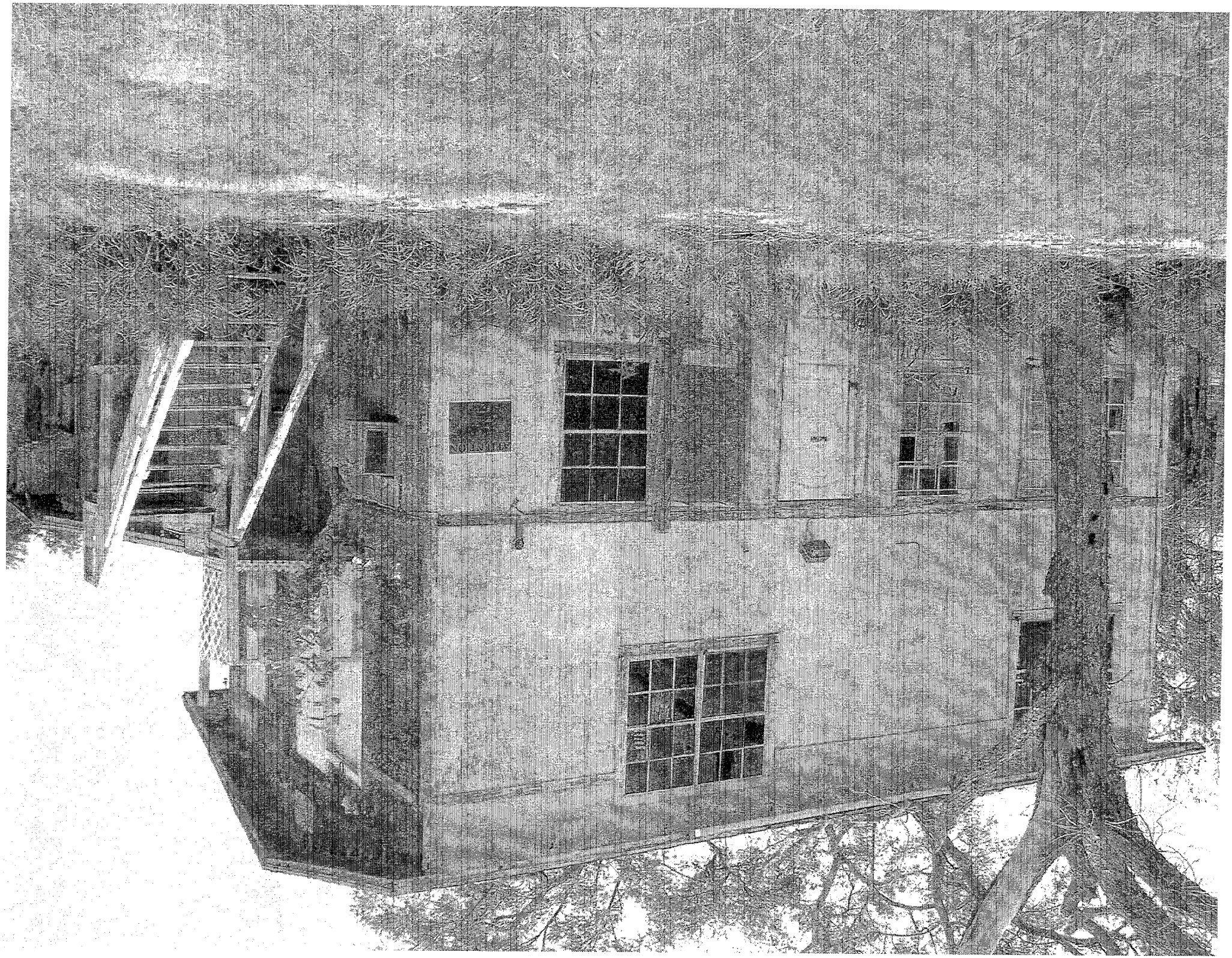
AMOUNT OF BID: $23,600.00

CURRENT APPRAISED VALUE: $43,038.00 **VALUE AT JUDGMENT:** $44,434.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Pharr San Juan I.S.D.	$32,297.24	51%	$11,457.15
City of San Juan	$16,374.93	26%	$5,840.90
South Texas I.S.D.	$862.71	2%	$449.30
South Texas College	$2,020.70	3%	$673.95
Hidalgo County	$10,861.05	16%	$3,594.40
Hidalgo Co. Drain Dist. # 1	$1,403.38	2%	$449.30

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Glen R. Sohl,



ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-599-07-E; PHARR-SAN JUAN-ALAMO I.S.D., CITY OF PHARR AND SOUTH TEXAS COLLEGE VS JUAN SALINAS

LEGAL DESCRIPTION: Lot 33, Block 6, Hidalgo Park Addition
H2650-00-006-0033-00

PROPERTY LOCATION:

JUDGMENT DATE: August 24, 2010

DATE OF TAX SALE: March 1, 2011

YEARS IN JUDGMENT: 1985-2005

SHERIFF'S DEED RECORDED: May 17, 2011

AMOUNT OF JUDGMENT: $40,563.63

DATE OF TAX RESALE: June 3, 2014

COSTS OF SALE: $1,991.00

AMOUNT OF BID: $9,700.00

CURRENT APPRAISED VALUE: $27,257.00 **VALUE AT JUDGMENT:** $28,463.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Pharr-San Juan-Alamo I.S.D.	$21,242.18	52%	$4,008.68
South Texas I.S.D.	$579.32	2%	$154.18
South Texas College	$1,111.01	3%	$231.27
Hidalgo County	$7,027.34	17%	$1,310.53
Hidalgo Co. Drain. Dist. No. 1	$1,187.27	3%	$231.27
City of Pharr	$9,021.65	22%	$1,695.98
City of Pharr (mowing liens)	$394.86	1%	$77.09

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Allen Jackson, 500 Greystone Circle, Alamo, Tx. 78516

ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-1425-07-G; PHARR-SAN JUAN-ALAMO I.S.D., CITY OF PHARR AND SOUTH TEXAS COLLEGE VS SEOBIO PEREZ

LEGAL DESCRIPTION: Lot 14, 15 and 16, Block 132, Evans Subd.
E8000-00-132-0014-00

PROPERTY LOCATION:

JUDGMENT DATE: August 26, 2008

DATE OF TAX SALE: December 1, 2009

YEARS IN JUDGMENT: 1987-2007

SHERIFF'S DEED RECORDED: Jan. 21, 2010

AMOUNT OF JUDGMENT: $25,605.40

DATE OF TAX RESALE: June 3, 2014

COSTS OF SALE: $2,068.00

AMOUNT OF BID: $10,000.00

CURRENT APPRAISED VALUE: $33,312.00 **VALUE AT JUDGMENT:** $25,976.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Pharr-San Juan-Alamo I.S.D.	$11,058.80	43%	$3,410.76
City of Pharr	$7,927.86	31%	$2,458.92
South Texas College	$842.10	3%	$237.96
South Texas I.S.D.	$377.49	2%	$158.64
Hidalgo Co. Drain. Dist. No. 1	$597.85	2%	$158.64
Hidalgo County	$4,801.30	19%	$1,507.08

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Allen Jackson, 500 Greystone Circle, Alamo, Tx. 78516

ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-292-09-G; PHARR-SAN JUAN-ALAMO I.S.D. AND SOUTH TEXAS COLLEGE VS JUAN G. MEDINA

LEGAL DESCRIPTION: Lot 7, Citrus Trails Mobile Home Subd.
C5353-00-000-0007-00

PROPERTY LOCATION:

JUDGMENT DATE: September 21, 2011

DATE OF TAX SALE: May 1, 2012

YEARS IN JUDGMENT: 1992-2010

SHERIFF'S DEED RECORDED: June 26, 2012

AMOUNT OF JUDGMENT: $25,383.48

DATE OF TAX RESALE: June 3, 2014

COSTS OF SALE: $1,819.00

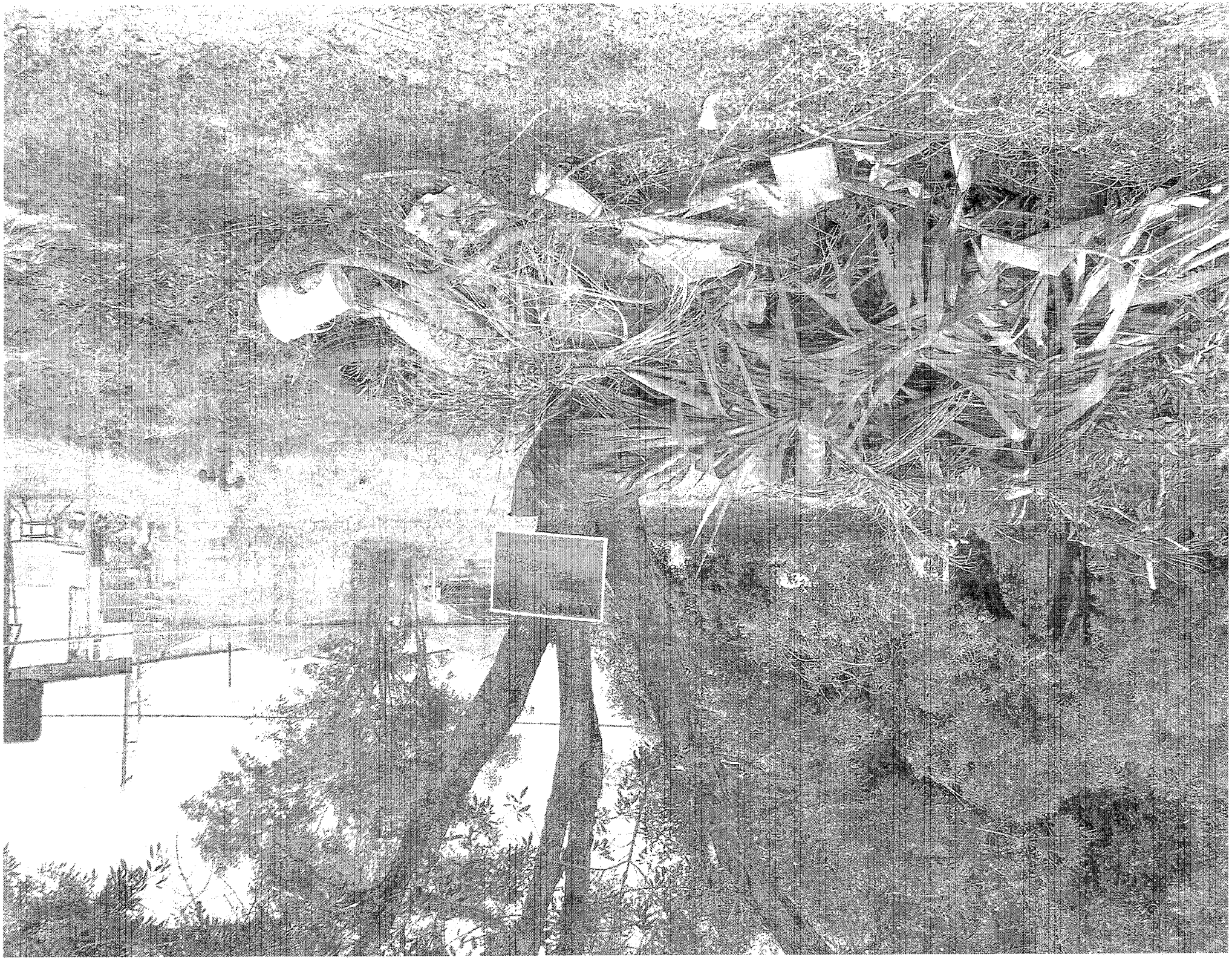
AMOUNT OF BID: $9,200.00

CURRENT APPRAISED VALUE: $17,700.00 **VALUE AT JUDGMENT:** $17,700.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Pharr-San Juan-Alamo I.S.D.	$12,702.48	50%	$3,690.50
South Texas I.S.D.	$335.84	1%	$73.81
South Texas College	$723.08	3%	$221.43
Hidalgo County	$4,218.25	17%	$1,254.77
City of Pharr	$4,425.87	17%	$1,254.77
City of Pharr (mowing liens)	$2,431.81	10%	$738.10
Hidalgo Co. Drain. Dist. No. 1	$546.15	2%	$147.62

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Nathan Flores, 409 E. Ridge Rd., Pharr, Tx. 78577



ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-1373-09-E; PHARR-SAN JUAN-ALAMO I.S.D. AND SOUTH TEXAS COLLEGE VS REBECCA S. OCANAS

LEGAL DESCRIPTION: The East 17.00 ft. of Lot 15 and all of Lot 16, Block 2, Thrasher Terrace Addition, an addition to the City of Pharr
T4500-00-002-0015-02

PROPERTY LOCATION:

JUDGMENT DATE: January 24, 2012

DATE OF TAX SALE: February 5, 2013

YEARS IN JUDGMENT: 1991-2010

SHERIFF'S DEED RECORDED: July 11, 2013

AMOUNT OF JUDGMENT: $27,339.73

DATE OF TAX RESALE: June 3, 2014

COSTS OF SALE: $1,740.00

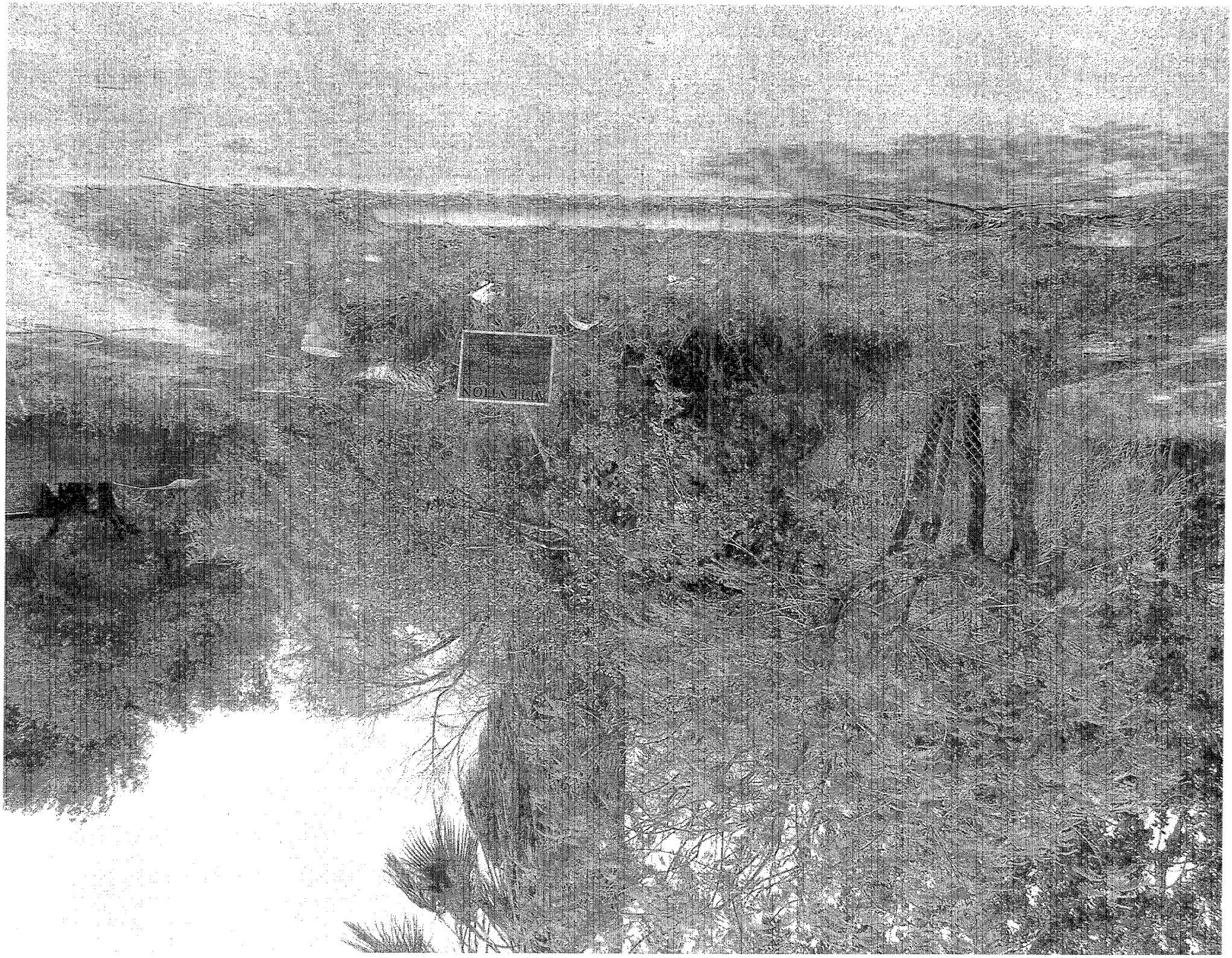
AMOUNT OF BID: $11,300.00

CURRENT APPRAISED VALUE: $21,424.00 **VALUE AT JUDGMENT:** $21,424.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Pharr-San Juan-Alamo I.S.D.	$16,139.21	59%	$5,640.40
South Texas I.S.D.	$423.07	2%	$191.20
South Texas College	$952.40	3%	$286.80
Hidalgo County	$2,832.11	10%	$956.00
City of Pharr	$6,741.26	25%	$2,390.00
Hidalgo Co. Drain Dist. No. 1	$251.68	1%	$95.60

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Nathan Flores, 409 E. Ridge Rd., Pharr, Tx. 78577



ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-1507-09-J; PHARR-SAN JUAN-ALAMO I.S.D. AND SOUTH TEXAS COLLEGE VS LINDA HERNANDEZ LOSOYA

LEGAL DESCRIPTION: Lots 6 and 7, Block 179, Hawk Subd. No. 3
H1850-00-179-0006-00

PROPERTY LOCATION:

JUDGMENT DATE: February 10, 2011

DATE OF TAX SALE: February 5, 2013

YEARS IN JUDGMENT: 1999-2010

SHERIFF'S DEED RECORDED: July 11, 2013

AMOUNT OF JUDGMENT: $34,327.47

DATE OF TAX RESALE: June 3, 2014

COSTS OF SALE: $2,914.00

AMOUNT OF BID: $15,000.00

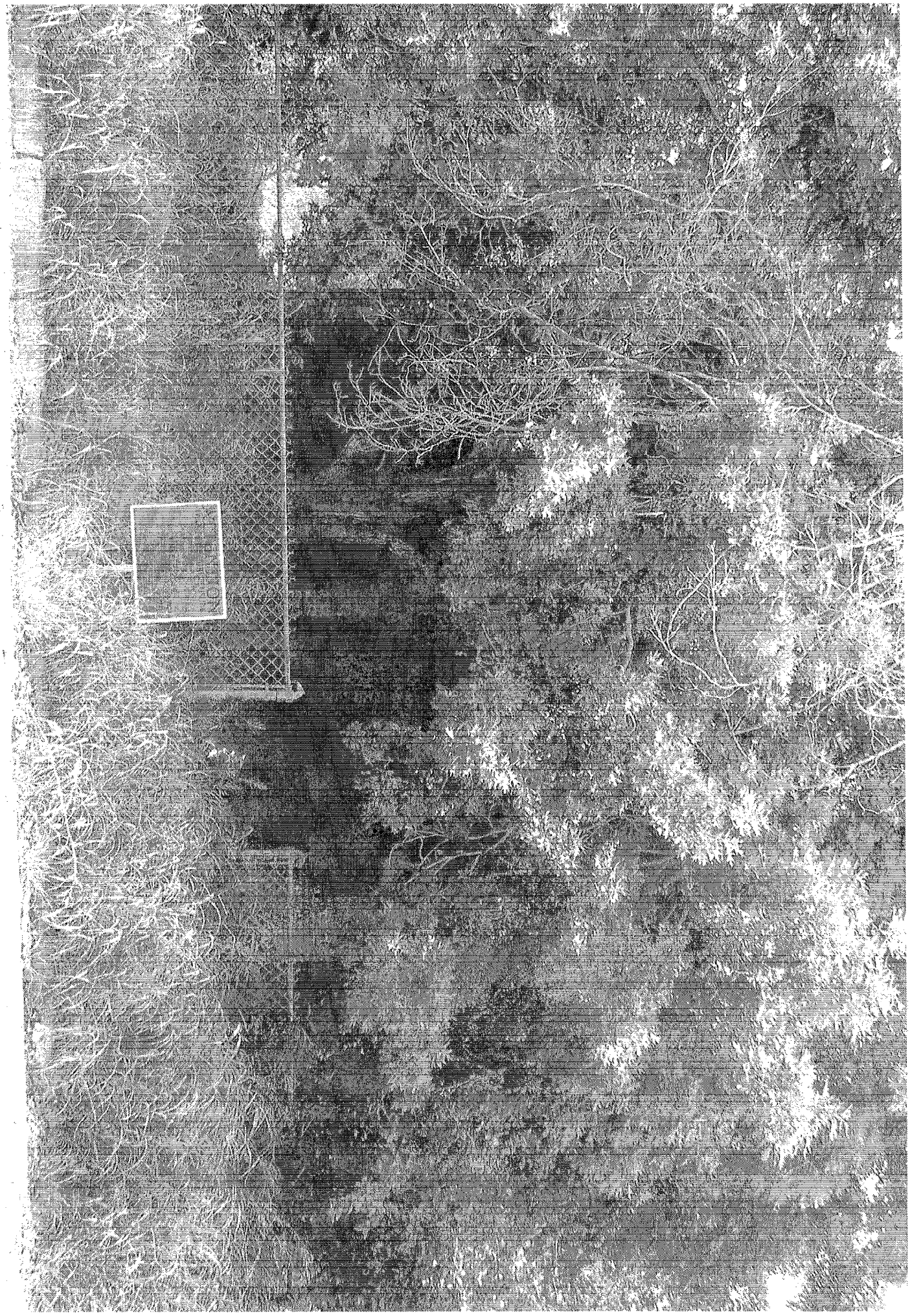
CURRENT APPRAISED VALUE: $52,783.00

VALUE AT JUDGMENT: $50,312.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Pharr-San Juan-Alamo I.S.D.	$16,512.52	48%	$5,801.28
South Texas I.S.D.	$440.57	1%	$120.86
South Texas College	$1,476.09	4%	$483.44
Hidalgo County	$5,928.57	17%	$2,054.62
City of Pharr	$7,142.46	21%	$2,538.06
City of Pharr (mowing liens)	$2,311.20	7%	$846.02
Hidalgo Co. Drain. Dist. No. 1	$516.06	2%	$241.72

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Miguel Rodriguez, 1104 W. Kennedy, Pharr, Tx. 78577



ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-1541-09-C; PHARR-SAN JUAN-ALAMO I.S.D., JUAN SALINAS

LEGAL DESCRIPTION: Lot 8, Block 2, West End Addition, addition to the City of Pharr
W2800-00-002-0008-00

PROPERTY LOCATION:

JUDGMENT DATE: April 16, 2012

DATE OF TAX SALE: February 5, 2013

YEARS IN JUDGMENT: 1990-2011

SHERIFF'S DEED RECORDED: July 11, 2013

AMOUNT OF JUDGMENT: $32,495.18

DATE OF TAX RESALE: June 6, 2014

COSTS OF SALE: $2,548.00

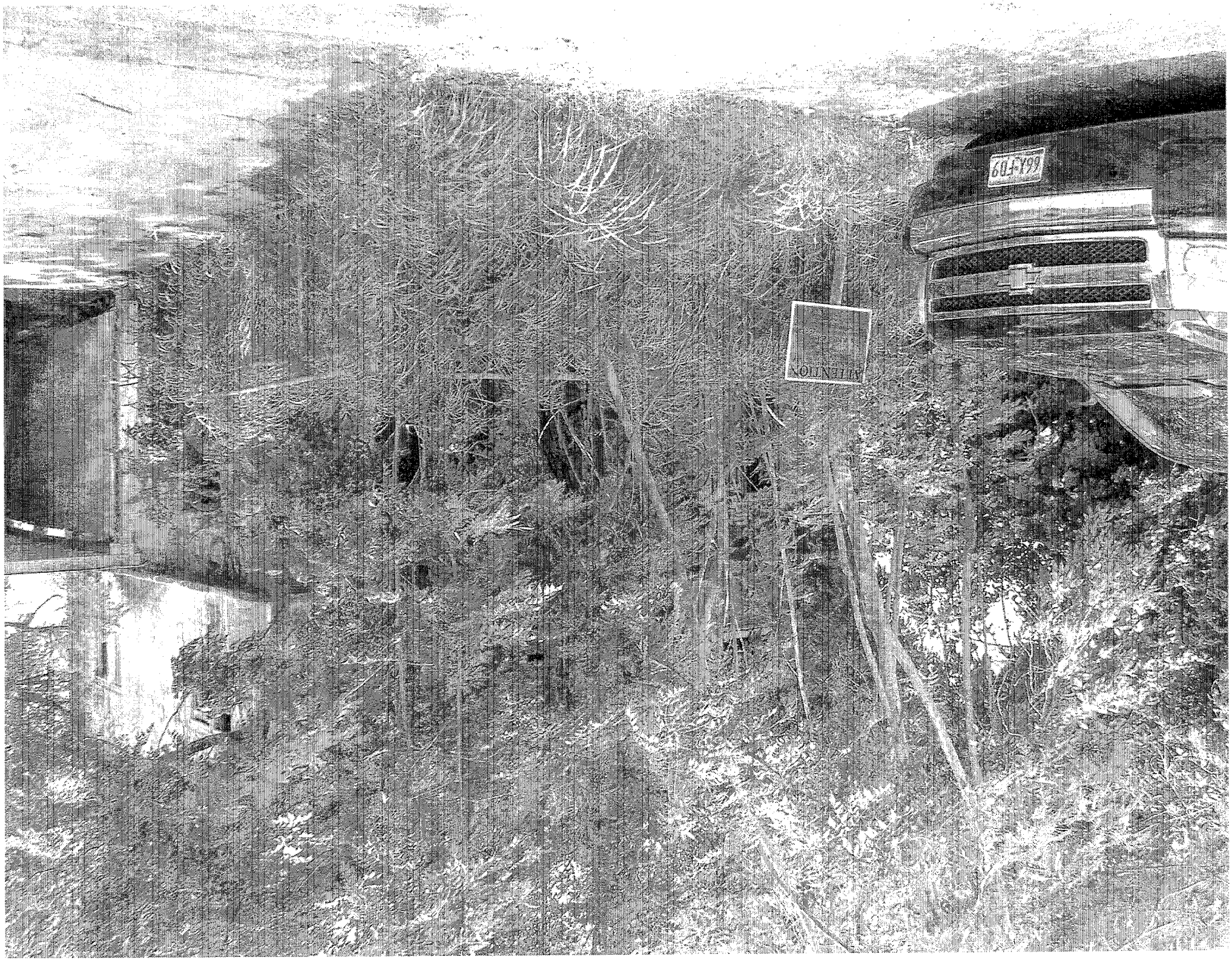
AMOUNT OF BID: $6,000.00

CURRENT APPRAISED VALUE: $14,377.00 **VALUE AT JUDGMENT:** $14,613.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Pharr-San Juan-Alamo I.S.D.	$17,537.00	54%	$1,864.08
South Texas I.S.D.	$453.45	1%	$34.52
South Texas College	$926.93	3%	$103.56
City of Pharr	$7,170.48	22%	$759.44
Hidalgo County	$5,562.60	17%	$586.84
Hidalgo Co. Drain. Dist. No. 1	$844.72	3%	$103.56

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Frank Coronado, 1323 S. 16th Ave., Edinburg, Tx. 78539



ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-1553-09-F; PHARR-SAN JUAN-ALAMO I.S.D. AND SOUTH TEXAS COLLEGE VS FRANCISCO GALINDO, JR.

LEGAL DESCRIPTION: Tr. 1: Lot 1, Block 5, Hidalgo Park Addition
H2650-00-005-0001-00

PROPERTY LOCATION:

JUDGMENT DATE: February 28, 2013

DATE OF TAX SALE: July 2, 2013

YEARS IN JUDGMENT: 1988-2012

SHERIFF'S DEED RECORDED: Sept. 30, 2012

AMOUNT OF JUDGMENT: $21,733.59

DATE OF TAX RESALE: June 3, 2013

COSTS OF SALE: $1,961.00

AMOUNT OF BID: $5,800.00

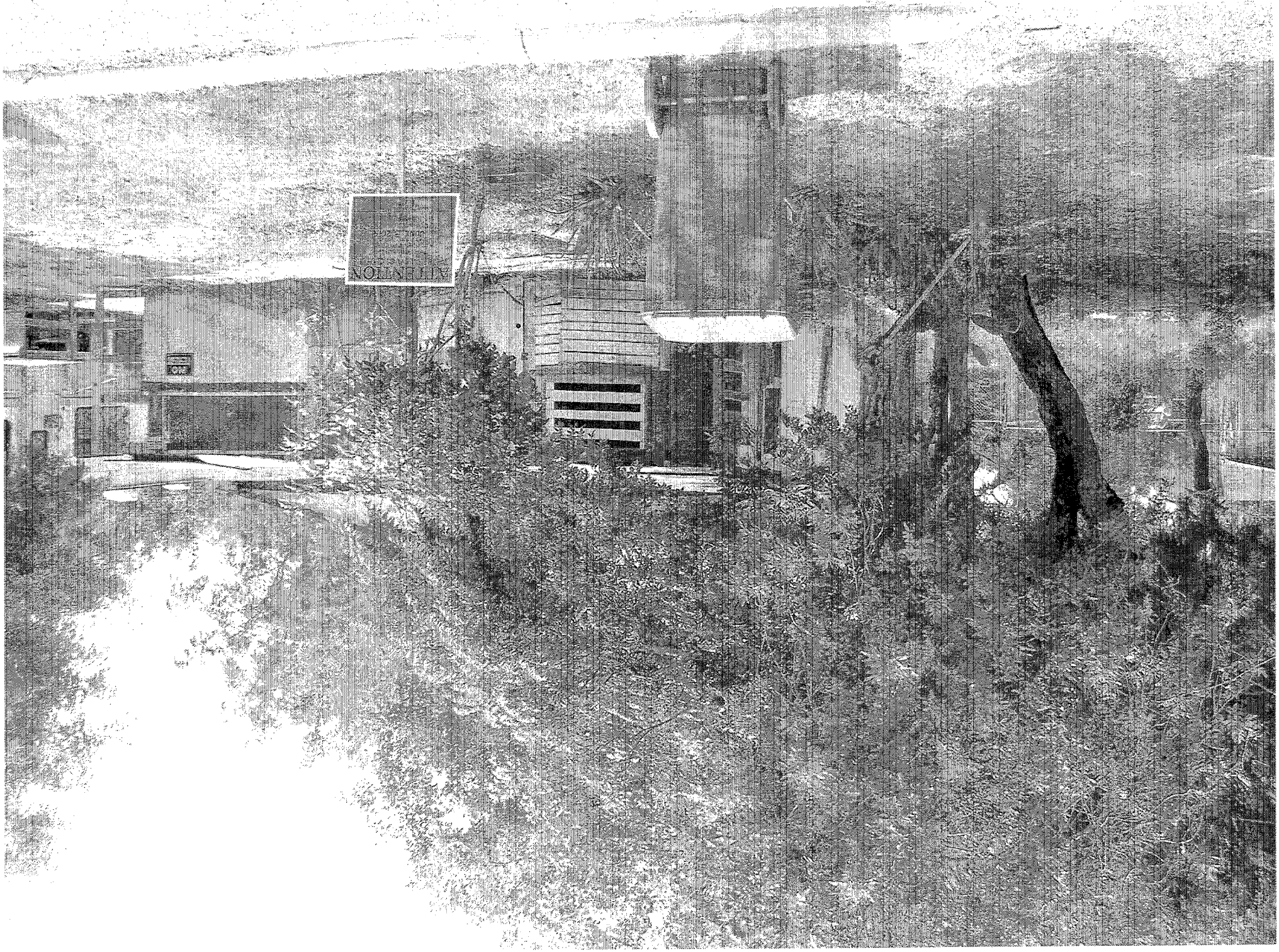
CURRENT APPRAISED VALUE: $17,334.00

VALUE AT JUDGMENT: $17,334.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Pharr-San Juan-Alamo I.S.D.	$12,370.93	57%	$2,188.23
South Texas I.S.D.	$209.88	1%	$38.39
South Texas College	$594.43	3%	$115.17
City of Pharr	$5,662.19	26%	$998.14
Hidalgo County	$2,645.21	12%	$460.68
Hidalgo Co. Drain. Dist. No. 1	$251.04	1%	$38.39

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Nathan Flores, 409 E. Ridge Rd., Pharr, Tx. 78577



ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-1553-09-F; PHARR-SAN JUAN-ALAMO I.S.D. AND SOUTH TEXAS COLLEGE VS FRANCISCO GALINDO, JR.

LEGAL DESCRIPTION: Tr. 2: Lots 15 and 16, Block 120, Evans Resubd. of the Southeast 7.68 acres of Lot 175, Kelly-Pharr Subd.
D4600-00-120-0015-00

PROPERTY LOCATION:

JUDGMENT DATE: February 28, 2013

DATE OF TAX SALE: July 2, 2013

YEARS IN JUDGMENT: 1992-2012

SHERIFF'S DEED RECORDED: Sept. 30, 2012

AMOUNT OF JUDGMENT: $9,107.48

DATE OF TAX RESALE: June 3, 2013

COSTS OF SALE: $1,961.00

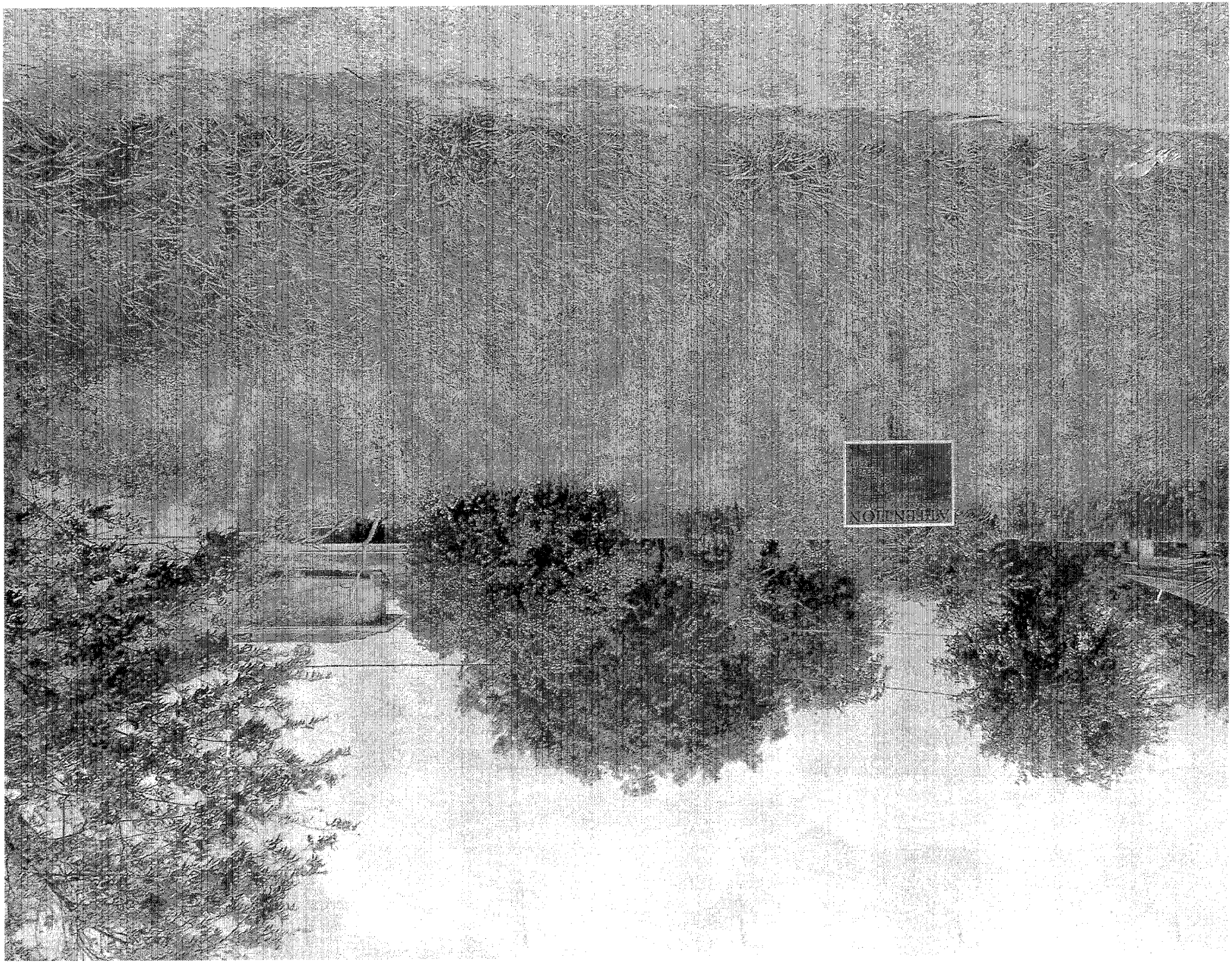
AMOUNT OF BID: $9,600.00

CURRENT APPRAISED VALUE: $7,704.00 **VALUE AT JUDGMENT:** $7,704.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Pharr-San Juan-Alamo I.S.D.	$1,727.12	19%	$1,451.41
South Texas I.S.D.	$188.41	2%	$152.78
South Texas College	$420.87	5%	$381.95
City of Pharr	$1,367.90	15%	$1,145.85
City of Pharr (mowing liens)	$2,724.23	30%	$2,291.70
Hidalgo County	$2,367.03	26%	$1,986.14
Hidalgo Co. Drain. Dist. No. 1	$311.92	3%	$229.17

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Mario A. Reyes, 2805 Joan Dr., Edinburg, Tx. 78541


ATTENTION

ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-1306-10-J; PHARR-SAN JUAN-ALAMO I.S.D. AND SOUTH TEXAS COLLEGE VS MARIA I. ALEMAN

LEGAL DESCRIPTION: All of Lot 72, Citrus Trails Mobile Home Subd.
C5353-00-000-0072-00

PROPERTY LOCATION:

JUDGMENT DATE: August 23, 2012

DATE OF TAX SALE: February 5, 2013

YEARS IN JUDGMENT: 1998-2011

SHERIFF'S DEED RECORDED: July 11, 2013

AMOUNT OF JUDGMENT: $24,694.44

DATE OF TAX RESALE: June 3, 2014

COSTS OF SALE: $2,681.00

AMOUNT OF BID: $10,200.00

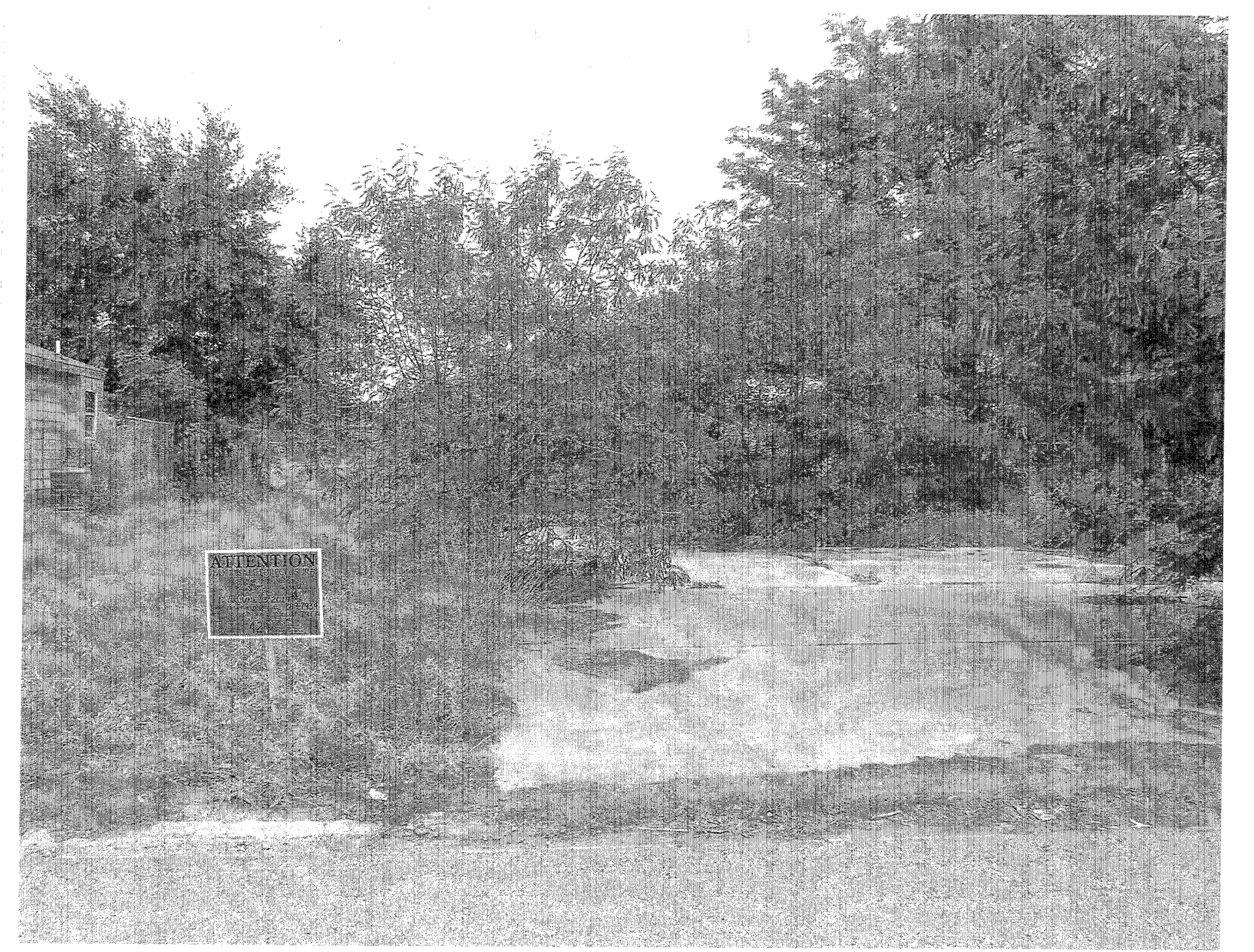
CURRENT APPRAISED VALUE: $23,753.00

VALUE AT JUDGMENT: $24,770.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Pharr-San Juan-Alamo I.S.D.	$12,688.54	51%	$3,834.69
South Texas I.S.D.	$345.69	1%	$75.19
South Texas College	$1,121.45	5%	$375.95
Hidalgo County	$4,537.38	18%	$1,353.42
City of Pharr	$5,580.10	23%	$1,729.37
Hidalgo Co. Drain. Dist. No. 1	$421.28	2%	$150.38

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Nathan Flores, 409 E. Ridge Rd., Pharr, Tx. 78577


ATTENTION

ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-1514-10-A; PHARR-SAN JUAN-ALAMO I.S.D AND SOUTH TEXAS COLLEGE VS JOSE MUNOZ, JR.

LEGAL DESCRIPTION: Lot 1, Block 148, Fir Subd., addition to the City of Pharr
F3450-00-148-0001-00

PROPERTY LOCATION:

JUDGMENT DATE: July 25, 2012

DATE OF TAX SALE: March 4, 2014

YEARS IN JUDGMENT: 2003-2011

SHERIFF'S DEED RECORDED: March 27, 2014

AMOUNT OF JUDGMENT: $14,804.64

DATE OF TAX RESALE: June 3, 2014

COSTS OF SALE: $1,949.00

AMOUNT OF BID: $9,000.00

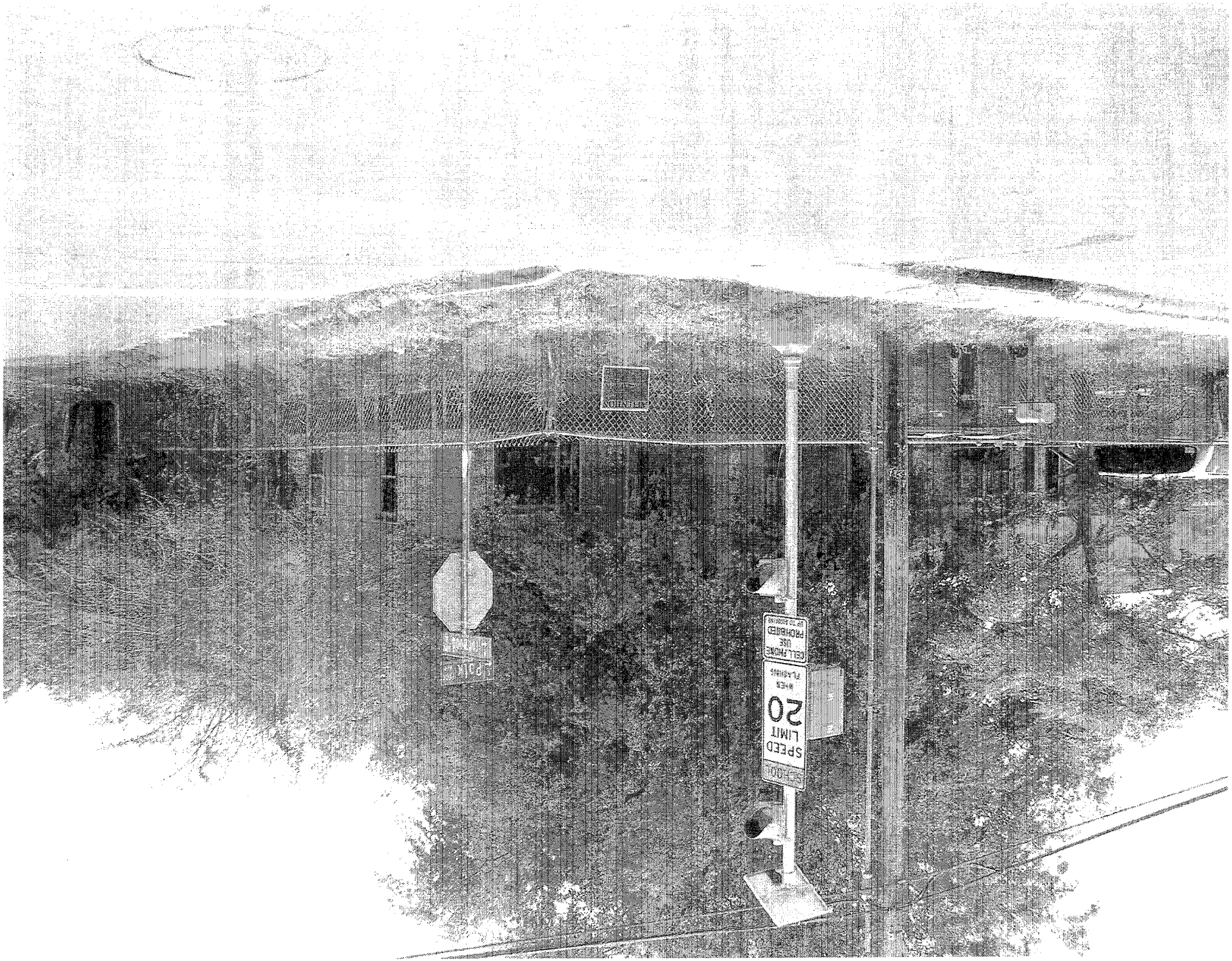
CURRENT APPRAISED VALUE: $31,528.00

VALUE AT JUDGMENT: $31,243.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Pharr-San Juan-Alamo I.S.D.	$6,984.08	47%	$3,313.97
South Texas I.S.D.	$236.69	1%	$70.51
South Texas College	$843.96	6%	$423.06
Hidalgo County	$2,951.27	20%	$1,410.20
City of Pharr	$3,495.98	24%	$1,692.24
Hidalgo Co. Drain. Dist. No. 1	$292.66	2%	$141.02

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Carlos Garcia,Jr., 6001 N. 36th St., McAllen, Tx.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ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-1687-10-H; PHARR-SAN JUAN-ALAMO I.S.D., CITY OF SAN JUAN AND SOUTH TEXAS COLLEGE VS LINDA LEE FLORES

LEGAL DESCRIPTION: Lot 25, Aldamas Subd.
A2655-02-000-0025-00

PROPERTY LOCATION:

JUDGMENT DATE: October 25, 2011

DATE OF TAX SALE: May 1, 2012

YEARS IN JUDGMENT: 2005-2010

SHERIFF'S DEED RECORDED: June 26, 2012

AMOUNT OF JUDGMENT: $25,244.12

DATE OF TAX RESALE: June 3, 2014

COSTS OF SALE: $1,504.00

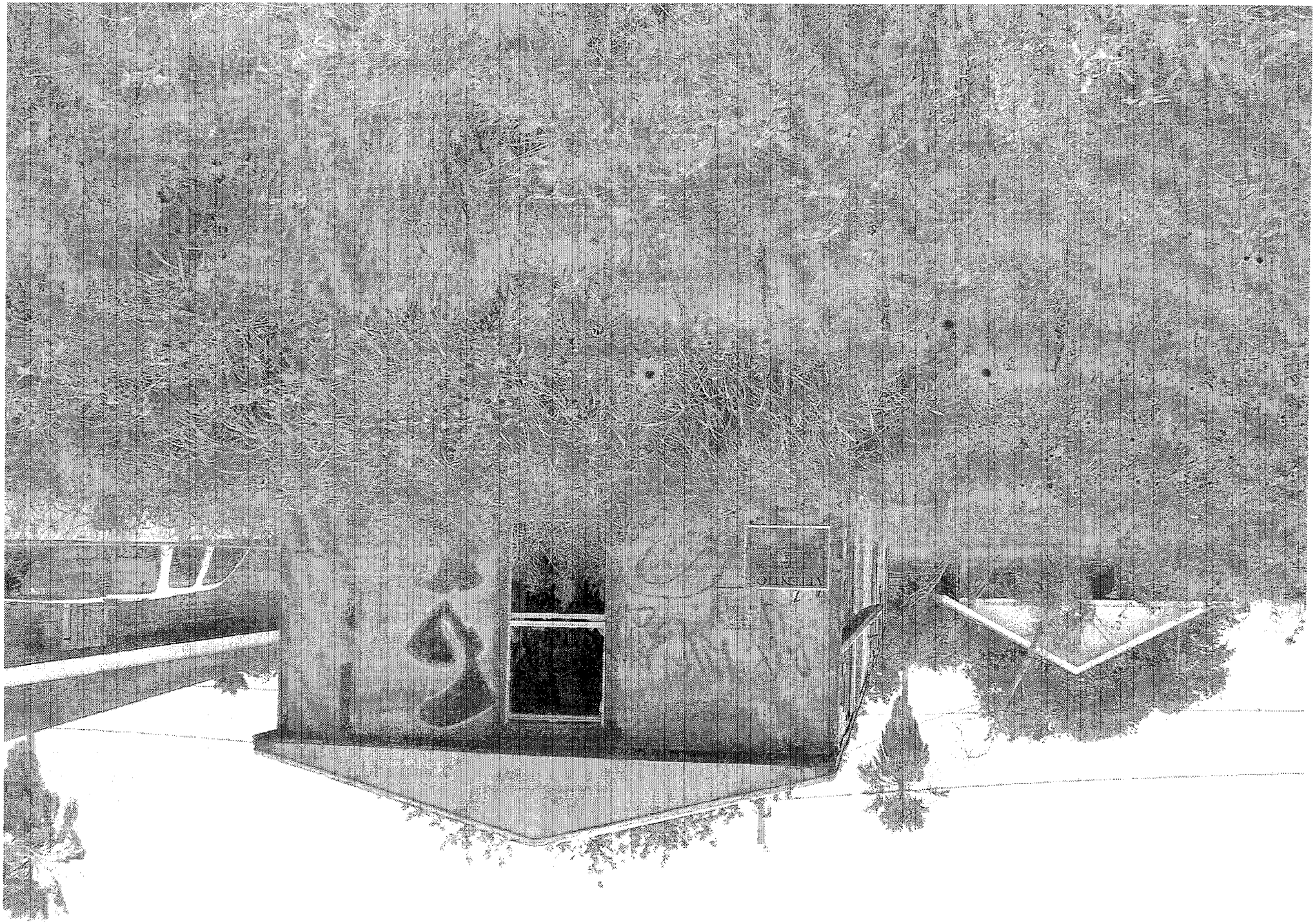
AMOUNT OF BID: $8,000.00

CURRENT APPRAISED VALUE: $18,807.00 **VALUE AT JUDGMENT:** $19,028.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Pharr-San Juan-Alamo I.S.D.	$12,416.75	49%	$3,183.04
City of San Juan	$5,134.14	21%	$1,364.16
City of San Juan (mowing liens)	$2,243.63	9%	$584.64
South Texas I.S.D.	$291.94	1%	$64.96
South Texas College	$938.03	4%	$259.84
Hidalgo County	$3,888.46	15%	$974.40
Hidalgo Co. Drain. Dist. No. 1	$331.17	1%	$64.96

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Nathan Flores, 409 E. Ridge Rd., Pharr, TX 78577



ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-214-11-A; PHARR-SAN JUAN-ALAMO I.S.D., CITY OF SAN JUAN AND SOUTH TEXAS COLLEGE VS DANIEL RAMIREZ

LEGAL DESCRIPTION: 0.776 acre, more or less, out of Lot 5, Block 17, John Closner Subd. L2750-00-017-0005-04

PROPERTY LOCATION:

JUDGMENT DATE: July 11, 2012

DATE OF TAX SALE: February 5, 2013

YEARS IN JUDGMENT: 1992-2011

SHERIFF'S DEED RECORDED: July 11, 2013

AMOUNT OF JUDGMENT: $28,321.67

DATE OF TAX RESALE: June 3, 2014

COSTS OF SALE: $1,644.00

AMOUNT OF BID: $11,500.00

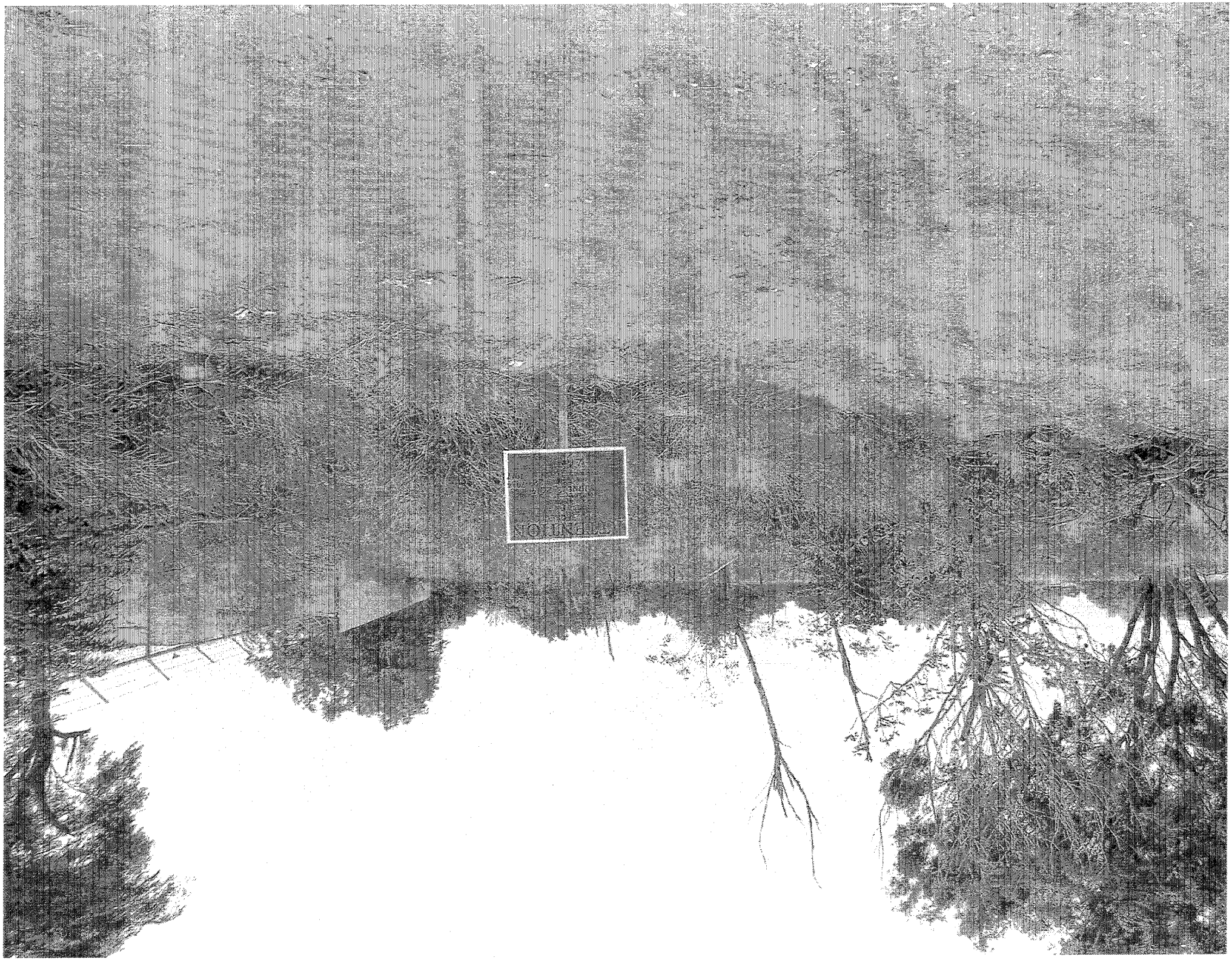
CURRENT APPRAISED VALUE: $39,170.00

VALUE AT JUDGMENT: $39,170.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Pharr-San Juan-Alamo I.S.D.	$14,830.38	52%	$5,125.12
City of San Juan	$6,039.98	21%	$2,069.76
South Texas I.S.D.	$391.66	1%	$98.56
South Texas College	$1,323.34	5%	$492.80
Hidalgo County	$5,248.08	19%	$1,872.64
Hidalgo Co. Drain. Dist. No. 1	$471.15	2%	$197.12
Hidalgo Co. EMS No. 4	$17.08	0%	$0

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Arturo Martinez, PO Box 6391, McAllen, TX 78502



ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-348-11-I; PHARR-SAN JUAN-ALAMO I.S.D. AND SOUTH TEXAS COLLEGE VS ARMANDO T. MARTINEZ

LEGAL DESCRIPTION: Lot 16, Block 21, Citrus Bay Unit No. 2, addition to the City of Pharr
C4700-00-21-0016-00

PROPERTY LOCATION:

JUDGMENT DATE: September 10, 2013

DATE OF TAX SALE: December 3, 2013

YEARS IN JUDGMENT: 1996-2012

SHERIFF'S DEED RECORDED: Jan. 28, 2014

AMOUNT OF JUDGMENT: $22,683.15

DATE OF TAX RESALE: June 3, 2013

COSTS OF SALE: $2,889.00

AMOUNT OF BID: $20,600.00

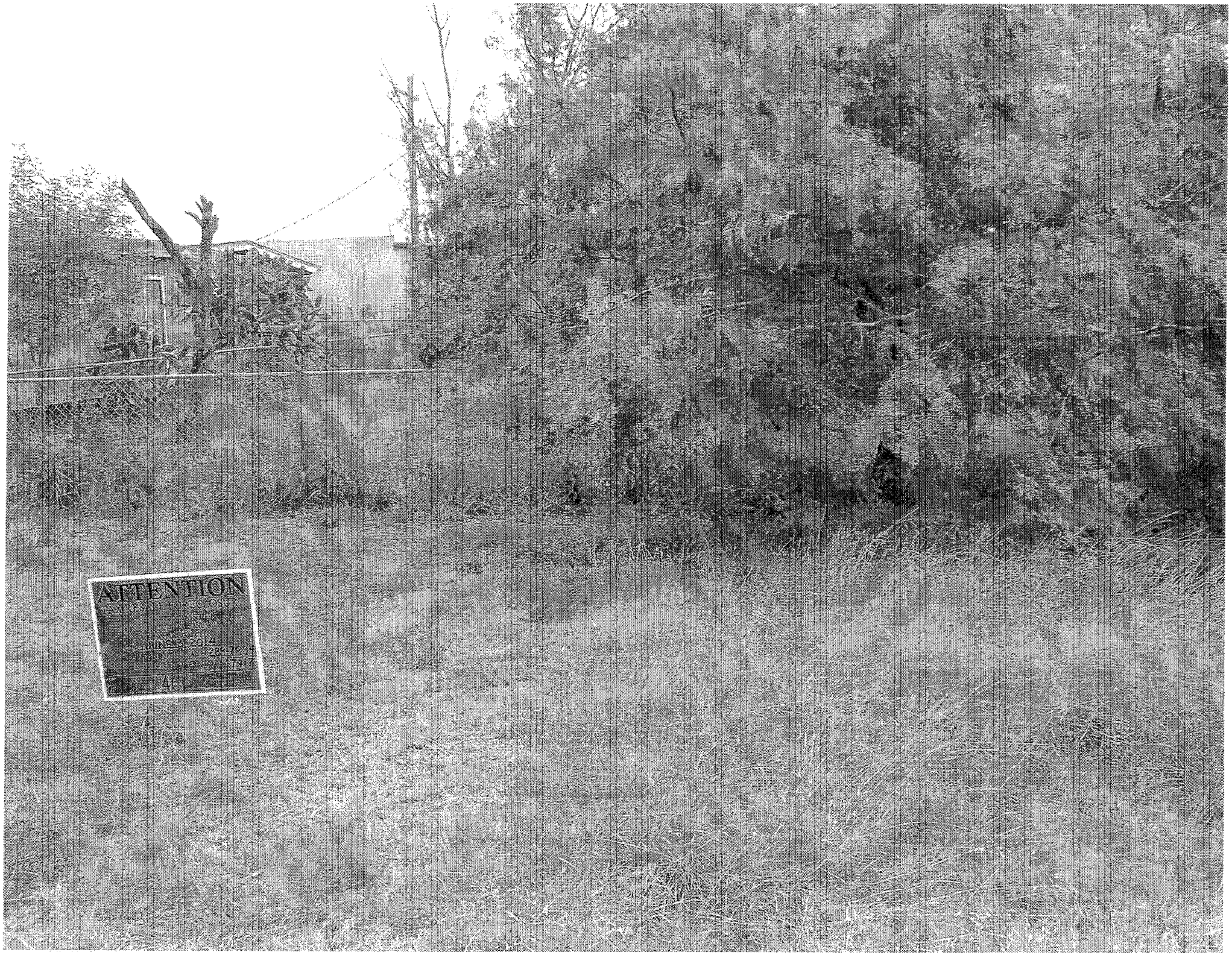
CURRENT APPRAISED VALUE: $19,440.00

VALUE AT JUDGMENT: $19,440.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Pharr-San Juan-Alamo I.S.D.	$12,212.86	54%	$9,563.94
City of Pharr	$4,857.14	21%	$3,719.31
South Texas I.S.D.	$303.69	1%	$177.11
South Texas College	$965.66	4%	$708.44
Hidalgo County	$3,982.91	18%	$3,187.98
Hidalgo Co. Drain.Dist. No. 1	$360.89	2%	$354.22

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Juan Garcia, 2812 Idela Ave., McAllen, Tx. 78503


ATTENTION

ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-566-11-A; PHARR-SAN JUAN-ALAMO I.S.D. AND SOUTH TEXAS COLLEGE VS JOSE E. AMET

LEGAL DESCRIPTION: Lot 11, Block 9, San Patricio Acres, addition to the City of Pharr
S1100-00-009-0011-00

PROPERTY LOCATION:

JUDGMENT DATE: March 20, 2013

DATE OF TAX SALE:

YEARS IN JUDGMENT: 1997-2012

SHERIFF'S DEED RECORDED: March 21, 2014

AMOUNT OF JUDGMENT: $22,441.32

DATE OF TAX RESALE: June 3, 2014

COSTS OF SALE: $1,081.00

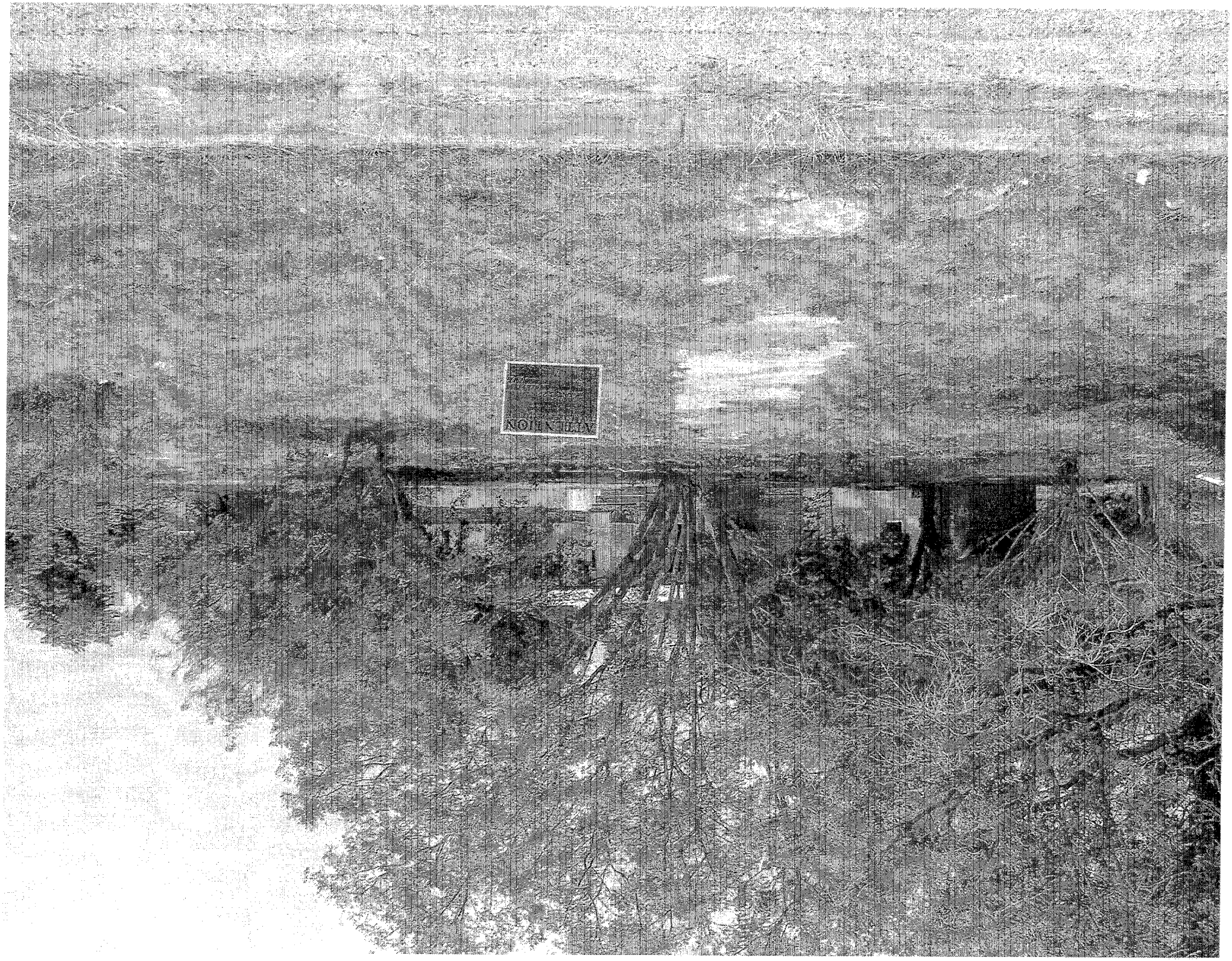
AMOUNT OF BID: $7,000.00

CURRENT APPRAISED VALUE: $15,818.00 **VALUE AT JUDGMENT:** $15,818.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Pharr-San Juan-Alamo I.S.D.	$10,098.21	45%	$2,663.55
South Texas I.S.D.	$266.49	1%	$59.19
South Texas College	$840.74	4%	$236.76
City of Pharr	$4,303.21	19%	$1,124.61
City of Pharr (mowing liens)	$3,116.37	14%	$828.66
Hidalgo County	$3,504.82	16%	$947.04
Hidalgo Co. Drain. Dist. No. 1	$311.48	1%	$59.19

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Nathan Flores, 409 E. Ridge Rd. Pharr, Tx. 78577



ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-854-07-B; VALLY VIEW I.S.D., CITY OF PHARR AND SOUTH TEXAS COLLEGE VS ELENA ZAVALA

LEGAL DESCRIPTION: Lot 82, Los Ranchitos Subd.
L6360-00-000-0082-00

PROPERTY LOCATION:

JUDGMENT DATE: March 27, 2013

DATE OF TAX SALE: July 2, 2013

YEARS IN JUDGMENT: 1990-2012

SHERIFF'S DEED RECORDED: Sept. 30, 2013

AMOUNT OF JUDGMENT: $13,730.13

DATE OF TAX RESALE: June 3, 2013

COSTS OF SALE: $2,267.00

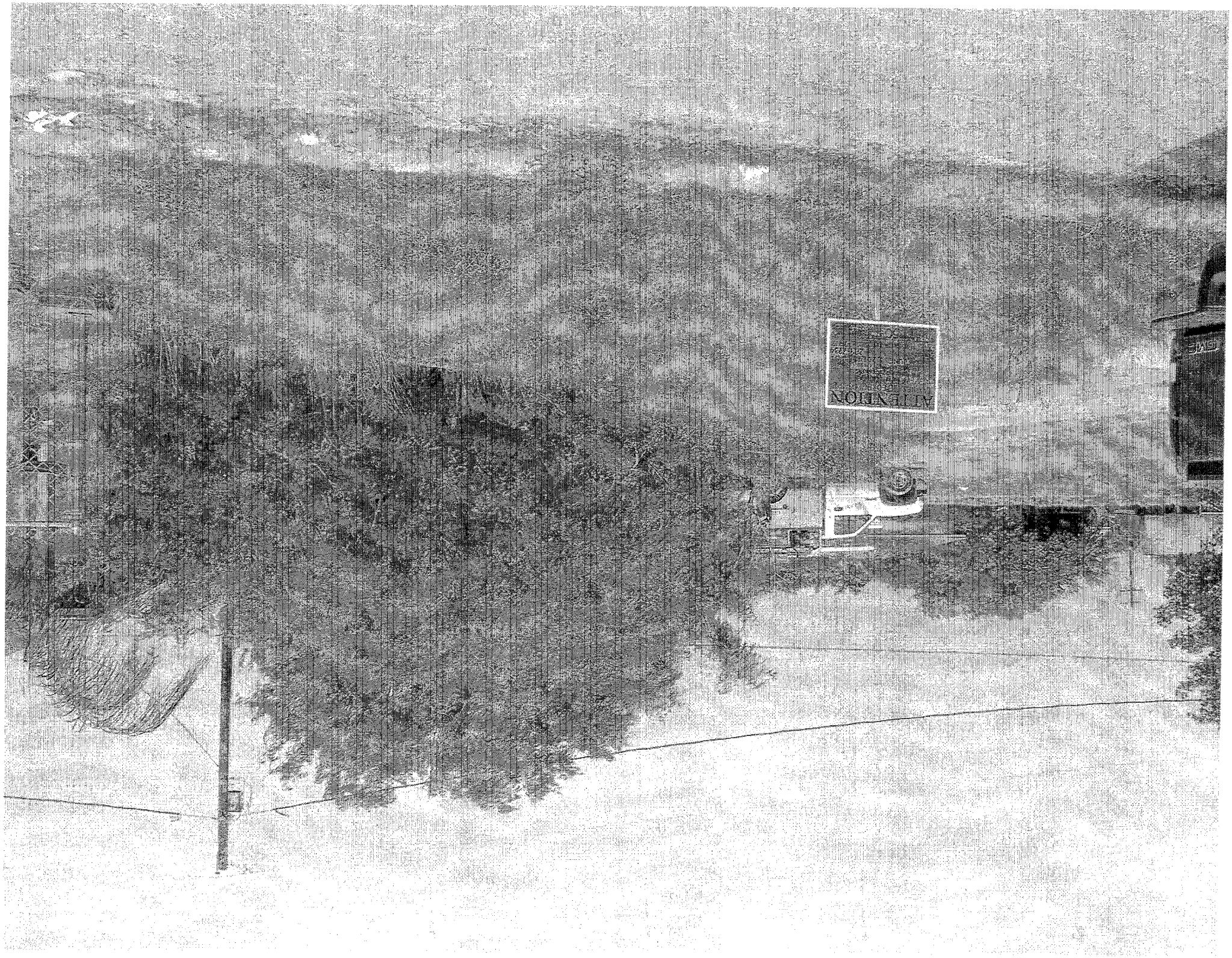
AMOUNT OF BID: $12,000.00

CURRENT APPRAISED VALUE: $15,180.00 **VALUE AT JUDGMENT:** $15,180.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Valley View I.S.D.	$9,318.91	68%	$6,618.44
South Texas I.S.D.	$115.72	1%	$97.33
South Texas College	$404.27	3%	$291.99
City of Pharr	$1,298.14	9%	$875.97
City of Pharr (mowing liens)	$1,352.37	10%	$973.30
Hidalgo County	$1,123.82	8%	$778.64
Hidalgo Co. Drain. Dist. No. 1	$116.90	1%	$97.33

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Nathan Flores, 409 E. Ridge Rd., Pharr, Tx. 78577


ATTENTION

ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-164-07-F; WESLACO I.S.D. AND SOUTH TEXAS COLLEGE VS ALFREDO ALVARADO

LEGAL DESCRIPTION: The West 165 ft. of the East 693, Farm Tract 339, West Tract Subd. W3800-00-339-0000-02

PROPERTY LOCATION:

JUDGMENT DATE: June 27, 2013

DATE OF TAX SALE: September 3, 2013

YEARS IN JUDGMENT: 1999-2012

SHERIFF'S DEED RECORDED: Nov. 12, 2013

AMOUNT OF JUDGMENT: $44,377.50

DATE OF TAX RESALE: June 3, 2014

COSTS OF SALE: $1,883.00

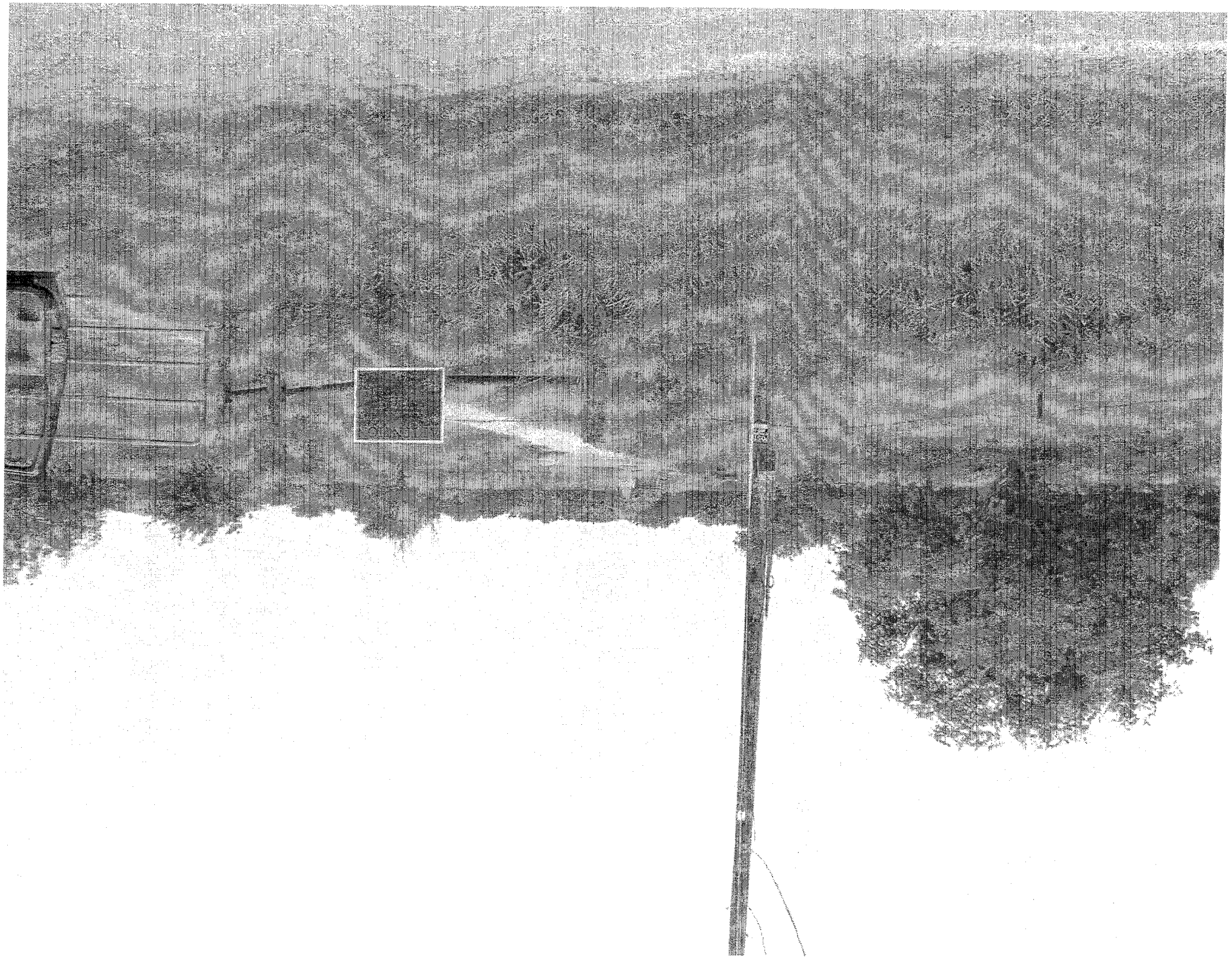
AMOUNT OF BID: $20,000.00

CURRENT APPRAISED VALUE: $64,442.00 **VALUE AT JUDGMENT:** $65,352.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Weslaco I.S.D.	$26,483.76	60%	$10,870.20
South Texas I.S.D.	$953.24	2%	$362.34
South Texas College	$3,072.48	7%	$1,268.19
Hidalgo Co. EMS No. 1	$330.14	0%	$0.00
Hidalgo Co. Drain Dist. No. 1	$1,224.65	3%	$543.51
Hidalgo County	$12,313.23	28%	$5,072.76

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: L. J. & J. Farms, Inc., P.O. Box 1119, Progreso, Tx.



ANALYSIS OF PRIVATE BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-780-06-F; EDINBURG C.I.S.D., SOUTH TEXAS COLLEGE AND HIDALGO COUNTY VS IIIDALGO GIN COMPANY, INC.

LEGAL DESCRIPTION: That portion of Lots 1, 2 and 3, lying East of the Southern Pacific Railroad, Block 157, Original Townsite, City of Mission, Hidalgo County, Texas
Account No. M5200-00-157-0001-00

PROPERTY LOCATION: W. Tom Landry Blvd. (see map attached)

JUDGMENT DATE: June 2, 2011

DATE OF TAX SALE: October 4, 2011

YEARS IN JUDGMENT: 1999-2010

SHERIFF'S DEED RECORDED: Dec. 13, 2011

AMOUNT OF JUDGMENT: $80,826.15

COSTS OF SALE: $980.00

AMOUNT OF BID: $28,000.00

CURRENT APPRAISED VALUE: $149,625.00

VALUE AT JUDGMENT: $149,625.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
Mission C.I.S.D.	$41,404.99	65%	$17,563.00
Hidalgo County	$16,148.21	25%	$6,755.00
Hidalgo Co. Road Dist. No. 5	$28.46	0%	$0.00
Hidalgo Co. Drain. Dist. No. 1	$1,424.23	2%	$540.40
South Texas College	$4,055.63	6%	$1,621.20
South Texas I.S.D.	$1,205.98	2%	$540.40

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: The City of Mission, 1201 E. 8th St., Mission, Tx. 78572

ANALYSIS OF BID RECEIVED FOR TAX RESALE PROPERTY

STYLE OF CASE: T-639-08-D; HIDALGO I.S.D. VS ORLANDO PALOMARES

LEGAL DESCRIPTION: Lots 21 and 22, Block 23, Hidalgo Park Estates Subd.
Account No. H2650-00-023-0021-00 & H2650-00-023-0022-00

PROPERTY LOCATION: 533 S. Ware Dr.

JUDGMENT DATE: May 21, 2009

DATE OF TAX SALE: September, 2009

YEARS IN JUDGMENT: 1997-2008

SHERIFF'S DEED RECORDED: Oct. 7, 2009

AMOUNT OF JUDGMENT: $14,439.02

DATE OF TAX RESALE: June 22, 2013

COSTS OF SALE: $2,922.00

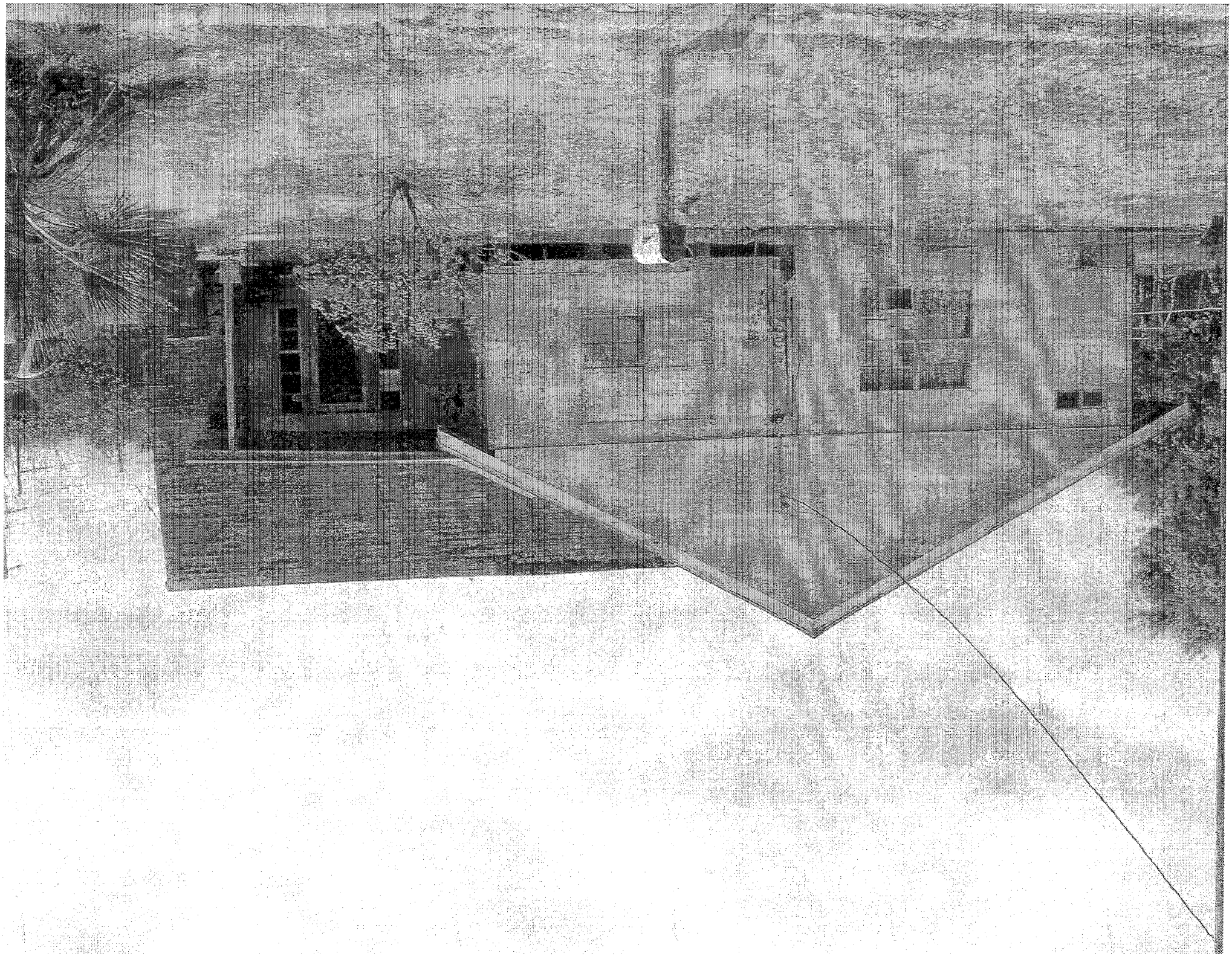
AMOUNT OF BID: $16,000.00

CURRENT APPRAISED VALUE: $49,778.00 **VALUE AT JUDGMENT:** $48,930.00

Entity Name	Judgment Amount Due Each Entity	Percentage To Be Received	Amount You Will Receive
City of Pharr	$5,228.18	36%	$4,708.08
Hidalgo County	$2,895.42	20%	$2,615.60
Hidalgo Co. Drain. Dist. No. 1	$235.17	2%	$261.56
Hidalgo I.S.D.	$5,084.83	35%	$4,577.30
South Texas College	$789.02	6%	$784.68
South Texas I.S.D.	$206.40	1%	$130.78

COMMENTS: PLEASE APPLY PROCEEDS PURSUANT TO TEXAS PROPERTY TAX CODE SECTION 34.06 (B) - (E). JUDGMENT YEARS ARE TO BE PAID BEFORE POST JUDGMENT YEARS. ANY REMAINING BALANCE SHOULD BE REMOVED.

BIDDER: Santosh Skariah, P. O. Box 623, Edinburg, Tx.



ANALYSIS OF PRIVATE BID RECEIVED ON STRUCK-OFF PROPERTY

STYLE OF CASE: T-2073-09-D; PHARR-SAN JUAN-ALAMO I.S.D. AND SOUTH TEXAS COLLEGE VS ROSA STAMATI

LEGAL DESCRIPTION: A PORTION OF LOTS 2, AND 3, BLOCK 'D', LYING NORTH OF LATERAL 'F', SUBDIVISION OF PORCIONS 69, AND 70, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 3, PAGE 133, DEED RECORDS OF HIDALGO COUNTY, TEXAS, AND BEING THAT SAME PROPERTY IDENTIFIED ON PLAINTIFFS' TAX ROLLS AS 7.69 ACRE TRACT OUT OF THE NORTH LATERAL F-2, AND 0.44 ACRE TRACT SOUTH OF THE NORTH LATERAL F-3, BLOCK D, KELLY PHARR LETTERED BLOCKS, HIDALGO COUNTY, TEXAS.

Account No. K2100-00-00D-0002-02

Entity Name	Year to Date Amount Due Each Entity	Amount You Will Receive
Pharr-San Juan-Alamo I.S.D.	$107,015.39	$60,674.00
South Texas College	$11,947.55	$6,833.95
Hidalgo County	$46,832.21	$26,803.23
Hidalgo Co. Drain. Dist. No. 1	$5,725.37	$3,352.92

BIDDER: City of Pharr, 118 S. Cage Blvd., Pharr, Tx. 78577

Delinquent Tax Collection Report for Hidalgo County

for the period of July 2013 – June 2014

PerdueBrandonFielderCollins&Mott LLP
ATTORNEYS AT LAW

200 South 10th Street, Suite 1500
McAllen, Texas 78501
956-631-4026
www.pbfcm.com

PerdueBrandonFielderCollins&Mott LLP
ATTORNEYS AT LAW

200 S. 10th Street, Suite 1500
McAllen, Texas 78501
Office (956) 631-4026
Fax (956) 994-8042

August 18, 2014

Hidalgo County
Honorable, Ramon Garcia, County Judge
Mr. Arturo Carlos "A.C." Cuellar, Jr., County Commissioner, Precinct 1
Mr. Hector "Tito" Palacios, County Commissioner, Precinct 2
Mr. Jose M. Flores, County Commissioner, Precinct 3
Mr. Joseph Palacios, County Commissioner, Precinct 4
1615 S. Closner, Suite J
Edinburg, TX 78539

RE:	**DELINQUENT TAX COLLECTIONS REPORT FOR THE PERIOD OF JULY 1, 2013 THROUGH JUNE 30, 2014**

Dear Judge Garcia and Commissioners:

The following is a brief overview of the collection activities of Perdue, Brandon, Fielder, Collins and Mott, LLP for the **Hidalgo County** for delinquent tax collections for the 2013-2014 fiscal year.

PRE-LITIGATION ACTIVITIES

PHONE CONTACTS

The Hidalgo County's delinquent tax program is designed with an emphasis on working with the taxpayers to resolve their tax problems. Our *Call Center* personnel conduct address and phone number research so that actual personal contact can be made with the taxpayer. Our team of professional and courteous phone staff has handled **73,453** phone calls involving the County's accounts during this reporting period.

MAILINGS

The Hidalgo County's delinquent tax program includes mailed, bi-lingual notices informing the taxpayers of their delinquency. During this reporting period, our Firm has mailed out **96,783** separate ***Notices of Delinquency.*** This is in addition to the ***Specialized Notices*** generated from our McAllen office. Our mass mailings are coordinated with the Tax Office and are staggered in order to help avoid overwhelming the Tax Office with too many taxpayers at one time. The expense of mailing and postage is paid by our Firm.

PROPERTY INSPECTIONS

Property Inspections/Personal Visits are another important tool in the Hidalgo County's delinquent tax collection program. During this reporting period, our staff has conducted **1,602** property inspections/personal visits in the County. Our staff of professional and courteous Field Inspectors is trained to inform taxpayers of payment options and/or deferrals they may be eligible to receive.

PAYMENT AGREEMENTS

During this reporting period, our staff located and entered into payment agreements with **437** delinquent taxpayers involving **$755,460** in base tax owed to the Hidalgo County.

LITIGATION

When phone contacts, notices and/or personal visits do not generate the desired effect, our Firm actively pursues litigation. During this reporting period, our Firm has filed **2,698 Original Petitions/Interventions** involving claims, totaling **$11,872,301** in base tax on behalf of the County**.**

However, our Firm's collection philosophy has never emphasized the filing of lawsuits as the primary means for maximizing collections. Indeed, we view the filing of litigation as a failure of the collection process because of the unnecessary and substantial expenses that it imposes on taxpayers without providing a benefit to the taxing entities. Our Firm emphasizes a personal approach to collections. This means that we take the time and make the effort to communicate one-on-one with taxpayers and fashion a payment arrangement that results in prompt payment to the County while being compassionate to the economically disadvantaged.

TAX SALES

TAX SALES

Our Firm's commitment in working with taxpayers towards a resolution of their tax problems is evident in the way we handle our tax sales. We formulate a list of potential properties that are ready to be placed in the tax sale. Our Tax Sales Department and Litigation Department work with these taxpayers to make payment arrangements prior to the tax sale, resulting in a savings of approximately $900 per property for the taxpayer.

The following is a breakdown of the results of the **474** properties that were posted for tax sale during this reporting period and the amount the County received.

Payment Agreements	196	$852,387.63
Struck Off Properties	185	$868,890.54
Sold	93	$329,570.58

TAX RESALES

If there are no bidders on the property during a Tax Sale, it is then "struck off" to the taxing entity in trust for all participating taxing entities. It is not uncommon for taxing entities to acquire title to properties to be held in trust for all taxing entities that were in the delinquent tax lawsuit. The taxing entity does not want the property, but merely the taxes due on it, or to have the property in the hands of a person who will pay the taxes. ***A Public Sheriff's Tax Resale is a tool we use to assist our clients in accomplishing this goal.***

Perdue Brandon has extensive experience in reselling properties that our clients hold in trust for themselves and other entities. It is our policy to place these properties back on the tax rolls in a revenue producing capacity as quickly as possible. Our policy is to provide this service with the degree of interaction that the County desires. We use all legal avenues to turn a tax liability into a tax paying property. Any costs associated with this service that are not covered by the sale are borne by Perdue Brandon.

Property acquired at a tax sale by being "struck off" can be resold at a subsequent sale. Frequently, however, if the property did not sell the first time, it will not sell at a "full price resale." We have worked with several of our clients in reselling property for less than the full amount due. This takes coordination from the Tax Office, attorneys and governing body of the taxing unit.

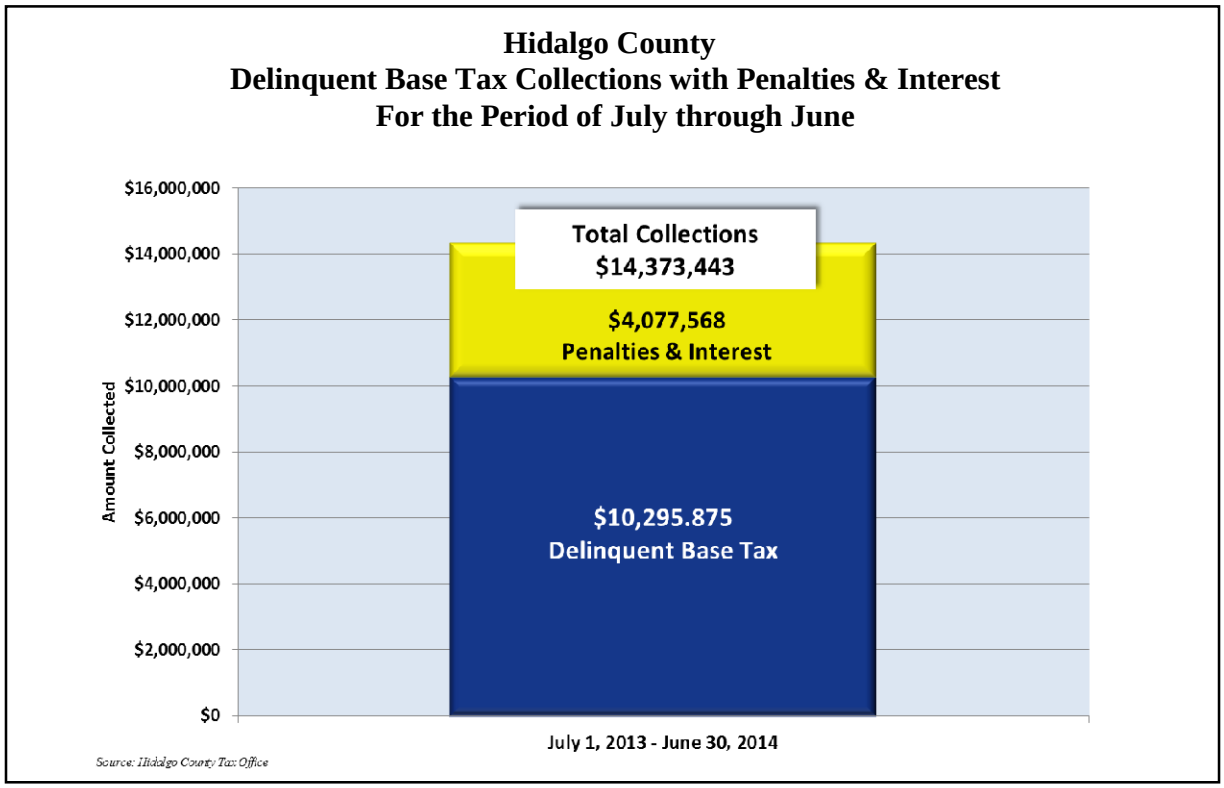
The following is a breakdown of the results of the tax resales during this reporting period and the amount the County received. Any properties not sold will be placed in our next tax resale.

Tax Resale	Sold	Amount
November 2013	33	$46,899.57
April 2014	69	$150,235.17
Total	102	$197,134.74

COLLECTION COMPARISON

FISCAL-YEAR COLLECTIONS

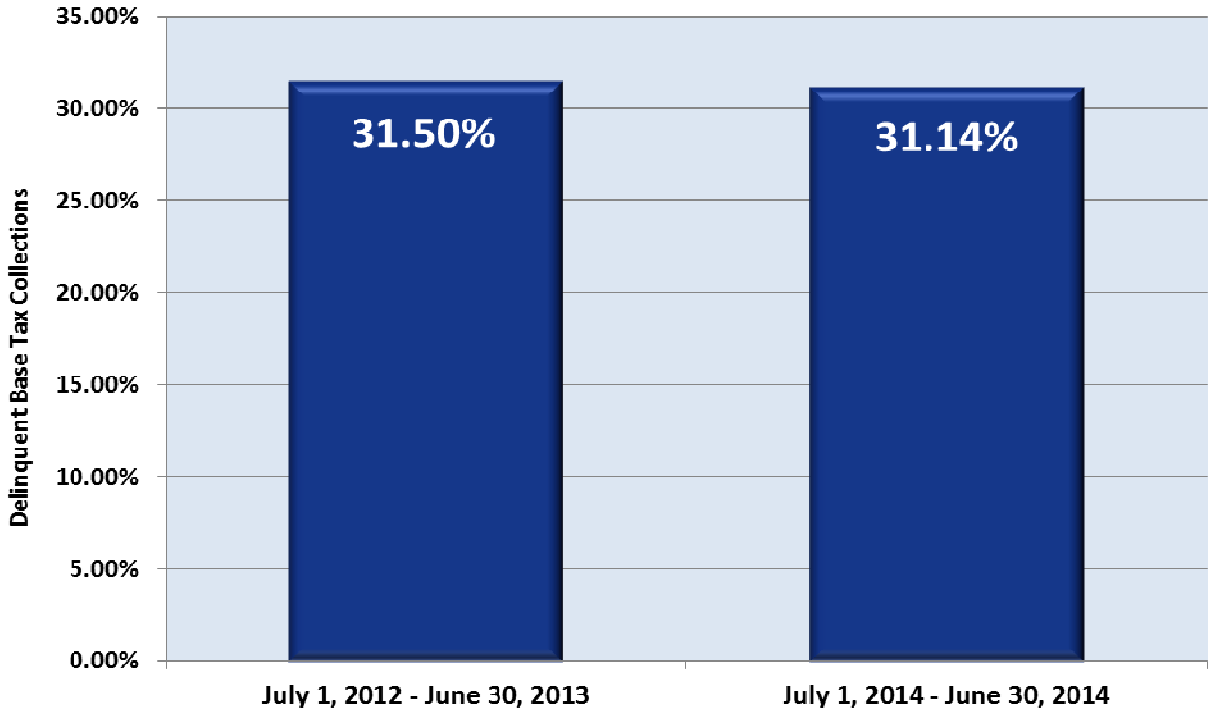
As you know, all of our efforts are directed towards the goal of maximizing collections for the Hidalgo County**.** We are pleased to announce that our efforts have resulted in collections of **$10,295,875** delinquent base tax for this reporting period of July 1, 2014 – June 30, 2014. Additionally, our Firm has collected **$4,077,568** in penalty and interest for a total of **$14,373,443**. The following graph illustrates the County's total delinquent tax collections for this reporting period.



FISCAL-YEAR COMPARISON

The following graph compares the percentage of base tax collected from July 2013 through June 2014 with the same time period in 2012-2013. We are proud to report that despite a decrease of $771,146 in the delinquent tax levy, we succeeded in attaining a collection rate of 31.14% in the delinquent tax levy collected for this reporting period.

Hidalgo County
Delinquent Tax Collections Comparison
July 2012-June 2013 vs. July 2013-June 2014
(Base Tax Only)



	07/01/2012 – 6/30/2013 Beginning Balance	07/01/2013 – 6/30/2014 Beginning Balance
Total Delinquent Levy	$33,831,232	$33,060,086
Collected	**$10,655,975**	**$10,295,875**
Percentage Collected	31.50%	31.14%

Source: Hidalgo County Tax Office

Our Firm looks forward to assisting the **Hidalgo County** in its delinquent tax collection efforts and encourages any feedback and recommendations. Please feel free to contact our offices should you have any questions or require additional information.

Respectfully,

Perdue, Brandon, Fielder, Collins & Mott, L.L.P.

Hiram A. Gutierrez
Partner

AI-46034 **Comm. Court Executive Office 7. D.**

CC - REGULAR

Meeting Date: 08/25/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement checks from Fred Loya Insurance Company in the amounts of $531.14 and $302.46 to settle auto accident with County vehicle.(Precinct 4)

BACKGROUND

DOI: 05/08/14 Acct #: 4-1100-360-00-000-005-0-000

Attachments

Fred Loya Settlement Checks

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/15/2014 03:07 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Aida Alvarez Started On: 08/15/2014 02:50 PM

Final Approval Date: 08/21/2014

WARNING – THIS CHECK IS PROTECTED BY SPECIAL SECURITY GUARD PROGRAM™ FEATURES

FRED LOYA INSURANCE AGENCY
FOR LOYA INSURANCE COMPANY

Frost Bank
Fort Worth, TX
30-9/1140

10014220

CLAIMS ACCOUNT
1800 LEE TREVINO
EL PASO, TEXAS 79936

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

PAY * FIVE HUNDRED THIRTY-ONE DOLLARS & 14 CENTS----------

TO THE ORDER OF
COUNTY OF HIDALGO
2818 S. BUSINESS HWY. 281, ADMIN BLDG.
EDINBURG, TX. 78539

531.14
CHECK AMOUNT

7/21/14

COMMENTS: PD SUBROGATION PAYMENT
ATTENTION LAURO TORRES

HEAT SENSITIVE
RUB AREA TO VERIFY

AUTHORIZED SIGNATURE

THIS CHECK CONTAINS MULTIPLE SECURITY FEATURES – SEE BACK FOR DETAILS

⑈00100142 20⑈ ⑆114000093⑆ 6500 16756⑈

FRED LOYA INSURANCE AGENCY
FOR LOYA INSURANCE COMPANY
CLAIMS ACCOUNT

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF THE ITEMS DESCRIBED BELOW.
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

10014220

DATE	DRAFT#	CLAIM#	POLICY#	AMOUNT
7/21/14	10014220	545 14967	65 479890108	531.14

INSURED: NINFA GARZA LARA

COUNTY OF HIDALGO
2818 S. BUSINESS HWY. 281, ADMIN BLDG.
EDINBURG, TX. 78539

WARNING - THIS CHECK IS PROTECTED BY SPECIAL SECURITY GUARD PROGRAM™ FEATURES

FRED LOYA INSURANCE AGENCY
FOR LOYA INSURANCE COMPANY

Frost Bank
Fort Worth, TX
30-9/1140

10018663

CLAIMS ACCOUNT
1800 LEE TREVINO
EL PASO, TEXAS 79936

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

PAY * THREE HUNDRED TWO DOLLARS & 46 CENTS----------

TO THE ORDER OF
COUNTY OF HIDALGO
2818 S. BUSINESS HWY. 281, ADMIN BLDG
EDINBURG, TX. 78539

302.46
CHECK AMOUNT

7/30/14

COMMENTS: PD-SUBRO PAYMENT FOR DAMGES TO TIRES
ATTENTION: LAURO TORRES

HEAT SENSITIVE
RUB AREA TO VERIFY

AUTHORIZED SIGNATURE

THIS CHECK CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

⑈00100186633⑈ ⑆114000093⑆ 6500167566⑈

FRED LOYA INSURANCE AGENCY
FOR LOYA INSURANCE COMPANY
CLAIMS ACCOUNT

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF THE ITEMS DESCRIBED BELOW.
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

10018663

DATE	DRAFT#	CLAIM#	POLICY#	AMOUNT
7/30/14	10018663	545 14967	65 479890108	302.46

INSURED: NINFA GARZA LARA

COUNTY OF HIDALGO
2818 S. BUSINESS HWY. 281, ADMIN BLDG
EDINBURG, TX. 78539

GCR TIRE CENTERS

2411 E. SUGAR CANE DR.
WESLACO, TEXAS 78599

Quote: *HIDALGO COUNTY PCT # 4 05/19/2014*

Attn: REJINO SALINAS Unit# PD-15

TEXAS BUY-BOARD PRICING # 7623

Nicholas Flores

ITEM	DESCRIPTION	QTY	COST EA	TOTAL
156-566	295/75R22.5 FIRESTONE FS-561 STEER TIRE	2	$ 265.57	$ 531.14
186165	295/75R22.5 BRIDESTONE BS M726 DRIVE	4	$ 416.80	$ 1,667.20
	TOTAL PRICE			$ 2,198.34

Note:
2 tires were damaged → 2 x 416.80 = $833.60

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

AI-45809 **Comm. Court Executive Office 7. E.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting permission to utilize the open forum area on courthouse grounds for a Prayer Rally on Saturday, September 13, 2014 from 9am to 11am

BACKGROUND

Attachments

request

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/01/2014 03:36 PM
Manuel Chapa	Manuel Chapa	08/04/2014 08:54 AM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Monica Badillo Started On: 08/01/2014

Final Approval Date: 08/21/2014

RECEIVED

JUL 2 8 2014

COUNTY JUDGE

Date: July 29, 2014

To: Mr. Balde Guerra, Executive Officer

Re: Permission to use the Open Forum

From: **The Edinburg Pro-Life Committee**

This committee consist of the three parishes in our community in Edinburg; Sacred Heart, St. Joseph, and Holy Family. The three councils of Knights of Columbus have united to organize a ***"Prayer Rally"*** to bring the community together; families, children, adult, church and public leaders to manifest the need to pray for our country to discourage so much violence, crime, and to protest against the law that permits abortion to occur in our country. Repeating the prayer of Billy Graham we pray, " Heavenly Father, we come before you today to ask your forgiveness and to seek your direction and guidance."

Statement of Need

Every year, more than,1.5 million children are aborted in their mother womb. Over 50 million children have lost their life through abortion since the infamous law of Roe vs. Wade which passed in January 22, 1973. Four thousand pre-born children die every day in the United States, one every 26 seconds. 42 million pre-born babies die world- wide; that's 20 percent of humanity. It was John Paul II who said "A nation that kills it's children is a nation without hope." Hence, united we come to plea for our country to stop the holocaust against pre-born children who have no one to speak on their behalf.

Action Plan

Therefore, we request **your permission** to use the Courthouse Grounds around the Memorial Wall to convene as a community and pray, sing, and listen to speakers express their prayers and needs to call this country on its knees to Repent their ways and implore the "Name of God" and "His Mercy" to call us back home to restore and cherish the Christian Values on which this country was founded on.

The prayer service will be Saturday, September 13, 2014 from 9 a.m. to 11:00 a.m.

For more information you may contact AL Lopez at 956-648-6637.

AI-46136 **Tax Office 8. A.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: Tax Office **Submitted By:** Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Submission of 2014 effective and rollback tax rates.
2. Discussion of 2014 planning calendar
3. Discussion of 2014 tax rates
4. Record vote on proposed 2014 tax rate and schedule two (2) public hearings if proposed tax rate exceeds the lower of the effective or rollback rates.

BACKGROUND

Attachments

County Calendar

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/21/2014 04:12 PM
Obdett Calzada	Obdett Calzada	08/21/2014 04:59 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Merlen P. Munoz Started On: 08/21/2014 03:49 PM

Final Approval Date: 08/21/2014

2014 Planning Calendar
Hidalgo County

Date: 08/21/2014 04:08 PM

Date	Activity
April-May	Mailing of notices of appraised value by chief appraiser.
April 30	The chief appraiser prepares and certifies to the tax assessor for each county, municipality, and school district participating in the appraisal district an estimate of the taxable value.
May 15	Deadline for submitting appraisal records to ARB.
July 20* (Aug. 30)	Deadline for ARB to approve appraisal records.
July 25	Deadline for chief appraiser to certify rolls to taxing units.
	Certification of anticipated collection rate by collector.
August 11, 2014	Calculation of effective and rollback tax rates.
	Publication of effective and rollback tax rates, statement and schedules; submission to governing body. ***(Publication is not required by counties following SB1510 requirements.**)***
	72-hour notice for meeting *(Open Meetings Notice)*.
August 25, 2014	Meeting of governing body to discuss tax rate; if proposed rate tax rate will exceed the rollback rate or the effective tax rate (whichever is lower), take record vote and schedule public hearing.
	Notice of Public Hearing on Tax Increase is the first quarter-page notice in newspaper and on TV and website, if available, published at least seven days before public hearing. ***(Not required by counties following SB1510 requirements.**)***
August 29, 2014	***Counties following SB1510 requirements must publish their Notice of Property Tax Rates by September 1.****
	72-hour notice for public hearing *(Open Meetings Notice)*
September 9, 2014	Public hearing.
	72-hour notice for second public hearing *(Open Meetings Notice)*
September 23, 2014	Second public hearing (may not be earlier than 3 days after first public hearing); schedule and announce meeting to adopt tax rate 3-14 days from this date.
	Notice of Tax Revenue Increase published before meeting*** to adopt tax rate is the second quarter-page notice in newspaper before meeting and published on TV and website (if available, at least seven days before meeting). ***(Not required by counties following SB1510 requirements.**)***
	72-hour notice for meeting at which governing body will adopt tax rate *(Open Meetings Notice)*
September 30, 2014	Meeting to adopt tax rate. Meeting is 3 to 14 days after second public hearing. Taxing unit must adopt tax rate by Sept. 30 or 60 days after receiving certified appraisal roll, whichever is later.
	County tax assessors publish on their website a 5 year summary of the tax rates for each taxing unit fully or partially located within the county.

*Tax Code Section 81.06 directs that if a date falls on a weekend, the deadline is extended to the following regular business day
**Advice of taxing unit legal counsel should be sought to determine how to fulfill the requirements of SB1510.
***Advice of taxing unit legal counsel should be sought to determine which approach to take in notifying the public of the meeting at which the governing body will vote on the tax rate.

AI-46143 **Tax Office 8. B.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted By: Edgar Jaramillo, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Approval of Amendment to Interlocal Agreements between County of Hidalgo, for tax assessment and collection with the following entities: City of Alton, City of Edcouch, City of Elsa, City of Hidalgo, City of Mercedes, City of Mission, City of Pharr, Hidalgo ISD, McAllen ISD, Mercedes ISD, Monte Alto ISD, PSJA ISD, Sharyland ISD, South Texas College, South Texas ISD, Valley View ISD, Weslaco ISD. (Reflecting a 5% increase.)

BACKGROUND

Attachments

Alton
Edcouch
So TX ISD
Valley View ISD
Weslaco ISD
STC
Sharyland ISD
Monte Alto ISD
PSJA ISD
McAllen ISD
Mercedes ISD
Pharr
Hidalgo ISD
Hidalgo
Mercedes
Mission
Elsa
legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/21/2014 04:38 PM
Glinda Pacheco	Glinda Pacheco	08/21/2014 05:08 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Edgar Jaramillo Started On: 08/21/2014 04:23 PM

Final Approval Date: 08/21/2014

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("AMENDMENT"), dated _____, is made between the **CITY OF ALTON**, hereinafter referred to as "CITY," and Hidalgo County, hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WHEREAS, on or about February 1997, COUNTY entered into an Inter-local Cooperation Agreement "(Inter-local)" with CITY for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and CITY, now desire to amend the Inter-local as hereinafter provided.

NOW THEREFORE, for the purpose stated herein, COUNTY and CITY hereby agree to the following amendments to the Inter-local:

1. Section VI of the Inter-local is amended to read as follows:

    1. CITY hereby agrees to pay and COUNTY agrees to accept a fee of $8,484.00 of all current and delinquent base taxes collected from October 1st through September 30, 2015. For subsequent years after reviewing actual collection costs, COUNTY will submit to CITY, prior to July 21st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. CITY will have until August 1st to accept the recommended fee.

    2. COUNTY will be paid by deducting the fee at the rate of $707.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

2. Except as modified herein, all terms and conditions of the Inter-local, as amended, remain in full force and effect.

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

CITY OF ALTON

BY:_____

Salvador Vela
City of Alton Mayor

ATTEST:

Baudelia Rojas, TRMC/CPM
Secretary, Board of Trustees

CITY OF ALTON TEXAS

HIDALGO COUNTY

By:_____

Ramon Garcia
Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr.
Hidalgo County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("AMENDMENT"), dated 8-19-14, is made between the **CITY OF Edcouch**, hereinafter referred to as "CITY," and Hidalgo County, hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WHEREAS, on or about July 29, 2003, COUNTY entered into an Inter-local Cooperation Agreement "(Inter-local)" with CITY for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and CITY, now desire to amend the Inter-local as hereinafter provided.

NOW THEREFORE, for the purpose stated herein, COUNTY and CITY hereby agree to the following amendments to the Inter-local:

1. Section VI of the Inter-local is amended to read as follows:

    1. CITY hereby agrees to pay and COUNTY agrees to accept a fee of $6,372.00 of all current and delinquent base taxes collected from October 1st through September 30, 2015. For subsequent years after reviewing actual collection costs, COUNTY will submit to CITY, prior to July 1st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. CITY will have until August 1st to accept the recommended fee.

    2. COUNTY will be paid by deducting the fee at the rate of $531.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

2. Except as modified herein, all terms and conditions of the Inter-local, as amended, remain in full force and effect.

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

CITY OF EDCOUCH

BY:_____

Robert Schmalzried
City of EDCOUCH Mayor

ATTEST:

_____

City Secretary

HIDALGO COUNTY

By:_____

Ramon Garcia
Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr.
Hidalgo County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("AMENDMENT"), dated _____, is made between the **South Texas Independent School District**, hereinafter referred to as "SCHOOL DISTRICT," and Hidalgo County, hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WHEREAS, on or about December 11, 2007, COUNTY entered into an Inter-local Cooperation Agreement "(Inter-local)" with SCHOOL DISTRICT for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and SCHOOL DISTRICT, now desire to amend the Inter-local as hereinafter provided.

NOW THEREFORE, for the purpose stated herein, COUNTY and SCHOOL DISTRICT hereby agree to the following amendments to the Inter-local:

1. Section VI of the Inter-local is amended to read as follows:

    1. SCHOOL DISTRICT hereby agrees to pay and COUNTY agrees to accept a fee of $110,256.00 of all current and delinquent base taxes collected from September 1st through August 31st. For subsequent years after reviewing actual collection costs, COUNTY will submit to SCHOOL DISTRICT, prior to May 1st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. SCHOOL DISTRICT will have until June 1st to accept the recommended fee.
    2. COUNTY will be paid by deducting the fee at the rate of $9,188.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

2. Except as modified herein, all terms and conditions of the Inter-local, as amended, remain in full force and effect.

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

SOUTH TEXAS I S D

BY: /Homero Garcia/

Homero Garcia
President, Board of Trustees

ATTEST:

/D&E Buchanan/

Douglas E. Buchanan
Secretary, Board of Trustees

HIDALGO COUNTY

By:_____

Ramon Garcia
Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr.
Hidalgo County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("AMENDMENT"), dated _____, is made between the **School District of Valley View**, hereinafter referred to as "SCHOOL DISTRICT," and Hidalgo County, hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WHEREAS, on or about May 10, 2005, COUNTY entered into an Inter-local Cooperation Agreement "(Inter-local)" with SCHOOL DISTRICT for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and SCHOOL DISTRICT, now desire to amend the Inter-local as hereinafter provided.

NOW THEREFORE, for the purpose stated herein, COUNTY and SCHOOL DISTRICT hereby agree to the following amendments to the Inter-local:

1. Section VI of the Inter-local is amended to read as follows:

    1. SCHOOL DISTRICT hereby agrees to pay and COUNTY agrees to accept a fee of $24,252.00 of all current and delinquent base taxes collected from September 1st through August 31st. For subsequent years after reviewing actual collection costs, COUNTY will submit to SCHOOL DISTRICT, prior to May 1st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. SCHOOL DISTRICT will have until June 1st to accept the recommended fee.
    2. COUNTY will be paid by deducting the fee at the rate of $2,021.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

2. Except as modified herein, all terms and conditions of the Inter-local, as amended, remain in full force and effect.

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

SCHOOL DISTRICT OF VALLEY VIEW

BY:_____

Jose A. Rosillo
President, Board of Trustees

ATTEST:

_____

Frank Jimenez
Secretary, Board of Trustees

HIDALGO COUNTY

By:_____

Ramon Garcia
Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr.
Hidalgo County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("AMENDMENT"), dated _____, is made between the **School District of Weslaco**, hereinafter referred to as "SCHOOL DISTRICT," and Hidalgo County, hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WHEREAS, on or about September 5, 1995, COUNTY entered into an Inter-local Cooperation Agreement "(Inter-local)" with SCHOOL DISTRICT for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and SCHOOL DISTRICT, now desire to amend the Inter-local as hereinafter provided.

NOW THEREFORE, for the purpose stated herein, COUNTY and SCHOOL DISTRICT hereby agree to the following amendments to the Inter-local:

1. Section VI of the Inter-local is amended to read as follows:

    1. SCHOOL DISTRICT hereby agrees to pay and COUNTY agrees to accept a fee of $90,540.00 of all current and delinquent base taxes collected from September 1st through August 31st. For subsequent years after reviewing actual collection costs, COUNTY will submit to SCHOOL DISTRICT, prior to May 1st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. SCHOOL DISTRICT will have until June 1st to accept the recommended fee.
    2. COUNTY will be paid by deducting the fee at the rate of $7,545.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

2. Except as modified herein, all terms and conditions of the Inter-local, as amended, remain in full force and effect.

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

SCHOOL DISTRICT OF WESLACO

BY:_____

Dr. Robert Sepulveda
President, Board of Trustees

ATTEST:

_____

Adrian Gonzalez
Secretary, Board of Trustees

HIDALGO COUNTY

By:_____

Ramon Garcia
Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr.
Hidalgo County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("AMENDMENT"), dated _____, is made between **South Texas College**, hereinafter referred to as "STC," and Hidalgo County, hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WHEREAS, on or about March 11, 1996, COUNTY entered into an Inter-local Cooperation Agreement "(Inter-local)" with STC for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and STC, now desire to amend the Inter-local as hereinafter provided.

NOW THEREFORE, for the purpose stated herein, COUNTY and STC hereby agree to the following amendments to the Inter-local:

1. Section VI of the Inter-local is amended to read as follows:

    1. STC hereby agrees to pay and COUNTY agrees to accept a fee of $98,304.00 of all current and delinquent base taxes collected from September 1st through August 31st. For subsequent years after reviewing actual collection costs, COUNTY will submit to STC, prior to May 1st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year, STC will have until June 1st to accept the recommended fee.
    2. COUNTY will be paid by deducting the fee at the rate of $8,192.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

2. Except as modified herein, all terms and conditions of the Inter-local, as amended, remain in full force and effect.

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

SOUTH TEXAS COLLEGE

BY:_____

Rose Benavidez
Chair, Board of Trustees

ATTEST:

_____

Graciela Farias
Secretary, Board of Trustees

HIDALGO COUNTY

By:_____

Ramon Garcia
Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr.
Hidalgo County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("AMENDMENT"), dated _____, is made between the **School District of SHARYLAND**, hereinafter referred to as "SCHOOL DISTRICT," and Hidalgo County, hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WHEREAS, on or about July 16, 1996, COUNTY entered into an Inter-local Cooperation Agreement "(Inter-local)" with SCHOOL DISTRICT for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and SCHOOL DISTRICT, now desire to amend the Inter-local as hereinafter provided.

NOW THEREFORE, for the purpose stated herein, COUNTY and SCHOOL DISTRICT hereby agree to the following amendments to the Inter-local:

1. Section VI of the Inter-local is amended to read as follows:

    1. SCHOOL DISTRICT hereby agrees to pay and COUNTY agrees to accept a fee of $41,892.00 of all current and delinquent base taxes collected from September 1st through August 31st. For subsequent years after reviewing actual collection costs, COUNTY will submit to SCHOOL DISTRICT, prior to May 1st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. SCHOOL DISTRICT will have until June 1st to accept the recommended fee.
    2. COUNTY will be paid by deducting the fee at the rate of $3,491.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

2. Except as modified herein, all terms and conditions of the Inter-local, as amended, remain in full force and effect.

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

SCHOOL DISTRICT OF SHARYLAND

BY:_____

Fernando Ramirez
President, Board of Trustees

ATTEST:

_____

Ricky Longoria
Secretary, Board of Trustees

HIDALGO COUNTY

By:_____

Ramon Garcia
Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr.
Hidalgo County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("AMENDMENT"), dated _____, is made between the **School District of Monte Alto**, hereinafter referred to as "SCHOOL DISTRICT," and Hidalgo County, hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WHEREAS, on or about January 16, 2001, COUNTY entered into an Inter-local Cooperation Agreement "(Inter-local)" with SCHOOL DISTRICT for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and SCHOOL DISTRICT, now desire to amend the Inter-local as hereinafter provided.

NOW THEREFORE, for the purpose stated herein, COUNTY and SCHOOL DISTRICT hereby agree to the following amendments to the Inter-local:

1. Section VI of the Inter-local is amended to read as follows:

    1. SCHOOL DISTRICT hereby agrees to pay and COUNTY agrees to accept a fee of $8,220.00 of all current and delinquent base taxes collected from September 1st through August 31st. For subsequent years after reviewing actual collection costs, COUNTY will submit to SCHOOL DISTRICT, prior to May 1st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. SCHOOL DISTRICT will have until June 1st to accept the recommended fee.
    2. COUNTY will be paid by deducting the fee at the rate of $685.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

2. Except as modified herein, all terms and conditions of the Inter-local, as amended, remain in full force and effect.

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

SCHOOL DISTRICT OF MONTE ALTO

BY: _____

Johnny Herrera
President, Board of Trustees

ATTEST:

_____

Raul Valdez
Secretary, Board of Trustees

HIDALGO COUNTY

By: _____

Ramon Garcia
Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr.
Hidalgo County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("AMENDMENT"), dated September 1st, 2014, is made between the **School District of P.S.J.A.**, hereinafter referred to as "SCHOOL DISTRICT," and Hidalgo County, hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WHEREAS, on or about April 11, 2006, COUNTY entered into an Inter-local Cooperation Agreement "(Inter-local)" with SCHOOL DISTRICT for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and SCHOOL DISTRICT, now desire to amend the Inter-local as hereinafter provided.

NOW THEREFORE, for the purpose stated herein, COUNTY and SCHOOL DISTRICT hereby agree to the following amendments to the Inter-local:

1. Section VI of the Inter-local is amended to read as follows:

    1. SCHOOL DISTRICT hereby agrees to pay and COUNTY agrees to accept a fee of $154,356.00 of all current and delinquent base taxes collected from September 1st through August 31st. For subsequent years after reviewing actual collection costs, COUNTY will submit to SCHOOL DISTRICT, prior to May 1st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. SCHOOL DISTRICT will have until June 1st to accept the recommended fee.
    2. COUNTY will be paid by deducting the fee at the rate of $12,863.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

2. Except as modified herein, all terms and conditions of the Inter-local, as amended, remain in full force and effect.

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

SCHOOL DISTRICT OF P.S.J.A.

BY: _____
Humberto "Bobby" Rodriguez
President, Board of Trustees

ATTEST: _____
Victor Perez
Secretary, Board of Trustees

HIDALGO COUNTY

By: _____
Ramon Garcia
Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo Jr.
Hidalgo County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("AMENDMENT"), dated June 23, 2014, is made between the **School District of McAllen**, hereinafter referred to as "SCHOOL DISTRICT," and Hidalgo County, hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WHEREAS, on or about September 10, 1996, COUNTY entered into an Inter-local Cooperation Agreement "(Inter-local)" with SCHOOL DISTRICT for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and SCHOOL DISTRICT, now desire to amend the Inter-local as hereinafter provided.

WHEREAS, THEREFORE, for the Purposes stated herein, COUNTY and SCHOOL DISTRICT hereby agree to the following amendments to the inter-local :

1. Section VI of the Inter-local is amended to read as follows:

    1. SCHOOL DISTRICT hereby agrees to pay and COUNTY agrees to accept a fee of $150,804.00 of all current and delinquent base taxes collected from July 1st through June 30th. For subsequent years after reviewing actual collection costs, COUNTY will submit to SCHOOL DISTRICT, prior to May 1st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. SCHOOL DISTRICT will have until June 1st to accept the recommended fee.
    2. COUNTY will be paid by deducting the fee at the rate of $12,567.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

2. Except as modified herein, all terms and conditions of the Inter-local, as amended, remain in full force and effect.

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

SCHOOL DISTRICT OF MCALLEN

BY: _____

Mrs. Erica de la Garza, President

ATTEST:

_____

Mr. Sam Saldivar, Jr., Secretary

HIDALGO COUNTY

By: _____

Ramon Garcia
Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLC
BY: _____
STEPHEN L. CRAIN

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("AMENDMENT"), dated _____, is made between the **School District of Mercedes**, hereinafter referred to as "SCHOOL DISTRICT," and Hidalgo County, hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WHEREAS, on or about May 22, 2001, COUNTY entered into an Inter-local Cooperation Agreement "(Inter-local)" with SCHOOL DISTRICT for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and SCHOOL DISTRICT, now desire to amend the Inter-local as hereinafter provided.

NOW THEREFORE, for the purpose stated herein, COUNTY and SCHOOL DISTRICT hereby agree to the following amendments to the Inter-local:

1. Section VI of the Inter-local is amended to read as follows:

    1.. SCHOOL DISTRICT hereby agrees to pay and COUNTY agrees to accept a fee of $37,104.00 of all current and delinquent base taxes collected from September 1st through August 31st. For subsequent years after reviewing actual collection costs, COUNTY will submit to SCHOOL DISTRICT, prior to May 1st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. SCHOOL DISTRICT will have until June 1st to accept the recommended fee.
    2. COUNTY will be paid by deducting the fee at the rate of $3,092.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

2. Except as modified herein, all terms and conditions of the Inter-local, as amended, remain in full force and effect.

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

SCHOOL DISTRICT OF MERCEDES

BY:_____

~~Don Vogel~~ Danny Salinas

Vice – President, Board of Trustees

ATTEST:

Elvia Sandoval

Elvia Sandoval
Secretary, Board of Trustees

HIDALGO COUNTY

By:_____

Ramon Garcia
Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr.
Hidalgo County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("AMENDMENT"), dated _____, is made between the **CITY OF PHARR**, hereinafter referred to as "CITY," and Hidalgo County, hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WHEREAS, on or about August 26, 2008, COUNTY entered into an Inter-local Cooperation Agreement "(Inter-local)" with CITY for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and CITY, now desire to amend the Inter-local as hereinafter provided.

NOW THEREFORE, for the purpose stated herein, COUNTY and CITY hereby agree to the following amendments to the Inter-local:

1. Section VI of the Inter-local is amended to read as follows:

    1. CITY hereby agrees to pay and COUNTY agrees to accept a fee of $66,156.00 of all current and delinquent base taxes collected from October 1st through September 30, 2015. For subsequent years after reviewing actual collection costs, COUNTY will submit to CITY, prior to July 1st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. CITY will have until August 1st to accept the recommended fee.

    2. COUNTY will be paid by deducting the fee at the rate of $5,513.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

2. Except as modified herein, all terms and conditions of the Inter-local, as amended, remain in full force and effect.

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

CITY OF PHARR

BY: _____

Leopoldo "Polo" Palacios, Jr.
City of Pharr Mayor

ATTEST:

_____

Hilda Pedraza, TRMC
City Clerk

HIDALGO COUNTY

By: _____

Ramon Garcia
Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr.
Hidalgo County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("AMENDMENT"), dated _____, is made between the **School District of Hidalgo**, hereinafter referred to as "SCHOOL DISTRICT," and Hidalgo County, hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WHEREAS, on or about September 20, 2011, COUNTY entered into an Inter-local Cooperation Agreement "(Inter-local)" with SCHOOL DISTRICT for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and SCHOOL DISTRICT, now desire to amend the Inter-local as hereinafter provided.

NOW THEREFORE, for the purpose stated herein, COUNTY and SCHOOL DISTRICT hereby agree to the following amendments to the Inter-local:

1. Section VI of the Inter-local is amended to read as follows:

    1. SCHOOL DISTRICT hereby agrees to pay and COUNTY agrees to accept a fee of $30,456.00 of all current and delinquent base taxes collected from September 1st through August 31st. For subsequent years after reviewing actual collection costs, COUNTY will submit to SCHOOL DISTRICT, prior to May 1st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. SCHOOL DISTRICT will have until June 1st to accept the recommended fee.
    2. COUNTY will be paid by deducting the fee at the rate of $2,538.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

2. Except as modified herein, all terms and conditions of the Inter-local, as amended, remain in full force and effect.

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

SCHOOL DISTRICT OF HIDALGO

BY:_____

Jose Rodriguez
President, Board of Trustees

ATTEST:

Blanca Lara
Secretary, Board of Trustees

HIDALGO COUNTY

By:_____

Ramon Garcia
Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr.
Hidalgo County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("AMENDMENT"), dated August 4, 2014, is made between the **CITY OF Hidalgo**, hereinafter referred to as "CITY," and Hidalgo County, hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WHEREAS, on or about September 20, 2011 COUNTY entered into an Inter-local Cooperation Agreement "(Inter-local)" with CITY for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and CITY, now desire to amend the Inter-local as hereinafter provided.

NOW THEREFORE, for the purpose stated herein, COUNTY and CITY hereby agree to the following amendments to the Inter-local:

1. Section VI of the Inter-local is amended to read as follows:

    1. CITY hereby agrees to pay and COUNTY agrees to accept a fee of $31,500.00 of all current and delinquent base taxes collected from October 1st through September 30, 2015. For subsequent years after reviewing actual collection costs, COUNTY will submit to CITY, prior to July 1st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. CITY will have until August 1st to accept the recommended fee.

    2. COUNTY will be paid by deducting the fee at the rate of $2,625.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

2. Except as modified herein, all terms and conditions of the Inter-local, as amended, remain in full force and effect.

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

CITY OF HIDALGO

BY: _____

Martin Cepeda
City of Hidalgo Mayor

ATTEST:

_____

MIKE PEREZ
Acting City Secretary

HIDALGO COUNTY

By: _____

Ramon Garcia
Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr.
Hidalgo County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("AMENDMENT"), dated _____, is made between the **CITY OF MERCEDES**, hereinafter referred to as "CITY," and Hidalgo County, hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WHEREAS, on or about May 28, 2001, COUNTY entered into an Inter-local Cooperation Agreement "(Inter-local)" with CITY for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and CITY, now desire to amend the Inter-local as hereinafter provided.

NOW THEREFORE, for the purpose stated herein, COUNTY and CITY hereby agree to the following amendments to the Inter-local:

1. Section VI of the Inter-local is amended to read as follows:

    1. CITY hereby agrees to pay and COUNTY agrees to accept a fee of $20,892.00 of all current and delinquent base taxes collected from October 1st through September 30, 2015. For subsequent years after reviewing actual collection costs, COUNTY will submit to CITY, prior to July 1st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. CITY will have until August 1st to accept the recommended fee.

    2. COUNTY will be paid by deducting the fee at the rate of $1,741.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

2. Except as modified herein, all terms and conditions of the Inter-local, as amended, remain in full force and effect.

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

CITY OF MERCEDES

BY:_____

Henry Hinojosa
City of Mercedes Mayor

ATTEST:

_____

Arcie Felix
City Secretary

HIDALGO COUNTY

By:_____

Ramon Garcia
Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr.
Hidalgo County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("AMENDMENT"), dated _____, is made between the **CITY OF Mission**, hereinafter referred to as "CITY," and Hidalgo County, hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WHEREAS, on or about JULY 7, 1999, COUNTY entered into an Inter-local Cooperation Agreement "(Inter-local)" with CITY for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and CITY, now desire to amend the Inter-local as hereinafter provided.

NOW THEREFORE, for the purpose stated herein, COUNTY and CITY hereby agree to the following amendments to the Inter-local:

1. Section VI of the Inter-local is amended to read as follows:

    1. CITY hereby agrees to pay and COUNTY agrees to accept a fee of $72,936 of all current and delinquent base taxes collected from October 1st through September 30, 2015. For subsequent years after reviewing actual collection costs, COUNTY will submit to CITY, prior to July 1st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. CITY will have until August 1st to accept the recommended fee.

    2. COUNTY will be paid by deducting the fee at the rate of $6,078.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

2. Except as modified herein, all terms and conditions of the Inter-local, as amended, remain in full force and effect.

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

CITY OF MISSION

By: _____

Norberto Salinas
City of MISSION Mayor

ATTEST:

_____

Anna Carrillo
City Secretary

HIDALGO COUNTY

By: _____

Ramon Garcia
Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr.
Hidalgo County Clerk

STATE OF TEXAS

COUNTY OF HIDALGO

AMENDMENT TO
INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION

This AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION ("AMENDMENT"), dated _____, is made between the **CITY OF Elsa**, hereinafter referred to as "CITY," and Hidalgo County, hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Inter-local Cooperation Act, as follows:

WHEREAS, on or about September 9, 2008, COUNTY entered into an Inter-local Cooperation Agreement "(Inter-local)" with CITY for the consolidation of the assessment and collection of property taxes; and

WHEREAS, COUNTY and CITY, now desire to amend the Inter-local as hereinafter provided.

NOW THEREFORE, for the purpose stated herein, COUNTY and CITY hereby agree to the following amendments to the Inter-local:

1. Section VI of the Inter-local is amended to read as follows:

    1. CITY hereby agrees to pay and COUNTY agrees to accept a fee of $22,056.00 of all current and delinquent base taxes collected from October 1st through September 30, 2015. For subsequent years after reviewing actual collection costs, COUNTY will submit to CITY, prior to July 1st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. CITY will have until August 1st to accept the recommended fee.

    2. COUNTY will be paid by deducting the fee at the rate of $1,838.00 from monthly collections and will submit Monthly Collections Reports. For following years, if the fee changes, the COUNTY will be paid by deducting the fee at the rate of 1/12th collection fee from monthly collections and will submit Monthly Collections Reports.

2. Except as modified herein, all terms and conditions of the Inter-local, as amended, remain in full force and effect.

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

CITY OF ELSA

BY:_____

Alonzo Perez
City of ELSA Mayor

ATTEST:

Veronica Montoya
City Secretary

HIDALGO COUNTY

By:_____

Ramon Garcia
Hidalgo County Judge

ATTEST:

_____

Arturo Guajardo Jr.
Hidalgo County Clerk

Zimbra **monica.badillo@co.hidalgo.tx.us**

FW: Interlocal Renewal Review Request

From : Linda Fong <linda.fong@auditor.co.hidalgo.tx.us> Fri, Aug 22, 2014 02:30 PM
Subject : FW: Interlocal Renewal Review Request 2 attachments
To : 'Monica Badillo' <monica.badillo@co.hidalgo.tx.us>

Please attach this email to agenda item regular AI-46143.

From: Edgar Jaramillo [mailto:edgar.jaramillo@hidalgocountytax.org]
Sent: Friday, August 22, 2014 9:18 AM
To: Linda Fong
Subject: FW: Interlocal Renewal Review Request

Linda,

Good morning! Please read below where we were in communication with Michael Garza from the District Attorney's office. It's the same template that we use for both Schools and Cities.

Thanks!

From: Julio Espinosa
Sent: Friday, August 22, 2014 9:03 AM
To: Edgar Jaramillo
Subject: FW: Interlocal Renewal Review Request

We received the revised template on 5/19.

Sincerely,

Julio Espinosa

Hidalgo County Tax Office, Chief Accountant
2804 S US Hwy 281
Edinburg, Texas 78540
956-318-2157 Ext 4718

From: Michael Garza [mailto:michael.garza@da.co.hidalgo.tx.us]
Sent: Monday, May 19, 2014 3:49 PM
To: Julio Espinosa
Cc: victor.garza@da.co.hidalgo.tx.us; Edgar Jaramillo; Eva Mireles
Subject: RE: Interlocal Renewal Review Request

Julio,

Attached is the revised template that should be used for the school districts. Please have the school districts rescind the prior amendment your office sent them and have them approve the revised one.

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: Julio Espinosa [mailto:julio.espinosa@hidalgocountytax.org]
Sent: Monday, May 19, 2014 1:12 PM
To: michael.garza@da.co.hidalgo.tx.us
Cc: victor.garza@da.co.hidalgo.tx.us; Edgar Jaramillo; Eva Mireles
Subject: RE: Interlocal Renewal Review Request

Hi Michael,

We just wanted to follow up on this. We provided the original Donna ISD agreement and the template for the interlocal amendment (in this case Donna ISD). Have you guys had a chance to review the Donna ISD amendment? We have just about all of them signed and returned from the School Districts and wanted to get them on the Agenda for CC approval soon. Please advice. Thanks!

Sincerely,

Julio Espinosa
Hidalgo County Tax Office, Chief Accountant
2804 S US Hwy 281
Edinburg, Texas 78540
956-318-2157 Ext 4718

From: Julio Espinosa
Sent: Wednesday, April 30, 2014 10:41 AM
To: 'michael.garza@da.co.hidalgo.tx.us'
Cc: victor.garza@da.co.hidalgo.tx.us
Subject: FW: Interlocal Renewal Review Request

Attached is the original contract for Donna ISD.

Sincerely,

Julio Espinosa
Hidalgo County Tax Office, Chief Accountant
2804 S US Hwy 281
Edinburg, Texas 78540
956-318-2157 Ext 4718

From: Edgar Jaramillo
Sent: Wednesday, April 30, 2014 10:28 AM

To: Julio Espinosa
Subject: RE: Interlocal Renewal Review Request

Here Is the original contract for Donna ISD

From: Julio Espinosa
Sent: Wednesday, April 30, 2014 9:45 AM
To: michael.garza@da.co.hidalgo.tx.us
Cc: victor.garza@da.co.hidalgo.tx.us; Edgar Jaramillo
Subject: RE: Interlocal Renewal Review Request

Yes, I agree. That date should be left blank and filled in the date it gets approved by Comm Court. For some reason, I thought the date the agreement was executed would be towards the end but it's not. Is it implied that the starting date of this renewal is Sept 1st or do we need to be more specific? The main reason for the renewal is ONLY to point out the new fee.

Sincerely,

Julio Espinosa
Hidalgo County Tax Office, Chief Accountant
2804 S US Hwy 281
Edinburg, Texas 78540
956-318-2157 Ext 4718

From: Michael Garza [mailto:michael.garza@da.co.hidalgo.tx.us]
Sent: Tuesday, April 29, 2014 4:42 PM
To: Julio Espinosa
Cc: victor.garza@da.co.hidalgo.tx.us; Edgar Jaramillo
Subject: RE: Interlocal Renewal Review Request

Julio,

I was wondering about the September 1 at the top of the interlocal. That's where we put the date the commissioners court approves the interlocal.

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: Julio Espinosa [mailto:julio.espinosa@hidalgocountytax.org]

Sent: Tuesday, April 29, 2014 4:36 PM
To: michael.garza@da.co.hidalgo.tx.us
Cc: victor.garza@da.co.hidalgo.tx.us; Edgar Jaramillo
Subject: RE: Interlocal Renewal Review Request

Edgar, could you please forward a the copy to Michael? Thanks

Michael, I was referring to Section 1-A. The September 1, 2014 would be the starting date of the new fee for this renewal agreement (period). I was asking if we needed to put the year there or is it implied by the September 1st date on the top.

1. Section VI of the Inter-local is amended to read as follows:

"A. SCHOOL DISTRICT hereby agrees to pay and COUNTY agrees to accept a fee of $77,172.00 of all current and delinquent base taxes collected from September 1st through August 31st. For subsequent years after reviewing actual collection costs, COUNTY will submit to SCHOOL DISTRICT, prior to May 1st, the fee for the following year. In no event will the cost increase by more than five percent (5%) per year. SCHOOL DISTRICT will have until June 1st to accept the recommended fee.

B. COUNTY will be paid by deducting the fee at the rate of $6,431.00 from monthly collections and will submit Monthly Collections Reports"

Sincerely,

Julio Espinosa
Hidalgo County Tax Office, Chief Accountant
2804 S US Hwy 281
Edinburg, Texas 78540
956-318-2157 Ext 4718

From: Michael Garza [mailto:michael.garza@da.co.hidalgo.tx.us]
Sent: Tuesday, April 29, 2014 4:29 PM
To: Julio Espinosa
Cc: victor.garza@da.co.hidalgo.tx.us; Edgar Jaramillo
Subject: RE: Interlocal Renewal Review Request

Julio,

Can you provide me with the agreement that was entered into on August 18, 2009, that the renewal is amending?

Also, any reason that you want the date the agreement is made to be Sept. 1, 2014? We usually put the date that commissioners court approves the interlocal at the top.

Let me know. Thanks,

Michael Garza
Assistant Criminal District Attorney
Contracts and Civil Litigation Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3824

(956) 318-2079 FAX
michael.garza@da.co.hidalgo.tx.us

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****

From: Julio Espinosa [mailto:julio.espinosa@hidalgocountytax.org]
Sent: Tuesday, April 29, 2014 3:55 PM
To: michael.garza@da.co.hidalgo.tx.us
Cc: victor.garza@da.co.hidalgo.tx.us; Edgar Jaramillo
Subject: Interlocal Renewal Review Request

Michael,

As we mentioned yesterday, we have already sent these “renewals” to all school districts. Next week, we should be sending all “renewals” to the cities. As for the schools, we have received a few back approved. We were going to follow up with the districts so that we could present all of them at once to Court. By looking at the renewal template attached, I can see that we do not specify a the year (it should be Sept 1 2014 through Aug 31 2015). We are now renewing them in a way where the period is the same as the district’s fiscal year. For McAllen ISD, it would be Jul 1 – Jun 30.

Please review and advise of any changes need to be made. Once we get your proposed revision, we will present all School renewals to Commissioner’s Court at once. The same will be for Cities when we get those. Thanks for your help again.

Sincerely,

Julio Espinosa
Hidalgo County Tax Office, Chief Accountant
2804 S US Hwy 281
Edinburg, Texas 78540
956-318-2157 Ext 4718

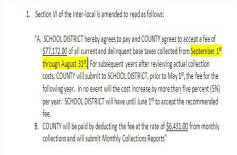

image001.jpg
37 KB

2014 Interlocal Amendment - Template - Revised.docx
14 KB

AI-45931 **Constables 9. A.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: Constable Celestino Avila Jr. **Submitted By:** Raul Lozano Jr., CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Pct. 1:
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:

ASG Security Invoice#24320575 on March 26, 2014 in the amount of $95.00

BACKGROUND

The service was performed at 1900 Joe Stephens, Pct. 1 Constable Building, prior to taking occupancy. ASG Security was called to check the fire alarm system and a service fee was charged at the time with no purchase order in place.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-421-00-291-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 8/20/14, pending CC approval of Consent AI-46104 in the amount of $95.00.

Attachments

asg invoice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/08/2014 03:32 PM
Obdett Calzada	Obdett Calzada	08/20/2014 04:33 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Raul Lozano Jr. Started On: 08/08/2014 12:44 PM

Final Approval Date: 08/21/2014

ASG SECURITY

314 Ash Avenue, McAllen, TX 78501
(956) 682-6344 — (800) 683-7487

INVOICE

Date	Invoice No.
3/26/2014	24320575

Hidalgo County Constable Office
1900 Joe Stephens Avenue
Weslaco, Texas 78599-3704

Remit to:
ASG Security
314 Ash Avenue
McAllen, Texas 78501

Customer Number	P.O. Number	Terms	Due Date
5867742		Due Now	4/25/2014

Service Period	Description	Qty	Unit Price	Ext. Amount
	Service Job#140311259 Checked the fire alarm relay module, all ok Hidalgo County Constable Office 1900 Joe Stephens			
	Service Labor	1	$95.00	$95.00
			SubTotal	$95.00
			Tax	$ 0
			TOTAL AMOUNT DUE	$ 95.00

AI-46076 **Constables 9. B.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: Constable Celestino Avila Jr **Submitted By:** Joe Espinoza, CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Pct. 1:
Discussion, consideration and approval of appointment of Deputy Constable by Constable Celestino Avila Jr., Constable Pct. 1, in accordance with the Texas Local Government Code 86.011 as follows:
1. Carlos Gonzales Jr.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Monies budgeted within position (291-001 slot #0011).

Attachments

LGC

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/20/2014 10:02 AM
Obdett Calzada	Obdett Calzada	08/21/2014 08:38 AM
Auditor's Office	Debbie Tamez	08/21/2014 08:57 AM
Obdett Calzada	Obdett Calzada	08/21/2014 09:42 AM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Joe Espinoza Started On: 08/19/2014 04:58 PM

Final Approval Date: 08/21/2014

LOCAL GOVERNMENT CODE

TITLE 3. ORGANIZATION OF COUNTY GOVERNMENT

SUBTITLE B. COMMISSIONERS COURT AND COUNTY OFFICERS

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 86.001. ELIGIBILITY TO SERVE AFTER BOUNDARY CHANGE. A person who has served as the constable of a precinct for 10 or more consecutive years before a change is made in the boundaries of the precinct is not ineligible for reelection in the precinct because of residence outside the precinct if the constable's residence is within the boundaries of the precinct as they existed before the change.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.002. OATH; BOND. (a) Before entering on the duties of office, a person who is elected to the office of constable must execute a bond with two or more good and sufficient sureties or with a solvent surety company authorized to do business in this state. The bond must be payable to the governor and the governor's successors in office and conditioned that the constable will faithfully perform the duties imposed by law. The bond must be approved by the commissioners court of the county. The commissioners court shall set the bond in an amount of not less than $500 or more than $1,500.

(b) A person who is elected constable must also take and sign the constitutional oath of office. The oath shall be endorsed on the bond, together with the certificate of the officer who administers the oath. The bond and oath must be deposited and recorded in the office of the clerk of the county court.

(c) The bond is not void on the first recovery but may be sued on from time to time in the name of an injured party until the whole amount of the bond is recovered.

(d) A person who is elected or appointed to the office of constable and who has given the necessary bond and taken the oath of office may immediately perform the duties of the office. The acts of the constable are as valid in law as if the constable were commissioned.

(e) Repealed by Acts 1995, 74th Leg., ch. 683, Sec. 1, eff. Aug. 28, 1995.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 683, Sec. 1, eff. Aug. 28, 1995. Amended by:

Acts 2005, 79th Leg., Ch. 1094 (H.B. 2120), Sec. 18, eff. September 1, 2005.

Sec. 86.0021. QUALIFICATIONS; REMOVAL. (a) A person is not eligible to serve as constable unless:

(1) the person is eligible to be licensed under Sections 1701.309 and 1701.312, Occupations Code, and:

(A) has at least an associate's degree conferred by an institution of higher education accredited by an accrediting organization recognized by the Texas Higher Education Coordinating Board;

(B) is a special investigator under Article 2.122(a), Code of Criminal Procedure; or

(C) is an honorably retired peace officer or honorably retired federal criminal investigator who holds a certificate of proficiency issued under Section 1701.357, Occupations Code; or

(2) the person is an active or inactive licensed peace officer under Chapter 1701, Occupations Code.

(b) On or before the 270th day after the date a constable takes office, the constable shall provide, to the commissioners court of the county in which the constable serves, evidence that the constable has been issued a permanent peace officer license under Chapter 1701, Occupations Code. A constable who fails to provide evidence of licensure under this subsection or who fails to maintain a permanent license while serving in office forfeits the office and is subject to removal in a quo warranto proceeding under

Chapter 66, Civil Practice and Remedies Code.

(c) The license requirement of Subsection (b) supersedes the license requirement of Section 1701.302, Occupations Code.

Added by Acts 1997, 75th Leg., ch. 884, Sec. 3, eff. Jan. 1, 1998. Amended by Acts 1999, 76th Leg., ch. 877, Sec. 1, eff. Aug. 30, 1999; Acts 2001, 77th Leg., ch. 1420, Sec. 14.821, eff. Sept. 1, 2001.

Amended by:

Acts 2005, 79th Leg., Ch. 954 (H.B. 1588), Sec. 1, eff. June 18, 2005.

Sec. 86.003. NEW BOND; REMOVAL. (a) If any of the sureties of a constable dies, permanently moves from this state, becomes insolvent, or is released from liability as provided by law or if the commissioners court determines that the bond of the constable is insufficient, the court shall issue a citation that requires the constable to appear at a time set in the citation, after the 10th day but on or before the 30th day after the date the citation is issued, in order to execute a new bond with good and sufficient surety.

(b) If the constable neglects or refuses to appear to execute the bond at the designated time, the constable shall cease to perform the duties of the office and shall be removed from office by the judge of the district court in the manner provided by law for the removal of county officers.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

SUBCHAPTER B. DEPUTIES

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm

the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by

Article 2.12, Code of Criminal Procedure, may act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) Except as provided by Subsection (c-1), a reserve deputy constable must take the official oath and must execute a bond in the amount of $2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(c-1) If a constable appoints more than one reserve deputy constable, the constable may execute a blanket surety bond to cover the reserve deputy constables. Instead of a reserve deputy constable executing an individual bond under Subsection (c) or the constable executing a blanket surety bond, the county may self-insure against losses that would have been covered by the bond.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, Sec. 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, Sec. 14.822, eff. Sept. 1, 2001.
Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 261 (H.B. 1241), Sec. 1, eff. June 17, 2011.

AI-46065 **Constables 9. C.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Precinct 3 STOP Truancy (1285):

1. Approval of certification of revenues, as certified by the County Auditor.
2. Approval of appropriation of funds (school district and local match)
3. Approval of salary schedule.

BACKGROUND

Attachments

MISSION CISD INTERLOCAL
SHARYLAND ISD INTERLOCAL
LA JOYA ISD INTERLOCAL
ss
approp
salaries wksheet

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/21/2014 04:44 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Raquel Ramos Started On: 08/18/2014 04:47 PM

Final Approval Date: 08/21/2014

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the 11th day of June, 2014, by and between **MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. **No waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

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

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

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

If to District: Mission Consolidated Independent School District
Attention: Ricardo Lopéz, Superintendent
1201 Bryce Drive
Mission, Texas 78572

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

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

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

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

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

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

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

functions and will pay for such services out of current revenues available to the paying party as herein provided.

27. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Lox. Govt. Code Ann. 271.903.

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

MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Dr. Sonia M. Trevino, President, Board of Trustees

ATTEST:

J.C. Avila, Secretary, Board of Trustees

HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the 29th day of April, 2014, by and between **SHARYLAND INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

breach of the same or any other provision hereof.

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

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

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

If to District:	Sharyland Independent School District Attention: Dr. Virginia N. Richter, Superintendent 1106 N. Shary Road Mission, Texas 78572
If to County:	Hidalgo County, Texas Attention: Ramon Garcia, County Judge P.O. Box 1356 Edinburg, Texas 78540-1356
with copy to:	Hidalgo County Constable Precinct No. 3 Attention: Constable Lazaro Gallardo, Jr. 730 N. Breyfogle, Suite B Mission, Texas 78574

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

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

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

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

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

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

25. **Authority to Execute.** The execution and performance of this Agreement by District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and County in accordance with its terms.

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

27. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

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

SHARYLAND INDEPENDENT SCHOOL DISTRICT

_____
Fernando, President, Board of Trustees

ATTEST:

_____
Ricky Longoria, Secretary, Board of Trustees

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY:_____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the 16th day of June, 2014, by and between **LA JOYA INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

breach of the same or any other provision hereof.

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

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

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

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

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

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

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

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

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

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

18. **Authority to Execute.** The execution and performance of this Agreement by District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of District and County in accordance with its terms.

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

20. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

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

LA JOYA INDEPENDENT SCHOOL DISTRICT

Esperanza "Espie" Ochoa, President, Board of Trustees

ATTEST:

Joel Garcia, Secretary, Board of Trustees

HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo. Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY:_____
Stephen L. Crain

HIDALGO COUNTY
Department Of Budget And Management
2014 SALARY SCHEDULE

5

1285-421-00-293-005-A

STOP TRUANCY

Slot #	Obj #	EMPLOYEE NAME	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 Allownaces					ACTUAL TOTAL COMP.
												Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	MIGUEL A. ZAMORA	DEPUTY CONSTABLE STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$0.00	$0.00	$3,000.00	$0.00	$0.00	$43,510.00
0002	113	RODOLFO TREVINO, JR	DEPUTY CONSTABLE STEP II	$40,510.00	$0.00	$40,510.00	0	$0.00	$0.00	$40,510.00	$40,510.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,510.00
0003	113	RAFAEL OCHOA, JR.	SR. DEPUTY CONSTABLE STEP IV	$47,734.00	$0.00	$47,734.00	0	$0.00	$0.00	$47,734.00	$47,734.00	$660.00	$0.00	$1,200.00	$0.00	$0.00	$49,594.00
			Total:	$128,754.00	$0.00	$128,754.00		$0.00	$0.00	$128,754.00	$128,754.00	$660.00	$0.00	$4,200.00	$0.00	$0.00	$133,614.00

DATE: August 22, 2014

DEPARTMENT HEAD: Constable Lazaro Gallardo , Jr.

DEPARTMENT NAME: Hidalgo County Constable Pct. 3 STOP Truancy

ACCOUNT NUMBER: 4-1285-421-00-293-005-5-XXX

Contact Persor Raquel Ramo Ph#: 956-205-7031

2014
Appropriation

AI 46065

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
4-1285-421-00-293-005-5- 113	STOP Truancy-	Reg F/T Employees	135,513.00
4-1285-421-00-293-005-5- 115	STOP Truancy-	Longevity Pay	1,020.00
4-1285-421-00-293-005-5- 117	STOP Truancy-	Supplemental Pay	4,200.00
4-1285-421-00-293-005-5- 211	STOP Truancy-	Health Insurance	17,728.20
4-1285-421-00-293-005-5- 212	STOP Truancy-	Life Insurance	112.68
4-1285-421-00-293-005-5- 220	STOP Truancy-	FICA	10,766.07
4-1285-421-00-293-005-5- 230	STOP Truancy-	Retirement	15,874.71
4-1285-421-00-293-005-5- 250	STOP Truancy-	Unemployment Comp	802.18
4-1285-421-00-293-005-5- 260	STOP Truancy-	Workers Comp	4,390.86
	Total Appropriations		**190,407.70**
4-1285-337-00-293-001-5- 000	STOP-	Mission ISD Revenues	34,440.84
4-1285-337-00-293-002-5- 000	STOP-	La Joya ISD Revenues	29,369.89
4-1285-337-00-293-003-5- 000	STOP-	Sharyland ISD Revenues	31,393.12
4-1285-391-01-000-100-5- 000	Transfers In-	General Fund **(DO NOT POST)**	95,203.85
4-1100-491-01-000-285-5- 891	Transfers Out-	Grants Lvl 5 **(DO NOT POST)**	95,203.85
	Total Revenue		**190,407.70**
		TOTAL BUDGET INCREASE (DECREASE)	**190,407.70**

REASON: Appropriation of funds for the Constable Pct. 3 STOP Truancy Program for FY 2015. Grant period is from 9-1-14 to 8-31-15. **Total county cash match is $95,203.85.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

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

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

AI-46064 **Constables 9. D.**

CC - REGULAR

Meeting Date: 08/25/2014

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

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct.#4:
Discussion, consideration, and approval to appoint Deborah Ann Marmolejo and Jesse D. Gaitan as Reserve Deputy Constables by Constable A. "J.R." Gaitan, Constable Precinct 4 in accordance with Texas Local Government Code Section 86.012.

BACKGROUND

Sec. 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Reserve Deputy Constables do not get paid from Co. funds; no fiscal impact to Co.

Attachments

LocalCode

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/20/2014 09:26 AM
Obdett Calzada	Obdett Calzada	08/21/2014 10:17 AM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Nayla Munoz Started On: 08/18/2014 04:18 PM

Final Approval Date: 08/21/2014

LOCAL GOVERNMENT CODE

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

§ 86.001. ELIGIBILITY TO SERVE AFTER BOUNDARY CHANGE. A person who has served as the constable of a precinct for 10 or more consecutive years before a change is made in the boundaries of the precinct is not ineligible for reelection in the precinct because of residence outside the precinct if the constable's residence is within the boundaries of the precinct as they existed before the change.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.002. OATH; BOND. (a) Before entering on the duties of office, a person who is elected to the office of constable must execute a bond with two or more good and sufficient sureties or with
a solvent surety company authorized to do business in this state. The bond must be payable to the governor and the governor's successors in office and conditioned that the constable will faithfully perform the duties imposed by law. The bond must be approved by the commissioners court of the county. The commissioners court shall set the bond in an amount of not less than
$500 or more than $1,500.

(b) A person who is elected constable must also take and sign the constitutional oath of office. The oath shall be endorsed

on the bond, together with the certificate of the officer who administers the oath. The bond and oath must be deposited and recorded in the office of the clerk of the county court.

(c) The bond is not void on the first recovery but may be sued on from time to time in the name of an injured party until the whole amount of the bond is recovered.

(d) A person who is elected or appointed to the office of constable and who has given the necessary bond and taken the oath of
office may immediately perform the duties of the office. The acts of the constable are as valid in law as if the constable were commissioned.

(e) Repealed by Acts 1995, 74th Leg., ch. 683, § 1, eff. Aug. 28, 1995.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 683, § 1, eff. Aug. 28, 1995; Acts 2005, 79th Leg., ch. 1094, § 18, eff. Sept. 1, 2005.

§ 86.0021. QUALIFICATIONS; REMOVAL. (a) A person is not eligible to serve as constable unless:

(1) the person is eligible to be licensed under Sections 1701.309 and 1701.312, Occupations Code, and:

(A) has at least an associate's degree conferred
by an institution of higher education accredited by an accrediting organization recognized by the Texas Higher Education Coordinating Board;

(B) is a special investigator under Article 2.122(a), Code of Criminal Procedure; or

(C) is an honorably retired peace officer or honorably retired federal criminal investigator who holds a certificate of proficiency issued under Section 1701.357, Occupations Code; or

(2) the person is an active or inactive licensed peace officer under Chapter 1701, Occupations Code.

(b) On or before the 270th day after the date a constable takes office, the constable shall provide, to the commissioners court of the county in which the constable serves, evidence that the constable has been issued a permanent peace officer license under Chapter 1701, Occupations Code. A constable who fails to provide evidence of licensure under this subsection or who fails to maintain a permanent license while serving in office forfeits the office and is subject to removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

(c) The license requirement of Subsection (b) supersedes the license requirement of Section 1701.302, Occupations Code.

Added by Acts 1997, 75th Leg., ch. 884, § 3, eff. Jan. 1, 1998. Amended by Acts 1999, 76th Leg., ch. 877, § 1, eff. Aug. 30, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.821, eff. Sept. 1, 2001; Acts 2005, 79th Leg., ch. 954, § 1, eff. June 18, 2005.

§ 86.003. NEW BOND; REMOVAL. (a) If any of the sureties of a constable dies, permanently moves from this state, becomes insolvent, or is released from liability as provided by law or if the commissioners court determines that the bond of the constable is insufficient, the court shall issue a citation that requires the constable to appear at a time set in the citation, after the 10th day but on or before the 30th day after the date the citation is issued, in order to execute a new bond with good and sufficient surety.

(b) If the constable neglects or refuses to appear to execute the bond at the designated time, the constable shall cease to perform the duties of the office and shall be removed from office

by the judge of the district court in the manner provided by law for
the removal of county officers.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

SUBCHAPTER B. DEPUTIES

§ 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the

consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of

full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) A reserve deputy constable must take the official oath and must execute a bond in the amount of $2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, § 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.822, eff. Sept. 1, 2001.

SUBCHAPTER C. POWERS AND DUTIES

§ 86.021. GENERAL POWERS AND DUTIES. (a) A constable shall execute and return as provided by law each process, warrant, and precept that is directed to the constable and is delivered by a lawful officer. Notices required by Section 24.005, Property Code, relating to eviction actions are process for purposes of this section that may be executed by a constable.

(b) A constable may execute any civil or criminal process throughout the county in which the constable's precinct is located and in other locations as provided by the Code of Criminal Procedure or by any other law.

(c) A constable expressly authorized by statute to perform an act or service, including the service of civil or criminal process, citation, notice, warrant, subpoena, or writ, may perform the act or service anywhere in the county in which the constable's precinct is located.

(d) Regardless of the Texas Rules of Civil Procedure, all civil process may be served by a constable in the constable's county or in a county contiguous to the constable's county, except that a constable who is a party to or interested in the outcome of a suit may not serve any process related to the suit.

(e) The constable shall attend each justice court held in the precinct.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 13(a), eff. Aug. 28, 1989; Acts 1997, 75th Leg., ch. 884, § 1, eff. Jan. 1, 1998.

§ 86.022. POWER TO SUMMON RESIDENT ASSISTANCE. (a) If a constable encounters resistance in the execution of any lawful process or in the arrest of an offender, the constable may call for assistance any resident of the county who is convenient.

(b) A person who fails or refuses to obey a call for assistance may, on the motion of the constable, be fined by a justice of the peace in the manner provided for contempt. The amount of the fine may not exceed $10. The person who is accused of not providing assistance must be given three days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.023. COLLECTION LIABILITY. If, for collection, a constable receives a bond, bill, note, or account from any person and the constable gives a receipt in an official capacity for the instrument or account, the constable and the constable's sureties are liable under the constable's bond for the amount collected if the constable fails to pay the amount on demand to the person for whom the constable made the collection.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.024. FAILURE TO EXECUTE PROCESS. (a) If a constable fails or refuses to execute and return according to law a process, warrant, or precept that is lawfully directed and delivered to the constable, the constable shall be fined for contempt before the court that issued the process, warrant, or precept on the motion of the person injured by the failure or refusal.

(b) The fine shall be set at not less than $10 or more than $100, with costs. The fine shall be for the benefit of the injured person. The constable must be given 10 days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.025. UNFINISHED BUSINESS. If a constable vacates the office for any reason, all unfinished business shall be transferred to the succeeding constable and completed in the same manner as if the successor had begun the business.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

AI-46071 **Constables 9. E.**

CC - REGULAR

Meeting Date: 08/25/2014

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

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Precinct No. 4:
Discussion, consideration, and approval to appoint Orlando Lopez as Deputy Constable by Constable A. "J.R." Gaitan, Constable Precinct 4 in accordance with Texas Local Government Code Section 86.011.

BACKGROUND

Orlando Lopez Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Monies budgeted within position (294-001 slot #0007).

Attachments

Chapter86

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/20/2014 09:14 AM
Obdett Calzada	Obdett Calzada	08/21/2014 10:10 AM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Nayla Munoz Started On: 08/19/2014 01:39 PM

Final Approval Date: 08/21/2014

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

Sec. 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) Except as provided by Subsection (c-1), a reserve deputy constable must take the official oath and must execute a bond in the amount of $2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(c-1) If a constable appoints more than one reserve deputy constable, the constable may execute a blanket

surety bond to cover the reserve deputy constables. Instead of a reserve deputy constable executing an individual bond under Subsection (c) or the constable executing a blanket surety bond, the county may self-insure against losses that would have been covered by the bond.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, Sec. 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, Sec. 14.822, eff. Sept. 1, 2001.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 261, Sec. 1, eff. June 17, 2011.

AI-46075 **Constables 9. F.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Constable Pct. 4:
Discussion, consideration, and approval of Amendment of FLSA Exempt Policy for limited purpose to allow for FLSA Exempt, Constable Pct. 4 Chief Deputy Constable employee(s) to participate and receive cash payment - compensation for overtime hours worked in Operation Border Star (LBSP) GRANT funded operations, fiscal year 2014. Action to be limited to the grantor agency/institution providing Hidalgo County 100% reimbursement of overtime salaries / wages and applicable fringe benefits as set forth on grant specifications. (Special situation for exempt/salaries employees is allowed because these employees are being included in LBSP operation as a force multiplier, during a period of "surge".)

BACKGROUND

1. Governor's Office will reimburse overtime earned at 100% for Chief Deputy Constables and Deputy Constables.

2. With approval, Constable Precinct 4 will participate in LBSP operations in the fiscal year of 2014.

3. Special situation for exempt/salaries employees is allowed because these employees are being included in LBSP operation as a force multiplier, during a period of "surge".

4. An employee's hourly rate of pay shall be calculated by use of the following formula: Salary ÷ 2080 hrs = hourly rate of pay.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact. Funds for payment of overtime wages will be/ are appropriated within fund 1284.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/21/2014 09:24 AM
Obdett Calzada	Obdett Calzada	08/21/2014 11:42 AM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Monica Badillo Started On: 08/19/2014

Final Approval Date: 08/21/2014

AI-46055 **Human Resources 10. A.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: Esther Cortez **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration and action on appointment/re-appointment of Civil Service Commissioner

BACKGROUND

Mickie Rabinovich term - expires Aug. 7, 2014

"Pursuant to Local Government Code 158.008. Appointment of Commission."

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact; appointment only.

Attachments

LGC 158.008

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/19/2014 01:13 PM
Obdett Calzada	Obdett Calzada	08/21/2014 08:32 AM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Monica Badillo Started On: 08/18/2014

Final Approval Date: 08/21/2014

LOCAL GOVERNMENT CODE

TITLE 5. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES

SUBTITLE B. COUNTY OFFICERS AND EMPLOYEES

CHAPTER 158. COUNTY CIVIL SERVICE

SUBCHAPTER A. COUNTY CIVIL SERVICE SYSTEM

Sec. 158.008. APPOINTMENT OF COMMISSION. (a) If a civil service system is created under this subchapter, the commissioners court shall appoint three persons to serve as the members of the civil service commission that administers the system. The commissioners court shall designate one of the members as chairman of the commission.

(b) Each member of the commission is appointed for a term of two years.

(c) The commissioners court shall fill a vacancy on the commission by appointing a person to serve the unexpired part of the term of the member whose position is vacant.

(d) To be eligible for appointment to the commission, a person must:

(1) be at least 25 years old; and

(2) have resided in the county for the three years immediately preceding the date on which the person's term will begin.

(e) A member of the commissioners court of a county with a population of two million or more is not prohibited from being appointed to the civil service commission.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 2001, 77th Leg., ch. 830, Sec. 1, eff. June 14, 2001.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1163, Sec. 73, eff. September 1, 2011.

AI-46053 **Health & Human Services Dept. 11. A.**

CC - REGULAR

Meeting Date: 08/25/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Update on Operation Lonestar activities and outcomes.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Info

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/19/2014 11:39 AM
Manuel Chapa	Manuel Chapa	08/19/2014 02:42 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Mike Escaname Started On: 08/18/2014 02:32 PM

Final Approval Date: 08/21/2014

From: "Sandra Garza" <sandra.garza@hchd.org>
To: "Eddie Olivarez" <eddie.olivarez@hchd.org>
Cc: mike.escaname@hchd.org
Subject: FW: Final OLS 2014 data for Palmview and PSJA MPODs
Date: 8/18/2014 1:46:31 PM

Mr. Olivarez, FYI

Attached are the completed and final numbers for 2014; see email from Herminia Alva.

Sandra Garza

From: Alva,Herminia (DSHS) [mailto:Herminia.Alva@dshs.state.tx.us]
Sent: Friday, August 15, 2014 4:42 PM
To: Rubio, Evangelina ; Nancy Trevino; Sandra Garza (sandra.garza@hchd.org); Steven Hinojosa
Cc: Amaya,Lisa (DSHS); Adams,Barbara (DSHS)
Subject: Final OLS 2014 data for Palmview and PSJA MPODs

Hi All:

The OLS data is ready! Attached is the final OLS 2014 data for your medical point of dispensing (MPOD) sites along with overall data across all 5 MPODs.

The data that was submitted by your EOC has undergone a quality assurance review. Different sources for the same data were compared for accuracy, and we communicated with your EOC's data collector to resolve missing data, inaccurate data and other discrepancies encountered during Operation Lone Star. We then used the most accurate and reliable data known to us and your EOC data collector to calculate your final data.

Here's a brief summary of the services provided at each of your MPODs during OLS 2014:

Palmview MPOD

- 2,948 individuals received 11,338 services at this MPOD site.
- 1,221 individuals were seen by a physician and received a medical examination. Of these individuals, 747 (61%) were adults and 434 were children. The value of the medical exams these individuals received amounted to $215,935.
- 1,322 vaccines were administered to 635 individuals at this site this year. Individual patients received about 2 vaccines each on average (2.08 is the exact average). Had these 1,322 patients received vaccines through the private sector, they would have paid approximately $122,041.39 for this service.
- Obesity, hypertension, and diabetes mellitus were the most diagnosed conditions in adults at this site. In children the most diagnosed conditions were obesity and vision problems.

PSJA MPOD

- 1,883 individuals received 9,185 services at this MPOD site.
- 1,406 individuals were seen by a physician and received a medical examination. Of these individuals, 639 (46%) were adults and 622 (44%) were children (10% couldn't be categorized as

adults or children due to missing information). The value of the medical exams these individuals received amounted to $244,880.

- 1,790 vaccines were administered to 795 individuals at this site this year. Individual patients received about 2 vaccines each on average (2.25 is the exact average). Had these 1,790 patients received vaccines through the private sector, they would have paid approximately $156,963.59 for this service.
- Hypertension, diabetes mellitus, and headache were the most diagnosed conditions in adults at this site during OLS 2014. In children the most diagnosed conditions were hypertension and vision problems.

Please contact me if you have any questions.

Thanks,

Herminia Alva, MPH, CPH
Regional Epidemiologist, Health Service Region 11
Texas Department of State Health Services
601 W. Sesame Drive, Harlingen, TX 78550

956-421-5559 office; 956-202-2242 cell; 956-444-3216 fax
herminia.alva@dshs.state.tx.us

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AI-46069 **Health & Human Services Dept. 11. B.**

CC - REGULAR

Meeting Date: 08/25/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to have the renovations of county health clinics inspected pursuant to the Texas Architectural Barriers Act.
2. Requesting approval to have County Judge sign the inspection notice.
3. Requesting approval to have County Judge sign the Request for Inspection form.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-441-00-340-003-0-811

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

BUDGETARY IMPACT:

AI-46068 - Line item transfer scheduled for 08/25/14 will place enough funds to cover inspection / licensing fee.

Requisition# 262084

Attachments

Info

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/19/2014 02:19 PM
Manuel Chapa	Manuel Chapa	08/19/2014 03:56 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Mike Escaname Started On: 08/19/2014 11:11 AM

Final Approval Date: 08/21/2014

TEXAS DEPARTMENT OF LICENSING AND REGULATION
Compliance Division-Architectural Barriers
P.O. Box 12157, Austin, Texas 78711 (512)539-5669 (877)278-0999 Fax (512)539-5690
Website: www.license.state.tx.us Email: architectural.barriers@tdlr.texas.gov

RE: RENOVATION OF SEVERAL HEALTH CLINICS
ADDRESS: 3105 E. SCHUNIOR AND OTHERS
CITY, STATE, ZIP: EDINBURG TX 78539

PRJ# **EABPRJA9809567**
Date: **07/16/2014**

NOTICE OF INSPECTION OVERDUE

Dear Sir/Madam,

The Texas Architectural Barriers Act, (TABA), requires the inspection of subject facilities within one year of the completion of construction in order to ensure compliance with the Texas Accessibility Standards. The referenced project must be inspected by a Registered Accessibility Specialist (RAS) certified to perform inspections. Failure to respond to this notice may result in penalties up to $5,000 per violation, per day (TABA), Texas Government Code, Chapter 469, Subchapter B, Section 469.058.

This notice must be completed and returned to TDLR within 30 days receipt.

Check one of the following:

_____ RAS will **inspect this project.** I have contacted (RAS Name:_____ RAS#_____) to arrange the inspection for the referenced project; or

_____ The referenced **project is incomplete.** The new estimated completion date is ____ / ____ / _____; or

_____ The referenced **project is canceled.** This project will not be constructed; or

_____ The ownership of this building or facility has changed. The **current owner(s) is:**_____.

The owner(s) address and phone number are:_____.

Owner Name (Printed): _____ Date: ____/ ____/ _____ Phone:_____

Owner Signature: _____ Email Address:_____

TEXAS DEPARTMENT OF LICENSING AND REGULATION

Compliance Division/Architectural Barriers Program
P. O. Box 12157 • Austin, Texas 78711 • (512) 539-5669 • (877)278-0999
Fax: (512) 539-5690 • Email: techinfo.ab@tdlr.texas.gov • Web site: www.tdlr.texas.gov

REQUEST FOR INSPECTION

In accordance with Texas Government Code, Chapter 469.105, and TDLR Administrative Rule 68.52, the owner of a building or facility subject to compliance with Chapter 469.101 shall obtain an inspection to verify compliance with the Texas Accessibility Standards (TAS) not later than the first anniversary of the completion of construction.

The request for an inspection must be made by completing this form and submitting it to a Registered Accessibility Specialist (RAS) not later than 30 calendar days after the completion of construction.

The completed Request for Inspection form must be received prior to proceeding with the inspection. Following the inspection, the owner will be advised in writing of the results.

PROJECT INFORMATION **PLEASE PRINT OR TYPE**

1. Project Name:		2. EABPRJ #:
Renovation of Several Health Clinics		**A9809567**
3. Project Address:		Suite #:
cities of Edinburg, Weslaco, McAllen, Mission, and Hidago		
City:	County: **Hidalgo**	Zip:

OWNER / AGENT INFORMATION (Check One)

☒ I am the Owner (the person/entity that holds title to the property)

☐ I am the Owner's Designated Agent **

**If you are not the owner, a completed Owner Agent Designation Form must accompany this form.

4. Name:	5. Company / Agency:	
Ramon Garcia, County Judge	**Hidalgo County**	
6. Address:		Suite #:
PO Box 1356		
City:	State:	Zip:
Edinburg,	**Tx.**	**78540**
7. Phone:	8. Fax:	9. **Email:
10. Signature of Owner/Designated Agent		Date

I have authorized the following Registered Accessibility Specialist (RAS) to perform the inspection:

RAS Name: **Anthony Covacevich**			RAS # **00000097**
Address: **401 Southgate Circle**	City: **Weslaco**	State: **Tx.**	Zip: **78596**
Phone: **956-279-0910**	Fax:	Email: **covacevich@aol.com**	

TDLR FORM 041AB 02-14

NOTE: An individual who completes and files this form with the Texas Department of Licensing and Regulation (the Dept.) is entitled to the following:

1) to be informed about the information that the Dept. collects about the individual, upon their request and subject to a few exceptions;
2) to receive and review the information, under Sections 552.021 and 552.023 of the Texas Govt. Code; and
3) have the Dept. correct information about the individual that is incorrect, under Section 559.004 of the Texas Govt. Code.

**The Department will add your address to the Architectural Barriers email notification list, which automatically provides Department information on matters affecting Architectural Barriers. Your email address is confidential pursuant to the Texas Public Information Act; the Department will not share it with the public. For additional information link to: http://www.license.state.tx.us/newsletters/TDLRnotificationLists.asp

Texas Department of Licensing and Regulation
Architectural Barriers Project Registration Confirmation Page
Saturday, March 14, 2009
EABPRJA9809567

PERSON FILING FORM
Name: Anthony Covacevich **Phone:** 956-279-0910
Person Address: 401 Southgate Circle, Weslaco, Tx 78596
Ras Number: 00000097

Project Name: Renovation of several Health Clinics
Project Address: Hidalgo Co. Health and Human Services Cl
3105 E. Schunior and others
Edinburg, TX 78539 **County:** Hidalgo

TENANT
Contact Name: **Phone:**
Contact Address:

BUILDING/FACILITY Name: Hidalgo Co. Health and Human Services Cl
FACILITY Owner: Hidalgo County **Phone:** 956-318-2600
Owner Address: PO Box 1356, Edinburg, tx 78539
Contact Name: Rigoberto Hinojosa **Phone:** 956-383-6221
Contact Address: PO Box 1356, Edinburg, Tx 78539

DESIGN FIRM Name: Reynaldo Vargas dba VA Architecture **Phone:** 956-631-2242
Firm Address: 2029 Industrial Dr., McAllen, Tx 78504
Designer Name: Reynaldo Vargas
Type of License: Architect **License Number:** 7125

PROJECT DESCRIPTION
Start Date: 11/2008 **Completion date:** 11/2010 **Estimated Cost:** $330,000.00
Type of Work: Renovation/Alteration
Type of Funds: This project involves public funds, public land, or is a state lease.
State Lease No. :
Scope of Work: Renovations of several clinics located in the cities of Edinburg, Weslaco, McAllen,Mission, and H.dalgo,
Does this building(s) have more than one level? No
Are there any elevators, escalators, or platform lifts in this building? No
Are there any boiler in this building? No

This AB Project registration Confirmation Page, construction documents, and applicable fees must be submitted in accordance with the Texas Administrative Code Chapter 68, Rule 68.51.

If TDLR will be performing the review or inspection services, see Rule 68.80.

If a RAS will be performing the review or inspection services, please contact the RAS as they set and collect their own fees, see Rule 68.75.

In accordance with Rule 68.52, the owner of a building or facility must also obtain an inspection from the department or a registered accessibility specialist not later than the first anniversary of the completion of construction. Request for inspection shall be made by completing the Request for Inspection form and submitting it no later than 30 calendar days after the completion of construction.

Register Another Project | Print This Page

Top of Page| TDLR Home Page|AB Home Page |AB Project Registration Page| Feedback

Click BACK to go to Previous Page

Requisition

Req # 00262084

PO #

Date: 08/19/14

Bill To: x
x

Vendor : 89931
ANTHONY COVACEVICH CONSULTANTS
401 SOUTHGATE CIRCLE
WESLACO TX 78596
FAX (956)968-2484

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: JOSIE ESCALANT
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CLINICS: EDINBURG CLINIC, 3105 E. RICHARDSON, EDBG WESLACO CLINIC 1901 N. BRIDGE, WESLACO MCALLEN CLINIC, 300 E. HACKBERRY, MCALLEN MISSION CLINIC, 211 N. SCHUERBACH, MISSION HIDALGO CLINIC, 702 E. TEXANO, HIDALGO DO NOT DUPLICATE ORDER		
1.00	EACH	TDLR TEXAS ACCESSIBILITY STANDARDS (TAS 1994) INSPECTION FEES FOR VARIOUS HEALTH CLINIC RENOVATIONS	1,600.00	1,600.00
		Account No	Encumbrance	
			Freight	.00
			Total	1,600.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Subject: Fwd: A9809567 Renovation of various health clinics
From: Mague Gonzalez <mague.gonzalez@wic.co.hidalgo.tx.us>
Date: 8/18/2014 3:39 PM
To: josie.escalante@hchd.org

Josie, this is the attachment that Anthony Covacevich sent. You will need this in order to process P.O.

Margarita Gonzalez
Accountant IV
Hidalgo County WIC Program
3105 W. University
Edinburg, Texas 78539
(956)381-4646 ext. 4042
(956)381-0017
mague.gonzalez@wic.co.hidalgo.tx.us

From: "Anthony Covacevich" <covacevich@aol.com>
To: "mague gonzalez" <mague.gonzalez@wic.co.hidalgo.tx.us>
Sent: Monday, August 18, 2014 3:33:35 PM
Subject: A9809567 Renovation of various health clinics

Ms. Gonzalez,
Thank you for contacting ACC to meet your accessibility needs. As you can see from the attached Project Confirmation Page, this is a 2009 which involved the health clinics in various locations.
ACC will conduct a TDLR Texas Accessibility Standards (TAS 1994) inspection for a fee of $1,600. The inspection of the various clinics will be conducted with a representative of the owner on site and the report will be submitted to the owner. All required forms and reports to TDLR will also be submitted. The inspection will occur at a date agreeable to all parties and at the time after ACC receives the project file from TDLR. Please call or email me if you have a question.
Thanks!

Anthony Covacevich, A.P.A.
R.A.S. 00000097
Accessibility Checks and Controls
401 Southgate Circle
Weslaco, Tx. 78596
Cell 956-279-0910

Attachments:

AB Project Reprint Confirmation Page.pdf 494 KB

AI-46045 **Health & Human Services Dept. 11. C.**

CC - REGULAR

Meeting Date: 08/25/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to apply for the Cardiovascular Disease and Stroke program funding offered by the Texas Department of State Health Services in an amount up to $50,000.00.

BACKGROUND

Funding notice has not been published as of 08/18/14; Webinar held in which program and funding information was disseminated. Awards will consists of 20 in an amount up to $50,000.00 to begin around 10/01/14 for 1 year term.

Fiscal Impact

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

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

BUDGETARY IMPACT:

No local matching funds required.

Attachments

Info

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/18/2014 02:06 PM
Manuel Chapa	Manuel Chapa	08/20/2014 01:26 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Mike Escaname Started On: 08/18/2014 10:34 AM

Final Approval Date: 08/21/2014

From: "Beverly Pritchett" <GoToWebinar.Notifications@citrixonline.com>
To: "Mike Escaname" <mike.escaname@hchd.org>
Subject: Reminder : Your Webinar is on Monday, August 18, 2014 9:30 AM - 10:30 AM CDT
Date: 8/18/2014 8:30:04 AM

Chronic Disease Funding Opportunity for Local Health Departments

JOIN WEBINAR

Join us on Monday, August 18, 2014 9:30 AM - 10:30 AM CDT

Dear Mike,

This message is to remind you that the following Webinar will take place Monday, August 18, 2014 9:30 AM - 10:30 AM CDT.

Chronic Disease Funding Opportunity for Local Health Departments

1. Click here to join:

   https://www2.gotomeeting.com/join/787354298/106358704

   This link **should not be shared** with others; it is unique to you.

2. Join the conference call:

   Dial: 1-877-820-7831
   Access Code: 682566#

Webinar ID: 787-354-298

Please send your questions, comments and feedback to: glenna.laughlin@dshs.state.tx.us.

System Requirements
PC-based attendees
Required: Windows® 8, 7, Vista, XP or 2003 Server

Mac®-based attendees
Required: Mac OS® X 10.6 or newer

Mobile attendees
Required: iPhone®, iPad®, Android™ phone or Android tablet

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From: "Eddie Olivarez" <eddie.olivarez@hchd.org>
To: "Mike Escaname" <mike.escaname@hchd.org>, "Guerra, Sandra" <Sandra.guerra@dshs.state.tx.us>
Subject: FW: WEBINAR INVITATION: Join us for "Chronic Disease Funding Opportunity for Local Health Departments"
Date: 8/4/2014 7:51:50 AM

Can we do this???

Eduardo Olivarez
Chief Administrative Officer
Hidalgo County Health and Human Services
1304 South 25th Ave.
Edinburg, Texas 78542
956-383-8858 Office
www.twitter.com/hidalgohealth

From: Bishop,Lisa (DSHS) [mailto:Lisa.Bishop@dshs.state.tx.us] **On Behalf Of** Gruber,David (DSHS)
Sent: Thursday, July 31, 2014 2:15 PM
Subject: WEBINAR INVITATION: Join us for "Chronic Disease Funding Opportunity for Local Health Departments"

As promised, below is a link to register for the August 18th webinar regarding the Texas Healthy Communities funding opportunity. Thank you, and we look forward to your participation.

David W. Gruber, Assistant Commissioner
Division for Regional and Local Health Services

Sent: Tuesday, July 29, 2014 5:04 PM
Subject: !!RESCHEDULED WEBINAR - Funding Opportunity for LHDs - August 18, 2014

Good Afternoon,

We apologize for the urgency of previous communications regarding this webinar. Due to unforeseen circumstances, **DSHS has rescheduled this webinar for August 18, 2014 at 9:30 a.m. CST.** At that time, the DSHS Health Promotion and Chronic Disease Prevention Section will present information on the Texas Healthy Communities funding opportunity. Attached, please find a program overview and toolkit.

You will receive a follow up message with webinar instructions in the next day or so. Thank you for your patience and we apologize for any inconvenience.

David W. Gruber, Assistant Commissioner
Division for Regional and Local Health Services

Chronic Disease Funding Opportunity for Local Health Departments

Join us for a Webinar on August 18

Space is limited.
Reserve your Webinar seat now at:
https://www2.gotomeeting.com/register/787354298

The DSHS Health Promotion and Chronic Disease Prevention Section will present information on the Texas Healthy Communities funding opportunity.

Title: *Chronic Disease Funding Opportunity for Local Health Departments*
Date: Monday, August 18, 2014
Time: 9:30 AM - 10:30 AM CDT

After registering you will receive a confirmation email containing information about joining the Webinar.

System Requirements
PC-based attendees
Required: Windows® 8, 7, Vista, XP or 2003 Server

Mac®-based attendees
Required: Mac OS® X 10.6 or newer

Mobile attendees
Required: iPhone®, iPad®, Android™ phone or Android tablet

AI-45850 **Health & Human Services Dept. 11. D.**

CC - REGULAR

Meeting Date: 08/25/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

T.B. Elimination - Federal (1293):
1. Requesting approval to accept the TB/PC-FED Tuberculosis Prevention and Control grant contract #2015-001400-00 in the amount of $428,212.00 for the period of 09/01/2014 to 08/31/2015.
2. Requesting approval for County Judge to e-sign the TB/PC Federal contract.
3. Requesting approval for County Judge to e-sign the Certification Regarding Lobbying statement.
4. Requesting approval for County Judge to e-sign the Fiscal Federal Funding Accountability and Transparency Act Certification statement.
5. Requesting approval of the Certification of Revenue in the amount of $142,737.33 from 09/01/2014 to 12/31/2014.
6. Requesting approval of the budget appropriation in the amount of $142,737.33 from federal funds and in the amount of $28,547.00 from local match.
7. Requesting approval of the salary schedule.

BACKGROUND

05/20/14 - AI-44455 - Approval to submit renewal grant application for TB Federal funds.

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** 4-1293-441-00-340-011-5-XXX

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

BUDGETARY IMPACT:

Grant Fiscal Year 2015.
County Calendar/ Fiscal Year 2014.
Account Fiscal Year 5.

4-1293-331-12-340-011-5-000 TB Elim - Revenue
4-1293-391-01-000-100-5-000 Transfers In - General Fund (LOCAL MATCH)

Required local match is 20%.
Local match was reserved during the 2014 budget process and has been appropriated.

**ONLY 33% OF THE GRANT FUNDING WILL BE APPROPRIATED. THE REMAINING PORTION (JANUARY - AUGUST 2015) WILL BE APPROPRIATED IN DECEMBER OF 2014.

Attachments

Grant Contract

Salary Fringes Budget
Budget Appropriation (revised 08-06-14)
SALARY SCHEDULE
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/05/2014 02:43 PM
Rosalinda Cantu	Rosie Cantu	08/21/2014 01:34 PM
Manuel Chapa	Manuel Chapa	08/21/2014 03:10 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Mike Escaname Started On: 08/05/2014 02:16 PM

Final Approval Date: 08/21/2014

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2015-001400-00

This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Hidalgo County (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is $428,212.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 09/01/2014 and ends on 08/31/2015. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. Program Name: TB/PC-FED Tuberculosis Prevention and Control-Federal

7. Statement of Work:

SECTION 1. STATEMENT OF WORK:

A. PROVISION OF SERVICES:

Throughout Contractor's defined service area, Contractor shall develop and provide services and associated activities for the prevention and control of tuberculosis (TB) in accordance with federal funding requirements.

Contractor shall perform activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

Contractor shall not use funds under this contract to support clinical care such as physician and nursing services or medication purchases.
Contractor may use funds under this contract to support any or all of the following activities:

• Directly observed therapy (DOT);

• Contact Investigations;

• Contact Reviews;

• Surveillance;

• Reporting;

• Data analyses;

• Cluster investigations; and/or

• Provider Education.

Funds under this contract may support full time employees (FTEs) based on the percentage of time involved in performing any of the above activities or to support contractual activities such as DOT.

Contractor shall provide services outlined above in compliance with the following:

• DSHS Tuberculosis Work Plan, http://www.dshs.state.tx.us/idcu/disease/tb/policies/

• DSHS Standards of Performance for the Prevention and Control of Tuberculosis, http://www.dshs.state.tx.us/IDCU/disease/tb/publications/SOP-2014-final.doc;

• American Thoracic Society (ATS) and Centers for Disease Control and Prevention (CDC) joint statements on diagnosis, treatment and control of TB, http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm;

• Diagnostic Standards and Classification of Tuberculosis in Adults and Children, (American Journal of Respiratory and Critical Care Medicine), Vol. 161, pp. 1376-1395, 2000)

http://ajrccm.atsjournals.org/cgi/reprint/161/4/1376;

• Treatment of Tuberculosis, (ATS/CDC/IDSA), 2003,
http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm;

• Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000, http://www.cdc.gov/mmwr/PDF/rr/rr4906.pdf;

• Updated: Adverse Event Data and Revised ATS/CDC Recommendations Against the Use of Rifampin and Pyrazinamide for Treatment of Latent Tuberculosis Infection – United States, 2003, MMWR 52 (No. 31), http://www.cdc.gov/mmwr/preview/mmwrhtml/mm5231a4.htm;

• Controlling Tuberculosis in the United States, MMWR, Vol. 54, No. RR-12, 2005
http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5412a1.htm; and

• Guidelines for the Prevention and Treatment of Opportunistic Infections Among HIV-Exposed and HIV-Infected Children, http://www.cdc.gov/mmwr/pdf/rr/rr58e0826.pdf.

Contractor shall comply with all applicable federal and state regulations and statutes, including, but not limited to, the following:

• Texas Tuberculosis Code, Health and Safety Code, Chapter 13, Subchapter B;

• Communicable Disease Prevention and Control Act, Texas Health and Safety Code, Chapter 81;

• Screening and Treatment for Tuberculosis in Jails and Other Correctional Facilities, Health and Safety Code, Chapter 89; • Texas
Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter A, Control of Communicable Diseases; and

• Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter H, Tuberculosis Screening for Jails and Other Correctional Facilities.

Contractor shall perform all activities under this Renewal Program Attachment in accordance with Tuberculosis and Refugee Health Services Branch, Tuberculosis Work Plan (attached as Exhibit A), and detailed budget as approved by DSHS. Contractor must receive written approval from DSHS before varying from applicable procedures in the final approved work plan, and must update its implementation documentation within forty-eight (48) hours of making approved changes so that staff working on activities under this contract knows of the change(s).

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below what is projected in Contractor's total Renewal Program Attachment amount, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

Use of Funds:

Contractor will be subject to adjustments in award amounts based on changes to the number of clients served, utilization of funds, or other factors.

Contractor shall provide a match of no less than 20% of the DSHS share of the total budget reflected in the Program Attachment. Contractor shall provide match at the required percentage or DSHS may hold payment vouchers, use administrative offsets, or request a refund from Contractor until such time as the required match ratio is met. No federal or other grant funds can be used as match.

Contractor shall not use DSHS funds or matching funds (including in-kind contributions) for:

1. Food;
2. Incentives;
3. Entertainment; or
4. Sectarian worship, instruction, or proselytization.

Contractor shall:
1. Lapse no more than 5% of the total funded amount of the contract.
2. Maintain and adjust spending plan throughout the contract term to avoid lapsing funds.
3. Maintain staffing levels to meet required activities of the contract and to ensure all funds in personnel category are expended.

Contractor's budget shall include costs to cover required TB trainings and continuing education training.

Contractor is allocated $142,737.33 from September 1, 2014 – December 31, 2014.
Contractor is allocated $285,474.67 from January 1, 2015 – August 31, 2015.
Expenditures must not exceed the above allocated amounts within the specified timeframes.

B. REPORTING:

Contractor shall provide a complete and accurate Annual Progress Report covering the period from January to December 2014, in the format provided by DSHS, demonstrating compliance with requirements of the Program Attachments during that time period. The report shall include, but not limited to, a detailed analysis of performance related to the performance measures listed below. The Contractor's Annual Progress Report shall not be combined with another Contractor's or health service region's Annual Progress Report. The report is due February 13, 2015, and shall be sent to the TB Reporting Mailbox - TBContractReporting@dshs.state.tx.us. Any individual-level patient data this will need to be sent to Public Health Information Network (PHIN). Contractors can mail the Annual Progress Report to their DSHS health service region thereby authorizing them to submit the report on their behalf. If the Contractor sends the report to DSHS health service region, the deadline for submission to TB and Refugee Health Services Branch remains unchanged. Contractor shall maintain documentation used to calculate performance measures as required by General Provisions Article VIII "Records Retention" and by Texas Administrative Code Title 22, Part 9 Chapter 165, §165.1 regarding the retention of medical records.

Contractor shall adhere to reporting requirements documented in the Tuberculosis Work Plan and the CDC Tuberculosis Surveillance Data Training Report of Verified Case of Tuberculosis (RVCT) Instruction Manual available at, http://www.cdc.gov/tb/programs/rvct/InstructionManual.pdf.

C. TRAINING:
Contractor shall provide orientation and training to all employees involved in TB activities including physicians, nurses, contact investigators, outreach workers, case registry staff, receptionists, and other support staff.

Within ninety (90) days of employment, all newly hired employees shall complete required TB training specific to their duties and responsibilities. Refer to the Tuberculosis Work Plan for required trainings for newly hired employees. Each year, employees that provide TB services shall receive sixteen (16) hours of continuing education or training relevant to their position. Documentation of all training (including the hours, topics, and dates) shall be retained for each employee who delivers TB services and made available upon request by DSHS Tuberculosis and Refugee Health Services Branch and listed in detail in the Accomplishments section of the Annual Progress Report.
Contractor's case registry staff shall attend annual medical records conference and workshop to obtain the latest records management procedures.

D. COHORT REVIEWS:

Contractor shall conduct cohort reviews as described in the Tuberculosis Work Plan. Contractor shall submit all required documents for cohort reviews as noted in the TB Work Plan including but not limited to the Cohort Summary Report and Cohort Presentation Form using the following Cohort Period and Submission Schedule:

Cohort Period & Submission Schedule

Cohort Period Cases Counted In:	Are reviewed and reported by:
1st quarter (Jan 1 to Mar 31) current year	March 31 of the following year
2nd quarter (Apr 1 to June 30) current year	June 30 of the following year
3rd quarter (July 1 to Sep 30) current year	September 30 of the following year
4th quarter (Oct 1 to Dec 31) current year	December 31 of the following year

SECTION II. FY15 PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Renewal Program Attachment, without waiving the enforceability of any of the other terms of the contract or any other method of determining compliance:

1. Cases, and suspected cases, of TB under treatment by Contractor shall be placed on timely and appropriate Direct Observed Therapy (DOT).

For FY15 reporting, data will cover all cases from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 90% is required.

If data indicates a compliance rate percentage for this Performance Measure of less than 90%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

2. Newly diagnosed TB cases that are eligible* to complete treatment within 12 months shall complete therapy within 365 days or less;
*Exclude TB cases 1) diagnosed at death, 2) who die during therapy, 3) who are resistant to Rifampin, 4) who have meningeal disease, and/or 5) who are younger than 15 years with either miliary disease or a positive blood culture for TB.

For FY15 reporting, data will cover all cases from calendar year 2013 (1/1/2013 -12/31/2013). A

compliance percentage of not less than 86% is required.

If data indicates a compliance percentage for this Performance Measure of less than 86%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

3. TB cases with initial cultures positive for Mycobacterium tuberculosis complex shall be tested for drug susceptibility and have those results documented in their medical record.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 97.6% is required.

If data indicates a compliance percentage of less than 97.6%for this Performance Measure then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

4. Newly-reported cases of TB with Acid-fast Bacillis (AFB) positive sputum culture results will have documented conversion to sputum culture-negative within 60 days of initiation of treatment.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 46% is required.

If data indicates a compliance percentage of less than 46% for this Performance Measure, then DSHS may (at its sole discretion) require additional measures be taken by contractor to improve the percentage, on a timeline set by DSHS;

5. Newly-reported TB cases shall have an HIV test performed (unless they are known HIV- positive, or if the patient refuses) and shall have positive or negative HIV test results reported to DSHS according to the schedule provided herein.

For FY15 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 82% is required.

If fewer than 82% of newly reported TB cases have a result of an HIV test reported, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

6. Newly-reported suspected cases of TB disease shall be started in timely manner on the recommended initial 4-drug regimen.
For FY15 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 93.4% is required.

If fewer than 93.4% of newly-reported TB cases are started on an initial 4-drug regimen in accordance with this requirement, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

7. Newly-reported TB patients with a positive AFB sputum-smear result shall have at least three contacts identified as part of the contact investigation that must be pursued for each case.

For FY15 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance

percentage of not less than 90% is required.

If data indicates a compliance percentage for this Performance Measure of less than 90%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

8. Newly-identified contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive TB case shall be evaluated for TB infection and disease.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 82% is required.

If data indicates a compliance percentage for this Performance Measure of less than 82%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

9. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case and that are newly diagnosed with latent TB infection (LTBI) shall be started on timely and appropriate treatment.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 67.5% is required.

If data indicates a compliance percentage for this Performance Measure of less than 67.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

10. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case that are newly diagnosed with LTBI and that were started on treatment shall complete treatment for LTBI as described in Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000, and according to the timelines given, therein.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 47.5% is required.

If data indicates a compliance percentage for this Performance Measure of less than 47.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

11. Newly-reported TB patients that are older than 12-years-old and that have a pleural or respiratory site of disease shall have sputum AFB-culture results reported to DSHS according to the timelines for reporting initial and updated results given herein.

For FY15 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 90.5% is required.

If data indicates a compliance percentage for this Performance Measure of less than 90.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

12. Increase the proportion of culture-confirmed TB cases with a genotyping result reported.

For FY15 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 94.2% is required.

If data indicates a compliance percentage for this Performance Measure of less than 94.2%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

13. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB, increase the proportion who initiate medical evaluation within 90 days of arrival.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 56% is required.

Measure of less than 56%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

14. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB and who are diagnosed with latent TB infection (LTBI during evaluation in the US, increase the proportion who start treatment.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 66% is required.

Measure of less than 66%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

15. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB and who are diagnosed with latent TB infection (LTBI during evaluation in the US and started on treatment, increase the proportion who complete LTBI treatment.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 67% is required.

Measure of less than 67%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS; and

16. All reporting to DSHS shall be completed as described herein under Section I-B above and submitted by the deadlines given.

If Contractor fails to meet any of the performance measures, Contractor shall furnish in the narrative report, due February 13, 2015, a written explanation including a plan (with schedule) to meet those measures. This requirement does not excuse any violation of this Contract, nor does it limit DSHS as to any options available under the contract regarding breach.

BILLING INSTRUCTIONS:
Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and

supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC 1940
Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, Texas 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 776-7442. The email address is invoices@dshs.state.tx.us.

8. Service Area

Hidalgo County

This section intentionally left blank.

10. Procurement method:

Non-Competitive | Interagency/Interlocal

GST-2012-Solicitation-00064 | FY14 TB/FED

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 08/31/2015

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.116, 93.116

14. DUNS Number:

103110834

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Narrative Report	Annually	January 1, 2014	December 31, 2014	February 13, 2015
Financial Status Rep	Quarterly	September 1, 2014	December 31, 2014	February 2, 2015
Financial Status Rep	Quarterly	January 1, 2015	February 28, 2015	March 30, 2015
Financial Status Rep	Quarterly	March 1, 2015	May 30, 2015	June 30, 2015
Financial Status Rep	Quarterly	June 1, 2015	August 31, 2015	October 15, 2015

Submission Instructions:

Annual Report: Submit program reports to the TB Reporting Mailbox - TBContractReporting@dshs.state.tx.us.

Financial Status Reports:
Claims Processing Unit, MC1940
Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

The fax number is (512) 776-7442. The email address is invoices@dshs.state.tx.us

16. Special Provisions

General Provisions, ARTICLE III SERVICES, Section 3.02 Disaster Services, is revised to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts. DSHS shall reimburse Contractor up to 5% of this Program Attachment funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

General Provisions, Article IV, Funding Section 4.03, Use of Funds, is amended to include the following:

Contractor is allocated $142,737.33 from September 1, 2014 – December 31, 2014.
Contractor is allocated $285,474.67 from January 1, 2015 – August 31, 2015.
Expenditures may not exceed the above allocated amounts within the specified timeframes.

General Provisions, Article IV. Funding, Section 4.06, Nonsupplanting, is revised to include the following:

Funding from this Renewal Program Attachment shall not be used to supplant (i.e., used in place of funds dedicated, appropriated or expended for activities funded through this Renewal Program Attachment) state or local funds, but Contractor shall use such funds to increase state or local funds currently available for a particular activity. Contractor shall maintain local funding at a sufficient rate to support the local program. If the total cost of the project is greater than DSHS' set funding, Contractor shall supply funds for the remaining costs in order to accomplish the objectives set forth in this Program Attachment.

General Provisions, ARTICLE V, Payment Methods and Restrictions Section 5.02, Billing Submission is amended to include the following:

Contractor must submit requests for reimbursement or payment, or revisions to previous reimbursement request(s), no later than February 15, 2015 for costs incurred between the service dates of September 1, 2014 and December 31, 2014.

General Provisions, Article V, Payment Methods and Restrictions, Section 5.03, Final Billing Submission, is amended to include the following:

Contractor shall submit final close-out bill or revisions to previous reimbursement request(s), no later than February 15, 2015 for costs incurred between the services dates of September 1, 2014 and December 31, 2014. Expenditures with service dates from September 1, 2014 to December 31, 2014 will not be paid, if submitted after February 15, 2015.

General Provisions, ARTICLE V. PAYMENT METHODS AND RESTRICTIONS, Section 5.05 Financial Status Reports, is amended to include the following:

Contactor shall submit FSRs to Accounts Payable by the last business day of the month following the end of each term reported. The FSR period will be reported as follows: Quarter One shall include September 1, 2014 through December 31, 2014. Quarter two shall include January 1, 2015 through February 28, 2015. Quarter three shall include March 1, 2015 through May 30, 2015. Quarter four shall include June 1, 2015

through August 31, 2015. Contractor shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term

General Provisions Article VIII Confidentiality, Section 8.03, Exchange of client-identifying information, is revised to include the following:

Neither Contractor, nor any subcontractor, shall transfer a client or patient record through any means, including electronically, to another entity or person, or subcontractor without written consent from the client or patient, or someone authorized to act on his or her behalf; however, DSHS may require Contractor, or any subcontractor, to timely transfer a client or patient record to DSHS if the transfer is necessary to protect either the confidentiality of the record or the health and welfare of the client or patient, or is otherwise provided by law.

DSHS shall have timely access to a client or patient record in the possession of Contractor, or any subcontractor, under authority of the Texas Health and Safety Code, Chapters 81 and 85, and the Medical Practice Act, Texas Occupations Code, Chapter 159. In such cases, DSHS shall keep confidential any information obtained from the client or patient record, as required by the Texas Health and Safety Code, Chapter 81, and Texas Occupations Code, Chapter 159.

General Provisions, Article XV. General Terms, Section 15.15 Amendment, is amended to include the following:
Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least ninety (90) days prior to the end of the term of this Program Attachment.

17. Documents Forming Contract. The Contract consists of the following:

a. Contract (this document)	2015-001400-00
b. General Provisions	Subrecipient General Provisions
c. Attachments	Budgets
d. Declarations	Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
e. Exhibits	

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name:	Hidalgo County
Vendor Identification Number:	17460007176

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

Department of State Health Services	**Hidalgo County**
By: Signature of Authorized Official	By: Signature of Authorized Official
Date	Date
Name and Title 1100 West 49th Street Address Austin, TX 787-4204 City, State, Zip	Name and Title Address City, State, Zip
Telephone Number	Telephone Number
E-mail Address	E-mail Address

Budget Summary

Organization Name: Hidalgo County Program ID: TB/PC-FED

Contract Number: 2015-001400-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	$295,406.00	$62,193.00	$0.00	$357,599.00
Fringe Benefits	$110,068.00	$23,173.00	$0.00	$133,241.00
Travel	$7,318.00	$0.00	$0.00	$7,318.00
Equipment	$0.00	$0.00	$0.00	$0.00
Supplies	$15,420.00	$276.00	$0.00	$15,696.00
Contractual	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00	$0.00
Total Direct Costs	$428,212.00	$85,642.00	$0.00	$513,854.00
Indirect Costs	$0.00	$0.00	$0.00	$0.00
Totals	$428,212.00	$85,642.00	$0.00	$513,854.00

CERTIFICATION REGARDING LOBBYING

Organization Name: Hidalgo County
Contract Number: 2015-001400-00

For contracts greater than $100,000, this attachment is applicable and must be signed as part of the contract agreement.

CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her 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 an 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, 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 federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, “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 subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

(•) Applicable ( ) Non-Applicable

Signature of Authorized Individual Date:

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	Signature Page			

TEXAS Department of State Health Services

CMPS Contract Management and Procurement System

FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Organization Name	Hidalgo County				
Address	1304 S 25th St				
City	Edinburg	State	Texas	Zip Code (9 digit)	78539
Payee Name	Hidalgo County				
Address	Hidalgo County Treasurer 2810 S Business 281				
City	Edinburg	State	TX	Zip Code (9 digit)	78539-6243
Vendor identification No.		17460007176		MailCode	060
Payee DUNS No. *		103110834			

1. Did your organization have a gross income, from all sources, of more than $300,000 in your previous tax year? *

(●) Yes ( ) No

2. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

( ) Yes (●) No

3. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

(●) Yes ( ) No

Identify contact persons for FFATA Correspondence. *

FFATA Contact Person #1

Name*	Ramon Garcia
Email*	ramon.garcia@co.hidalgo.tx.us
Telephone*	(956) 318-2600

FFATA Contact Person #2

Name*	Ray Eufracio CPA

Email*	ray.eufracio@auditor.co.hidalgo.tx.us
Telephone*	(956) 318-2511

☐ As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

E-Signature Date

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TB ELIMINATION FY 15 (FEDERAL)
Grant Application
Salary Budget
09/01/2014 - 08/31/2015
For Budget Purposes Only

T.B. Elimination FY 14 (program 011)

												Hourly Rate				2014	2015				Fringes				Insurance			
Slot #	Employee #	Position Title	2014 Payroll Salary	2015 Budgetd Salary With 3% COLA	2014 Budgeted Salary	Actual Salary (Prog 005)	Actual Salary (General Fund)	Actual Salary (TB Progam) (current)	Salary (TB Progam) (With 3% COLA)	% of Other Sources Funding	% of TB Grant Funding	Hourly Rate (current)	Hourly Rate With 3%	# of Hours in 2014	# of Hours in 2015	Salary Amount from 09/01/14 - 12/31/14	Salary Amount from 01/01/15 - 08/31/15	Fiscal Year Salary Amount 09/01/14 - 08/31/15	Monlty Salary	TB Grant Projected Salaries	FICA (7.65%	Retirement (11.28%)	Unemployment (.57%)	Workers Comp (.75%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
G002		Licensed Vocational Nurse III	48,149.00	49,593.47	48,149.00	1,820.00	9,952.00	36,377.00	37,468.31	0.24	0.76	23.1486	23.8430	704	1,384	16,296.58	32,998.73	49,295.32	4,107.94	37,464.44	2,866.03	4,225.99	213.55	280.98	4,437.68	28.55	12,052.78	49,517.22
G003		Licensed Vocational Nurse III	48,149.00	49,593.47	48,149.00	1,820.00	9,952.00	36,377.00	37,468.31	0.24	0.76	23.1486	23.8430	704	1,384	16,296.58	32,998.73	49,295.32	4,107.94	37,464.44	2,866.03	4,225.99	213.55	280.98	4,437.68	28.55	12,052.78	49,517.22
G004		Licensed Vocational Nurse III	48,149.00	49,593.47	48,149.00	-	11,772.00	36,377.00	37,468.31	0.24	0.76	23.1486	23.8430	704	1,384	16,296.58	32,998.73	49,295.32	4,107.94	37,464.44	2,866.03	4,225.99	213.55	280.98	4,437.68	28.55	12,052.78	49,517.22
G005		Licensed Vocational Nurse III	48,149.00	49,593.47	48,149.00	1,593.00	14,637.00	31,919.00	32,876.57	0.34	0.66	23.1486	23.8430	704	1,384	16,296.58	32,998.73	49,295.32	4,107.94	32,534.91	2,488.92	3,669.94	185.45	244.01	3,853.77	24.79	10,466.88	43,001.79
G006		Outreach Specialist I	26,614.00	27,412.42	26,614.00	1,167.00	2,138.00	23,309.00	24,008.27	0.12	0.88	12.7952	13.1790	704	1,384	9,007.82	18,239.80	27,247.62	2,270.63	23,977.90	1,834.31	2,704.71	136.67	179.83	5,138.36	33.05	10,026.93	34,004.83
G007		Asst TB Records Mngr	25,819.00	26,593.57	25,819.00	1,146.00	1,708.00	22,965.00	23,653.95	0.11	0.89	12.4130	12.7854	704	1,384	8,738.74	17,694.95	26,433.69	2,202.81	23,525.98	1,799.74	2,653.73	134.10	176.44	5,196.75	33.43	9,994.19	33,520.17
G008		Outreach Specialist I	24,087.00	24,809.61	24,087.00	36.00	542.00	23,509.00	24,214.27	0.02	0.98	11.5803	11.9277	704	1,384	8,152.52	16,507.93	24,660.46	2,055.04	24,167.25	1,848.79	2,726.07	137.75	181.25	5,722.27	36.81	10,652.95	34,820.20
G009		Outreach Specialist II	30,062.00	30,963.86	30,062.00	992.00	9,250.00	19,820.00	20,414.60	0.34	0.66	14.4529	14.8865	704	1,384	10,174.83	20,602.88	30,777.71	2,564.81	20,313.29	1,553.97	2,291.34	115.79	152.35	3,853.77	24.79	7,992.00	28,305.29
G010		Outreach Specialist I	26,614.00	27,412.42	26,614.00	874.00	8,220.00	17,520.00	18,045.60	0.34	0.66	12.7952	13.1790	704	1,384	9,007.82	18,239.80	27,247.62	2,270.63	17,983.43	1,375.73	2,028.53	102.51	134.88	3,853.77	24.79	7,520.20	25,503.63
G011		Outreach Specialist I	25,105.00	25,858.15	25,105.00	15.00	11,549.00	13,541.00	13,947.23	0.46	0.54	12.0697	12.4318	704	1,384	8,497.08	17,205.62	25,702.69	2,141.89	13,879.45	1,061.78	1,565.60	79.11	104.10	3,153.09	20.28	5,983.96	19,863.41
G012		Clerk III	26,014.00	26,794.42	26,014.00	-	-	26,014.00	26,794.42	-	1.00	12.5067	12.8819	704	1,384	8,804.74	17,828.59	26,633.33	2,219.44	26,633.33	2,037.45	3,004.24	151.81	199.75	5,839.05	37.56	11,269.86	37,903.19
			376,911.00	**388,218.33**	**376,911.00**	**9,463.00**	**79,720.00**	**287,728.00**								**127,569.88**	**258,314.50**	**385,884.38**	**32,157.01**	**295,408.86**	**22,598.78**	**33,322.12**	**1,683.83**	**2,215.57**	**49,923.87**	**321.15**	**110,065.31**	**405,474.17**

Notes:

1 This schedule was prepared when the grant application was submitted to DSHS on 05/08/14.
2 A 3% cost of living increase is budgeted from 01/01/15 to 08/31/15. (pending CC approval)
3 2015 fringe benefit rates are used as this is the latest information available at this time.
4 Actual work hours in grant period used which total to 2,088 for FY 15.

5 County Salary Schedule ---------->

6 2015 Fringe Rates ---------->

Prepared by Mike Escaname
HCHHSD
05/12/14

						Local Match						Hourly Rate				2014	2015				Local Match Fringes							
																					Fringes				Insurance			
Slot #	Employee #	Position Title	2014 Payroll Salary	2015 Budgetd Salary With 3% COLA	2014 Budgeted Salary	Actual Salary (Prog 005)	Actual Salary (General Fund)	Actual Salary (TB Progam) (current)	Salary (TB Progam) (With 3% COLA)	% of Other Sources Funding	% of TB Grant Funding	Hourly Rate (current)	Hourly Rate With 3%	# of Hours in 2014	# of Hours in 2015	Salary Amount from 09/01/14 - 12/31/14	Salary Amount from 01/01/15 - 08/31/15	Fiscal Year Salary Amount 09/01/14 - 08/31/15	Monlty Salary	TB Grant Projected Salaries	FICA (7.65%	Retirement (11.28%)	Unemployment (.57%)	Workers Comp (.75%)	Health Ins.	Life Ins.	Local Match Projected Fringes	Local Match Projected Total Salaries & Fringes
G002		Licensed Vocational Nurse III	48,149.00	49,593.47	48,149.00	1,820.00	9,952.00	36,377.00	37,468.31	0.24	0.76	23.1486	23.8430	704	1,384	16,296.58	32,998.73	49,295.32	4,107.94	37,464.44	900.56	1,327.88	67.10	88.29	1,427.60	9.18	3,820.61	15,592.61
G003		Licensed Vocational Nurse III	48,149.00	49,593.47	48,149.00	1,820.00	9,952.00	36,377.00	37,468.31	0.24	0.76	23.1486	23.8430	704	1,384	16,296.58	32,998.73	49,295.32	4,107.94	37,464.44	900.56	1,327.88	67.10	88.29	1,427.60	9.18	3,820.61	15,592.61
G004		Licensed Vocational Nurse III	48,149.00	49,593.47	48,149.00	-	11,772.00	36,377.00	37,468.31	0.24	0.76	23.1486	23.8430	704	1,384	16,296.58	32,998.73	49,295.32	4,107.94	37,464.44	900.56	1,327.88	67.10	88.29	1,427.60	9.18	3,820.61	15,592.61
G005		Licensed Vocational Nurse III	48,149.00	49,593.47	48,149.00	1,593.00	14,637.00	31,919.00	32,876.57	0.34	0.66	23.1486	23.8430	704	1,384	16,296.58	32,998.73	49,295.32	4,107.94	32,534.91	1,241.60	1,830.74	92.51	121.73	1,968.22	12.66	5,267.46	21,497.46
G006		Outreach Specialist I	26,614.00	27,412.42	26,614.00	1,167.00	2,138.00	23,309.00	24,008.27	0.12	0.88	12.7952	13.1790	704	1,384	9,007.82	18,239.80	27,247.62	2,270.63	23,977.90								
G007		Asst TB Records Mngr	25,819.00	26,593.57	25,819.00	1,146.00	1,708.00	22,965.00	23,653.95	0.11	0.89	12.4130	12.7854	704	1,384	8,738.74	17,694.95	26,433.69	2,202.81	23,525.98	218.33	321.93	16.27	21.41	645.44	4.15	1,227.53	4,081.53
G008		Outreach Specialist I	24,087.00	24,809.61	24,087.00	36.00	542.00	23,509.00	24,214.27	0.02	0.98	11.5803	11.9277	704	1,384	8,152.52	16,507.93	24,660.46	2,055.04	24,167.25	44.22	65.20	3.29	4.34	140.12	0.90	258.07	836.07
G009		Outreach Specialist II	30,062.00	30,963.86	30,062.00	992.00	9,250.00	19,820.00	20,414.60	0.34	0.66	14.4529	14.8865	704	1,384	10,174.83	20,602.88	30,777.71	2,564.81	20,313.29								
G010		Outreach Specialist I	26,614.00	27,412.42	26,614.00	874.00	8,220.00	17,520.00	18,045.60	0.34	0.66	12.7952	13.1790	704	1,384	9,007.82	18,239.80	27,247.62	2,270.63	17,983.43	695.69	1,025.80	51.84	68.21	1,995.20	12.83	3,849.57	12,943.57
G011		Outreach Specialist I	25,105.00	25,858.15	25,105.00	15.00	11,549.00	13,541.00	13,947.23	0.46	0.54	12.0697	12.4318	704	1,384	8,497.08	17,205.62	25,702.69	2,141.89	13,879.45								
G012		Clerk III	26,014.00	26,794.42	26,014.00	-	-	26,014.00	26,794.42	-	1.00	12.5067	12.8819	704	1,384	8,804.74	17,828.59	26,633.33	2,219.44	26,633.33	0.00	0.00	0.00	0.00	-	-	0.00	-
			376,911.00	**388,218.33**	**376,911.00**	**9,463.00**	**79,720.00**	**287,728.00**								**127,569.88**	**258,314.50**	**385,884.38**	**32,157.01**	**295,408.86**	**4,901.51**	**7,227.32**	**365.21**	**480.54**	**9,031.78**	**58.08**	**22,064.44**	**86,136.44**

0.74384314	64,072.00
0.25615686	22,064.44
	86,136.44

Prepared by Mike Escaname
HCHHSD
05/12/14

DATE: September 01, 2014

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 4-1293-441-00-340-011-5-XXX TB ELIMINATION

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
4-1293-441-00-340-011-5-113	TB Elim - Reg F/T Employees	$ 118,008.00
Fringes		
4-1293-441-00-340-011-5-211	TB Elim - Health Insurance	$ 19,935.00
4-1293-441-00-340-011-5-212	TB Elim - Life Insurance	$ 137.00
4-1293-441-00-340-011-5-220	TB Elim - FICA	$ 9,028.00
4-1293-441-00-340-011-5-230	TB Elim - Retirement	$ 13,311.00
4-1293-441-00-340-011-5-250	TB Elim - Unemployment Comp	$ 673.00
4-1293-441-00-340-011-5-260	TB Elim - Workers Comp	$ 885.00
Travel		
4-1293-441-00-340-011-5-581	TB Elim - In-County Travel	$ 1,661.00
4-1293-441-00-340-011-5-583	TB Elim - Out-Of-County Travel	$ 754.00
Supplies		
4-1293-441-00-340-011-5-601	TB Elim - Office & Computer Supplies	$ 3,200.00
4-1293-441-00-340-011-5-604	TB Elim - Medical & Laboratory Supplies	$ 3,692.33
	TOTAL APPROPRIATION	$ 171,284.33
4-1293-331-12-340-011-5-000	TB Elim - Revenue	$ 142,737.33
4-1293-391-01-000-100-5-000	Transfers In - General Fund (**DO NOT POST**)	$ 28,547.00
4-1100-491-01-000-293-5-891	Transfers Out - Health Grants (**DO NOT POST**)	$ 28,547.00
	TOTAL APPROPRIATION	$ 171,284.33

REASON: To appropriate the TB Prevention & Control - Federal grant award for FY 15.
This amount is limited to 33% of the total grant award of $428,212.00 as per grant contract.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

HIDALGO COUNTY
Department Of Budget And Management
2014 SALARY SCHEDULE

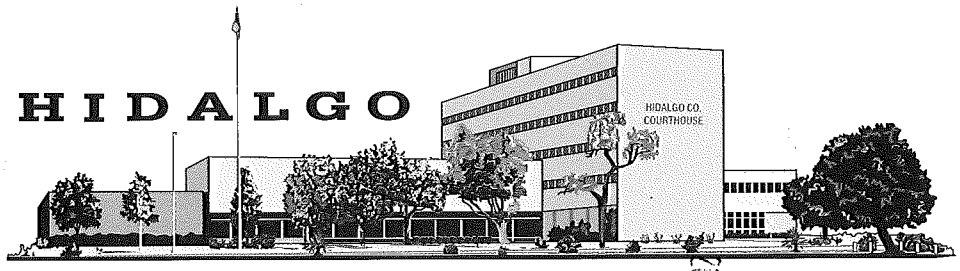
5

1293-441-00-340-011-4

TDH T.B.ELIM

Slot #	Obj #	EMPLOYEE NAME	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 Allownaces					ACTUAL TOTAL COMP.
												Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	
G002	113	ITCHEEL S. VERGARA	LICENSED VOCATIONAL NURSE III	$36,377.00	$0.00	$36,377.00	0	$0.00	$0.00	$36,377.00	$36,377.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,377.00
G003	113	PREPEDIGNA HERNANDEZ	LICENSED VOCATIONAL NURSE III	$36,377.00	$0.00	$36,377.00	0	$0.00	$0.00	$36,377.00	$36,377.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,377.00
G004	113	JACOB GARCIA	LICENSED VOCATIONAL NURSE III	$36,377.00	$0.00	$36,377.00	0	$0.00	$0.00	$36,377.00	$36,377.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,377.00
G005	113	SANDRA SALINAS	LICENSED VOCATIONAL NURSE III	$31,919.00	$0.00	$31,919.00	0	$0.00	$0.00	$31,919.00	$31,919.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,919.00
G006	113	NATALIE CAMPOS	OUTREACH SPECIALIST I	$23,309.00	$0.00	$23,309.00	0	$0.00	$0.00	$23,309.00	$23,309.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,309.00
G007	113	MARY J. CANTU	ASST TB RECORDS MNGR	$22,965.00	$0.00	$22,965.00	0	$0.00	$0.00	$22,965.00	$22,965.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,965.00
G008	113	JENNIFER A. GARZA	OUTREACH SPECIALIST I	$23,509.00	$0.00	$23,509.00	0	$0.00	$0.00	$23,509.00	$23,509.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,509.00
G009	113	SANDRA FELIX	OUTREACH SPECIALIST II	$19,820.00	$0.00	$19,820.00	0	$0.00	$0.00	$19,820.00	$19,820.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,820.00
G010	113	MELISSA SALINAS	OUTREACH SPECIALIST I	$17,520.00	$0.00	$17,520.00	0	$0.00	$0.00	$17,520.00	$17,520.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,520.00
G011	113	JOELEN GARZA	OUTREACH SPECIALIST I	$13,541.00	$0.00	$13,541.00	0	$0.00	$0.00	$13,541.00	$13,541.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13,541.00
G012	113	JOSEFINA SOLIS	CLERK III	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$26,014.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,014.00
			Total:	$287,728.00	$0.00	$287,728.00		$0.00	$0.00	$287,728.00	$287,728.00	$0.00	$0.00	$0.00	$0.00	$0.00	$287,728.00

COUNTY of HIDALGO



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

EDINBURG, TEXAS 78539

HIDALGO COUNTY
BUDGET OFFICE
AUG 22 PM 2:27

August 22, 2014

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of State Health Services (TDSHS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$142,737.33	Award No. 2015-001400-00 TB/PC Tuberculosis Prevention and Control-Federal

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/21/14
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-45856 **Health & Human Services Dept. 11. E.**

CC - REGULAR

Meeting Date: 08/25/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

CPS/HAZARDS-PHEP (1293):
1. Requesting approval to accept the CPS/HAZARDS Public Health Emergency Preparedness grant contract #2015-001134-00 in the amount of $567,198.00 for the period of 09/01/2014 to 08/31/2015.
2. Requesting approval for County Judge to e-sign the CPS/HAZARDS-PHEP grant contract.
3. Requesting approval for County Judge to e-sign the Certification Regarding Lobbying statement.
4. Requesting approval for County Judge to e-sign the Fiscal Federal Funding Accountability and Transparency Act Certification statement.
5. Requesting approval of the Certification of Revenue in the amount of $567,198.00.
6. Requesting approval of the budget appropriation in the amount of $567,198.00 from state funds and in the amount of $56,723.00 from local match.
7. Approval to delete the following vacant full time position:

Slot No.	Position Title	Budgeted Salary
0018	Public Health Specialist	$35,391.00

8. Requesting approval of the salary schedule.

BACKGROUND

As a result of reduction in grant funding for FY 15 effective September 1, 2014 it is necessary to delete the vacant Public Health Specialist position (slot no. 0018) at this time.

05/13/14 - AI-44310 - Approval to submit the renewal grant application for FY 15 funds.

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** 4-1293-441-00-340-013-5-XXX

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

BUDGETARY IMPACT:

Grant Fiscal Year 2015.
County Calendar/ Fiscal Year 2014.
Account Fiscal Year 5.

4-1293-331-12-340-013-5-000 PHEP - Revenue
4-1293-391-01-000-100-5-000 Transfer In - General Fund (LOCAL MATCH)

Grant requires a 10% local match.
Local match was reserved during 2014 budget process and has been appropriated.

Attachments

Grant Contract
Budget Appropriation
Salary Fringes Budget
PAR form
SALARY SCHEDULE
cor

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/05/2014 04:38 PM
Rosalinda Cantu	Rosie Cantu	08/21/2014 01:55 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Mike Escaname Started On: 08/05/2014 03:24 PM

Final Approval Date: 08/21/2014

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2015-001134-00

This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Hidalgo County (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is $567,198.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 09/01/2014 and ends on 08/31/2015. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. Program Name: CPS/HAZARDS Public Health Emergency Preparedness (PHEP)

7. Statement of Work:

STATEMENT OF WORK:

A. Contractor will perform activities in support of the PHEP Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-120102CONT14) from the Centers for Disease Control and Prevention (CDC). CDC's five-year PHEP – Hospital Preparedness Program (HPP) Cooperative Agreement seeks to align PHEP and HPP programs and advance public health and healthcare preparedness and:

1. Identify the appropriate jurisdictional partners to address the emergency preparedness, response and recovery needs of older adults regarding public health, medical and mental health behavioral needs and address processes and accomplishments to meet the needs of older adults;
2. Describe processes for solicitation of public comment on emergency preparedness plans and their implementation such as the establishment of an advisory committee or similar mechanism to ensure ongoing public comment on emergency preparedness and response plans;
3. Provide DSHS with situational awareness data generated through interoperable networks of electronic data systems,

B. Contractor will address the following CDC PHEP Capabilities by prioritizing the order of the fifteen (15) public health preparedness capabilities in which the Contractor intends to invest based upon the Texas Public Health Jurisdictional Risk Assessment Tool (TxPHRAT) and the Capabilities Planning Guide (CPG) to assess the current capabilities and gaps.

1. Capability 1 – Community Preparedness is the ability of communities to prepare for, withstand, and recover – in both the short and long terms – from public health incidents.

2. Capability 2 – Community Recovery is the ability to collaborate with community partners, e.g., healthcare organizations, business, education, and emergency management) to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels and improved levels where possible.

3. Capability 3 – Emergency Operations Center Coordination is ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices with the National Incident Management System.

4. Capability 4 – Emergency Public Information and Warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders.

5. Capability 5 – Fatality Management is the ability coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death, and facilitate access to mental/behavioral health services to the family members, responders, and survivors of an incident.

6. Capability 6 – Information Sharing is the ability to conduct multijurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to federal, state, local, territorial, and tribal levels of government

and the private sector in preparation for and in response to events or incidents of public health significance.

7. Capability 7 – Mass Care is the ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location. This capability includes the coordination of ongoing surveillance and assessment to ensure that local health needs to continue to meet as the incident evolves.

8. Capability 8 – Medical Countermeasure Dispensing is the ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, etc.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.

9. Capability 9 – Medical Materiel Management and Distribution is the ability to acquire, maintain (e.g., cold chain storage or other storage protocol), transport distribute, and track medical materiel (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical materiel, as necessary, after an incident.

10. Capability 10 – Medical Surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were compromised.

11. Capability 11 – Non-Pharmaceutical Interventions is the ability to recommend to the applicable lead agency (if not public health) and implement, if applicable, strategies for disease, injury, and exposure control. Strategies include the following: isolation and quarantine; restrictions on movement and travel advisory/warnings; social distancing; external decontamination; hygiene; and precautionary behaviors.

12. Capability 12 – Public Health Laboratory Testing is the ability to conduct rapid and conventional detection, characterization, confirmatory testing, data reporting, investigative support, and laboratory networking to address actual or potential exposure to all-hazards. Hazards include chemical, radiological, and biological, and biological agents in multiple matrices that may include clinical samples, food, and environmental samples (e.g., water, air, and soil). This capability supports routine surveillance, including pre-event incident and post-exposure activities.

13. Capability 13 – Public Health Surveillance and Epidemiological Investigations is the ability to create, maintain, support and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.

14. Capability 14 – Responder Safety and Health describes the ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, if requested.

15. Capability 15 – Volunteer Management is the ability to coordinate the identification, recruitment, registration, credential verification, training and engagement of volunteers to support the jurisdictional public health agency’s response to incidents of public health significance.

C. A written amendment increasing the amount of this Contract will be required to be executed by the Parties before the total amount of this Contract can be increased.

D. Contractor will comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:
1. Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
2. Public Law 113-05, Pandemic and All-Hazards Preparedness Reauthorization Act; and
3. Texas Health and Safety Code Chapter 81.

E. The Parties have the authority under Texas Government Code Chapter 791 to enter into this Interlocal Cooperation Contract.

F. Texas Government Code § 421.062 provides that since this Contract is for a homeland security service that neither party is responsible for any civil liability that may arise from this Contract.

G. The following documents and resources are incorporated by reference and made a part of this Contract:

1. DSHS and CDC Public Health Emergency Preparedness Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP12-120102CONT14;
2. Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011:
http://www.cdc.gov/phpr/capabilities/DSLR_capabilities_July.pdf;
3. Presidential Policy Directive 8/PPD-8, March 30, 2011:
http://www.hlswatch.com/wp-content/uploads/2011/04/PPD-8-Preparedness.pdf;
4. Homeland Security Exercise and Evaluation Program (HSEEP) Documents:
https://hseep.dhs.gov/pages/1001_HSEEP7.aspx;
5. Ready or Not? Have a Plan; Surviving Disaster: How Texans Prepare (videos):
http://www.texasprepares.org/survivingdisaster.htm;
6. DSHS Exercise Guide:
http://www.dshs.state.tx.us/commprep/exercises.aspx; and
7. Preparedness Program Guidance(s) as provided by DSHS and CDC.

H. Funds awarded for this Contract 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.

I. The Contractor is required to provide matching funds for this Program Attachment not less than ten-percent of total costs. Refer to the DSHS Contractor's Financial Procedures Manual, Chapter 9 (http://www.dshs.state.tx.us/contracts/cfpm.shtm) for additional guidance on match requirements, including descriptions of acceptable match resources. Documentation of match, including methods and sources must be included in the Contractor's Contract budget and Contractor must follow procedures for generally accepted accounting practices as well as meet audit requirements.

J. In the event of a public health emergency involving a portion of the state, Contractor will mobilize and dispatch staff or equipment purchased with funds from the previous PHEP cooperative agreements and that are not performing critical duties in the jurisdiction served to the affected area of the state upon receipt of a written request from DSHS.

K. Contractor will inform DSHS in writing if Contractor will not continue performance under this Program Attachment within thirty days of receipt of an amended standard(s) or guideline(s). And after receipt of this notice, DSHS may terminate this Contract immediately or within a reasonable period of time as determined by DSHS.

L. Contractor will develop, implement and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Contract, including partial full-time employees and temporary staff.

M. DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Contract amount, Contractor's budget may be subject to a decrease for the remainder of the Term of the Contract. Vacant positions existing after ninety days may result in a decrease in funds.

N. The Contractor will:
1. Submit programmatic reports as directed by DSHS in a format specified by DSHS. Contractor will provide DSHS other reports, including financial reports, and any other reports that DSHS determines necessary to accomplish the objectives of this contract and to monitor compliance;
2. Submit the Capabilities Planning Guide assessment due to DSHS within an established timeframe designated by DSHS;
3. Submit Strategic Map due to DSHS within an established timeframe designated by DSHS;
4. Submit Performance Measures to DSHS within an established timeframe designated by DSHS;
5. Update the Texas Public Health Jurisdictional Risk Assessment Tool (TxPHRAT) by September 30, 2014;
6. Submit the Emergency Support Function 8 plans developed in accordance with the Texas Department of Emergency Management (TDEM) and DSHS Planning Standards within 30 days of request from DSHS;
7. Submit a monthly list of all reported clusters and information on investigation findings on the tracking sheet provided by the DSHS Emerging and Acute Infectious Disease Branch by the 15th of the following month;
8. Submit documentation of all required NIMS training to DSHS within an established timeframe designated by DSHS;
9. Submit a current Multi-Year Training & Exercise Plan that covers FY15 through FY20 to DSHS by September 2, 2014, using the template provided by DSHS. In accordance with HSEEP guidelines, contractors must conduct or participate in a Multi-year Training and Exercise Workshop with all applicable agencies and submit an agenda and a participant roster as documentation of attendance;
10. Complete and submit the Operational Readiness Review (ORR) to SharePoint two-weeks prior to review in a report in a format specified by DSHS;
11. Perform and submit metrics on three Strategic National Stockpile (SNS) operation drills and submit After Action Report/Improvement Plan 60 days after completion of the drill. Drills should be conducted to allow for After Action Reports with accompanying data collection metric sheets to be submitted no later than April 1, 2015;
12. Demonstrate compliance with current programmatic medical countermeasure guidance through submission of point of dispensing (POD) standards data by April 1, 2015;
13. Complete the Joint Training Report due to DSHS within an established timeframe designated by DSHS pending release of the report template from CDC;
14. Submit the Mid-Year Report to DSHS by December 2014;
15. Complete an end-of-year performance report in a format specified by DSHS no later than August 14, 2015;
16. Conduct or participate in, at least, one Preparedness Exercise in accordance to the Contractor's

exercise plan and developed in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) standards. Contractor will submit to DSHS an exercise notification following the Concept and Objectives meeting in accordance with timeframes established in DSHS Exercise Guidance. A joint after action report/improvement plan must be submitted within 60 days of the exercise to DSHS. The After Action Report must also include a Corrective Action Plan. These exercises may include a tabletop exercise, a functional exercise, or a full-scale exercise to test preparedness and response capabilities, but not associated with SNS;
17. Designate a member of the PHEP program to attend, in person, the PHEP first quarterly meeting of the contract term and either in person or via webinar for the subsequent meetings. If the designee is unable to attend the first meeting in person, the Contractor must petition DSHS in writing requesting an exemption and proposal for attending a subsequent quarterly meeting;
18. Designate a member of the Contractor's financial team to participate in the fiscal portion of each of the four quarterly meetings in person or via webinar;
19. Participate in the Annual Intermedix Autumn Charge Exercise to evaluate the use of the Texas Disaster Volunteer Registry during a simulated disaster and to evaluate overall readiness;
20. Report as requested by DSHS to satisfy information-sharing requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c); and
21. Complete all additional reporting requirements. Due dates will be listed in the most current DSHS reporting schedule, to be released no later than September 30, 2014. If Contractor is legally prohibited from providing such reports, Contractor will immediately notify DSHS in writing.

O. In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately five percent of the Contractor's staff's time supporting this Program Attachment for response efforts. DSHS will reimburse Contractor up to five percent of this Program Attachments funded by CDC for personnel costs responding to an emergency event. Contractor will maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor will notify the Assigned Contract Manager in writing when this provision is implemented.

P. For the purposes of this Contract, the Contractor may not use funds for fundraising activities, lobbying, research, construction, major renovations and reimbursement of pre-award costs, clinical care, purchase of vehicles of any kind, funding an award to another party or provider who is ineligible, backfilling costs for staff or the purchase of incentive items.

Q. Contractor will cooperate with DSHS to coordinate all planning, training and exercises performed under this Program Attachment with local emergency management and the Texas Division of Emergency Management (TDEM) District Coordinators assigned to the contractor's sub-state region, to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.

R. Contractor will coordinate all risk communication activities with the DSHS Communications Unit by using DSHS's core messages posted on the DSHS website, and submitting copies of draft risk communication materials to DSHS for coordination prior to dissemination.

S. For Volunteer Management (Capability 15), if Contractors are using volunteers, such as Medical Reserve Corps or Strategic National Stockpile (SNS) point of dispensing volunteers, and then Contractors must use the Texas Disaster Volunteer Registry (TDVR), Texas' version of the Emergency System for the Advanced Registration of Volunteer Health Professionals (ESAR-VHP) system as their main volunteer management tool.

T. If using volunteers as provided in Section S above during FY15, the Contractor will be required to take DSHS training on the TDVR system. Within 60 days of this training, Contractors must either:

1. Request access to the TDVR from DSHS Medical Reserve Corp (MRC) and Emergency System to State ESAR-VHP System Administrator; and enter all volunteer data into the Intermedix Data Input Form and submit the form to the State ESAR-VHP System Administrator; or

2. Petition DSHS in writing for an exemption from using the TDVR. Successful petitioners must be currently using a fully operational, ESAR-VHP compliant, web-based volunteer management system.

PERFORMANCE MEASURES:

A. Contractor will meet and report performance measures based on milestones that are developed in coordination with DSHS for the Contractor's project as provided in the Section I and demonstrated adherence to PHEP reporting deadlines; and demonstrated capability to receive, stage, store, distribute, and dispense materiel during a public health emergency. Failure to meet these deliverables may result in withholding a portion of any subsequent PHEP base awards.

B. DSHS will send a schedule for the reporting these Performance Measures within 30 days of the contract start date, which is subject to change as DSHS and CDC modify performance measures and due dates.

C. Contractor will provide services in the following counties:

BILLING INSTRUCTIONS:

Contractor will request payment using the State of Texas Purchase Voucher (Form B-13) on a monthly basis and acceptable supporting documentation for reimbursement of the required services/deliverables. Additionally, the Contractor will submit the Financial Status Report (FSR-269A) and the Match Reimbursement Certification (B-13A) on a quarterly basis. Vouchers, supporting documentation, Financial Status Report, and B-13A should be mailed or emailed to the addresses below.

Claims Processing Unit, MC1940
Texas Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

Email: invoices@dshs.state.tx.us

8. Service Area

Hidalgo County

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00043

RLHS GOLIVE HAZARDS PROPOSAL

11. Renewals:

Number of Renewals Remaining: 2 Date Renewals Expire: 08/31/2017

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.069, 93.069

14. DUNS Number:

103110834

This section intentionally left blank.

16. Special Provisions

A. Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than August 14, 2015, for costs incurred between the services dates of September 1, 2014 to June 30, 2015. No expenditures with service dates from September 1, 2014 to June 30, 2015 will be paid after August 14, 2015 from the Budget Period 3 (BP3) allocation. This Subsection supersedes Section 4.03 of the Fiscal Year 2015 Department of State of Health Services General Provisions (Core/Sub Recipient).

B. General Provisions, Funding Article IV, Use of Funds Section 4.03, is amended to include the following:
Contractor is allocated $504,182 from September 1, 2014 to June 30, 2015.
Contractor is allocated $63,016 from July 1, 2015 to August 31, 2015.

Expenditures may not exceed the above allocated amounts within the specified timeframes.

C. General Provisions, Terms and Conditions of Payment Article VI, is revised to include:
DSHS will monitor Contractor's billing activity and expenditure reporting on a quarterly basis. Based on these reviews, DSHS may reallocate funding between contracts to maximize use of available funding.

D. General Provisions, Access and Inspection Article XI, Access Section 11.01 is hereby revised to include the following:
In addition to the site visits authorized by this Article of the General Provisions, Contractor will allow DSHS to conduct on-site quality assurance reviews of Contractor. Contractor will comply with all DSHS documentation requests and on-site visits. Contractor will make available for review all documents related to the Statement of Work and Exhibit A, upon request by the DSHS Program staff.

E. General Provisions, General Business Operations of Contractor Article XIV, Equipment Purchases (Including Controlled Assets), Section 14.20, is revised as follows:
Contractor is required to initiate the purchase of approved equipment no later than August 31, 2015 as documented by issue of a purchase order or written order confirmation from the vendor on or before August 31, 2015. In addition, all equipment must be received no later than 60 calendar days following the end of the Program Attachment term.

F. General Provisions, General Terms Article XV, Amendment Section 15.15, is amended to include the following:
Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Program Attachment.

17. Documents Forming Contract. The Contract consists of the following:

a. Contract (this document)	2015-001134-00
b. General Provisions	Subrecipient General Provisions
c. Attachments	Budgets
d. Declarations	Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
e. Exhibits	

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name:	Hidalgo County
Vendor Identification Number:	17460007176

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

Department of State Health Services	**Hidalgo County**
By: Signature of Authorized Official	By: Signature of Authorized Official
Date	Date
Name and Title 1100 West 49th Street Address Austin, TX 787-4204 City, State, Zip	Name and Title Address City, State, Zip
Telephone Number	Telephone Number
E-mail Address	E-mail Address

Budget Summary

Organization Name: Hidalgo County Program ID: CPS/HAZARDS

Contract Number: 2015-001134-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	$404,580.00	$42,486.00	$0.00	$447,066.00
Fringe Benefits	$135,575.00	$14,237.00	$0.00	$149,812.00
Travel	$6,934.00	$0.00	$0.00	$6,934.00
Equipment	$0.00	$0.00	$0.00	$0.00
Supplies	$1,750.00	$0.00	$0.00	$1,750.00
Contractual	$0.00	$0.00	$0.00	$0.00
Other	$18,359.00	$0.00	$0.00	$18,359.00
Total Direct Costs	$567,198.00	$56,723.00	$0.00	$623,921.00
Indirect Costs	$0.00	$0.00	$0.00	$0.00
Totals	$567,198.00	$56,723.00	$0.00	$623,921.00

CERTIFICATION REGARDING LOBBYING

Organization Name: Hidalgo County
Contract Number: 2015-001134-00

For contracts greater than $100,000, this attachment is applicable and must be signed as part of the contract agreement.

CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her 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 an 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, 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 federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, “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 subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

(•) Applicable ( ) Non-Applicable

Signature of Authorized Individual Date:

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General Provisions

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TEXAS Department of State Health Services

CMPS Contract Management and Procurement System

FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Organization Name	Hidalgo County				
Address	1304 S 25th St				
City	Edinburg	State	Texas	Zip Code (9 digit)	78539
Payee Name	Hidalgo County				
Address	Hidalgo County Treasurer 2810 S Business 281				
City	Edinburg	State	TX	Zip Code (9 digit)	78539-6243
Vendor identification No.		17460007176		MailCode	060
Payee DUNS No. *		103110834			

1. Did your organization have a gross income, from all sources, of more than $300,000 in your previous tax year? *

(•) Yes ( ) No

2. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

( ) Yes (•) No

3. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

(•) Yes ( ) No

Identify contact persons for FFATA Correspondence. *

FFATA Contact Person #1

Name*	Ramon Garcia
Email*	ramon.garcia@co.hidalgo.tx.us
Telephone*	(956) 318-2600

FFATA Contact Person #2

Name*	Ray Eufracio CPA

Email*	ray.eufracio@auditor.co.hidalgo.tx.us
Telephone*	(956) 318-2511

☐ As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

E-Signature Date

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DATE: September 01, 2014

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 4-1293-441-00-340-013-5-XXX CPS Bioterrorism Preparedness

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
4-1293-441-00-340-013-5-113	PHEP - Reg F/T Employees	$ 447,066.00
Fringes		
4-1293-441-00-340-013-5-211	PHEP - Health Insurance	$ 58,077.00
4-1293-441-00-340-013-5-212	PHEP - Life Insurance	$ 366.00
4-1293-441-00-340-013-5-220	PHEP - FICA	$ 34,200.00
4-1293-441-00-340-013-5-230	PHEP - Retirement	$ 50,429.00
4-1293-441-00-340-013-5-250	PHEP - Unemployment	$ 2,548.00
4-1293-441-00-340-013-5-260	PHEP - Workmans Comp	$ 4,192.00
Travel		
4-1293-441-00-340-013-5-581	PHEP - Travel In-County	$ 806.00
4-1293-441-00-340-013-5-583	PHEP - Travel Out-of-County	$ 6,128.00
Supplies		
4-1293-441-00-340-013-5-601	PHEP - Office & Computer Supplies	$ 1,250.00
4-1293-441-00-340-013-5-604	PHEP - Medical & Laboratory Supplies	$ 500.00
Other		
4-1293-441-00-340-013-5-534	PHEP - Internet	$ 3,255.00
4-1293-441-00-340-013-5-584	PHEP - Registration	$ 1,650.00
4-1293-441-00-340-013-5-780	PHEP - Capital Leases	$ 4,940.00
4-1293-441-00-340-013-5-626	PHEP - Gasoline / Diesel	$ 686.00
4-1293-441-00-340-013-5-432	PHEP - Repair & Maintenance Services - Equip & Veh.	$ 500.00
4-1293-441-00-340-013-5-532	PHEP - Wireless Devices	$ 3,360.00
4-1293-441-00-340-013-5-320	PHEP - Professional	$ 3,968.00
	TOTAL APPROPRIATION	$ 623,921.00
4-1293-331-12-340-013-5-000	PHEP - Revenue	$ 567,198.00
4-1293-391-01-000-100-5-000	Transfer In - General Fund **(DO NOT POST)**	$ 56,723.00
4-1100-491-01-000-293-5-891	Transfers Out - Health Grants **(DO NOT POST)**	$ 56,723.00
	TOTAL APPROPRIATION	$ 623,921.00

REASON: To appropriate the PHEP FY 15 grant award.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S	DATE	ATTEST CO. CLERK

PUBLIC HEALTH EMERGENCY PREPAREDNESS (PHEP) FY 15
Grant Application
Salary Budget
09/01/2014 - 08/31/2015
For Budget Purposes Only

PHEP FY 15 (program 013)

						Hourly Rate				2014	2015			Fringes				Insurance			
Slot #	Employee #	Position Title	2014 Budgeted Salary	Actual Salary (PHEP Progam) (current)	PHEP Program Salary With 3% COLA	Hourly Rate (current)	Hourly Rate With 3%	# of Hours in 2014	# of Hours in 2015	Salary Amount from 09/14 - 12/14	Salary Amount from 01/15 - 08/15	Projected Salaries	Salary per month	FICA (7.65%	Retirement (11.28%)	Unemployment (.57%)	Workers Comp (.94%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
0001	115541	PUBLIC HEALTH PREP COORD	61,155.00	61,155.00	62,989.65	29.4014	30.2835	704	1,384	20,698.62	41,912.34	62,610.96	5,217.58	4,789.74	7,062.52	356.88	588.54	5,839.05	37.56	18,674.29	81,285.25
0005	161187	PUBLIC HEALTH PLANNER	44,794.00	44,794.00	46,137.82	21.5356	22.1816	704	1,384	15,161.05	30,699.40	45,860.44	3,821.70	3,508.32	5,173.06	261.40	431.09	5,839.05	37.56	15,250.48	61,110.93
0007	115924	LICENSED VOCATIONAL NURSE II	44,794.00	44,794.00	46,137.82	21.5356	22.1816	704	1,384	15,161.05	30,699.40	45,860.44	3,821.70	3,508.32	5,173.06	261.40	431.09	5,839.05	37.56	15,250.48	61,110.93
0008	187968	LVN II	44,794.00	44,794.00	46,137.82	21.5356	22.1816	704	1,384	15,161.05	30,699.40	45,860.44	3,821.70	3,508.32	5,173.06	261.40	431.09	5,839.05	37.56	15,250.48	61,110.93
0011	092398	HEALTH TECHNICIAN	31,404.00	31,404.00	32,346.12	15.0981	15.5510	704	1,384	10,629.05	21,522.61	32,151.66	2,679.30	2,459.60	3,626.71	183.26	302.23	5,839.05	37.56	12,448.41	44,600.07
0014	131504	ASSISTANT PUBLIC HEALTH PREP. COORD.	56,162.00	56,162.00	57,846.86	27.0010	27.8110	704	1,384	19,008.68	38,490.41	57,499.09	4,791.59	4,398.68	6,485.90	327.74	540.49	5,839.05	37.56	17,629.42	75,128.51
0015	021121	PUBLIC HEALTH SPECIALIST	35,391.00	35,391.00	36,452.73	17.0149	17.5254	704	1,384	11,978.49	24,255.09	36,233.58	3,019.46	2,771.87	4,087.15	206.53	340.60	5,839.05	37.56	13,282.75	49,516.33
0016	115991	STRTGC NAT STCKPL COORD PLNNR	41,280.00	41,280.00	42,518.40	19.8462	20.4415	704	1,384	13,971.69	28,291.09	42,262.78	3,521.90	3,233.10	4,767.24	240.90	397.27	5,839.05	37.56	14,515.12	56,777.90
0018	196738	PUBLIC HEALTH SPECIALIST	35,391.00	35,391.00	36,452.73	17.0149	17.5254	704	1,384	11,978.49	24,255.09	To be Vacated									
0019	193984	PUBLIC HEALTH SPECIALIST	35,391.00	35,391.00	36,452.73	17.0149	17.5254	704	1,384	11,978.49	24,255.09	36,233.58	3,019.46	2,771.87	4,087.15	206.53	340.60	5,839.05	37.56	13,282.75	49,516.33
			430,556.00	**430,556.00**	**443,472.68**							**404,572.97**	**33,714.41**	**30,949.83**	**45,635.83**	**2,306.07**	**3,802.99**	**52,551.45**	**338.04**	**135,584.20**	**540,157.17**

1 This schedule was prepared when the grant application was submitted to DSHS on (pending submittal)
2 A 3% cost of living increase is budgeted from 01/01/15 to 08/31/15. (pending CC approval)
3 2014 fringe benefit rates are used as this is the latest information available at this time.
4 Actual work hours in grant period used which total to 2,088 for FY 15.

5 County Salary Schedule ---------->

6 2014 Fringe Rates ---------->

7 2015 Fringe Rates ---------->

														Fringes				Insurance			
LOCAL MATCH SALAR						Monthly Average					% of Contribution to PHEP	Projected Salaries	Salary per month	FICA (7.65%	Retirement (11.28%)	Unemployment (.57%)	Workers Comp (.21%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
		Chief Administrative Officer				9,300.50					5%	5,580.30	9,300.50	426.89	629.46	55.80	11.72	291.95	1.88	1,417.70	6,998.00
		Director of Operations				5,778.50					4%	2,773.68	5,778.50	212.19	312.87	27.74	5.82	233.56	1.50	793.68	3,567.36
		Epidemiologist				4,843.92					50%	29,063.52	4,843.92	2,223.36	3,278.37	290.64	61.03	2,919.53	18.78	8,791.70	37,855.22
		Financial Specialist				4,235.33					2%	1,016.48	4,235.33	77.76	114.66	10.16	2.13	116.78	0.75	322.25	1,338.73
		Budget Manager				5,458.92					4%	2,620.28	5,458.92	200.45	295.57	26.20	5.50	233.56	1.50	762.79	3,383.07
		Public Health Technician				3,440.00					2%	825.60	3,440.00	63.16	93.13	8.26	1.73	116.78	0.75	283.81	1,109.41
		Executive Assistant IV				5,054.58					1%	606.55	5,054.58	46.40	68.42	6.07	1.27	58.39	0.38	180.93	787.47
										TOTAL		**42,486.41**		**3,250.21**	**4,792.47**	**424.86**	**89.22**	**3,970.55**	**25.54**	**12,552.86**	**55,039.27**

										Grant Total		**447,059.38**								**148,137.06**	**595,196.44**

Prepared by Mike Escaname
HCHHSD
05/07/14

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
AUG - 1 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH PHEP DIVISION (340-013) DATE: 8/1/2014

CURRENT POSITION TITLE: **PUBLIC HEALTH SPECIALIST** CURRENT SLOT# : 013-0018

REQUESTED POSITION TITLE: NEW SLOT #

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other DELETE

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

POSITION SALARY REQUEST:

	Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change
Salary Amount:	35,391.00	0.00	(35,391.00)
$		0.00	0.00

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other F-1293, Program 013 (Public Health Emergency Preparedness)

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

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

As a result of reductions in grant funding for FY 15 which starts on 09/01/14, this position can no longer be funded.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	08/01/14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐	YES	☒ NO
2.	Esther A. Cortez / epr HUMAN RESOURCES DIRECTOR	08.04.14 Date	PERSONNEL PROCEDURES COMPLETED	☑	YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	08/08/2014 Date	BUDGET PROCEDURES COMPLETED	☑	YES	☐ NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Department Of Budget And Management
2014 SALARY SCHEDULE

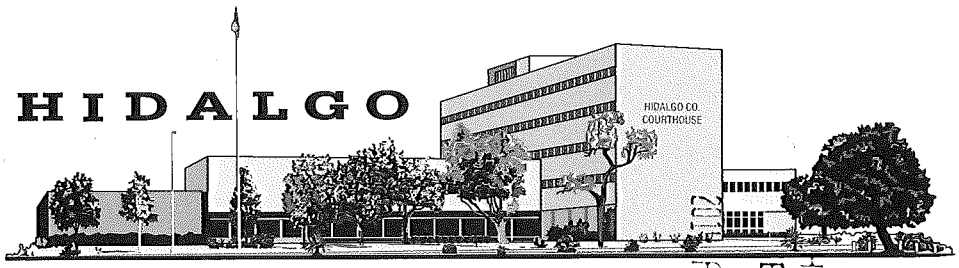
5

1293-441-00-340-013-4

PHEP GRANT

Slot #	Obj #	EMPLOYEE NAME	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 Allownaces					ACTUAL TOTAL COMP.
												Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	EVANGELINA RUBIO	PUBLIC HEALTH PREP COORD	$61,155.00	$0.00	$61,155.00	0	$0.00	$0.00	$61,155.00	$61,155.00	$0.00	$0.00	$0.00	$0.00	$0.00	$61,155.00
0005	113	RODNEY ELIZONDO	PUBLIC HEALTH PLANNER	$44,794.00	$0.00	$44,794.00	0	$0.00	$0.00	$44,794.00	$44,794.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,794.00
0007	113	LUCILA ELODIA VARGAS	LICENSED VOCATIONAL NURSE II	$44,794.00	$0.00	$44,794.00	0	$0.00	$0.00	$44,794.00	$44,794.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,794.00
0008	113	MARIBEL CASTILLO	LICENSED VOCATIONAL NURSE II	$44,794.00	$0.00	$44,794.00	0	$0.00	$0.00	$44,794.00	$44,794.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,794.00
0011	113	SILVIA MALDONADO	HEALTH TECHNICIAN	$31,404.00	$0.00	$31,404.00	0	$0.00	$0.00	$31,404.00	$31,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,404.00
0014	113	NANCY PEARL TREVIÑO	ASSISTANT PUBLIC HEALTH PREPAREDNESS	$56,162.00	$0.00	$56,162.00	0	$0.00	$0.00	$56,162.00	$56,162.00	$0.00	$0.00	$0.00	$0.00	$0.00	$56,162.00
0015	113	GRACIELA G. LOPEZ	PUBLIC HEALTH SPECIALIST	$35,391.00	$0.00	$35,391.00	0	$0.00	$0.00	$35,391.00	$35,391.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,391.00
0016	113	MAIRA Y. BARRERA	STRATEGIC NATIONAL STOCKPILE	$41,280.00	$0.00	$41,280.00	0	$0.00	$0.00	$41,280.00	$41,280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,280.00
0018	113		PUBLIC HEALTH SPECIALIST	$35,391.00	$0.00	$35,391.00	0	$0.00	$0.00	$35,391.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0019	113	JHULIO C. RIVERA	PUBLIC HEALTH SPECIALIST	$35,391.00	$0.00	$35,391.00	0	$0.00	$0.00	$35,391.00	$35,391.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,391.00
			Total:	$430,556.00	$0.00	$430,556.00		$0.00	$0.00	$430,556.00	$395,165.00	$0.00	$0.00	$0.00	$0.00	$0.00	$395,165.00

COUNTY of HIDALGO



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

EDINBURG, TEXAS 78539

HIDALGO COUNTY
BUDGET OFFICE
AUG 22 PM 2:09

August 22, 2014

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of State Health Services (TDSHS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$567,198.00	Award No. 2015-001134-00 CPS/HAZARDS Public Health Emergency Preparedness (PHEP)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/21/14
Date

AI-45990 **Health & Human Services Dept. 11. F.**

CC - REGULAR

Meeting Date: 08/25/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Infectious Disease Control (1293):
1. Requesting approval to accept the Infectious Disease Control Unit grant contract #2015-046497-001 in the amount of $73,433.00 for the period of 09/01/2014 to 08/31/2015.
2. Requesting approval for County Judge to sign the Infectious Disease Control Unit FY 15 grant contract.
3. Requesting approval for County Judge to sign the Fiscal Federal Accountability and Transparency Act Certification statement.
4. Approval of the Certification of Revenue in the amount of $73,433.00.
5. Approval of the budget appropriation in the amount of $73,433.00.
6. Approval of the salary schedule.

BACKGROUND

02/11/14 - AI-42954 - Approval to submit grant application for Infectious Disease Control Unit funds.

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** 4-1293-441-00-340-060-5-XXX

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

BUDGETARY IMPACT:

Grant Fiscal Year 2015.
County Calendar/ Fiscal Year 2014.
Account Fiscal Year 5.

4-1293-334-10-340-060-5-000 Infectious Disease Control - Grant Revenue

No local match required.

Attachments

Grant Contract
Salary Fringes Budget
Budget Appropriation
SALARY SCHEDULE
cor

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/14/2014 02:13 PM

Rosalinda Cantu	Rosie Cantu	08/21/2014 02:08 PM
Manuel Chapa	Manuel Chapa	08/21/2014 02:49 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Mike Escaname Started On: 08/13/2014 02:04 PM

Final Approval Date: 08/21/2014

From: "eddie.olivarez" <eddie.olivarez@hchd.org>
To: "Mike Escaname (mike.escaname@hchd.org)" <mike.escaname@hchd.org>
Subject: Fwd: FW: 2015-046497 HIDALGO COUNTY IDCU FDBN INV CONTRACT
Date: 8/13/2014 10:43:08 AM

Eduardo Olivarez
Chief Administrative Officer
Hidalgo County Health & Human Services
1304 South 25th Ave.
Edinburg, Texas 78542

956-383-8858 Office
eddie.olivarez@hchd.org
Twitter.com/hidalgohealth

---- Original Message ----
From: "Lazare-Payne,Rosalyn (HHSC)" <Rosalyn.Lazare-Payne@hhsc.state.tx.us>
Sent: 8/13/2014 10:29:22 AM
To: "Ramon.garcia@co.hidalgo.tx.us" <Ramon.garcia@co.hidalgo.tx.us>, "'Eddie.olivarez@hchd.org'" <Eddie.olivarez@hchd.org>
Cc: "Clark,Sandy (DSHS)" <Sandy.Clark@dshs.state.tx.us>
Subject: FW: 2015-046497 HIDALGO COUNTY IDCU FDBN INV CONTRACT

Hello Contractor,

Enclosed is your Department of State Health Services (DSHS) contract. Please sign and return both sets of the contract to this unit as soon as possible. Also included, is the Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification form that needs to be completed each fiscal year. Additional information regarding this federal requirement is available on the DSHS website at **http://www.dshs.state.tx.us/grants/**.

Changes made to any portion of the contract documents are considered a counter-offer and are not valid without DSHS written concurrence.

DSHS will not pay for reimbursements submitted/postmarked more than 60 days after the end of the contract term. Additional information regarding this policy is available on the DSHS website at http://www.dshs.state.tx.us.

PLEASE NOTE: Return both copies of the contract in their entirety to the address below. Contracts returned to any other address may result in contract delays.

Mailing Address for Regular Mail:	**Physical Address for Overnight Mail:**
Health and Human Services Commission	Health and Human Services Commission
Attention: Rosalyn Lazare-Payne	Attention: Rosalyn Lazare-Payne
Procurement and Contracting Services	Procurement and Contracting Services
MC 2020	MC 2020
Attention: Rosalyn Lazare-Payne	909 West 45th Street
909 West 45th Street	Austin, TX 78756
Austin, TX 78756	

Please reference the DSHS contract and attachment number in all future correspondence. If you have questions, please contact CSCU Coordinator Rosalyn Lazare-Payne at 512-206-4784 or via email at (Rosalyn.Lazare-Payne@hhsc.state.tx.us).

If you do not have changes, you can email or fax the core contract and any supporting documentation that also requires a signature for quick execution. It is still required to mail the hard copies with original signature. Ensure that the contractor name and DSHS contract attachment number identifies the faxed page(s).

Please contact me or your contract manager if you have any questions.

Thank You,

Rosalyn Lazare-Payne

Contract Specialist

Procurement and Contracting Services

Health and Human Services Commission

PCS Customer Service: CST_HHSC@HHSC.state.tx.us

Office - 512.206.4784

Rosalyn.lazare-payne@hhsc.state.tx.us

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2015-046497 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $73,433.00, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 09/01/2014 and ends on 08/31/2015. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

a. Core Contract (this document)
b. Program Attachments:

2015-046497-001 Infectious Disease Control Unit/Foodborne Associated Infections Interviews

c. General Provisions (Sub-recipient), N/A
d. Solicitation Document(s), N/A
e. Contractor's response(s) to the Solicitation Document(s), N/A
f. Exhibits, N/A

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HIDALGO COUNTY
Address: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281
EDINBURG, TX 78539-6243
Vendor Identification Number: 17460007176060

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES	HIDALGO COUNTY
By:_____ Signature of Authorized Official	By:_____ Signature
_____ Date	_____ Date
Janna Zumbrun, M.S.S.W.	_____ Printed Name and Title
Assistant Commissioner for Disease Control and Prevention Services	_____ Address
1100 WEST 49TH STREET AUSTIN, TEXAS 78756	_____ City, State, Zip
512.776.7111	_____ Telephone Number
Janna.Zumbrun@dshs.state.tx.us	_____ E-mail Address for Official Correspondence

CONTRACT NO.2015-046497
PROGRAM ATTACHMENT NO.001
PURCHASE ORDER NO.0000406954

CONTRACTOR: HIDALGO COUNTY

DSHS PROGRAM ID LONG NAME/DESCRIPTION: Infectious Disease Control Unit/Foodborne Associated Infections Interviews:

TERM: 09/01/2014 THRU 08/31/2015

SECTION I. STATEMENT OF WORK:

Contractor shall conduct surveillance for all foodborne and waterborne illnesses as required in Texas Administrative Code RULE §97.3 and conduct telephone interviews of patients with foodborne and waterborne illness who are determined by the Emerging and Acute Infectious Disease Branch (EAID) of the Department of State Health Services (DSHS) to be part of a cluster or outbreak to ascertain possible risk factors. Contractor may also perform surveillance and epidemiology activities during other major outbreaks and/or disasters.

Contractor shall, as directed by DSHS:

1. Retain an Epidemiologist that has qualifications in public health infection surveillance to perform and track the following deliverables;

2. Locate, track, and contact case-patients assigned by DSHS using appropriate locating resources;

3. Complete the thirty to sixty (30-60) minute "TXDSHS/CDC Hypothesis Generating Questionnaire for Gastrointestinal Illnesses," interview in English (or Spanish, when necessary) or other appropriate/focused questionnaire with case-patients identified by DSHS as part of a cluster. Interviews may be conducted by telephone or in-person;

4. Attempt to administer one-hundred percent (100%) of EAID-requested questionnaires for which contact information is complete as soon as possible but no later than two (2) business days after receipt of request to administer questionnaire. Attempted interviews include at least one (1) attempt to contact case-patients after hours if unable to contact case-patient after three (3) attempts during normal business hours;

5. Complete at least seventy-five percent (75%) of interviews within five (5) business days after assignment by DSHS. Completed interviews include those in which the case-patient

is contacted, but refuses some or the entire interview. Interviews for which no contact is made with case-patient do not constitute a completed interview;

6. Enter all foodborne and waterborne illness cases correctly and completely in the National Electronic Disease Surveillance System (NEDSS) within five (5) business days of completion of investigation of each case interview;

7. Send laboratory specimens of at least ninety percent (90%) of cases of *E. coli, Listeria, Vibrio*, and *Salmonella* from hospitals and clinics within the jurisdiction to the Laboratory Services Section, Texas Department of State Health Services, Austin, Texas or to another specified contract laboratory for confirmatory and/or molecular testing;

8. Submit completed interviews to DSHS electronically to FoodborneTexas@dshs.state.tx.us or to fax number (512) 776-7616 no later than twenty-four (24) hours after completion of interview;

9. Assure and monitor the confidential treatment and transfer of confidential data provided by DSHS and confidential data provided to DSHS; and

10. Monitor foodborne illness kits to assure that materials have not expired, and transfer kit materials as needed/requested to other jurisdictions to optimize utilization.

DSHS shall:

1. Supply Contractor, in a timely manner, with a list of case-patients to be interviewed;

2. Send all such written instructions to Contractor by appropriate means, depending upon whether the information being transferred is confidential or non-confidential;

3. Schedule conference calls as needed with Contractor to discuss progress toward accomplishing activities requirements of this contract (including the final, approved work plan, which is hereby incorporated by reference into this contract) and to evaluate project operations; and

4. Supply Contractor with a foodborne illness kit, i.e., materials needed for specimen collection and shipping.

Contractor shall comply with all applicable federal and state laws, rules, regulations, standards, and guidelines in effect on the beginning date of this Program Attachment; and with any letters or memos with rules, policies or other written instructions provided to Contractor resulting from changes to State requirements applicable to funding sources.

Within thirty (30) days of receipt of an amended standard(s) or guidelines(s), Contractor shall inform DSHS, in writing, if it will not continue performance under this Program Attachment in compliance with the amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within reasonable period-of-time as determined by DSHS.

Contractor shall not supplant (i.e., use funds from this Contract to replace or substitute existing funding from other sources that also support activities that are the subject of this Contract) but rather shall use funds from this Contract to supplement existing state or local funds currently available for a particular activity. Contractor shall make a good faith effort to maintain its current level of support. Contractor may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below what is projected in Contractor's total Program Attachment amount, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

SECTION II. PERFORMANCE MEASURES

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the other terms of the contract.

Contractor shall:

1. Provide surge capacity to surrounding jurisdictions in the event of a major statewide outbreak or disaster;

2. Participate in monthly conference calls with the EAID to provide updates, progress reports, and other necessary communications;

3. Participate in outbreak/cluster-related conference calls and responses relevant to the jurisdiction hosted by the Centers for Disease Control and Prevention (CDC) or DSHS;

4. Assure and monitor that at least ninety percent (90%) of reported positive cases of *E. coli, Listeria, Vibrio,* and *Salmonella* from hospitals and clinics within the jurisdiction have laboratory specimens submitted to the DSHS Laboratory Services Section, in Austin, Texas or to another specified contract laboratory for confirmatory and/or molecular testing;

5. Complete interviews within five (5) business days with a goal of at least seventy-five (75%) percent completion rate. Completed interviews include those in which the case-patient is contacted but refuses some or the entire interview. Interviews for which no contact is made with case-patient do not constitute a completed interview;

6. Submit completed interviews to DSHS electronically to FoodborneTexas@dshs.state.tx.us or to fax number (512) 776-7616 no later than twenty-four (24) hours after completion of interview;

7. If not already a certified NEDSS user, submit a signed and dated copy of the NEDSS Confidentiality and Data Use Oath to DSHS for all individuals permitted to access NEDSS data, and attend DSHS training and complete certification by October 1, 2014;

8. Enter all foodborne and waterborne illness cases correctly and completely in the NEDSS within five (5) business days of completion of investigation of each case interview;

9. Submit a monthly list of all reported clusters, outbreaks, and information on investigation findings on the tracking sheet provided by DSHS. Reports are due on the 15th calendar day of each month beginning October 15, 2014. Each report must cover activities that occurred during the preceding month. Report due dates that fall on a weekend or holiday will be due the first business day after the 15th of the month. Submit the list via electronic mail at FoodborneTexas@dshs.state.tx.us. All reports should be titled with the Contract Number, DSHS Program name, and the month of the report;

10. Assure and monitor the confidential treatment and transfer of confidential data provided by DSHS and confidential data provided to DSHS; and

11. Assure and monitor the foodborne illness kits to assure that materials have not expired, and transfer kit materials as needed/requested to other jurisdictions to optimize utilization.

SECTION III. SOLICITATION DOCUMENT:

Exempt – Governmental Entity

SECTION IV. RENEWALS:

None

SECTION V. PAYMENT METHOD:

Cost Reimbursement
Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List.

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC1940
Texas Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 776-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. BUDGET:

SOURCE OF FUNDS: STATE

DUNS NUMBERS: 103110834

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **ARTICLE XV, GENERAL TERMS, Section 15.15 Amendment**, is amended to include the following:

> Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least ninety (90) days prior to the end of the term of this Program Attachment.

2015-046497-001

Categorical Budget:

PERSONNEL	$51,192.00
FRINGE BENEFITS	$16,735.00
TRAVEL	$5,146.00
EQUIPMENT	$0.00
SUPPLIES	$360.00
CONTRACTUAL	$0.00
OTHER	$0.00
TOTAL DIRECT CHARGES	$73,433.00
INDIRECT CHARGES	$0.00
TOTAL	$73,433.00
DSHS SHARE	$73,433.00
CONTRACTOR SHARE	$0.00
OTHER MATCH	$0.00

Total reimbursements will not exceed $73,433.00

Financial status reports are due: 12/31/2014, 03/31/2015, 06/30/2015, 10/15/2015

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION For Fiscal Year (FY15)

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.***

Legal Name of Contractor:	**FFATA Contact # 1 Name, Email and Phone Number:**
Hidalgo County	Ramon Garcia ramon.garcia@co.hidalgo.tx.us (956) 318-2600
Primary Address of Contractor:	**FFATA Contact #2 Name, Email and Phone Number:**
302 W. University Dr. Edinburg, TX 78539	Ray Eufracio ray.eufracio@co.hidalgo.tx.us (956) 318-2511
ZIP Code: 9-digits Required www.usps.com 7 8 5 3 0 - 6 3 6 2	**DUNS Number: 9-digits Required www.ccr.gov** 1 0 3 1 1 0 8 3 4
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits 1 7 4 6 0 0 0 7 1 7 6 0 6 0	

Printed Name of Authorized Representative	**Signature of Authorized Representative**
Ramon Garcia	
Title of Authorized Representative	**Date**
Hidalgo County Judge	08/26/14

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION For Fiscal Year (FY15)

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year? ☐ Yes ☒ No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.
If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☐ Yes ☒ No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☒ Yes ☐ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

For example:

John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000; Sally Tom:300000

Provide compensation information here:

INFECTIOUS DISEASE CONTROL FY 15
Grant Application
Salary Budget
09/01/2014 - 08/31/2015
For Budget Purposes Only

INFECTIOUS DISEASE CONTROL FY 15 (program 060)

						Hourly Rate				2014	2015			Fringes				Insurance			
Slot #	Employee #	Employee Name	Position Title	2014 Payroll Salary	2015 Budgetd Salary With 3% COLA	Hourly Rate (current)	Hourly Rate With 3%	# of Hours in 2014	# of Hours in 2015	Salary Amount from 09/01/14 - 12/31/14	Salary Amount from 01/01/15 - 08/31/15	Fiscal Year Salary Amount 09/01/14 - 08/31/15	Monlty Salary	FICA (7.65%	Retirement (11.28%)	Unemployment (.57%)	Workers Comp (.94%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
			Epidemiologist II	50,000.00	51,500.00	24.0385	24.7596	704	1,384	16,923.08	34,267.31	51,190.38	4,265.87	3,916.06	5,774.28	291.79	481.19	5,819.60	450.72	16,733.63	67,924.02
				50,000.00	**51,500.00**					**16,923.08**	**34,267.31**	**51,190.38**	**4,265.87**	**3,916.06**	**5,774.28**	**291.79**	**481.19**	**5,819.60**	**450.72**	**16,733.63**	**67,924.02**

Notes:

1 This schedule was prepared when the grant application was submitted to DSHS on 06/02/14.
2 A 3% cost of living increase is budgeted from 01/01/15 to 08/31/15. (pending CC approval)
3 2015 fringe benefit rates are used as this is the latest information available at this time.
4 Actual work hours in grant period used which total to 2,088 for FY 15.
5 Health Insurance premium is $469 from 09/01/14 through 12/31/14 = 1,876.00
6 Health Insurance premium is $492.95 from 01/01/15 through 08/31/15 = 3,943.60
5,819.60

5 County Salary Schedule ---------->

6 2015 Fringe Rates ---------->

Prepared by Mike Escaname
HCHHSD
05/31/14

DATE: September 1, 2014

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 4-1293-441-00-340-060-5-XXX Infectious Disease Control

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
PERSONNEL		
4-1293-441-00-340-060-5-113	Infectious Disease Control - Reg. F/T Employees	$ 51,192.00
FRINGES		
4-1293-441-00-340-060-5-211	Infectious Disease Control - Health Insurance	$ 5,820.00
4-1293-441-00-340-060-5-212	Infectious Disease Control - Life Insurance	$ 451.00
4-1293-441-00-340-060-5-220	Infectious Disease Control - FICA	$ 3,917.00
4-1293-441-00-340-060-5-230	Infectious Disease Control - Retirement	$ 5,775.00
4-1293-441-00-340-060-5-250	Infectious Disease Control - Unemployment Comp	$ 292.00
4-1293-441-00-340-060-5-260	Infectious Disease Control - Workers Comp	$ 480.00
TRAVEL		
4-1293-441-00-340-060-5-581	Infectious Disease Control - Travel In-County	$ 4,368.00
4-1293-441-00-340-060-5-583	Infectious Disease Control - Travel Out-of-County	$ 778.00
SUPPLIES		
4-1293-441-00-340-060-5-601	Infectious Disease Control - Office & Comp Supplie	$ 360.00
	TOTAL APPROPRIATION	$ 73,433.00
4-1293-334-10-340-060-5-000	Infectious Disease Control - Grant Revenue	$ 73,433.00
	TOTAL APPROPRIATION	$ 73,433.00

REASON: To appropriate the Infectious Disease Control FY 15 program funding.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S C DATE ATTEST CO. CLERK

HIDALGO COUNTY
Department Of Budget And Management
2014 SALARY SCHEDULE

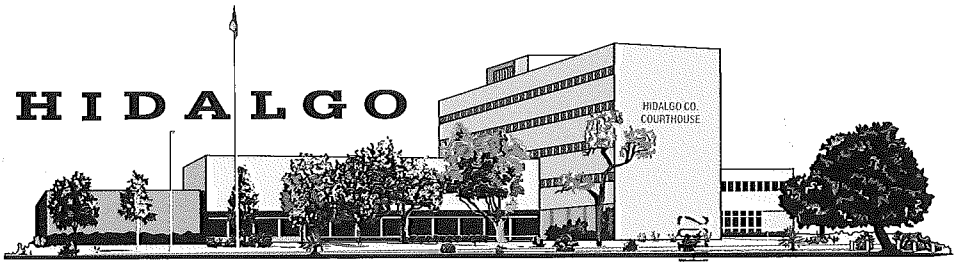
5

1293-441-00-340-060-4

INFECTIOUS DISEASE

Slot #	Obj #	EMPLOYEE NAME	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 Allownaces					ACTUAL TOTAL COMP.
												Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	
G001	113	SAKSHI PURI	EPIDEMIOLOGIST II	$0.00	$50,000.00	$50,000.00	0	$0.00	$0.00	$50,000.00	$50,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50,000.00
			Total:	$0.00	$50,000.00	$50,000.00		$0.00	$0.00	$50,000.00	$50,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50,000.00

COUNTY of HIDALGO



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

EDINBURG, TEXAS 78539

2014 AUG 22 PM 2:19
HIDALGO COUNTY
BUDGET OFFICE

August 22, 2014

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of State Health Services. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$ 73,433.00	Award No. 2015-046497-001 Infectious Disease Control Unit/Foodborne Associated Infections Interviews

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/21/14
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-45745 **Health & Human Services Dept. 11. G.**

CC - REGULAR

Meeting Date: 08/25/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval of the Amendment to the Interlocal Cooperation Agreement with La Joya Independent School District. The Amendment will change the food handler classes fee from $10.00 per employee per year to $20.00 per employee for every two years.

BACKGROUND

08/16/11 - AI-28014 - Approval of Interlocal Agreement with La Joya ISD.
02/25/14 - AI-43174 - Approval of the Rules for Regulation of Food Establishments in the Unincorporated Areas of Hidalgo

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-345-23-340-001-0-000

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

BUDGETARY IMPACT:

This amendment will change the fee from $10.00 per employee for each year to $20.00 per employee for every two years.

Total Amount of **Revenues** will depend on the number of students in each class.

The classes are being instructed by the HCHHSD Health Inspectors.

Attachments

legal
amendment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/30/2014 02:03 PM
Manuel Chapa	Manuel Chapa	08/08/2014 09:59 AM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Mike Escaname Started On: 07/30/2014 12:40 PM

Final Approval Date: 08/21/2014

From: "Michael Garza" <michael.garza@da.co.hidalgo.tx.us>
To: '"Mike Escaname"' <miguel.escaname@hchd.org>
Cc: josephine.ramirez@da.co.hidalgo.tx.us
Subject: RE: Request for Review - La Joya ISD Amendment / Food Handler Fee Change
Date: 8/8/2014 2:38:32 PM

Mike,

The attached amendment is approved as to form. I changed the spacing at the bottom. Please let me know if you have any questions or concerns.

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

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

From: Mike Escaname [mailto:miguel.escaname@hchd.org]
Sent: Wednesday, July 30, 2014 2:18 PM
To: michael.garza@da.co.hidalgo.tx.us
Cc: josephine.ramirez@da.co.hidalgo.tx.us
Subject: Request for Review - La Joya ISD Amendment / Food Handler Fee Change

Hello Michael:

Attached is the Amendment to the Interlocal with La Joya ISD that we plan to present to Commissioner's Court for approval. I've also attached the original Interlocal Agreement approved on 08/16/11 for reference.

We'd appreciate if you can review and advise on whether you approve as to form.

Thanks,

STATE OF TEXAS §

COUNTY OF HIDALGO §

AMENDMENT TO THE
INTERLOCAL COOPERATION AGREEMENT
BETWEEN LA JOYA INDEPENDENT SCHOOL DISTRICT
AND THE COUNTY OF HIDALGO, TEXAS

THIS AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN THE LA JOYA INDEPENDENT SCHOOL DISTRICT AND THE COUNTY OF HIDALGO, TEXAS ("Amendment"), dated August 25, 2014, is made between the La Joya Independent School District, hereinafter referred to as "District," and the County of Hidalgo, Texas, hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act as follows:

WHEREAS, on or about August 16, 2011, County entered into an Interlocal Cooperation Agreement (Interlocal) with District to provide food handler classes and renewals thereof for a fee;

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

1. This amendment will change the fee from $10.00 per employee for each year to $20.00 per employee for every two years.

2. Except as modified herein, all terms and conditions of the Interlocal, as amended, remain in full force and effect and District and County ratify and confirm the terms and provisions of the Interlocal as amended.

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

LA JOYA INDEPENDENT SCHOOL DISTRICT **COUNTY OF HIDALGO**
TEXAS

_____ _____ _____ _____
Superintendent Date Hidalgo County Judge Date

_____ _____ _____ _____
Director Date Hidalgo County Clerk Date

Approved as to form:
Office of Criminal District Attorney, Hidalgo County

By: _____
Michael L. Garza
Assistant District Attorney

AI-45849 **Health & Human Services Dept. 11. H.**

CC - REGULAR

Meeting Date: 08/25/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Immunization Branch (1293):
IMM/LOCALS Immunization Branch-Locals grant:
1. Requesting approval to accept the IMM/LOCALS Immunization Branch-Locals grant contract #2015-000022-00 in the amount of $649,320.00 for the period of 09/01/2014 to 08/31/2015.
2. Requesting approval for County Judge to e-sign the IMM/Locals grant contract.
3. Requesting approval for County Judge to e-sign the Certification Regarding Lobbying statement.
4. Requesting approval for County Judge to e-sign the Fiscal Federal Funding Accountability and Transparency Act Certification statement.
5. Requesting approval of the Certification of Revenue in the amount of $649,320.00.
6. Requesting approval of the budget appropriation in the amount of $649,320.00.
7. Requesting approval of the salary schedule.

Immunization Program Income:
1. Requesting approval of the Certification of Revenue in the amount of $110,113.00 for the Immunization program income.
2. Requesting approval of the budget appropriation in the amount of $110,113.00.

BACKGROUND

05/20/14 - AI-44479 - Approval to submit renewal grant application for FY 15 funds.

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** 4-1293-441-00-340-012-5-XXX

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

BUDGETARY IMPACT:

Grant Fiscal Year 2015.
County Calendar/ Fiscal Year 2014.
Account Fiscal Year 5.

4-1293-331-12-340-012-5-000 Immunization Branch - Revenue
4-1293-345-40-340-012-5-000 Immunization Branch - Program Income Revenue

No local match required.

Attachments

Grant Contract
Budget Appropriation

Salary Fringes Budget

SALARY SCHEDULE

cor2

cor1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/05/2014 11:55 AM
Rosalinda Cantu	Rosie Cantu	08/21/2014 11:43 AM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Mike Escaname Started On: 08/05/2014 11:38 AM

Final Approval Date: 08/21/2014

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2015-000022-00

This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Hidalgo County (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is $649,320.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 09/01/2014 and ends on 08/31/2015. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. Program Name: IMM/LOCALS Immunization Branch-Locals

7. Statement of Work:

Contractor shall implement and operate an immunization program for children, adolescents, and adults, with special emphasis on accelerating interventions to improve the immunization coverage of children two (2) years of age or younger (0 to 35 months of age). Contractor shall incorporate traditional and non-traditional systematic approaches designed to eliminate barriers, expand immunization capacity, and establish uniform operating policies, as described herein.

Contractor shall perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

Contractor shall be enrolled as a provider in the Texas Vaccines for Children (TVFC) program, which includes a signed Deputization Addendum to TVFC Provider Enrollment Form (E6-102), by the effective date of this Program Attachment, and must adhere to the TVFC Operations Manual and associated TVFC policy guidelines provided by DSHS (located at http://www.dshs.state.tx.us/immunize/tvfc/tvfc_manual.shtm).

Contractor shall comply with written policies and procedures provided by DSHS in managing vaccines supplied through the TVFC program, including guidelines for proper storage and handling of vaccines and for safeguarding vaccine in the event of natural disaster. Contractor shall comply with all requirements laid out in the final, approved Work Plan (Exhibit A).

• Contractor will use the current vaccine management system as described in the TVFC Operations Manual.
• Contractor shall notify providers of changes to vaccine storage and handling, vaccine management reporting, and present updates and training to providers, as requested by DSHS.
• Contractor shall plan and implement community-based activities and collaborations to accomplish the required tasks as specified in the final, approved Work Plan (Exhibit A).

Contractor shall report all reportable conditions as specified in 25 Texas Administrative Code (TAC) Part I §§97.1-97.6 and §§97.101-97.102, and as otherwise required by law.

Contractor shall report all vaccine adverse event occurrences in accordance with the 1986 National Childhood Vaccine Injury Act (NCVIA) 42 U.S.C. § 300aa-25 (located at http://vaers.hhs.gov/ or 1-800-822-7967).

Contractor shall inform and educate the public about vaccines, and vaccine-preventable diseases, as described in the DSHS Immunization Contractors Guide for Local Health Departments (located at http://www.dshs.state.tx.us/immunize/docs/contractor/E11-13985_FY2015_ContractorsGuide.pdf).

Contractor shall conduct outreach and collaborative activities with American Indian tribes located within the boundaries of the contractor’s jurisdiction.

Contractor shall work to promote a health care workforce within the Local Health Department’s service area (including Contractor’s staff) that is knowledgeable about vaccines, vaccine safety, vaccine-preventable diseases, and delivery of immunization services.

Contractor shall not deny vaccinations to recipients because they do not reside within Contractor's jurisdiction or because of an inability to pay an administration fee.

Contractor shall comply with all applicable federal and state regulations and statutes, including but not limited to:

• Human Resources Code §42.043, VTCA;
• Education Code §§38.001-38.002, VTCA;
• Health and Safety Code §§12.032, 81.023 and 161.001-161.009, VTCA;
• 25 TAC Chapter 97;
• 25 TAC, Chapter 96;
• 25 TAC, Chapter 100;
• 42 USC §§247b and 300 aa-25;
• Omnibus Budget Reconciliation Act of 1993, 26 USC §4980B; and
• Senate Bill 346.

Contractor shall comply with current applicable state and federal standards, policies and guidelines, including but not limited to DSHS's Standards for Public Health Clinic Services, revised August 31, 2004 (located at http://www.dshs.state.tx.us/qmb/default.shtm#public).

Contractor shall be responsible for conducting outreach regarding vaccinations for children (19 through 35 months of age in the Contractor's jurisdiction) included on the list distributed to Contractor by DSHS. Lists are distributed at the start of each quarterly reporting period (September 01, 2014, December 01, 2014, March 01, 2015, and June 01, 2015.).

Contractor must receive written approval from DSHS before varying from applicable policies, procedures, protocols, and/or work plans, and must update and disseminate its implementation documentation to its staff involved in activities under this contract within forty-eight (48) hours of making approved changes.

Contractor shall review monthly grant funding expenditures and salary savings from any grant-paid staff vacancies and revise spending plan to ensure that all funds will be properly expended under this contract before the end of the contract term on August 31, 2015.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a monthly basis. If expenditures are below what is projected in Contractor's total Program Attachment amount, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

SECTION II: PERFORMANCE MEASURES:

The following performance measure(s) will be used, in part, to assess Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the terms of the Contract.

Contractor shall:

• Investigate and document, in accordance with DSHS Texas Vaccine-Preventable Disease Surveillance Guidelines (located at http://www.dshs.state.tx.us/idcu/investigation/conditions/) and NBS Data Entry Guidelines, at least 90% of suspected reportable vaccine-preventable disease cases within thirty (30) days of notification.

• Complete 100% of the follow-up activities, designated by DSHS, for TVFC provider quality assurance

site visits assigned by DSHS.

• Ship overstocked vaccines and vaccines approaching expiration to alternate providers for immediate use when instructed to do so by the DSHS Health Service Region (HSR) Immunization Program Manager to avoid vaccine waste.

• Contact and provide case management to 100% of the number of hepatitis B surface antigen-positive pregnant women identified.

• Contact 3% or 250 children per FTE (whichever is more) who are not up-to-date on their immunizations according to the ImmTrac-generated client list provided to the contractor by DSHS at the beginning of each reporting period.

• Perform outreach and education activities targeting adolescents 14 to 18 years of age and their parents via health-care providers, health-care clinics, hospitals, and any other health-care facility providing health care to adolescents 14 to 18 years of age to satisfy Texas Health and Safety Code Chapter 161, Subsection A, Section 161.0095 requirements. Additional outreach and educational activities may focus on high schools, colleges, and universities.

• Participate in at least one collaborative meeting concerning tribal health issues, concerns, or needs with American Indian tribal members during the contract term if American Indian tribes are in their jurisdiction.

• Report outreach done, and collaborative efforts made, with the American Indian tribes in the contractor's jurisdiction.

• Review 100% of monthly biological reports, vaccine orders (when applicable), and temperature logs for accuracy to ensure the vaccine supply is appropriately maintained and within established maximum stock levels.

• Complete 100% of child-care facility and Head Start center assessments, in accordance with the Immunization Population Assessment Manual, as assigned by DSHS.

• Complete 100% of public and private school assessments, retrospective surveys, and validation surveys, in accordance with the Immunization Population Assessment Manual, as assigned by DSHS.

• Report number of doses administered to underinsured children monthly, as directed by DSHS.

• Report the number of unduplicated underinsured clients served, as directed by DSHS.

Contractor shall utilize the AFIX (Assessment, Feedback, Incentives, and eXchange) on line tool and methodology, found in the Immunization Quality Assurance Tool Resource Manual, (located at http://www.dshs.state.tx.us/immunize/docs/QA_site_visit.pdf) to assess immunization practices and coverage rates for all sub-contracted entities and non-local health department Women, Infant and Children (WIC) clinics. Immunization provider coverage rates will be generated using the Comprehensive Clinic Assessment Software Application (CoCasa), as specified by DSHS.

Contractor shall utilize the Center for Disease Control and Prevention (CDC) Provider education, Assessment, and Reporting (PEAR) system to document TVFC quality assurance site-visits for all sub-contracted entities and non-local health department Women, Infant and Children (WIC) clinics. . Contractor shall submit the final assessment results in the PEAR system within 10 days of conducting the

visit.

Contractor shall utilize the CDC PEAR system to document TVFC unannounced storage and handling visits conducted at TVFC provider offices. Contractor shall submit the final unannounced storage and handling visit results in the PEAR system within 10 days of conducting the visit.

Contractor is required to complete and submit Immunization Inter-Local Agreement Quarterly Report form, utilizing the format provided by the DSHS Program and available at http://www.dshs.state.tx.us/immunize/providers.shtm, by the report due date.

Report Type	Reporting Period	Report Due Date
Programmatic	09/1/2014 to 11/30/2014	12/31/2014
Programmatic	12/1/2014 to 02/28/2015	03/31/2015
Programmatic	03/1/2015 to 05/31/2015	06/30/2015
Programmatic	06/1/2015 to 08/31/2015	09/30/2015

Contractors LHD ILA Quarterly Reports should be submitted electronically to dshsimmunizationcontracts@dshs.state.tx.us according to the time frames stated above.

SECTION III: SOLICITATION DOCUMENT:

Governmental Entity

SECTION IV: RENEWALS:

There are no renewals.

SECTION V: PAYMENT METHOD:

Cost Reimbursement
Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List.

SECTION V: BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. The Form B-13 can be found at the following link http://www.dshs.state.tx.us/grants/forms/b13form.doc. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Department of State Health Services
Claims Processing Unit MC 1940
1100 West 49th Street
P. O. Box 149347
Austin, Texas 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

8. Service Area

Hidalgo County

This section intentionally left blank.

10. Procurement method:

Non-Competitive	Interagency/Interlocal
GST-2012-Solicitation-00022	DCPS "GOLIVE" IMMUNIZATION LOCALS PROPOSAL

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 08/31/2015

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.268, 93.268, 93.268, 93.268, 93.268, 93.268, State

14. DUNS Number:

103110834

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
LHD ILA Quarterly R	Quarterly	09/01/2014	11/30/2014	12/31/2014
LHD ILA Quarterly R	Quarterly	12/01/2014	02/28/2015	03/31/2015
LHD ILA Quarterly R	Quarterly	03/01/2015	05/31/2015	06/30/2015
LHD ILA Quarterly R	Quarterly	06/01/2015	08/31/2015	09/30/2015
Financial Status Rep	Quarterly	09/01/2014	11/30/2014	12/31/2014
Financial Status Rep	Quarterly	12/01/2014	02/28/2015	03/31/2015
Financial Status Rep	Quarterly	03/01/2015	05/31/2015	06/30/2015
Financial Status Rep	Quarterly	06/01/2015	08/31/2015	10/15/2015

Submission Instructions:

LHD ILA Quarterly Reports shall be sent to dshsimmunizationcontracts@dshs.state.tx.us.

Financial Status Reports shall be sent to invoices@dshs.state.tx.us.

16. Special Provisions

General Provisions, ARTICLE III SERVICES, Section 3.02 Disaster Services, is revised to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts, as pre-approved in writing by DSHS. DSHS shall reimburse Contractor up to 5% of this Program Attachment funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

General Provision, ARTICLE IV. FUNDING, Section 4.03 Use of Funds, is revised to include:

• Funds shall not be used for purchase of vaccines, inpatient care, construction of facilities, or debt retirement.

For immunization activities performed under this Program Attachment, General Provisions, ARTICLE XIV. General Business Operations of Contractor, Section 14.06 Overtime Compensation, is replaced with the following paragraphs:

• Contractor is authorized to pay employees who are not exempt under the Fair Labor Standards Act (FLSA), 29 USC, Chapter 8, §201 et seq., for overtime or compensatory time at the rate of time and one-half per FLSA.

• Contractor is authorized to pay employees who are exempt under FLSA on a straight time basis for work performed on a holiday or for regular compensatory time hours when the taking of regular compensatory time off would be disruptive to normal business operations.

• Authorization for payment under this provision is limited to work directly related to immunization activities and shall be in accordance with the amount budgeted in this contract Attachment. Contractor shall document proper authorization or approval for any work performed by exempt or non-exempt employees in excess of forty (40) hours per work week.

• All revenues directly generated by this Program Attachment or earned as a result of this Program Attachment during the term of this Program Attachment are considered program income; including income generated through Medicaid billings for immunization related clinic services. The Contractor shall use this program income to further the scope of work detailed in this Program Attachment, and must keep documentation to demonstrate such to DSHS's satisfaction. This program income may not be used to take the place of existing local, state, or federal program funds. Program income shall not be used for purchase of vaccines, inpatient care, construction of facilities, or debt retirement.

General Provisions, ARTICLE XV. GENERAL TERMS, Section 15.15 Amendment, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least ninety (90) days prior to the end of the term of this Program Attachment.

17. Documents Forming Contract. The Contract consists of the following:

a. Contract (this document)	2015-000022-00
b. General Provisions	Subrecipient General Provisions
c. Attachments	Budgets
d. Declarations	Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
e. Exhibits	Exhibit A

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name:	Hidalgo County
Vendor Identification Number:	17460007176

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

Department of State Health Services	**Hidalgo County**
By: Signature of Authorized Official	By: Signature of Authorized Official
Date	Date
Name and Title 1100 West 49th Street Address Austin, TX 787-4204 City, State, Zip	Name and Title Address City, State, Zip
Telephone Number	Telephone Number
E-mail Address	E-mail Address

Budget Summary

Organization Name: Hidalgo County Program ID: IMM/LOCALS

Contract Number: 2015-000022-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	$475,657.00	$0.00	$0.00	$475,657.00
Fringe Benefits	$173,615.00	$0.00	$0.00	$173,615.00
Travel	$0.00	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00	$0.00
Supplies	$48.00	$0.00	$0.00	$48.00
Contractual	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00	$0.00
Total Direct Costs	$649,320.00	$0.00	$0.00	$649,320.00
Indirect Costs	$0.00	$0.00	$0.00	$0.00
Totals	$649,320.00	$0.00	$0.00	$649,320.00

Exhibit A

Organization Name:	Hidalgo County		
Contract Number:	2015-000022-00	Program ID:	IMM/LOCALS
Contract Term:	09/01/2014 - 08/31/2015	Program Name:	Immunization Branch-Locals

UNIT A

Program Stewardship and Accountability

Contractor General Requirement Unit A-1:

Implement a comprehensive immunization program. Activities under this requirement shall be conducted in accordance with the Department of State Health Services (DSHS) Immunization Contractors Guide for Local Health Departments.

Activities:
• Adhere to Standards for Child and Adolescent Immunization Practices and Standards for Adult Immunization Practices found at:
http://www.cdc.gov/vaccines/pubs/pinkbook/downloads/appendices/H/standards-pediatric.pdf and
http://www.cdc.gov/vaccines/pubs/pinkbook/downloads/appendices/H/standards-adult.pdf.
• Maintain current policies in compliance with the DSHS Immunization Contractors Guide for Local Health Departments and have them available to Contractor's staff.
• Lapse no more than 5% of total funded amount of the contract.
  o Maintain and adjust spending plan throughout the contract term to avoid lapsing funds.
  o Account for and use Program Income appropriately throughout the contract term.
  o Maintain staffing levels to meet required activities of the contract and to ensure that all funds in the personnel category are expended.
• Submit required Quarterly Local Health Department (LHD) Inter-Local Agreement (ILA) Reports to DSHS Immunization Contracts at dshsimmunizationcontracts@dshs.state.tx.us by Close of Business (COB) on December 31, 2014; March 31, 2015; June 30, 2015; and September 30, 2015 or the next business day if the date falls on a weekend or state approved holiday.
• Submit Corrective Action Plan (CAP) letter to DSHS Contract Management Unit (CMU) within fifteen (15) business days after On-Site Evaluation if findings are not resolved at time of site visit to the satisfaction of the HSR Immunization Program Manager and DSHS Immunization Branch Contracts staff.

Contractor General Requirement Unit A-2:

Complete Texas Vaccines for Children (TVFC) site visits, TVFC unannounced visits, and follow-up visits assigned by DSHS Immunization Branch or DSHS Health Service Region Immunization Program staff within prescribed timeframes outlined in the TVFC Operations Manual. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:
• Conduct TVFC site visit follow-up and submit results following the process described and within deadlines established in the TVFC Operations Manual.
• Conduct TVFC site visits in 100% of subcontracted entities as listed in the Inter-Local Application and

non-Local Health Department WIC immunization clinics, if applicable.
• Conduct TVFC unannounced storage and handling visits at TVFC enrolled provider offices within the jurisdiction following the process described and within deadlines established in the TVFC Operations Manual.

Contractor General Requirement Unit A-3:

Ensure that expired, wasted, and unaccounted-for vaccines do not exceed 5% in Contractor's clinics. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and TVFC Operations Manual.

Activities:
• Ensure that expired, wasted, and unaccounted-for vaccines do not exceed 5% in Contractor's clinics.
• Ensure that all expired, spoiled/wasted vaccines is appropriately identified and entered into the Electronic Vaccine Inventory (EVI) system.
• Maintain storage and handling policies and procedures according to the TVFC Operations Manual. (http://www.dshs.state.tx.us/immunize/tvfc/tvfc.manual.shtm)
• Ensure that appropriate Vaccine Management plan is in place at each clinic location and that it includes an updated Emergency Contingency Plan.
• Ensure that overstocked vaccines or those vaccines nearing expiration are shipped to alternate providers as directed by the Health Service Region (HSR) Immunization Program managers, for timely use to avoid vaccine waste.

Contractor General Requirement A-4:

Implement a plan to assure that vaccines provided through the TVFC program are not provided inadvertently to fully privately insured individuals, including children covered by S-CHIP.

Establish and maintain protocols for screening individuals for eligibility and insurance coverage before administering vaccines provided through the TVFC program. Contractors may use Patient Eligibility Screening Form (C-10) or electronically store this information.

Any child who upon screening meets one of the eligibility criteria listed below and who is 18 years of age or younger qualifies for state or federal vaccine through the TVFC program:
a. Eligible for Vaccine For Children (VFC) Vaccine:
    • Medicaid Enrolled,
    • No Health Insurance,
    • American Indian or Alaskan Native, or
    • Underinsured* served by a Federally Qualified Health Center, Rural Health Clinic, or a deputized provider.
b. Eligible for State/Federal Vaccine:
    • Enrolled in CHIP**, or
    • Other Underinsured***.

* Underinsured includes children with health insurance that does not include vaccines or only covers specific vaccine types. Children are only eligible for vaccines that are not covered by insurance. In addition, to receive VFC vaccine, underinsured children must be vaccinated through a Federally Qualified Health Center (FQHC) or Rural Health Clinic (RHC) or under an approved deputized provider. The deputized provider must have a written agreement with an FQHC/RHC and the state/local/territorial immunization program in order to vaccinate underinsured children.
** Children enrolled in separate state Children's Health Insurance Program (CHIP). These children are considered insured and are eligible for vaccines through the TVFC program as long as the provider bills CHIP for the administration of the vaccine.
*** Other underinsured are children that are underinsured but are not eligible to receive federal vaccine through the VFC program because the provider or facility is not a FQHC/RHC or a deputized provider. However, these children may be served if vaccines are provided by the state program to cover these non-VFC eligible children.

UNIT B

Assessing Program Performance

Contractor General Requirement Unit B-1:

Conduct educational, promotional, and outreach activities for the general public to enhance immunization awareness, including distribution of DSHS-provided materials. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:
• Contractor will provide vaccine and immunization education to target audiences and to the general public on the benefits of vaccination, the risk of vaccine-preventable diseases, staying on the Advisory Committee on Immunization Practices (ACIP) Recommended Immunization Schedule(s), and the importance of not missing any vaccines.
• Inform and educate parents of infants, children, adolescents, adults (men and women), grandparents, seniors, health-care providers, and the general public about vaccines for all age groups and vaccine-preventable diseases. Information should include the importance and benefits of being fully vaccinated, vaccine recommendations, and the location of community vaccination clinics.
• Conduct at least one monthly immunization education activity specifically directed to one of the target groups as directed by DSHS.
• Conduct at least twelve (12) outreach and educational activities during the contract period in accordance with Texas Health and Safety Code Chapter 161, Subsection A, Section 161.0095, to each of the following audiences: health-care providers, health-care clinics, hospitals, and any other health-care facility providing health care to adolescents 14 to 18 years of age and report results on the Quarterly Report. Additional outreach and educational activities may focus on high schools, colleges, and universities.
• Document the activity with the number and type of participants and evaluate activity by obtaining feedback from participants.
• Use national immunization observances as opportunities to conduct specific education and promotional

activities to give emphasis to the importance and benefits of vaccines: National Infant Immunization Week (NIIW), National Immunization Month (NIM), National Adult Immunization Week (NAIW), and National Influenza Week (NIW).
• Develop and implement a written communications and customer service plan to assure customers receive consistent, correct immunization information and services in a courteous and friendly manner on a timely basis.
• Participate in special initiatives as directed by DSHS, such as the Dairy Queen Coupon project, the Hallmark Card Governor's Program, and others.
• Participate in statewide media campaigns by distributing DSHS-developed and produced public service announcements and materials to local television and radio stations, newspapers, parent publications, university newspapers, high school newspapers, and neighborhood newspapers.
• Promote www.ImmunizeTexas.com, the Immunization Branch's website; The Upshot, electronic newsletter; and the Vaccine Advisory, vaccine newsletter to providers in the Contractor's jurisdiction.
• Promote and distribute immunization literature for the public to TVFC providers and Contractor's clinics.
• Provide information to clients, families, health-care providers, and the general public on the purpose of ImmTrac, the benefits of ImmTrac participation, and the importance of maintaining a complete immunization history in ImmTrac.
• Inform the general public about the Texas Vaccines for Children (TVFC) program and the qualifications to participate in it.
• Distribute TVFC information and educational materials at venues where parents of TVFC-eligible children might frequent.
• Inform and highly recommend to the medical community and local providers within the Contractor's' jurisdiction on the annual Centers for Disease Control and Prevention (CDC) Epidemiology and Prevention of Vaccine-Preventable Disease (EPI-VAC) training.

Establish collaborative efforts with appropriate community entities regarding promoting immunizations and the reduction of vaccine-preventable diseases. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:
• Identify providers, hospitals, schools, child-care facilities, social service agencies, and community groups involved in promoting immunizations and reducing vaccine-preventable diseases.
• List and maintain contact information of group members and collaborations and identify the best practices they are promoting.
• Maintain written agreements and updates of group members and collaborations.
• Document communications, group meetings, and planning of activities that promote the Best Practices identified in contract agreement. Documents are to be accessible during site visits.
• Report new group members on the Quarterly Report.

Contractor General Requirement Unit B-2:

When assigned by DSHS, complete 100% of child-care facility and Head Start center assessments and child-care audits. Activities under this requirement shall be conducted in accordance with the DSHS

Immunization Contractors Guide for Local Health Departments and Population Assessment Manual.

When assigned by DSHS, complete 100% of public and private school assessments, retrospective surveys, and validation surveys. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and Population Assessment Manual.

Activities:
- Complete and report 100% of required audits/assessments as assigned by the Immunization Branch, DSHS. These will include:
  - Texas Child-Care Immunization Assessment
  - Child-Care Audit
  - Annual Report of Immunization Status (school self-assessments)
  - School Audit
  - Texas School Immunization Validation Survey
  - Texas County Retrospective Immunization School Survey (TCRISS)
- Assigned surveys/assessments must be completed utilizing the instructions in DSHS Immunization Contractors Guide for Local Health Departments and the Population Assessment Manual.
- Monitor vaccination and exemptions per respective areas for completed audits/assessments.
- Analyze, provide feedback, and monitor vaccination trends for public school districts, private schools, licensed child-care facilities, and registered family homes to increase vaccination coverage using audit/assessment data.
- Identify trends and areas of need for local health department jurisdictions and coordinate interventions.
- Collaborate with school/child-care facilities and registered family homes to identify needed improvements. Report these results/findings to the Assessment, Compliance and Evaluation Group, Immunization Branch, DSHS.

Contractor General Requirement B-3:

Work with TVFC providers to develop quality improvement processes to increase coverage levels and decrease missed opportunities using AFIX components, as appropriate, and move toward use of IIS as primary source of data for provider coverage level assessment by the end of project period. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and the Texas Vaccine For Children Provider Manual.

Activities:
- Conduct immunization coverage level assessments utilizing the AFIX online tool and (CoCASA) in 100% of subcontracted entities as listed in the Inter-Local Application and non-Local Health Department WIC immunization clinics, if applicable.
- Conduct TVFC quality assurance site-visits for all sub-contracted entities and non-local health department Women, Infant and Children (WIC) clinics utilizing the CDC Provider Education, Assessment, and Reporting (PEAR) system and submitting the final assessment results in the PEAR system within 10 days of conducting the visit.
- Conduct TVFC unannounced storage and handling visits at TVFC provider offices utilizing the CDC

PEAR system and submitting the final unannounced storage and handling visit results in the PEAR system within 10 days of conducting the visit.

Contractor General Requirement B-4:

Investigate and document at least 90% of reportable suspected vaccine-preventable disease cases within thirty (30) days of notification in accordance with DSHS Texas Vaccine-Preventable Disease (VPD) Surveillance Guidelines (http://www.dshs.state.tx.us/idcu/health/vaccine_preventable_diseases/resources/) and National Electronic Disease Surveillance System (NEDSS). Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:
• Adhere to the DSHS VPD Surveillance Guidelines, NEDSS Data Entry Guidelines, and Epi-Case Criteria Guide (https://txnedss.dshs.state.tx.us:8009/PHINDox/UserResources/Epi%20Case%20Criteria%20Guide%202012.pdf) in conducting this General Requirement and the associated activities.
• Complete all data entry into NEDSS Base System (NBS) following the NBS data Entry Guidelines. (https://txnedss.dshs.state.tx.us:8009/PHINDox/UserResources/Data_Entry_Guidelines_2007.pdf).
• Verify and enter complete vaccination history in NBS on all VPD investigations with case status of confirmed or probable. Complete vaccination history should be assessed through ImmTrac, provider offices, school records, or patient records.
• Routinely review and follow up on all VPD laboratory reports received, including electronic lab reports (ELRs) sent from DSHS through NBS and Health Alert Network (HAN).
• Provide feedback on any unmet performance measures during each Quarterly Report review.
• All new VPD surveillance staff will attend Introduction to NBS training and complete the certification process in order to gain access to the NBS system.

Contractor General Requirement Unit B-5:

Educate, inform, and train the medical community and local providers within Contractor's jurisdiction on immunization activities listed below. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:
• Provide training on TVFC requirements and updates (as described in the TVFC Operations Manual) to TVFC providers annually at a minimum.
• Ensure that the TVFC providers have the most up-to-date, DSHS-produced immunization information in their offices.
• Provide training, information, and technical assistance to promote the effective use of ImmTrac by private providers (which includes education regarding the benefits of ImmTrac participation).
• Educate private providers about the ImmTrac enrollment process and the statutory requirement to report immunizations.
• As directed by DSHS identify first responders and their immediate family in the community and inform

them of the opportunity to be included in ImmTrac.
• Conduct educational training for hospital and health-care providers within the Contractor's jurisdiction, to increase mandatory screening and reporting of hepatitis B surface antigen (HBsAg_ - positive women.
• Provide training on the prevention of Perinatal Hepatitis B to providers within the Contractor's jurisdiction.
• Educate physicians, laboratories, hospitals, schools, child-care staff, and other health providers on VPD reporting requirements.
• Educate and update providers on the most currentACIP recommendations for all age groups, as well as on applicable regulatory vaccination requirements.
• Provide training relating to Standards for Child and Adolescent Immunization Practices (http://www.cdc.gov/vaccines/schedules/hcp/child-adolescent.html) and Standards for Adult Immunization Practices (http://www.cdc.gov/vaccines/schedules/hcp/adult.html) to all immunization providers within Contractor's jurisdiction.
• Inform all private providers on the federal requirement that the most current Vaccine Information Statements (VIS) must be distributed to patients (http://www.cdc.gov/vaccines/pubs/vis/default.htm).
• Promote a health-care workforce that is knowledgeable about vaccines, vaccine recommendations, vaccine safety, vaccine-preventable diseases, and the delivery of immunization services.
• Educate health-care workers on the need to be vaccinated themselves.
• Provide information to community health-care employers (hospitals, clinics, doctor's offices, long-term care facilities) about the importance of vaccination of health-care workers.
• Educate private providers to send National Immunization Surveys (NIS) to the Contractor for research prior to returning the survey to CDC, if applicable.
• Coordinate educational and other activities with local WIC programs to assure that children participating in WIC are screened and referred to their "medical home" for vaccination using a documented immunization history in accordance with the Standards for Child and Adolescent Immunization Practices (http://www.cdc.gov/vaccines/schedules/hcp/child-adolescent.html).
• Offer educational opportunities to all WIC programs in the service area, including information about on-line and satellite-broadcast continuing education opportunities from the Centers for Disease Control and Prevention (CDC) Continuing Education web site (http://www.cdc.gov/vaccines/ed/default.htm).
• Report on education, training, outreach activities or collaborative efforts conducted to the medical community and local providers in the Contractor's jurisdiction and the outcomes on each Quarterly Report.

UNIT C

Assuring Access to Vaccines

Contractor General Requirement Unit C-1:

Engage American Indian tribal governments, tribal organizations representing those governments, and tribal epidemiology centers of Alaskan Native Villages and Corporations located within contracted local health department boundaries in immunization activities. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:
• Perform education, training, outreach activities and provide technical assistance for American Indian tribal governments, tribal organizations representing those governments, and tribal epidemiology centers of Alaskan Native Villages and Corporations.
• Report on education, training, outreach activities, or collaborative efforts conducted to American Indian tribal governments, tribal organizations representing those governments, and tribal epidemiology centers of Alaskan Native Villages and Corporations and the outcomes on each Quarterly Report.

Contractor General Requirement Unit C-2:

Provide immunization services and ACIP-recommended vaccines in Contractor's clinics to children, adolescents, and adults to maximize vaccine coverage levels within Contractor's jurisdiction. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:
• Ensure that all ACIP recommended vaccines are routinely available to TVFC patients and that Adult Safety Net vaccines are available to eligible adult patients.
• Recommend the simultaneous administration of all needed vaccines for the patient.
• Follow only medically supportable contraindications to vaccination.
• Verbally educate patients and parents/guardians about the benefits and risks of vaccination and distribute DSHS educational materials as applicable as part of this conversation.
• Discuss, and attempt to schedule, the next immunization visit at each client encounter.
• Explain the benefits of a "medical home" and assist the parent/guardian in obtaining or identifying the child's medical home.
• Use a Reminder/Recall system (manual, TWICES, ImmTrac, or other system).
• Establish "standing orders" for vaccination in Contractor's clinics, consistent with legal requirements for standing orders (including, but not limited to, those found in the Texas Medical Practice Act).
• Implement an employee immunization policy according to CDC recommendations in Contractor's clinics.

Enroll and sustain a network of TVFC and other providers to administer federally funded vaccines to program-eligible populations according to CDC/ACIP and National Vaccine Advisory Committee (NVAC) standards.

Conduct recruitment to increase the number of ImmTrac providers, TVFC providers, and Perinatal Hepatitis B Providers. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:
• Conduct recruitment activities as defined in the TVFC Operations Manual with providers on the DSHS-supplied provider recruitment list.
• Target adolescent health-care providers for recruitment and emphasize adolescent vaccine requirements and recommendations

Contractor General Requirement Unit C-3:

Assure compliance with Health and Human Services (HHS) Deputization Guidance. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:
- Annually sign Deputization Addendum to Texas Vaccines for Children Program (TVFC) Provider Enrollment Form (E6-102), and provide immunization services to underinsured children.
- Report monthly the number of vaccine doses administered to underinsured clients by age categories 0-6 and 7-18 years of age as directed by DSHS.
- Report monthly the number of unduplicated underinsured clients served by age categories 0-6 and 7-18 years of age as directed by DSHS.

Contractor General Requirement Unit C-4:

Work with partners, as appropriate, to assure coordination of the following activities in order to prevent perinatal hepatitis B transmission.
a.) Identification of HBsAg-positive pregnant women.
b.) Newborn prophylaxis with hepatitis b vaccine and hepatitis B immune globulin (HBIG).
c.) Timely completion of doses two and three.
d.) Post-vaccination serology.

Ensure all pregnant women are screened for HBsAg and that all HBsAg-positive pregnant women are reported to DSHS. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and Perinatal Hepatitis B Prevention Manual.

Activities:
- Develop a surveillance system that includes prenatal care providers, obstetrical and gynecological care providers, family practitioners, and labor and delivery facilities to assure all HBsAg-positive pregnant women are reported to DSHS within one week of diagnosis.
- Educate prenatal care providers to ensure they are screening pregnant women for HBsAg status during each pregnancy; implement procedures for documenting HBsAg screening results in prenatal care records, and forward original laboratory results to the delivery facility.
- Educate delivery hospitals to ensure they verify prenatal HBsAg test results of pregnant women on admission for delivery and test for HBsAg at delivery.
- Provide DSHS produced educational materials on how to prevent perinatal hepatitis B transmission for distribution to appropriate clients in agencies that include WIC, religious organizations, refugee/immigration assistance programs, and other community-based organizations.
- Provide trainings, as directed by DSHS, to delivery hospitals on reporting HBs-Ag positive test results for women who have delivered at their facilities.
- Submit a Perinatal Hepatitis B (PHB) quarterly report to the Perinatal Hepatitis B Prevention Program

Coordinator reporting educational trainings conducted.

Ensure that all infants born to HBsAg-positive women and women whose HBsAg status is unknown will receive the first dose of the hepatitis B vaccine and hepatitis B immune globulin (HBIG) within 12 hours of birth. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and Perinatal Hepatitis B Prevention Manual.

Activities:
• Ensure all labor and delivery facilities develop standing orders and policies to administer the first dose of the hepatitis B vaccine and HBIG to at-risk infants within 12 hours of birth.
• Identify labor and delivery facilities that do not have standing orders and/or policies and educate providers to establish standing orders and policies to administer to at-risk infants the first dose of the hepatitis B vaccine and HBIG within 12 hours of birth.
•\ Determine the number of newborns that do not receive the first dose of the hepatitis B vaccine and/or the hepatitis B immune globulin and work with those facilities to ensure all at-risk infants receive the hepatitis B vaccine series and hepatitis B immune globulin within 12 hours of birth.
• Report to DSHS all infants born to HBsAg-positive women within fifteen (15) calendar days of the event.

Ensure that 100% of the number of identified infants born to HBsAg-positive women will complete the hepatitis B vaccine series and post-vaccination serology testing. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and Perinatal Hepatitis B Prevention Manual.

Activities:
• Administer or obtain from the provider or ImmTrac the complete hepatitis B vaccine series. Infants shall complete the hepatitis B vaccine series by 6 – 8 months of age if the infant receives a single antigen or Pediarix vaccine and by 15 months of age if the infant receives the Comvax series.
• Perform post-vaccination serology testing or obtain from the provider the post-vaccination serology testing results to determine immunity against hepatitis B. Post vaccination serology testing shall be done by 9 – 15 months of age if the infant received a single antigen or Pediarix vaccine and by 18 months of age if the infant received the Comvax vaccine series.
• For all cases documented as a lost to follow-up on the Perinatal Hepatitis B case management form, report the number and types of attempted activities performed in locating the mother or guardian of the infant to DSHS on the Perinatal Hepatitis B case management form.

Contractor General Requirement C-5

All household contacts over 24 months of age and sexual partners of reported HBsAg-positive women shall be referred for serologic testing to determine susceptibility status in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and Perinatal Hepatitis B Prevention Manual.

Household contacts over the age of 24 months and sexual contacts are not eligible for the program. They should be referred to health care providers for screening and vaccination if susceptible. The number of

contacts over age 24 months identified and referred to a health care provider is to be documented on the woman's case management form.

Ensure all household contacts below or equal to 24 months of age are case managed as appropriate to ensure the infant completes the hepatitis B vaccine series and receives post-vaccination serology testing as scheduled. A contact case management form should be completed for all contacts under or equal to 24 months of age and case management activities performed.

UNIT D

Immunization Information Technology Infrastructure-Assure that the immunization information technology infrastructure supports program goals and objectives.

Contractor General Requirement Unit D-1:

Promote provider site participation and assure immunization record completeness, timeliness, accuracy, efficiency, and data use to support immunization program goals and objectives.

Effectively utilize ImmTrac, the statewide immunization registry, in Contractors' clinics.

Work in good faith, and as specified herein, to increase the number of children less than six (6) years of age who participate in ImmTrac.

Work in good faith and as specified herein, to ensure ImmTrac registered private providers use ImmTrac effectively as defined in the DSHS Immunization Contractors Guide for Local Health Departments.

Activities under the requirements above shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments

Activities:
- Recruit new private provider sites for ImmTrac.
- Search for the client's immunization history at every client encounter.
- Review the client's record for vaccines due and overdue according to the CDC Recommended Schedules at: http://www.cdc.gov/vaccines/schedules/index.html.
- Report to ImmTrac all immunizations administered to children (younger than 18 years of age) and consented adults in Contractor's clinics, either directly into ImmTrac or through TWICES.
- Follow and explain recommended guidelines for obtaining and submitting ImmTrac consent forms according to the instructions found at http://www.dshs.state.tx.us/immunize/docs/consent_guidelines.pdf.
- Implement changes to the consent process as directed by DSHS.
- Offer updated Immunization History Report to the client or client's parent or guardian at every client encounter.
- At every client encounter, compare all immunization histories (ImmTrac, TWICES, validated patient-held records, clinic medical record) and enter into ImmTrac or TWICES any historical immunizations not in

ImmTrac.
• Verbally and with DSHS produced literature, inform parents presenting at Contractor's clinics about ImmTrac and the benefits of inclusion in ImmTrac.
• Provide orientation to all ImmTrac providers at least once a year and maintain documentation of all technical assistance provided (e.g., telephone logs).
• Explain and demonstrate the effective use of ImmTrac according to the instructions located in the DSHS Immunization Contractors Guide for Local Health Departments.
• Conduct follow-up with registered ImmTrac providers who are inactive or not using ImmTrac effectively.
• Train ImmTrac providers' staff on ImmTrac data entry and quality standards.
• Update all demographic information, including address and telephone number, at every client encounter.
• Conduct outreach (including, but not limited to, the specific outreach described in the DSHS Immunization Contractors Guide for Local Health Departments) to families of children 19 to 35 months of age who are not up-to-date on their immunizations according to ImmTrac; locate additional immunization histories; and enter history data into ImmTrac.
• Collaborate with prenatal health-care providers, birth registrars, hospital staff, pediatricians, and other entities to educate parents, expectant parents, and providers about ImmTrac and the benefits of participation. Includes the dissemination of DSHS educational materials as appropriate.
• Identify and contact families of children for whom ImmTrac consent has been granted but who do not have complete immunization records in ImmTrac.
• Identify all providers who administer vaccine in awardee's jurisdiction, including both pediatric and adult immunization providers.
• Collaborate with partners and develop a provider recruitment strategy to include complementary vaccinators, such as pharmacists and school-located vaccination clinics.
• Encourage ImmTrac participation among providers.
• Use and train providers on the use of the new immunization information system (IIS) as the system becomes available.

Contractors General Requirement Unit D-2:

Incorporate dose-level accountability into IIS functionality so that information can be received and stored (Dose-level accountability includes assigned a provider-determined program eligibility category for a patient to each administered dose of vaccine.

• Conduct education and monitoring of providers to improve eligibility tracking and reporting.

Contractors General Requirement Unit D-3:

Assure provider participation in vaccine ordering and inventory management using the Electronic Vaccine Inventory system.

• Educate providers regarding vaccine ordering policies.
• Train providers to use the Electronic Vaccine Inventory system for inventory and order entry.
• Train providers on the use of the new IIS system as the system is available.

Assist all other TVFC providers in local jurisdiction with maintenance of appropriate vaccine stock levels. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and TVFC Operations Manual.

Activities:

- Evaluate maximum vaccine stock levels twice a year in all TVFC provider clinics under Contractor's jurisdiction and assess providers' inventories when visiting clinics. This activity will become part of the Electronic Vaccine Inventory (EVI) system and local health departments will be advised if any assistance on this activity is needed.
- Review 100% of all vaccine orders, monthly biological reports, and monthly temperature logs for accuracy and to ensure that the vaccine supply requested is within established guidelines. Review may be done from a paper report or on the EVI system.
- If vaccine is available locally, conduct transfers and/or deliveries to support the TVFC providers requesting assistance.
- Educate and assist all TVFC providers with TVFC Provider Choice, as directed by DSHS.
- Offer provider updates, training, and information as changes to vaccine management occur

CERTIFICATION REGARDING LOBBYING

Organization Name: Hidalgo County
Contract Number: 2015-000022-00

For contracts greater than $100,000, this attachment is applicable and must be signed as part of the contract agreement.

CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her 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 an 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, 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 federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, “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 subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

(•) Applicable ( ) Non-Applicable

Signature of Authorized Individual Date:

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Certification Regarding Lobbying			
	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification			
	Signature Page			

TEXAS Department of State Health Services

CMPS Contract Management and Procurement System

FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Organization Name	Hidalgo County				
Address	1304 S 25th St				
City	Edinburg	State	Texas	Zip Code (9 digit)	78539
Payee Name	Hidalgo County				
Address	Hidalgo County Treasurer 2810 S Business 281				
City	Edinburg	State	TX	Zip Code (9 digit)	78539-6243
Vendor identification No.		17460007176		MailCode	060
Payee DUNS No. *		103110834			

1. Did your organization have a gross income, from all sources, of more than $300,000 in your previous tax year? *

(●) Yes ( ) No

2. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

( ) Yes (●) No

3. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

(●) Yes ( ) No

Identify contact persons for FFATA Correspondence. *

FFATA Contact Person #1

Name*	Ramon Garcia
Email*	ramon.garcia@co.hidalgo.tx.us
Telephone*	(956) 318-2600

FFATA Contact Person #2

Name*	Ray Eufracio CPA

Email*	ray.eufracio@auditor.co.hidalgo.tx.us
Telephone*	(956) 318-2511

☐ As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

E-Signature Date

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Certification Regarding Lobbying			
	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification			
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DATE: September 01, 2014

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 4-1293-441-00-340-012-5-XXX Immunization Branch - Locals

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
4-1293-441-00-340-012-5-113	Immunization Branch - Reg F/T Employees	$ 475,657.00
Fringes		
4-1293-441-00-340-012-5-211	Immunization Branch - Health Insurance	$ 76,799.00
4-1293-441-00-340-012-5-212	Immunization Branch - Life Insurance	$ 494.00
4-1293-441-00-340-012-5-220	Immunization Branch - FICA	$ 36,388.00
4-1293-441-00-340-012-5-230	Immunization Branch - Retirement	$ 53,654.00
4-1293-441-00-340-012-5-250	Immunization Branch - Unemployment Comp	$ 2,712.00
4-1293-441-00-340-012-5-260	Immunization Branch - Workers Comp	$ 3,568.00
Equipment		
		$ -
Supplies		
4-1293-441-00-340-012-5-601	Immunization Branch - Office & Computer Supplies	$ 48.00
Other		
	TOTAL APPROPRIATION	$ 649,320.00
4-1293-331-12-340-012-5-000	Immunization Branch - Revenue	$ 649,320.00
	TOTAL APPROPRIATION	$ 649,320.00

REASON: To appropriate the Immunization Branch - Locals FY 15 grant award.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

DATE: September 01, 2014

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 4-1293-441-00-340-012-5-XXX Immunization Program Income

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
4-1293-441-00-340-012-5-113	Immunization Branch - Reg F/T Employees	$ 54,836.00
Fringes		
4-1293-441-00-340-012-5-211	Immunization Branch - Health Insurance	$ 8,992.00
4-1293-441-00-340-012-5-212	Immunization Branch - Life Insurance	$ 58.00
4-1293-441-00-340-012-5-220	Immunization Branch - FICA	$ 4,197.00
4-1293-441-00-340-012-5-230	Immunization Branch - Retirement	$ 6,189.00
4-1293-441-00-340-012-5-250	Immunization Branch - Unemployment Comp	$ 313.00
4-1293-441-00-340-012-5-260	Immunization Branch - Workers Comp	$ 411.00
Travel		
4-1293-441-00-340-012-5-581	Immunization Branch - Travel - In-County	$ 500.00
4-1293-441-00-340-012-5-583	Immunization Branch - Travel Out-of-County	$ 2,280.00
Supplies		
4-1293-441-00-340-012-5-601	Immunization Branch - Office & Comp Supplies	$ 2,837.00
		$ -
Other		
4-1293-441-00-340-012-5-540	Immunization Branch - Advertising	$ 20,000.00
4-1293-441-00-340-012-5-584	Immunization Branch - Registration	$ 8,000.00
4-1293-441-00-340-012-5-550	Immunization Branch - Printing & Binding	$ 1,500.00
	TOTAL APPROPRIATION	$ 110,113.00
4-1293-345-40-340-012-5-000	Immunization Branch - Program Income Revenue	$ 110,113.00
	TOTAL APPROPRIATION	$ 110,113.00

REASON: To appropriate the program income funds projected for the Immunization Branch - Locals program FY 15 grant period.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

IMMUNIZATION FY 15
Grant Application
Salary Budget
09/01/2014 - 08/31/2015
For Budget Purposes Only

IMMUNIZATION FY 15 (program 012)

													Hourly Rate				2014	2015				Fringes				Insurance			
Slot #	Employee #	Employee Name	Position Title	2014 Payroll Salary	2015 Budgetd Salary With 3% COLA	2014 Budgeted Salary	Actual Salary (Prog 005)	Actual Salary (General Fund)	Actual Salary (IMM Progam) (current)	Salary (IMM Progam) (With 3% COLA)	% of Other Sources Funding	% of IMM Grant Funding	Hourly Rate (current)	Hourly Rate With 3%	# of Hours in 2014	# of Hours in 2015	Salary Amount from 09/01/14 - 12/31/14	Salary Amount from 01/01/15 - 08/31/15	Fiscal Year Salary Amount 09/01/14 - 08/31/15	Monlty Salary	IMM Grant Projected Salaries	FICA (7.65%	Retirement (11.28%)	Unemployment (.57%)	Workers Comp (.75%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
0001			TX Vaccines Educator	44,583.00	45,920.49	44,583.00	-	-	44,583.00	45,920.49	-	1.00	21.4341	22.0772	704	1,384	15,089.63	30,554.79	45,644.42	3,803.70	45,644.42	3,491.80	5,148.69	260.17	342.33	5,839.05	37.56	15,119.61	60,764.03
G002			TX Vaccines Manager	41,280.00	42,518.40	41,280.00	2,892.00	-	38,388.00	39,539.64	0.07	0.93	19.8462	20.4415	704	1,384	13,971.69	28,291.09	42,262.78	3,521.90	39,304.39	3,006.79	4,433.54	224.04	294.78	5,430.32	34.93	13,424.39	52,728.78
0003			Outreach Specialist II	30,062.00	30,963.86	30,062.00	-	-	30,062.00	30,963.86	-	1.00	14.4529	14.8865	704	1,384	10,174.83	20,602.88	30,777.71	2,564.81	30,777.71	2,354.49	3,471.73	175.43	230.83	5,839.05	37.56	12,109.10	42,886.81
0004			Outreach Specialist II	30,233.00	31,139.99	30,233.00	-	-	30,233.00	31,139.99	-	1.00	14.5351	14.9711	704	1,384	10,232.71	20,720.07	30,952.78	2,579.40	30,952.78	2,367.89	3,491.47	176.43	232.15	5,839.05	37.56	12,144.55	43,097.33
0005			Outreach Specialist II	30,233.00	31,139.99	30,233.00	-	-	30,233.00	31,139.99	-	1.00	14.5351	14.9711	704	1,384	10,232.71	20,720.07	30,952.78	2,579.40	30,952.78	2,367.89	3,491.47	176.43	232.15	5,839.05	37.56	12,144.55	43,097.33
G006			Licensed Vocational Nurse II	44,795.00	46,138.85	44,795.00	1,454.00	14,279.00	29,062.00	29,933.86	0.35	0.65	21.5361	22.1821	704	1,384	15,161.38	30,700.08	45,861.47	3,821.79	29,809.95	2,280.46	3,362.56	169.92	223.57	3,795.38	24.41	9,856.30	39,666.25
G007			Licensed Vocational Nurse II	41,280.00	42,518.40	41,280.00	1,454.00	10,764.00	29,062.00	29,933.86	0.30	0.70	19.8462	20.4415	704	1,384	13,971.69	28,291.09	42,262.78	3,521.90	29,583.95	2,263.17	3,337.07	168.63	221.88	4,087.34	26.29	10,104.38	39,688.33
G008			Licensed Vocational Nurse II	44,795.00	46,138.85	44,795.00	1,454.00	14,279.00	29,062.00	29,933.86	0.35	0.65	21.5361	22.1821	704	1,384	15,161.38	30,700.08	45,861.47	3,821.79	29,809.95	2,280.46	3,362.56	169.92	223.57	3,795.38	24.41	9,856.30	39,666.25
G010			Community Service Aide	30,062.00	30,963.86	30,062.00	-	1,912.00	28,150.00	28,994.50	0.06	0.94	14.4529	14.8865	704	1,384	10,174.83	20,602.88	30,777.71	2,564.81	28,931.04	2,213.22	3,263.42	164.91	216.98	5,488.71	35.31	11,382.56	40,313.60
G011			Community Service Aide	30,061.00	30,962.83	30,061.00	-	1,936.00	28,125.00	28,968.75	0.06	0.94	14.4524	14.8860	704	1,384	10,174.49	20,602.19	30,776.68	2,564.72	28,930.08	2,213.15	3,263.31	164.90	216.98	5,488.71	35.31	11,382.36	40,312.44
G012			Community Service Aide	28,094.00	28,936.82	28,094.00	1,057.00	730.00	26,307.00	27,096.21	0.06	0.94	13.5067	13.9119	704	1,384	9,508.74	19,254.11	28,762.85	2,396.90	27,037.08	2,068.34	3,049.78	154.11	202.78	5,488.71	35.31	10,999.03	38,036.11
G013			Community Service Aide	30,062.00	30,963.86	30,062.00	1,132.00	780.00	28,150.00	28,994.50	0.06	0.94	14.4529	14.8865	704	1,384	10,174.83	20,602.88	30,777.71	2,564.81	28,931.04	2,213.22	3,263.42	164.91	216.98	5,488.71	35.31	11,382.56	40,313.60
0014			Licensed Vocational Nurse II	44,796.00	46,139.88	44,796.00	-	-	44,796.00	46,139.88	-	1.00	21.5365	22.1826	704	1,384	15,161.72	30,700.77	45,862.49	3,821.87	45,862.49	3,508.48	5,173.29	261.42	343.97	5,839.05	37.56	15,163.76	61,026.25
0015			Outreach Specialist II	30,233.00	31,139.99	30,233.00	-	-	30,233.00	31,139.99	-	1.00	14.5351	14.9711	704	1,384	10,232.71	20,720.07	30,952.78	2,579.40	30,952.78	2,367.89	3,491.47	176.43	232.15	5,839.05	37.56	12,144.55	43,097.33
0016			Community Service Aide	30,062.00	30,963.86	30,062.00	-	-	30,062.00	30,963.86	-	0.11	14.4529	14.8865	704	1,384	10,174.83	20,602.88	30,777.71	2,564.81	3,385.55	258.99	381.89	19.30	25.39	642.30	4.13	1,332.00	4,717.55
0017			Licensed Vocational Nurse II	41,280.00	42,518.40	41,280.00	-	-	41,280.00	42,518.40	-	0.35	19.8462	20.4415	704	1,384	13,971.69	28,291.09	42,262.78	3,521.90	14,791.97	1,131.59	1,668.53	84.31	110.94	2,043.67	13.15	5,052.19	19,844.16
				571,911.00	**589,068.33**	**571,911.00**	**9,443.00**	**44,680.00**	**517,788.00**	**533,321.64**							**193,569.88**	**391,957.00**	**585,526.88**	**48,793.91**	**475,657.96**	**36,387.83**	**53,654.22**	**2,711.25**	**3,567.43**	**76,783.53**	**493.92**	**173,598.19**	**649,256.15**
																					(54,903.00)						(20,056.00)	(74,959.00)
																					420,754.96						153,542.19	574,297.15
																					475,617.93						173,701.91	

Notes:

1 This schedule was prepared when the grant application was submitted to DSHS on 05/08/14.

2 A 3% cost of living increase is budgeted from 01/01/15 to 08/31/15. (pending CC approval)

3 2015 fringe benefit rates are used as this is the latest information available at this time.

4 Actual work hours in grant period used which total to 2,088 for FY 15.

5 County Salary Schedule ---------->

6 2015 Fringe Rates ---------->

(Positions / Slots covered by In Part By Program Income Budget)

													Hourly Rate				2014	2015				Fringes				Insurance			
Slot #	Employee #	Employee Name	Position Title	2014 Payroll Salary	2015 Budgetd Salary With 3% COLA	2014 Budgeted Salary	Actual Salary (Prog 005)	Actual Salary (General Fund)	Actual Salary (IMM Progam) (current)	Salary (IMM Progam) (With 3% COLA)	% of Other Sources Funding	% of IMM Grant Funding	Hourly Rate (current)	Hourly Rate With 3%	# of Hours in 2014	# of Hours in 2015	Salary Amount from 09/01/14 - 12/31/14	Salary Amount from 01/01/15 - 08/31/15	Fiscal Year Salary Amount 09/01/14 - 08/31/15	Monthy Salary	IMM Grant Projected Salaries	FICA (7.65%	Retirement (11.28%)	Unemployment (.57%)	Workers Comp (.75%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
0016			Community Service Aide	30,062.00	30,963.86	30,062.00	-	-	30,062.00	30,963.86	-	0.89	14.4529	14.8865	704	1,384	10,174.83	20,602.88	30,777.71	2,564.81	27,392.16	2,095.50	3,089.84	156.14	205.44	5,196.75	33.43	10,777.09	38,169.25
0017			Licensed Vocational Nurse II	41,280.00	42,518.40	41,280.00	-	-	41,280.00	42,518.40	-	0.65	19.8462	20.4415	704	1,384	13,971.69	28,291.09	42,262.78	3,521.90	27,470.81	2,101.52	3,098.71	156.58	206.03	3,795.38	24.41	9,382.63	36,853.44
				71,342.00	**73,482.26**	**71,342.00**	**-**	**-**	**71,342.00**								**24,146.52**	**48,893.97**	**73,040.49**	**6,086.71**	**54,862.97**	**4,197.02**	**6,188.54**	**312.72**	**411.47**	**8,992.13**	**57.84**	**20,159.72**	**75,022.69**

Hidalgo County Local Match:

	Salaries	Fringes	Total
09/1/12 through 12/31/12	131,499.35	39,420.81	170,920.16
01/01/13 through 08/31/13	306,920.05	93,491.34	400,411.39
	438,419.40	**132,912.15**	**571,331.55**

HIDALGO COUNTY
Department Of Budget And Management
2014 SALARY SCHEDULE

5

1293-441-00-340-012-4

IMM DIV LOCAL

Slot #	Obj #	EMPLOYEE NAME	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 Allownaces					ACTUAL TOTAL COMP.
												Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	PATRICIA EVALINE GARCIA	TX VACCINES EDUCATOR	$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
G002	113	CYNTHIA OROZCO	TX VCCNS MANAGER	$38,388.00	$0.00	$38,388.00	0	$0.00	$0.00	$38,388.00	$38,388.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,388.00
0003	113	ARACELY RINCON	OUTREACH SPECIALIST II	$30,062.00	$0.00	$30,062.00	0	$0.00	$0.00	$30,062.00	$30,062.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,062.00
0004	113	ALMA LUGO	OUTREACH SPECIALIST II	$30,233.00	$0.00	$30,233.00	0	$0.00	$0.00	$30,233.00	$30,233.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,233.00
0005	113	IRENE G. VARGAS	OUTREACH SPECIALIST II	$30,233.00	$0.00	$30,233.00	0	$0.00	$0.00	$30,233.00	$30,233.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,233.00
G006	113	MARIA TERESA ALFARO	LICENSED VOCATIONAL NURSE II	$29,062.00	$0.00	$29,062.00	0	$0.00	$0.00	$29,062.00	$29,062.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,062.00
G007	113	PRISCILLA CASTELLANOS	LICENSED VOCATIONAL NURSE II	$29,062.00	$0.00	$29,062.00	0	$0.00	$0.00	$29,062.00	$29,062.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,062.00
G008	113	RODOLFO GONZALEZ JR.	LICENSED VOCATIONAL NURSE II	$29,062.00	$0.00	$29,062.00	0	$0.00	$0.00	$29,062.00	$29,062.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,062.00
G010	113	LINDA CRISTINE MICHELS	COMMUNITY SERVICE AIDE	$28,150.00	$0.00	$28,150.00	0	$0.00	$0.00	$28,150.00	$28,150.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,150.00
G011	113	ADALGISA S. LOPEZ	COMMUNITY SERVICE AIDE	$28,125.00	$0.00	$28,125.00	0	$0.00	$0.00	$28,125.00	$28,125.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,125.00
G012	113		COMMUNITY SERVICE AIDE	$26,307.00	$0.00	$26,307.00	0	$0.00	$0.00	$26,307.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G013	113	FIDELA PALACIOS	COMMUNITY SERVICE AIDE	$28,150.00	$0.00	$28,150.00	0	$0.00	$0.00	$28,150.00	$28,150.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,150.00
0014	113	OLGA L. CRUZ	LICENSED VOCATIONAL NURSE II	$44,796.00	$0.00	$44,796.00	0	$0.00	$0.00	$44,796.00	$44,796.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,796.00
0015	113	DORIS S. CAVAZOS	OUTREACH SPECIALIST II	$30,233.00	$0.00	$30,233.00	0	$0.00	$0.00	$30,233.00	$30,233.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,233.00
0016	113	SANDRA OLIVIA LOPEZ	COMMUNITY SERVICE AIDE	$30,062.00	$0.00	$30,062.00	0	$0.00	$0.00	$30,062.00	$30,062.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,062.00

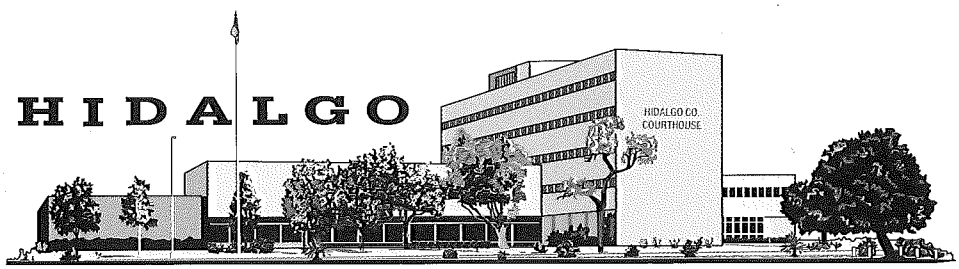
HIDALGO COUNTY
Department Of Budget And Management
2014 SALARY SCHEDULE

1293-441-00-340-012-4

IMM DIV LOCAL

Slot #	Obj #	EMPLOYEE NAME	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 Allownaces					ACTUAL TOTAL COMP.
												Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	
0017	113		LICENSED VOCATIONAL NURSE II	$41,280.00	$0.00	$41,280.00	0	$0.00	$0.00	$41,280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			Total:	$517,788.00	$0.00	$517,788.00		$0.00	$0.00	$517,788.00	$450,201.00	$0.00	$0.00	$0.00	$0.00	$0.00	$450,201.00

COUNTY of HIDALGO



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

EDINBURG, TEXAS 78539

2014 AUG 22 PM 2 48
HIDALGO COUNTY
BUDGET OFFICE

August 22, 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 revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that particular fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court program income in the amount of $110,113.00 to be generated by the Hidalgo County Health & Human Services Department for Immunization Branch-locals FY15 Grant. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

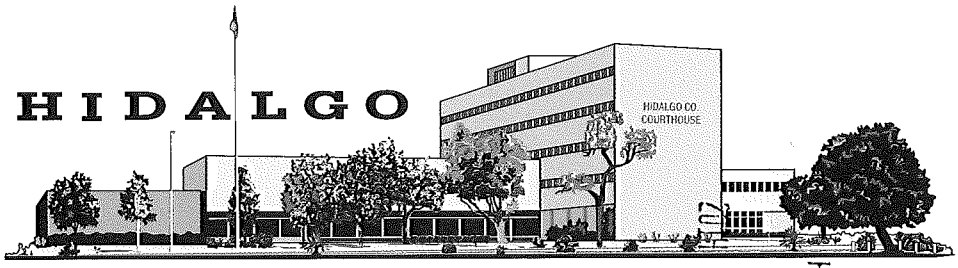
Raymundo Eufracio, CPA
Hidalgo County Auditor

8/21/14
Date

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.

COUNTY of HIDALGO



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EDINBURG, TEXAS 78539

AUG 22 2014
HIDALGO COUNTY
BUDGET OFFICE

August 22, 2014

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of State Health Services (TDSHS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$649,320.00	Award No. 2015-000022-00 Immunization Branch-Locals

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/22/14
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-45836 **Health & Human Services Dept. 11. I.**

CC - REGULAR

Meeting Date: 08/25/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

T.B. Control - State (1293):
1. Requesting approval to accept the Tuberculosis Prevention and Control - State grant contract #2015-001417-00 in the amount of $596,793.00 for the period of 09/01/2014 to 08/31/2015.
2. Requesting approval for County Judge to e-sign the TB/PC - State contract.
3. Requesting approval for County Judge to e-sign the Certification Regarding Lobbying statement.
4. Requesting approval for County Judge to e-sign the Fiscal Federal Funding Accountability and Transparency Act Certification statement.
5. Requesting approval of the Certification of Revenue in the amount of $596,793.00.
6. Requesting approval of the budget appropriation in the amount of $596,793.00 from state funds and in the amount of $119,359.00 from local match.
7. Requesting approval of the Certification of Revenue in the amount of $25,000.00 for program income funds.
8. Requesting approval of the budget appropriation in the amount of $25,000.00 for program income funds.
9. Requesting approval of the salary schedule.

BACKGROUND

05/20/14 - AI-44455 - Approval to submit TB State renewal grant application.

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** 4-1293-441-00-340-008-5-XXX

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

BUDGETARY IMPACT:

Grant Fiscal Year 2015.
County Calendar/ Fiscal Year 2014.
Account Fiscal Year 5.

Required match is 20%; Match was budgeted and appropriated during 2014 budget process.

4-1293-334-10-340-008-5-000 T.B. Control - Revenue
4-1293-391-01-000-100-5-000 Transfers In - General Fund (cash match)
4-1293-345-40-340-008-5-000 T.B. Control - Program Income Revenue

Attachments

Grant Contract
Salary Fringes Budget

SALARY SCHEDULE

Budget appropriation

cor1

cor2

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/05/2014 08:43 AM
Rosalinda Cantu	Rosie Cantu	08/21/2014 11:30 AM
Manuel Chapa	Manuel Chapa	08/21/2014 02:31 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

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

Final Approval Date: 08/21/2014

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2015-001417-00

This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Hidalgo County (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is $596,793.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 09/01/2014 and ends on 08/31/2015. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. Program Name: TB/PC-STATE Tuberculosis Prevention and Control-State

7. Statement of Work:

SECTION 1. STATEMENT OF WORK

A. PROVISION OF SERVICES:

Throughout the Contractor's defined service area, Contractor shall develop and provide services and associated activities to prevent and control tuberculosis in their jurisdiction.

Contractor shall perform activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

Contractor shall provide these services in compliance with the following:

•DSHS Tuberculosis Work Plan, http://www.dshs.state.tx.us/idcu/disease/tb/policies/

DSHS Standards of Performance for the Prevention and Control of Tuberculosis, http://www.dshs.state.tx.us/IDCU/disease/tb/publications/SOP-2014-final.doc;

•DSHS Standards for Public Health Clinic Services, http:// www.dshs.state.tx.us/qmb/dshsstndrds4clinicservs.pdf;

•American Thoracic Society (ATS) and Centers for Disease Control and Prevention (CDC) joint statements on diagnosis, treatment and control of TB, http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm;

•Diagnostic Standards and Classification of Tuberculosis in Adults and Children, (American Journal of Respiratory and Critical Care Medicine), Vol. 161, pp. 1376-1395, 2000) http://ajrccm.atsjournals.org/cgi/content/full/161/4/1376;

•Treatment of Tuberculosis, (ATS/CDC/IDSA), 2003;

•Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000, http://www.cdc.gov/mmwr/PDF/rr/rr4906.pdf;

•Updated: Adverse Event Data and Revised ATS/CDC Recommendations against the Use of Rifampin and Pyrazinamide for Treatment of Latent Tuberculosis Infection – United States, 2003, MMWR 52 (No. 31), http://www.cdc.gov/mmwr/preview/mmwrhtml/mm5231a4.htm;

•Controlling Tuberculosis in the United States, MMWR, Vol. 54, No. RR-12, 2005 at http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5412a1.htm; and

•Guidelines for the Prevention and Treatment of Opportunistic Infections Among HIV-Exposed and HIV-Infected Children, http://www.cdc.gov/mmwr/pdf/rr/rr58e0826.pdf.

Contractor shall comply with all applicable federal and state regulations and statues, including, but not limited to, the following:

•Texas Tuberculosis Code, Health and Safety Code, Chapter 13, subchapter B;

•Communicable Disease Prevention and Control Act, Health and Safety Code, Chapter 81;

•Screening and Treatment for Tuberculosis in Jails and Other Correctional Facilities, Health and Safety Code, Chapter 89;

•Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter A, Control of Communicable Diseases; and

•Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter H, Tuberculosis Screening for Jails and Other Correctional Facilities.

Contractor shall perform all activities under this Program Attachment in accordance with the Tuberculosis and Refugee Health Services Branch, Tuberculosis Work Plan (attached as Exhibit A), and detailed budget as approved by DSHS. Contractor must receive written approval from DSHS before varying from applicable procedures in the final approved work plan, and must update its implementation documentation within forty-eight (48) hours of making approved changes so that staff working on activities under this contract know of the change(s).

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below what is projected in Contractor's total Renewal Program Attachment amount, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

Use of Funds:

Contractor shall demonstrate fiduciary responsibility in administering program funds. Contractor shall provide a match of no less than 20% of the total budget reflected in the Program Attachment. Contractor shall provide match at the required percentage or DSHS may withhold payments, use administrative offsets, or request a refund from Contractor until such time as the required match ratio is met. No federal or other grant funds can be used as part of meeting the match requirement.

Contractor shall not use DSHS funds or matching funds (including in-kind contributions) for:
1. Entertainment; or
2. Sectarian worship, instruction, or proselytization.

However, food and incentives are allowed using DSHS funds, but are not allowed for matching funds (including in-kind contributions).
Contractor shall provide TB services to individuals with suspected or confirmed TB disease including persons identified as a contact to a known case or suspect, refugees and class B immigrants regardless of their ability to pay for services.

Contractor shall:
1. Lapse no more than 5% of the total funded amount of the contract.
2. Maintain and adjust spending plan throughout the contract term to avoid lapsing funds.
3. Maintain staffing levels to meet required activities of the contract and to ensure all funds in personnel category are expended.

Contractor's budget shall include costs to cover required TB trainings and continuing education training.

Contractor's budget shall include costs to cover patient transportation i.e. ambulance services as needed.

B. REPORTING:

Contractor shall provide a complete and accurate Annual Progress Report covering the period from January to December 2014, in the format provided by DSHS, demonstrating compliance with requirements of the Program Attachments during that time period. The report shall include, but not limited to, a detailed analysis of performance related to the performance measures listed below. The Contractor's Annual Progress Report shall not be combined with another Contractor's or health service region's Annual Progress Report. The report is due February 13, 2015, and shall be sent to the TB Reporting Mailbox - TBContractReporting@dshs.state.tx.us. For any individual-level patient data will need to be sent to Public Health Information Network (PHIN). Contractors can mail the Annual Progress Report to their DSHS health service region thereby authorizing them to submit the report on their behalf. If the Contractor sends the report to DSHS health service region, the deadline for submission to TB and Refugee Health Services Branch remains unchanged. Contractor shall maintain documentation used to calculate performance measures as required by General Provisions Article VIII "Records Retention" and by Texas Administrative Code Title 22, Part 9 Chapter 165, §165.1 regarding retention of medical records.

Contractor shall adhere to all reporting requirements documented in the Tuberculosis Work Plan and CDC Tuberculosis Surveillance Data Training Report of Verified Case of Tuberculosis (RVCT) Instruction Manual, http://www.cdc.gov/tb/programs/rvct/InstructionManual.pdf.

C. TRAINING:

Contractor shall provide orientation and training to all employees involved in TB activities including physicians, nurses, contact investigators, outreach workers, case registry staff, receptionists, and other support staff.

Within 90 days of employment, all newly hired employees shall complete required TB training specific to their duties and responsibilities. Refer to the Tuberculosis Work Plan for required trainings for newly hired employees. Each year, employees providing TB services shall receive 16 hours of continuing education or training relevant to their position. Documentation of all training (including the hours, topics, and dates) shall be retained for each employee who delivers TB services and made available upon request by DSHS Tuberculosis and Refugee Health Services Branch and listed in detail in the Accomplishments section of the Annual Progress Report.

Contractor's case registry staff shall attend annual medical records conference and workshop to obtain the latest records management procedures.

D. MEDICATIONS AND SUPPLY INVENTORY MANAGEMENT:

Contractor shall order medications through DSHS-enabled pharmacy ordering system. Contractor shall assure anti-TB medications and supplies purchased with DSHS Tuberculosis and Refugee Health Services Branch funds are used in a prudent manner that contributes to disease control in their service area.

Contractor shall monitor and manage its usage of anti-tuberculosis medications and testing supplies furnished by DSHS in accordance with first-expiring-first-out (FEFO) principles of inventory control to minimize waste for those products with expiration dates and set maximum stock levels at a two (2) month supply for first-line drugs, one (1) month supply for second-line drugs, and based on number of patients

receiving treatment. Contractor shall obtain approval from the TB and Refugee Health Services Branch prior to ordering Priftin. In addition, a TB expert physician consultation and approval from the TB and Refugee Health Services Branch shall be obtained by the contractor before second-line injectables, as well as Moxifloxin, Levoquin, and Linezolid can be dispensed by the DSHS Pharmacy Services Branch. Contractor shall only provide Purified Protein Derivative (PPD) and syringes for TB skin testing to Texas Health and Safety Code, Chapter 89 correctional facilities.

No later than the seventh (7) working day of every month, the Contractor shall perform a physical count of its inventory of anti-tuberculosis medications and tuberculosis testing supplies furnished by DSHS, as well as acknowledge receipt of inventory, record in the Inventory Tracking Electronic and Asset Management System (ITEAMS) the number of doses administered to patients, doses wasted or expired, and appropriately reconcile the quantities by product and lot number. Failure to reconcile in ITEAMS may prohibit release of medications and supplies. Products that have not been used in six (6) months or will not be used in six (6) months shall be returned to DSHS Pharmacy as soon as possible and recorded in ITEAMS. Contractor shall assure that medications are stored properly and securely, in accordance with manufacturer's instructions.

SECTION II. PERFORMANCE MEASURES:
The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Contract, without waiving the enforceability of any of the other terms of the Contract or any other method of determining compliance:

1. Cases, and suspected cases, of TB under treatment by Contractor shall be placed on timely and appropriate Directly Observed Therapy (DOT).

For FY15 reporting, data will cover all cases from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 90% is required.

If data indicates a compliance percentage for this Performance Measure of less than 90%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

2. Newly diagnosed TB cases that are eligible* to complete treatment within 12 months shall complete therapy within 365 days or less.

*Exclude TB cases 1) diagnosed at death, 2) who die during therapy, 3) who are resistant to Rifampin, 4) who have meningeal disease, and/or 5) who are younger than 15 years with either miliary disease or a positive blood culture for TB.

For FY15 reporting, data will cover all cases from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 86% is required.

If data indicates a compliance percentage for this Performance Measure of less than 86%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

3. TB cases with initial cultures positive for Mycobacterium tuberculosis complex shall be tested for drug susceptibility and have those results documented in their medical record.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 97.6% is required.

If data indicates a compliance percentage for this Performance Measure of less than 97.6%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

4. Newly-reported cases of TB with Acid-fast Bacillis (AFB) positive sputum culture results will have documented conversion to sputum culture-negative within 60 days of initiation of treatment.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 46% is required.

If data indicates a compliance percentage for this Performance Measure of less than 46%, then DSHS may (at its sole discretion) require additional measures be taken by contractor to improve the percentage, on a timeline set by DSHS;

5.Newly-reported TB cases shall have an HIV test performed (unless they are known HIV-positive, or if the patient refuses) and shall have positive or negative HIV test results reported to DSHS according to the reporting schedule provided in Section 1, B herein.

For FY15 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 82% is required.

If fewer than 82% of newly reported TB cases have a result of an HIV test reported, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

6. Newly-reported suspected cases of TB disease shall be started in timely manner on the recommended initial 4-drug regimen.

For FY15 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 93.4% is required.

If fewer than 93.4% of newly-reported TB cases are started on an initial 4-drug regimen in accordance with this requirement, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

7. Newly-reported TB patients with a positive AFB sputum-smear result shall have at least three contacts identified as part of the contact investigation that must be pursued for each case.

For FY15 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 90% is required.

If data indicates a compliance percentage for this Performance Measure of less than 90%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

8. Newly-identified contacts, identified through the contact investigation, that are associated with a sputum

AFB smear-positive TB case shall be evaluated for TB infection and disease.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 82% is required.

If data indicates a compliance percentage for this Performance Measure of less than 82%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

9. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case and that are newly diagnosed with latent TB infection (LTBI) shall be started on timely and appropriate treatment.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 67.5% is required.

If data indicates a compliance percentage for this Performance Measure of less than 67.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

10. Contacts, identified through the contact investigation, that are associated with a sputum AFB smear-positive case that are newly diagnosed with LTBI and that were started on treatment shall complete treatment for LTBI as described in Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000, and according to the timelines given, therein.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 47.5% is required.

If data indicates a compliance percentage for this Performance Measure of less than 47.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

11. Newly-reported TB patients that are older than 12-years-old and that have a pleural or respiratory site of disease shall have sputum AFB-culture results reported to DSHS according to the timelines for reporting initial and updated results given herein.

For FY15 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 90.5% is required.

If data indicates a compliance percentage for this Performance Measure of less than 90.5%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

12. Increase the proportion of culture-confirmed TB cases with a genotyping result reported.

For FY15 reporting, data will be drawn from calendar year 2014 (1/1/2014 -12/31/2014). A compliance percentage of not less than 94.2% is required.

If data indicates a compliance percentage for this Performance Measure of less than 94.2%, then DSHS

may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

13. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB, increase the proportion who initiate medical evaluation within 90 days of arrival.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 56% is required.

Measure of less than 56%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;14. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB and who are diagnosed with latent TB infection (LTBI during evaluation in the US, increase the proportion who start treatment.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 66% is required.

Measure of less than 66%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS;

15. For Class B immigrants and refugees with abnormal chest x-rays read overseas as consistent with TB and who are diagnosed with latent TB infection (LTBI during evaluation in the US and started on treatment, increase the proportion who complete LTBI treatment.

For FY15 reporting, data will be drawn from calendar year 2013 (1/1/2013 -12/31/2013). A compliance percentage of not less than 67% is required.

Measure of less than 67%, then DSHS may (at its sole discretion) require additional measures be taken by Contractor to improve that percentage, on a timeline set by DSHS; and

16. All reporting to DSHS shall be completed as described in Section I, B Reporting and submitted by the deadlines given.

If Contractor fails to meet any of the performance measures, Contractor shall furnish in the narrative report, due February 13, 2015, a written explanation including a plan (with schedule) to meet those measures. This requirement does not excuse any violation of this Contract, nor does it limit DSHS as to any options available under the contract regarding breach.

BILLING INSTRUCTIONS:
Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.
Claims Processing Unit, MC 1940
Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, Texas 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing

Unit is (512) 776-7442. The email address is invoices@dshs.state.tx.us.

8. Service Area

Hidalgo County

This section intentionally left blank.

10. Procurement method:

Non-Competitive | Interagency/Interlocal

GST-2012-Solicitation-00061 | FY14 TB State

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 08/31/2015

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

State

14. DUNS Number:

103110834

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Annual Report	Annually	January 1, 2014	December 31, 2014	February 13, 2015
Financial Status Rep	Quarterly	September 1, 2014	November 30, 2014	December 31, 201
Financial Status Rep	Quarterly	December 1, 2014	February 28, 2015	March 31, 2015
Financial Status Rep	Quarterly	March 1, 2015	May 31, 2015	June 30, 2015
Financial Status Rep	Quarterly	June 1, 2015	August 31, 2015	October 15, 2015

Submission Instructions:

Annual Report: Submit program reports to the TB Reporting Mailbox - TBContractReporting@dshs.state.tx.us.

Financial Status Reports:
Claims Processing Unit, MC1940
Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

The fax number is (512) 776-7442. The email address is invoices@dshs.state.tx.us

16. Special Provisions

General Provisions Article VIII Confidentiality, Section 8.03, Exchange of client-identifying information, is revised to include the following:
Neither Contractor, nor any subcontractor, shall transfer a client or patient record through any means, including electronically, to another entity or person, or subcontractor without written consent from the client or patient, or someone authorized to act on his or her behalf; however, DSHS may require Contractor, or any subcontractor, to timely transfer a client or patient record to DSHS if the transfer is necessary to protect either the confidentiality of the record or the health and welfare of the client or patient, or is otherwise provided by law.
DSHS shall have timely access to a client or patient record in the possession of Contractor, or any subcontractor, under authority of the Texas Health and Safety Code, Chapters 81 and 85, and the Medical Practice Act, Texas Occupations Code, Chapter 159. In such cases, DSHS shall keep confidential any information obtained from the client or patient record, as required by the Texas Health and Safety Code, Chapter 81, and Texas Occupations Code, Chapter 159.

General Provisions, Article IV. Funding, Section 4.06 Nonsupplanting, is revised to include the following:
Funding from this Contract shall not be used to supplant (i.e., used in place of funds dedicated, appropriated or expended for activities funded through this Contract) state or local funds, but Contractor shall use such funds to increase state or local funds currently available for a particular activity. Contractor shall maintain local funding at a sufficient rate to support the local program. If the total cost of the project is greater than DSHS' share set out in SECTION VII. BUDGET, Contractor shall supply funds for the remaining costs in order to accomplish the objectives set forth in this Contract.
All revenues directly generated by this Contract or earned as a result of this Contract during the term of this Contract are considered program income; including income generated through Medicaid billings for TB related clinic services. Contractor may use the program income to further the scope of work detailed in this Contract, and must keep documentation to demonstrate such to DSHS's satisfaction. This program income may not be used to take the place of existing local, state, or federal program funds.

General Provisions, Article XV. General Terms, Section 15.15 Amendment, is amended to include the following:
Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least ninety (90) days prior to the end of the term of this Program Attachment.

17. Documents Forming Contract. The Contract consists of the following:

a. Contract (this document)	2015-001417-00
b. General Provisions	Subrecipient General Provisions
c. Attachments	Budgets
d. Declarations	Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
e. Exhibits	

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name:	Hidalgo County
Vendor Identification Number:	17460007176

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

Department of State Health Services	**Hidalgo County**
By: Signature of Authorized Official	By: Signature of Authorized Official
Date	Date
Name and Title 1100 West 49th Street Address Austin, TX 787-4204 City, State, Zip	Name and Title Address City, State, Zip
Telephone Number	Telephone Number
E-mail Address	E-mail Address

Budget Summary

Organization Name: Hidalgo County Program ID: TB/PC-STATE

Contract Number: 2015-001417-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	$439,564.00	$87,740.00	$0.00	$527,304.00
Fringe Benefits	$156,880.00	$31,314.00	$0.00	$188,194.00
Travel	$0.00	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00	$0.00
Supplies	$349.00	$305.00	$0.00	$654.00
Contractual	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00	$0.00
Total Direct Costs	$596,793.00	$119,359.00	$0.00	$716,152.00
Indirect Costs	$0.00	$0.00	$0.00	$0.00
Totals	$596,793.00	$119,359.00	$0.00	$716,152.00

TEXAS Department of State Health Services

CMPS Contract Management and Procurement System

FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Organization Name	Hidalgo County				
Address	1304 S 25th St				
City	Edinburg	State	Texas	Zip Code (9 digit)	78539
Payee Name	Hidalgo County				
Address	Hidalgo County Treasurer 2810 S Business 281				
City	Edinburg	State	TX	Zip Code (9 digit)	78539-6243
Vendor identification No.		17460007176		MailCode	060
Payee DUNS No. *		103110834			

1. Did your organization have a gross income, from all sources, of more than $300,000 in your previous tax year? *

(●) Yes ( ) No

2. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

( ) Yes (●) No

3. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

(●) Yes ( ) No

Identify contact persons for FFATA Correspondence. *

FFATA Contact Person #1

Name*	Ramon Garcia
Email*	ramon.garcia@co.hidalgo.tx.us
Telephone*	(956) 318-2600

FFATA Contact Person #2

Name*	Ray Eufracio CPA

Email*	ray.eufracio@auditor.co.hidalgo.tx.us
Telephone*	(956) 318-2511

☐ As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

E-Signature Date

Navigation Links

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	General Provisions			
	Contract Print			

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CERTIFICATION REGARDING LOBBYING

Organization Name: Hidalgo County
Contract Number: 2015-001417-00

For contracts greater than $100,000, this attachment is applicable and must be signed as part of the contract agreement.

CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her 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 an 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, 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 federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, “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 subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

○ Applicable ○ Non-Applicable

Signature of Authorized Individual Date:

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TB CONTROL FY 15 (STATE)
Grant Application
Salary Budget
09/01/2014 - 08/31/2015
For Budget Purposes Only

T.B. Control FY 15 (program 008)

											Hourly Rate				2014	2015				Fringes				Insurance			
Slot #	Position Title	2014 Payroll Salary	2015 Budgetd Salary With 3% COLA	2014 Budgeted Salary	Actual Salary (Prog 005)	Actual Salary (General Fund)	Actual Salary (TB Progam) (current)	Salary (TB Progam) (With 3% COLA)	% of Other Sources Funding	% of TB Grant Funding	Hourly Rate (current)	Hourly Rate With 3%	# of Hours in 2014	# of Hours in 2015	Salary Amount from 09/01/14 - 12/31/14	Salary Amount from 01/01/15 - 08/31/15	Fiscal Year Salary Amount 09/01/14 - 08/31/15	Monlty Salary	TB Grant Projected Salaries	FICA (7.65%	Retirement (11.28%)	Unemployment (.57%)	Workers Comp (.75%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
G001	Licensed Vocational Nurse III	48,149.00	49,593.47	48,149.00	1,819.00	9,953.00	36,377.00	37,468.31	0.24	0.76	23.1486	23.8430	704	1,384	16,296.58	32,998.73	49,295.32	4,107.94	37,464.44	2,866.03	4,225.99	213.55	280.98	4,437.68	28.55	12,052.78	49,517.22
G002	Outreach Specialist I	27,015.00	27,825.45	27,015.00	1,201.00	1,782.00	24,032.00	24,752.96	0.11	0.89	12.9880	13.3776	704	1,384	9,143.54	18,514.63	27,658.16	2,304.85	24,615.77	1,883.11	2,776.66	140.31	184.62	5,196.75	33.43	10,214.87	34,830.64
G003	Outreach Specialist I	27,016.00	27,826.48	27,016.00	-	-	27,016.00	27,826.48	0.14	0.86	12.9885	13.3781	704	1,384	9,143.88	18,515.31	27,659.19	2,304.93	23,786.90	1,819.70	2,683.16	135.59	178.40	5,021.58	32.30	9,870.73	33,657.63
G004	Billing Specialist II	24,912.00	25,659.36	24,912.00	-	-	24,912.00	25,659.36	-	1.00	11.9769	12.3362	704	1,384	8,431.75	17,073.34	25,505.10	2,125.42	25,505.10	1,951.14	2,876.98	145.38	191.29	5,839.05	37.56	11,041.39	36,546.49
G005	Billing Specialist II	24,912.00	25,659.36	24,912.00	-	-	24,912.00	25,659.36	-	1.00	11.9769	12.3362	704	1,384	8,431.75	17,073.34	25,505.10	2,125.42	25,505.10	1,951.14	2,876.98	145.38	191.29	5,839.05	37.56	11,041.39	36,546.49
G006	TB Program Manager	70,748.00	72,870.44	70,748.00	-	-	70,748.00	72,870.44	-	1.00	34.0135	35.0339	704	1,384	23,945.48	48,486.87	72,432.35	6,036.03	72,432.35	5,541.07	8,170.37	412.86	543.24	5,839.05	37.56	20,544.16	92,976.51
G008	TB Registered Nurse	60,655.00	62,474.65	60,655.00	-	-	60,655.00	62,474.65	-	1.00	29.1611	30.0359	704	1,384	20,529.38	41,569.67	62,099.06	5,174.92	62,099.06	4,750.58	7,004.77	353.96	465.74	5,839.05	37.56	18,451.67	80,550.73
G009	Clerk III	26,330.00	27,119.90	26,330.00	-	-	26,330.00	27,119.90	-	1.00	12.6587	13.0384	704	1,384	8,911.69	18,045.16	26,956.86	2,246.40	26,956.86	2,062.20	3,040.73	153.65	202.18	5,839.05	37.56	11,335.37	38,292.23
G010	Limited Medical Radiologic Technologist	35,391.00	36,452.73	35,391.00	-	-	35,391.00	36,452.73	-	1.00	17.0149	17.5254	704	1,384	11,978.49	24,255.09	36,233.58	3,019.46	36,233.58	2,771.87	4,087.15	206.53	271.75	5,839.05	37.56	13,213.91	49,447.49
G011	Licensed Vocational Nurse III	48,149.00	49,593.47	48,149.00	-	-	48,149.00	49,593.47	-	1.00	23.1486	23.8430	704	1,384	16,296.58	32,998.73	49,295.32	4,107.94	49,295.32	3,771.09	5,560.51	280.98	369.71	5,839.05	37.56	15,858.91	65,154.23
G012	Clerk III	24,720.00	25,461.60	24,720.00			24,720.00	25,461.60		1.00	11.8846	12.2412	704	1,384	8,366.77	16,941.76	25,308.53	2,109.04	25,308.53	1,936.10	2,854.80	144.26	189.81	5,839.05	37.56	11,001.59	36,310.12
G013	TB Outreach Worker / Medical Assistant	29,656.00	30,545.68	29,656.00	-	-	29,656.00	30,545.68	-	1.00	14.2577	14.6854	704	1,384	10,037.42	20,324.63	30,362.04	2,530.17	30,362.04	2,322.70	3,424.84	173.06	227.72	5,839.05	37.56	12,024.92	42,386.96
		447,653.00	**461,082.59**	**447,653.00**	**3,020.00**	**11,735.00**	**432,898.00**	**445,884.94**							**151,513.32**	**306,797.26**	**458,310.58**	**38,192.52**	**439,565.05**	**33,626.73**	**49,582.94**	**2,505.52**	**3,296.74**	**67,207.46**	**432.32**	**156,651.70**	**596,216.75**

Notes:

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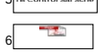
6 

Prepared by Mike Escaname
HCHHSD
05/12/14

					Local Match						Hourly Rate				2014	2015	Local Match			Local Match Fringes							
																				Fringes				Insurance			
Slot #	Position Title	2014 Payroll Salary	2015 Budgetd Salary With 3% COLA	2014 Budgeted Salary	Actual Salary (Prog 005)	Actual Salary (General Fund)	Actual Salary (TB Progam) (current)	Salary (TB Progam) (With 3% COLA)	% of Other Sources Funding	% of TB Grant Funding	Hourly Rate (current)	Hourly Rate With 3%	# of Hours in 2014	# of Hours in 2015	Salary Amount from 09/01/14 - 12/31/14	Salary Amount from 01/01/15 - 08/31/15	Fiscal Year Salary Amount 09/01/14 - 08/31/15	Monlty Salary	TB Grant Projected Salaries	FICA (7.65%	Retirement (11.28%)	Unemployment (.57%)	Workers Comp (.75%)	Health Ins.	Life Ins.	Local Match Projected Fringes	Local Match Projected Total Salaries & Fringes
G001	Licensed Vocational Nurse III	48,149.00	49,593.47	48,149.00	1,819.00	9,953.00	36,377.00	37,468.31	0.24	0.76	23.1486	23.8430	704	1,384	16,296.58	32,998.73	49,295.32	4,107.94	37,464.44	900.56	1,327.88	67.10	88.29	1,427.60	9.18	3,820.61	15,592.61
G002	Outreach Specialist I	27,015.00	27,825.45	27,015.00	1,201.00	1,782.00	24,032.00	24,752.96	0.11	0.89	12.9880	13.3776	704	1,384	9,143.54	18,514.63	27,658.16	2,304.85	24,615.77	228.20	336.48	17.00	22.37	644.75	4.15	1,252.96	4,235.96
0125	Registered Nurse V	65,507.00	67,472.21	65,507.00	1,824.00	63,683.00	-	-	0.75	-	31.4938	32.4386	2,088	0	49,319.21	-	49,319.21	5,458.92	-	3,772.92	5,563.21	281.12	369.89	4,379.29	28.17	14,394.60	63,713.81
0029	TB Record Manager	39,560.00	40,746.80	39,560.00	-	39,560.00	-	-	0.67	-	19.0192	19.5898	2,088		26,607.14	-	26,607.14	3,296.67	-	2,035.45	3,001.29	151.66	199.55	3,912.16	25.17	9,325.28	35,932.42
			-					-																			
			-					-																			
		180,231.00	**185,637.93**	**180,231.00**	**4,844.00**	**114,978.00**	**60,409.00**								**101,366.48**	**51,513.36**	**152,879.84**	**15,168.38**	**62,080.21**	**6,937.12**	**10,228.86**	**516.88**	**680.11**	**10,363.80**	**66.67**	**28,793.44**	**119,474.80**

90,681.36
28,793.44
119,474.80

Prepared by Mike Escaname
HCHHSD
05/12/14

HIDALGO COUNTY
Department Of Budget And Management
2014 SALARY SCHEDULE

5

1293-441-00-340-008-4

T.B. CONTROL

Slot #	Obj #	EMPLOYEE NAME	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 Allownaces					ACTUAL TOTAL COMP.
												Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	
G001	113	PEDRO LEONARDO OROZCO	LICENSED VOCATIONAL NURSE III	$36,377.00	$0.00	$36,377.00	0	$0.00	$0.00	$36,377.00	$36,377.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,377.00
G002	113	SYLVIA PATRICIA LOZANO	OUTREACH SPECIALIST I	$24,032.00	$0.00	$24,032.00	0	$0.00	$0.00	$24,032.00	$24,032.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,032.00
G003	113	RUBEN MARTINEZ	OUTREACH SPECIALIST I	$27,016.00	$0.00	$27,016.00	0	$0.00	$0.00	$27,016.00	$27,016.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,016.00
G004	113	ELIZABETH MONJARAS	BILLING SPECIALIST II	$24,912.00	$0.00	$24,912.00	0	$0.00	$0.00	$24,912.00	$24,912.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,912.00
G005	113	AIDE ADRIANA CASTILLO	BILLING SPECIALIST II	$24,912.00	$0.00	$24,912.00	0	$0.00	$0.00	$24,912.00	$24,912.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,912.00
G006	113	GLORIA ESTELLA SALINAS	TB PROGRAM MANAGER	$70,748.00	$0.00	$70,748.00	0	$0.00	$0.00	$70,748.00	$70,748.00	$0.00	$0.00	$0.00	$0.00	$0.00	$70,748.00
G008	113	NANCY VALDEZ	TB REGISTERED NURSE	$60,655.00	$0.00	$60,655.00	0	$0.00	$0.00	$60,655.00	$60,655.00	$0.00	$0.00	$0.00	$0.00	$0.00	$60,655.00
G009	113	ZOILA J. PEÑA	CLERK III	$26,330.00	$0.00	$26,330.00	0	$0.00	$0.00	$26,330.00	$26,330.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,330.00
G010	113	ALMA DELIA DE LA LLANA	LIMITED MEDICAL RADIOLOGIC	$35,391.00	$0.00	$35,391.00	0	$0.00	$0.00	$35,391.00	$35,391.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,391.00
G011	113	MARIA B. BALDERAS	LICENSED VOCATIONAL NURSE III	$48,149.00	$0.00	$48,149.00	0	$0.00	$0.00	$48,149.00	$48,149.00	$0.00	$0.00	$0.00	$0.00	$0.00	$48,149.00
G012	113	MINERVA ELIZABETH BALDERAS	CLERK III	$26,014.00	$0.00	$26,014.00	0	$0.00	$0.00	$26,014.00	$24,720.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,720.00
G013	113	JOSE FRANCISCO GUTIERREZ	TB OUTREACH WORKER/MEDICAL ASSISTANT	$29,656.00	$0.00	$29,656.00	0	$0.00	$0.00	$29,656.00	$29,656.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,656.00
			Total:	$434,192.00	$0.00	$434,192.00		$0.00	$0.00	$434,192.00	$432,898.00	$0.00	$0.00	$0.00	$0.00	$0.00	$432,898.00

DATE: September 01, 2014

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 4-1293-441-00-340-008-5-XXX T. B. Control

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
4-1293-441-00-340-008-5-113	T.B. Control - Reg F/T Employees	$ 527,304.00
Fringes		
4-1293-441-00-340-008-5-211	T.B. Control - Health Insurance	$ 80,906.00
4-1293-441-00-340-008-5-212	T.B. Control - Life Insurance	$ 505.00
4-1293-441-00-340-008-5-220	T.B. Control - FICA	$ 40,340.00
4-1293-441-00-340-008-5-230	T.B. Control - Retirement	$ 59,480.00
4-1293-441-00-340-008-5-250	T.B. Control - Unemployment Comp	$ 3,007.00
4-1293-441-00-340-008-5-260	T.B. Control - Workers Comp	$ 3,956.00
Travel		
Supplies		
4-1293-441-00-340-008-5-601	T.B. Control - Office & Computer Supplies	$ 654.00
	TOTAL APPROPRIATION	$ 716,152.00
4-1293-334-10-340-008-5-000	T.B. Control - Revenue	$ 596,793.00
4-1293-391-01-000-100-5-000	Transfers In - General Fund (**DO NOT POST**)	$ 119,359.00
4-1100-491-01-000-293-5-891	Transfers Out - Health Grants (**DO NOT POST**)	$ 119,359.00
	TOTAL APPROPRIATION	$ 716,152.00

REASON: To appropriate the T.B. Control grant award for FY 15.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

DATE: September 1, 2014

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 4-1293-441-00-340-008-5-XXX T.B. Control (State) Program Income

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

Honorable Commissioner's Court of Hidalgo County:

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

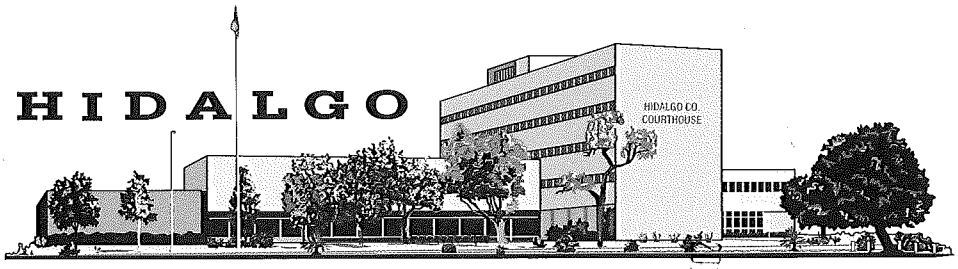
INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Supplies		
4-1293-441-00-340-008-5-601	T.B. Control - Office & Comp Supplies	$ 6,000.00
4-1293-441-00-340-008-5-604	T.B. Control - Medical & Laboratory Supplies	$ 6,000.00
4-1293-441-00-340-008-5-607	T.B. Control - Household & Janitorial Supplies	$ 7,000.00
4-1293-441-00-340-008-5-619	T.B. Control - Other Miscellaneous Supplies	$ 1,000.00
4-1293-441-00-340-008-5-661	T.B. Control - Minor Office Furniture & Equipment	$ 5,000.00
	TOTAL APPROPRIATION	$ 25,000.00
4-1293-345-40-340-008-5-000	T.B. Control - Program Income Revenue	$ 25,000.00
	TOTAL APPROPRIATION	$ 25,000.00

REASON: To appropriate the program income funds for the T.B. Control program for FY 15.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

COUNTY of HIDALGO



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

EDINBURG, TEXAS 78539

HIDALGO COUNTY
BUDGET OFFICE
RECD AUG 22 PM 2:15

August 22, 2014

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of State Health Services (TDSHS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$596,793.00	Award No. 2015-001417-00 TB/PC Tuberculosis Prevention and Control-State

CERTIFIED BY:

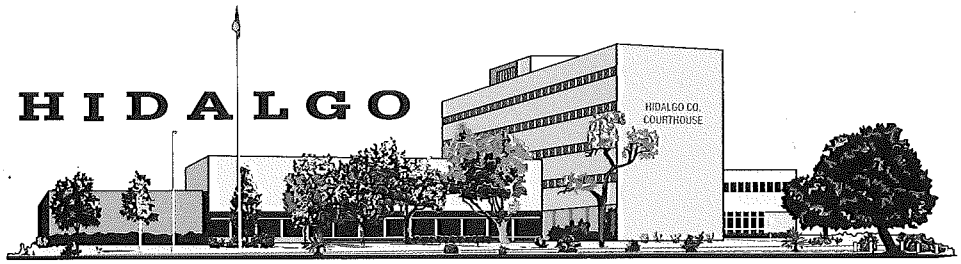
Raymundo Eufracio, CPA
Hidalgo County Auditor

8/21/14
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.

COUNTY of HIDALGO



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EDINBURG, TEXAS 78539

2014 AUG 22 PM 2 48
HIDALGO COUNTY
BUDGET OFFICE

August 22, 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 revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that particular fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court program income in the amount of $25,000.00 to be generated by the Hidalgo County Health & Human Services Department for the Tuberculosis Prevention and Control FY15 Grant. 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

8/21/14
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-45800 **Health & Human Services Dept. 11. J.**

CC - REGULAR

Meeting Date: 08/25/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

PRENATAL (1293):
1. Requesting approval to accept the Department of State Health Services Title V - Prenatal grant contract #2015-046009-001 in the amount of $144,029.00 for the period of 09/01/2014 to 08/31/2015.
2. Requesting approval for County Judge to sign the DSHS Title V - Prenatal contract.
3. Requesting approval for County Judge to sign the Fiscal Federal Funding Accountability and Transparency Act Certification statement.
4. Requesting approval for County Judge to sign the Disclosure of Ownership and Control Interest statement.
5. Requesting approval for County Judge to sign the Certification Regarding Lobbying statement.
6. Requesting approval of the Certification of Revenue in the amount of $144,029.00.
7. Requesting approval of the budget appropriation in the amount of $144,029.00.
8. Requesting approval of the salary schedule.

BACKGROUND

06/30/14 - AI-45165 - Approval to submit application for FY 15 Prenatal grant funds.

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** 4-1293-441-00-340-052-5-XXX

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

BUDGETARY IMPACT:

Grant Fiscal Year 2015.
County Calendar/ Fiscal Year 2014.
Account Fiscal Year 5.

No local match required.

Appropriation in the amount of $144,029

Revenue account: 4-1293-331-12-340-052-5-000 Prenatal - Grant Revenue

Attachments

Grant Contract
Salary Fringes Budget
Budget appropriation
SALARY SCHEDULE
cor

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/01/2014 03:30 PM
Manuel Chapa	Manuel Chapa	08/04/2014 10:30 AM
Rosalinda Cantu	Rosie Cantu	08/21/2014 10:57 AM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Mike Escaname Started On: 08/01/2014 10:27 AM

Final Approval Date: 08/21/2014

From: "Michael Leo" <michael.leo@co.hidalgo.tx.us>
To: "Mike Escaname" <miguel.escaname@hchd.org>
Subject: Fwd: Hidalgo Co HHS Dept 2015-046009-001 TV-Prenatal Contract
Date: 7/31/2014 11:18:11 AM

Is your office taking care of this?

Michael Leo
Executive Assistant III
Office of Hidalgo County Judge Ramon Garcia
302 W. University Dr., Edinburg, TX 78539
Ph: (956) 318-2600
Fx: (956) 318-2699

From: "Marguerite StGermain (HHSC)" <Marguerite.StGermain@hhsc.state.tx.us>
To: "ramon garcia" <ramon.garcia@co.hidalgo.tx.us>, "eddie olivarez" <eddie.olivarez@hchd.org>, "ray eufracio" <ray.eufracio@auditors.co.hidalgo.tx.us>
Cc: "William Walk (HHSC)" <William.Walk@hhsc.state.tx.us>, "Deserie Burrell (DSHS)" <Deserie.Burrell@dshs.state.tx.us>
Sent: Friday, July 25, 2014 10:43:05 AM
Subject: Hidalgo Co HHS Dept 2015-046009-001 TV-Prenatal Contract

Hello Contractor,

Attached are documents containing your Department of State Health Services (DSHS) contract. Please print two copies of each document, in the order they appear in this email, sign and return two copies to this unit as soon as possible. Attached is also the Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification form that need to be completed. Additional information regarding this federal requirement is available on the DSHS website at http://www.dshs.state.tx.us/grants/ .

To expedite contract execution, ensure that all forms are completed and signed and mailed via overnight to the physical address below. Your contract will be signed by DSHS and returned to your agency.

Changes made to any portion of the contract document (s) are considered a counter-offer and are not valid without DSHS written concurrence.

DSHS will not pay for reimbursements submitted/postmarked more than 45 days after the end of the contract term. Additional information regarding this policy is available on the DSHS website at

http://www.dshs.state.tx.us.

NOTE: Return both copies of the contract in their entirety to one of the two addresses below. Contracts returned to any other address may result in contract delays.

Physical Address for Overnight Mail	**Mailing Address for Regular Mail**
Procurement and Contracting Services MC 2020 Attn: Marguerite St.Germain Health and Human Services Commission 4405 N Lamar Blvd Austin, TX 78756	Procurement and Contracting Services MC 2020 Attn: Marguerite St.Germain Health and Human Services Commission 4405 N Lamar Blvd Austin, TX 78714- 9347

Please reference the DSHS contract number in all future correspondence.

If you have questions, contact Marguerite St.Germain at (512) 206-4791 or via email at marguerite.stgermain@hhsc.state.tx.us.

MARGUERITE ST.GERMAIN

Contract Specialist

Procurement and Contracting Services

Health and Human Services Commission

PCS Customer Service: CST_HHSC@hhsc.state.tx.us

Tel 512-206-4791

Email: marguerite.stgermain@hhsc.state.tx.us

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2015-046009 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $144,029.00, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 09/01/2014 and ends on 08/31/2015. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

a. Core Contract (this document)
b. Program Attachments:

2015-046009-001 CHS - TITLE V - PRENATAL SERVICES

c. General Provisions (Sub-recipient)
d. Solicitation Document(s), and
e. Contractor's response(s) to the Solicitation Document(s).
f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HIDALGO COUNTY
Address: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281
EDINBURG, TX 78539-6243
Vendor Identification Number: 17460007176060

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES	HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
By:_____ Signature of Authorized Official	By:_____ Signature
_____ Date	08/26/14 Date
Evelyn Delgado	Ramon Garcia, Hidalgo County Judge Printed Name and Title
Assistant Commissioner for Family and Community Health Services	302 W. University Dr. Address
1100 WEST 49TH STREET AUSTIN, TEXAS 78756	Edinburg, TX 78539 City, State, Zip
512.776.7321	(956) 318-2600 Telephone Number
Evelyn.Delgado@dshs.state.tx.us	ramon.garcia@co.hidalgo.tx.us E-mail Address for Official Correspondence

CONTRACT NO.2015-046009
PROGRAM ATTACHMENT NO.001
PURCHASE ORDER NO.0000406090

CONTRACTOR: HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

DSHS PROGRAM: CHS - TITLE V - PRENATAL SERVICES

TERM: 09/01/2014 THRU: 08/31/2015

SECTION I. STATEMENT OF WORK:

Contractor shall provide or assure the provision of prenatal medical and prenatal dental services that include screening and eligibility determination, direct clinical and/or dental services, laboratory services, Title V Children and Pregnant Women (Title V CPW) case management, and appropriate referrals as necessary. Contractor shall provide services approved in the Contractor's application or shall have an established referral relationship with a qualified provider of each approved service, which it does not provide.

Contractor shall participate in the DSHS-selected data and billing web-based system (integrated Business Information System [IBIS]) to collect and process prenatal medical and prenatal dental data, financial billings, and reports when it goes live. Contractor agrees to submit data and billing within 30 days of services according to the business requirements of the web-based system and as specified in the current DSHS Policies and Procedures Manual for Title V Maternal and Child Health Fee-for-Service for Child Health, Dental and Prenatal

Contractor shall comply with all applicable federal and state laws, rules, regulations, standards and guidelines in effect on the beginning date of this Program Attachment unless amended, including but not limited to:

- Title V of the Social Security Act, 42 USC § 701, *et seq.*

The following documents are incorporated by reference and made a part of this Program Attachment. These include:

- DSHS FY15 Title V Fee-for-Service Prenatal Medical and Prenatal Dental Renewal Application;
- Contractor's Response to DSHS' FY15 Title V Fee-for-Service Prenatal Medical and Prenatal Dental Renewal Application;
- DSHS FY14 Competitive Request for Proposal (RFP) for Title V Fee for Services Contracts - Child Health, Child Dental, Prenatal Services, and Prenatal Dental Services;
- Contractor's Response to FY14 Competitive RFP Title V Fee for Services Contracts - Child Health, Child Dental, Prenatal Medical and Prenatal Dental Services, and any revisions;

- Current Policies and Procedures Manual for Title V Maternal and Child Health Fee for Service for Child Health, Dental, and Prenatal;
- DSHS *Department of State Health Services Standards for Public Health Clinic Services*, revised August 2004, or latest revision;
- DSHS Core Tool On-Site Evaluation Report, revised for 2014, or latest revision, and Core Tool Monitoring Instructions, FY2014; or latest revision; and,
- DSHS Title V Maternal and Child On-site Evaluation Report, revised for 2014, or latest revision, and Title V Tool Monitoring Instructions, FY2014; or latest revision.

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), Contractor shall inform DSHS Program, in writing, if it shall not continue performance under this Program Attachment in compliance with the amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

All activities must be performed in accordance with Contractor's final approved work plan.

DSHS Health Service Regional Director or designee, as coordinator of regional services, will assist DSHS staff in providing direction to Contractor. DSHS personnel may, from time to time, provide technical assistance and training to Contractor. Contractor shall cooperate with DSHS staff to attain the goals of policy application, coordinated services, and quality assurance.

Eligible Population:

To be eligible for Title V Prenatal Medical and Prenatal Dental Services, an individual must be:

- A pregnant female;
- A Texas resident;
- In financial need based on a gross family income at or below 185% of the most recent Federal Poverty Level; and
- Ineligible for other programs/benefits providing the same services.

Pregnant women, who would otherwise meet Title V eligibility requirements, shall also be regarded as potentially Title V eligible. Individual client eligibility will be determined on an annual basis, and at other times as necessary, based upon change in pregnancy status or income.

Service Area: Hidalgo

Location: Multiple clinic locations identified through the DSHS website at: http://www.txclinics.com.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS Program will monitor Contractor's expenditures on a quarterly basis. If

projected expenditures are below the total contract amount, Contractor's budget may be subject to a decrease for the remainder of the Program Attachment term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

SECTION II. PERFORMANCE MEASURES:

The following performance measure(s) will be used to assess, in part, the Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the other terms of the contract.

Performance of Contractor, including compliance with DSHS Program procedures, policies and guidance, contractual conditions, attainment of performance measures, maintenance of adequate staff, and submission of required data and narrative reports, if applicable, will be regularly assessed. Failure to comply with stated requirements and contractual conditions may result in the immediate loss of contract funds at the discretion of DSHS.

- Contractor shall provide prenatal services to at least 686 unduplicated clients.

- Contractor shall screen 100% of individuals considered for Title V eligibility with a DSHS-approved screening process, and refer to other programs and funding sources as appropriate.

SECTION III. SOLICITATION DOCUMENT: RFP CHS/TV-0554.1

SECTION IV. RENEWALS:

Contract renewals are contingent upon satisfactory performance and continued availability of funding. The contract may be renewed for up to three (3) additional twelve- (12) month periods.

SECTION V. PAYMENT METHOD: Fee-for-Service

SECTION VI. BILLING INSTRUCTIONS:

Within 30 days following the end of the month, Contractor shall request payment using the Monthly Reimbursement Request (MRR), for Title V Fee for Service Program (Form #EF21-12005). With each MRR, contractor shall submit the following acceptable supporting documentation for reimbursement of the required services/deliverables:

- Title V Maternal-Child Services Report (Prenatal) – (Form EF21-12005);
- Monthly Aggregate Activity Report (Prenatal) (Form EF21-12005). Each report shall detail the total unduplicated number of clients seen for the first time within a service category type during the contract period by age, and race/ethnicity. Billing requests will not be processed for payment by DSHS unless accompanied by a complete corresponding aggregate report.

MRRs and supporting documentation shall either be emailed to the Family and Community Health Services Division, Performance Management Unit, Contract Development & Support Branch (CDSB) at cdsb@dshs.state.tx.us, or faxed to CDSB at: (512) 776-7521.

MRRs shall be emailed also to the DSHS Claims Processing Unit (CPU) at invoices@dshs.state.tx.us, or faxed to CPU at (512) 776-7442.

MRRs shall be submitted each month even if there are zero expenditures. MRRs are submitted each month for actual expenditures of the program even if the contract limit has been reached.

Contractor shall request payment from DSHS as directed by the Policies and Procedures Manual for Title V Maternal and Child Health Fee for Service for Child Health, Dental and Prenatal whether via voucher or a web-based system.

When the web-based IBIS system goes live, Title V client data shall be entered into IBIS no later than 30 days of each service provided. From the data entered, requests for reimbursement will be generated as one of the automated functions of the IBIS system. Title V services that have met business rules will be marked approved to pay and submitted electronically to DSHS for processing through the State Comptroller. Paid claims will be deposited into the contractor's direct deposit account.

Contractor has 60 days from August 31, 2015, to enter data into IBIS system for services provided September 1, 2014 to August 31, 2015. Contractor will not be reimbursed for services entered into IBIS after the 60 day deadline.

Contractor shall submit a "Financial Reconciliation Report" (Form GC-10) no later than forty-five (45) days after the end of the Attachment term. This report must be signed and marked "Final" and shall be scanned and emailed to CDSB at the email address listed above. The GC-10 may also be faxed to CDSB at (512) 776-7521. The original, signed version shall also be mailed to the DSHS CPU at:

Department of State Health Services
Claims Processing Unit, Mail Code 1940
P.O. Box 149347
Austin, TX 78714-9347

SECTION VII. BUDGET: Fee for Service

SOURCE OF FUNDS: CFDA # State

DUNS NUMBER: 103110834

Contractor shall adhere to the current schedule of allowable services and rates as referenced in the Policies and Procedures Manual for Title V Maternal and Child Health Fee for Service for Child Health, Dental and Prenatal.

Total payments will not exceed $144,029.00.

SECTION VIII. SPECIAL PROVISIONS:

For purposes of this Program Attachment only, the following provisions shall apply:

General Provisions, **Compliance and Reporting** Article I, is revised to include:

Contractor shall report to DSHS using established reports as directed by the Policies and Procedures Manual for Maternal and Child Health Fee for Service for Child Health, Dental and Prenatal, and other data and/or reports deemed necessary by DSHS, upon reasonable notice to Contractor.

Eligibility: All individuals considered for Title V eligibility must be screened and determined eligible using a DSHS or Title V program-approved screening process as updated in the spring of each year when federal poverty levels and eligibility determination forms are revised.

General Provisions, **Services** Article II, is revised to include:

Co-pay: Contractor may assess a co-pay from clients who receive services under this Program Attachment. A co-pay shall not be assessed from such clients if their family income is at or below 100% of the most recently defined federal poverty level. A co-pay assessment shall not exceed 25% of the authorized and approved reimbursement amount for allowed services. A client shall not be denied services due to inability to pay.

Contractor shall make reasonable efforts to investigate and apply for all other sources of third party funding available to, or identified by, the client before submitting claims for allowable costs.

General Provisions, **Funding** Article III, is revised to include:

Program Income may be collected and retained by Contractor so long as it is used to provide services specified in the scope of work detailed in this Program Attachment. The use of Program Income shall be reported on the monthly billing vouchers for services provided to Title V eligible clients.

General Provisions, **Payment Methods and Restrictions** Article IV, is revised to include:

Contractor's contract amount under this Program Attachment is a ceiling against which it may bill, on a fee-for-service basis, for the provision of allowable services to Title V eligible clients. Only allowable services provided to Title V eligible clients may be billed against this ceiling. The current schedule of allowable services and rates, as well as Title V eligibility requirements, may be modified at the sole discretion of DSHS with thirty (30) days written notice to Contractor. The notice will provide Contractor with an opportunity to

terminate this Program Attachment should the modification include a reduction in rates. Contractor shall have thirty (30) days from receipt of this notice to exercise the option for termination. If the Contractor does not exercise the option during the thirty (30) day time period, Contractor shall be deemed to have waived the option.

A Request for "Financial Reconciliation Report", Form GC-10, or the form specified in the Contractor's Financial Procedures Manual, is due no later than forty-five (45) days after the end of the Program Attachment term. This report shall be marked "Final".

Billing Requirements: Contractor shall bill DSHS on a monthly basis for allowable services provided to Title V eligible clients. Bills for all allowable services shall be submitted as aggregate activity reports with a DSHS Monthly Reimbursement Request and shall not refer to or identify individual clients. Contractor shall bill within thirty (30) days after the end of the month in which services were provided or within forty-five (45) days in cases of potentially Medicaid eligible individuals who are denied eligibility by the Health and Human Services Commission. All bills shall be submitted within forty-five (45) days of the end of the Program Attachment term.

In billing DSHS, Contractor shall certify that all billed services have been provided only to individuals who have been determined to be eligible for Title V services. DSHS will pay Contractor for all acceptable vouchers submitted up to Contractor's contract ceiling amount. Billing vouchers submitted outside of the timeframes indicated above shall be subject to disallowance.

Billing Activity: DSHS shall distribute funds in a way that will maximize the delivery of authorized services to eligible clients. DSHS will monitor Contractor's billing activity. If utilization is below that projected in Contractor's contract ceiling amount, shown in SECTION VII. BUDGET, Contractor's ceiling may be subject to a decrease for the remainder of the Program Attachment period. Contractor may be subject to contract ceiling amount decreases if Contractor's billing activity is less than projected.

DSHS may pay for additional services as specified in this Program Attachment if provided by Contractor during the term of this Program Attachment (but not otherwise paid during the term of this Program Attachment) if it is in the best interest of the State and the DSHS Program to do so, and if funds are available. If Contractor exceeds the ceiling amount of the Program Attachment, Contractor shall continue to bill DSHS for the services provided. DSHS may pay for these additional services if funds become available at a later date.

General Provisions, **Terms and Conditions of Payment** Article V, is replaced with the following:

Contractor shall accept reimbursement or payment from DSHS and any applicable fees from clients for clinical health services as payment in full for services or goods provided to clients. Contractor shall not seek additional reimbursement or payment for services or goods from clients other than applicable fees for clinical health services.

General Provisions, **Access and Inspection** Article IX, is revised to include:

> Contractor shall allow DSHS to conduct on-site quality assurance reviews as deemed necessary by DSHS. Unsatisfactory review findings may result in implementation of General Provisions, **Breach of Contract and Remedies for Non-Compliance** Article XIV.

General Provisions, **Assurances and Certifications** Article XI, is revised to include:

> If appropriate, Contractor certifies that neither the Contractor, nor any individual who has a direct or indirect ownership or controlling interest of 5% or more of the Contracting Agency, nor any officer, director, agent or managing employee (e.g. general manager, business manager, administrator, director, or like individual who exercises operational or managerial control over the Contractor or who directly or indirectly conducts the day-to-day business of the Contractor is an entity or individual who:
>
> - Has been convicted of any offense under 42 U.S.C. § 1320a-7(b)(1)-(3);
> - Has had a civil monetary penalty assessed under 42 U.S.C. § 1320a and/or 42 U.S.C. § 1320a-8; or,
> - Has been excluded from participation in a program under 42 U.S.C. § 1395 *et seq.*; or under a State health care program.
>
> If the foregoing statement is not true, Contractor shall submit a disclosure/ownership form to DSHS. Contractor shall immediately notify the DSHS in writing, in the event that the foregoing statement changes during the term of this Program Attachment. A false statement regarding Contractor's status will be treated as a material misrepresentation.

General Provisions, **General Business Operations of Contractor** Article XII, is revised to include:

Contractor shall notify the Contract Development and Support Branch in writing of any clinic site information changes, e.g., changes in contact person, hours of operation, address, Texas Provider Identification (TPI) number, National Provider Identification (NPI) number, the closure, relocation, and/or opening of clinic site(s).

General Provisions, **ARTICLE XIII, GENERAL TERMS, Section 13.15, Amendment,** is amended to include the following:

> Contractor must submit all amendment and revision requests in writing to the Family and Community Health Services (FCHS) Division Performance Management Unit at least 90 days prior to the end of the term of this Program Attachment.

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION For Fiscal Year (FY15)

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.***

Legal Name of Contractor:	**FFATA Contact # 1 Name, Email and Phone Number:**
Hidalgo County	Ramon Garcia ramon.garcia@co.hidalgo.tx.us (956) 318-2600
Primary Address of Contractor:	**FFATA Contact #2 Name, Email and Phone Number:**
302 W. University Dr. Edinburg, TX 78539	Ray Eufracio ray.eufracio@co.hidalgo.tx.us (956) 318-2511
ZIP Code: 9-digits Required www.usps.com 7 8 5 3 0 - 6 3 6 2	**DUNS Number: 9-digits Required www.ccr.gov** 1 0 3 1 1 0 8 3 4
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits 1 7 4 6 0 0 0 7 1 7 6 0 6 0	

Printed Name of Authorized Representative	**Signature of Authorized Representative**
Ramon Garcia	
Title of Authorized Representative	**Date**
Hidalgo County Judge	08/26/14

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION For Fiscal Year (FY15)

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year? ☐ Yes ☒ No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.
If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☐ Yes ☒ No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☒ Yes ☐ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

For example:

John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000; Sally Tom:300000

Provide compensation information here:

INSTRUCTIONS FOR COMPLETING DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

Completion and submission of this form is a condition of participation, certification, or recertification under any of the programs established by titles V, XVIII, XIX, and XX, or as a condition of approval or renewal of a contractor agreement between the disclosing entity and the Department of State Health Services (DSHS) under any of the above-titled programs, a full and accurate disclosure of ownership and financial interest is required. Failure to submit requested information may result in a refusal by DSHS to enter into an agreement or contract with any such institution or in termination of existing agreements.

SPECIAL INSTRUCTIONS FOR TITLE XX PROVIDERS

All title XX providers must complete part II of this form. Only those title XX providers rendering medical, remedial, or health related homemaker services must complete parts II and III. Title V providers must complete parts II and III.

General Instructions

For definitions, procedures and requirements, refer to the appropriate Statutes or Regulations:

Title V – 42 USC §1397d

Title XVIII – 42CFR 420.200 – 206
Title XIX – 42CFR 455.100 – 106
Title XX – 42 USC §1397d

Please answer all questions as of the current date. If the yes block for any item is checked, list requested additional information under the Remarks section on page 2, referencing the item number to be continued. If additional space is needed, use an attached sheet.

Return the original to DSHS and retain a copy for your files.

This form is to be completed annually. Any substantial delay in completing the form should be reported to the State survey agency.

DETAILED INSTRUCTIONS

These instructions are designed to clarify certain questions on the form. Instructions are listed in question order for easy reference. No instructions have been given for questions considered self-explanatory.

IT IS ESSENTIAL THAT ALL APPLICABLE QUESTIONS BE ANSWERED ACCURATELY AND THAT ALL INFORMATION BE CURRENT.

Item I - Under identifying information specify in what capacity the entity is doing business as (DBA), example, name of trade or corporation.

Item II - Self-explanatory.

Item III - List the names of all individuals and organizations having direct or indirect ownership interests, or controlling interest separately or in combination amounting to an ownership interest of 5 percent or more in the disclosing entity.

Direct ownership interest is defined as the possession of stock, equity in capital or any interest in the profits of the disclosing entity. A disclosing entity is defined as a Medicare provider or supplier, or other entity that furnishes services or arranges for furnishing services under Medicaid or the Maternal and Child Health program, or health related services under the social services program.

Indirect ownership interest is defined as ownership interest in an entity that has direct or indirect ownership interest in the disclosing entity. The amount of indirect ownership in the disclosing entity that is held by any other entity is determined by multiplying the percentage of ownership interest at each level. An indirect ownership interest must be reported if it equates to an ownership interest of 5 percent or more in the disclosing entity. Example: if A owns 10 percent of the stock in a corporation that owns 80 percent of the stock of the disclosing entity, A's interest equates to an 8 percent indirect ownership and must be reported.

Controlling interest is defined as the operational direction or management of a disclosing entity which may be maintained by any or all of the following devices: the ability or authority, expressed or reserved, to amend or change the corporate identity (i.e., joint venture agreement, unincorporated business status) of the disclosing entity; the ability or authority to nominate or name members of the Board of Directors or Trustees of the disclosing entity; the ability or authority, expressed or reserved, to amend or change the by-laws, constitution, or other operating or management direction of the disclosing entity; the right to control any or all of the assets or other property of the disclosing entity upon the sale or dissolution of that entity; the ability or authority, expressed or reserved, to control the sale of any or all of the assets, to encumber such assets by way of mortgage or other indebtedness, to dissolve the entity, or to arrange for the sale or transfer of the disclosing entity to new ownership or control.

Items IV – VII - Changes in Provider Status

Change in provider status is defined as any change in management control. Examples of such changes would include: a change in Medical or Nursing Director, a new Administrator, contracting the operation of the facility to a management corporation, a change in the composition of the owning partnership which under applicable State law is not considered a change in ownership, or the hiring or dismissing of any employees with 5 percent or more financial interest in the facility or in an owning corporation, or any change of ownership.

For Items IV – VII, if the yes box is checked, list additional information requested under Remarks. Clearly identify which item is being continued.

Item IV - (a & b) If there has been a change in ownership within the last year or if you anticipate a change, indicate the date in the appropriate space.

Item V - If the answer is yes, list name of the management firm and employer identification number (EIN), or the name of the leasing organization. A management company is defined as any organization that operates and manages a business on behalf of the owner of that business, with the owner retaining ultimate legal responsibility for operation of the facility.

Item VI - If the answer is yes, identify which has changed (Administrator, Medical Director, or Director of Nursing) and the date the change was made. Be sure to include name of the new Administrator, Director of Nursing or Medical Director, as appropriate.

Item VII - A chain affiliate is any free-standing health care facility that is either owned, controlled, or operated under lease or contract by an organization consisting of two or more free-standing health care facilities organized within or across State lines which is under the ownership or through any other device, control and direction of a common party. Chain affiliates include such facilities whether public, private, charitable or proprietary. They also include subsidiary organizations and holding corporations. Provider-based facilities, such as hospital-based home health agencies, are not considered to be chain affiliates.

Item VIII - If yes, list the actual number of beds in the facility now and the previous number.

INSTRUCTIONS FOR COMPLETING DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

Completion and submission of this form is a condition of participation, certification, or recertification under any of the programs established by titles V, XVIII, XIX, and XX, or as a condition of approval or renewal of a contractor agreement between the disclosing entity and the Department of State Health Services (DSHS) under any of the above-titled programs, a full and accurate disclosure of ownership and financial interest is required. Failure to submit requested information may result in a refusal by DSHS to enter into an agreement or contract with any such institution or in termination of existing agreements.

SPECIAL INSTRUCTIONS FOR TITLE XX PROVIDERS

All title XX providers must complete part II of this form. Only those title XX providers rendering medical, remedial, or health related homemaker services must complete parts II and III. Title V providers must complete parts II and III.

General Instructions

For definitions, procedures and requirements, refer to the appropriate Statutes or Regulations:

Title V – 42 USC §1397d

Title XVIII – 42CFR 420.200 – 206
Title XIX – 42CFR 455.100 – 106
Title XX – 42 USC §1397d

Please answer all questions as of the current date. If the yes block for any item is checked, list requested additional information under the Remarks section on page 2, referencing the item number to be continued. If additional space is needed, use an attached sheet.

Return the original to DSHS and retain a copy for your files.

This form is to be completed annually. Any substantial delay in completing the form should be reported to the State survey agency.

DETAILED INSTRUCTIONS

These instructions are designed to clarify certain questions on the form. Instructions are listed in question order for easy reference. No instructions have been given for questions considered self-explanatory.

IT IS ESSENTIAL THAT ALL APPLICABLE QUESTIONS BE ANSWERED ACCURATELY AND THAT ALL INFORMATION BE CURRENT.

Item I - Under identifying information specify in what capacity the entity is doing business as (DBA), example, name of trade or corporation.

Item II - Self-explanatory.

Item III - List the names of all individuals and organizations having direct or indirect ownership interests, or controlling interest separately or in combination amounting to an ownership interest of 5 percent or more in the disclosing entity.

Direct ownership interest is defined as the possession of stock, equity in capital or any interest in the profits of the disclosing entity. A disclosing entity is defined as a Medicare provider or supplier, or other entity that furnishes services or arranges for furnishing services under Medicaid or the Maternal and Child Health program, or health related services under the social services program.

Indirect ownership interest is defined as ownership interest in an entity that has direct or indirect ownership interest in the disclosing entity. The amount of indirect ownership in the disclosing entity that is held by any other entity is determined by multiplying the percentage of ownership interest at each level. An indirect ownership interest must be reported if it equates to an ownership interest of 5 percent or more in the disclosing entity. Example: if A owns 10 percent of the stock in a corporation that owns 80 percent of the stock of the disclosing entity, A's interest equates to an 8 percent indirect ownership and must be reported.

Controlling interest is defined as the operational direction or management of a disclosing entity which may be maintained by any or all of the following devices: the ability or authority, expressed or reserved, to amend or change the corporate identity (i.e., joint venture agreement, unincorporated business status) of the disclosing entity; the ability or authority to nominate or name members of the Board of Directors or Trustees of the disclosing entity; the ability or authority, expressed or reserved, to amend or change the by-laws, constitution, or other operating or management direction of the disclosing entity; the right to control any or all of the assets or other property of the disclosing entity upon the sale or dissolution of that entity; the ability or authority, expressed or reserved, to control the sale of any or all of the assets, to encumber such assets by way of mortgage or other indebtedness, to dissolve the entity, or to arrange for the sale or transfer of the disclosing entity to new ownership or control.

Items IV – VII - Changes in Provider Status

Change in provider status is defined as any change in management control. Examples of such changes would include: a change in Medical or Nursing Director, a new Administrator, contracting the operation of the facility to a management corporation, a change in the composition of the owning partnership which under applicable State law is not considered a change in ownership, or the hiring or dismissing of any employees with 5 percent or more financial interest in the facility or in an owning corporation, or any change of ownership.

For Items IV – VII, if the yes box is checked, list additional information requested under Remarks. Clearly identify which item is being continued.

Item IV - (a & b) If there has been a change in ownership within the last year or if you anticipate a change, indicate the date in the appropriate space.

Item V - If the answer is yes, list name of the management firm and employer identification number (EIN), or the name of the leasing organization. A management company is defined as any organization that operates and manages a business on behalf of the owner of that business, with the owner retaining ultimate legal responsibility for operation of the facility.

Item VI - If the answer is yes, identify which has changed (Administrator, Medical Director, or Director of Nursing) and the date the change was made. Be sure to include name of the new Administrator, Director of Nursing or Medical Director, as appropriate.

Item VII - A chain affiliate is any free-standing health care facility that is either owned, controlled, or operated under lease or contract by an organization consisting of two or more free-standing health care facilities organized within or across State lines which is under the ownership or through any other device, control and direction of a common party. Chain affiliates include such facilities whether public, private, charitable or proprietary. They also include subsidiary organizations and holding corporations. Provider-based facilities, such as hospital-based home health agencies, are not considered to be chain affiliates.

Item VIII - If yes, list the actual number of beds in the facility now and the previous number.

DEPARTMENT OF STATE HEALTH SERVICES

93856

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information

Name of Entity: HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT D/B/A	Provider No.:	Vendor No.: 17460007176	Telephone No. (956)383-6221
Street Address: 1304 S. 25 St	City, County, State: Edinburg,Hidalgo,TX		Zip Code: 78542

II. Answer the following questions by checking "Yes" or "No." If any of the questions are answered "Yes," list names and addresses of individuals or corporations under Remarks on page 2. Identify each item number to be continued.

(a) Are there any individuals or organizations having a direct or indirect ownership or control interest of 5 percent or more in the institution, organization, or agency that have been convicted of a criminal offense related to the involvement of such persons, or organizations in any of the programs established by titles XVIII, XIX, or XX?

Yes ___ No X

(b) Are there any directors, officers, agents, or managing employees of the institution, agency or organization who have ever been convicted of a criminal offense related to their involvement in such programs established by titles XVIII, XIX, or XX?

Yes ___ No X

(c) Are there any individuals currently employed by the institution, agency, or organization in a managerial, accounting, auditing, or similar capacity who were employed by the institution's, organization's, or agency's fiscal intermediary or carrier within the previous 12 months? (Title XVIII providers only)

Yes ___ No X

III. (a) List names, addresses for individuals, or the EIN for organizations having direct or indirect ownership or a controlling interest in the entity. (See instructions for definition of ownership and controlling interest.) List any additional names and addresses under "Remarks" on page 2. If more than one individual is reported and any of these persons are related to each other, this must be reported under Remarks.

N/A

Name	Address	EIN #

(b) Type of Entity: Sole Proprietorship ___ Partnership ___ Corporation ___

Unincorporated Associations ___ Other (Specify) County Gov't

(c) If the disclosing entity is a corporation, list names, addresses of the Directors, and EINs for corporations under Remarks.

Check appropriate box for each of the following questions:

(d) Are any owners of the disclosing entity also owners of other Medicare/Medicaid facilities? (Example: sole proprietor, partnership or members of Board of Directors.) If yes, list names, addresses of individuals and provider numbers. Yes ___ No X

Name	Address	Provider Number

DEPARTMENT OF STATE HEALTH SERVICES

IV. (a) Has there been a change in ownership or control within the last year? Yes___ No X
If yes, give date_____

(b) Do you anticipate any change of ownership or control within the year? Yes___ No X
If yes, when?_____

(c) Do you anticipate filing for bankruptcy within the year? Yes___ No X
If yes, when?_____

V. Is this facility operated by a management company, or leased in whole or part by another organization? Yes___ No X
If yes, give date of change in operations_____

VI. Has there been a change in Administrator, Director of Nursing, or Medical Director within the last year? Yes___ No X

VII. (a) Is this facility chain affiliated? (If yes, list name, address of Corporation, and EIN) Yes___ No X

Name EIN #

(b) If the answer to Question VII(a) is No, was the facility ever affiliated with a chain? Yes___ No X
(If yes, list Name, Address of Corporation, and EIN)
Name EIN # Address

VIII. Have you increased your bed capacity by 10 percent or more or by 10 beds, whichever is greater, within the last 2 years? Yes — No X

If yes, give year of change _____
Current beds N/A Prior beds N/A

WHOEVER KNOWINGLY AND WILLFULLY MAKES OR CAUSES TO BE MADE A FALSE STATEMENT OR REPRESENTATION OF THIS STATEMENT, MAY BE PROSECUTED UNDER APPLICABLE FEDERAL OR STATE LAWS. IN ADDITION, KNOWINGLY AND WILLFULLY FAILING TO FULLY AND ACCURATELY DISCLOSE THE INFORMATION REQUESTED MAY RESULT IN DENIAL OF A REQUEST TO PARTICIPATE OR WHERE THE ENTITY ALREADY PARTICIPATES, A TERMINATION OF ITS AGREEMENT OR CONTRACT WITH DSHS.

Name of Authorized Representative (Typed) Ramon Garcia **Title** Hidalgo County Judge

Signature **Date** 08/26/14

Remarks:

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her 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 an 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, 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 contract, 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 subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Signature	08/26/14 Date
Ramon Garcia Print Name of Authorized Individual	
2015-046009 Application or Contract Number	
HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT Organization Name	

PRENATAL FY 15

Salary / Fringes Salary Schedule
09/01/2014 - 08/31/2015
For Budget Purposes Only

								Hourly			09/01/14 TO 08/31/15			Insurance	
Slot #	Employee #	Position Title	Budgeted Salary	Budgeted General Fund Salary	%	Budgeted Prenatal Salary	%	Hourly Rate	# of Hours in FY 15		Salary Amount from 09/01/14 - 08/31/15	Projected Salaries	Projected Salary 340-052	Health Ins.	Life Ins.
0003		Clinic Aide II	24,720.00	5,566.00	0.23	19,154.00	0.77	9.21	2,088	0	19,227.67 -	19,227.67	19,227.67	4,550.24	28.92
G004		Clerk II	22,303.00	4,461.00	0.20	17,842.00	0.80	8.58	2,088	0	17,910.62 -	17,910.62	17,910.62	4,727.52	30.05
								Total Gross Salary - >					**37,138.29**	**9,277.76**	**58.97**
								Health Insurance - ($5,909..40 / yr * % of pay from grant)					**9,277.76**		
								Life Insurance - ($37.56 / Yr / person prorated by % of pay from grant)					**58.97**		
								FICA - (7.65% * Gross Salary)					**2,841.08**		
								Retirement - (11.28% * Gross Salary)					**4,189.20**		
								Unemployment - (.57% * Gross Salary)					**211.69**		
								Worker's Comp - (.75% * Gross Salary)					**278.54**		
													53,995.52		

Notes:

1 There are 2,088 work hours during the grant period of 09/01/2014 through 08/31/2015.

2 Health Insurance is $5,909.40 / yr times the percentage of pay from the grant.

3 2015 Fringe Rates

4 No cost of living increase is budgeted.

Prepared by Mike Escaname
Health Human Services Dept.

DATE: September 01, 2014

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 4-1293-441-00-340-052-5-XXX Prenatal

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
4-1293-441-00-340-052-5-113	Prenatal - Reg F/T Employees	$ 37,150.00
Fringes		
4-1293-441-00-340-052-5-211	Prenatal - Health Insurance	$ 9,500.00
4-1293-441-00-340-052-5-212	Prenatal - Life Insurance	$ 60.00
4-1293-441-00-340-052-5-220	Prenatal - FICA	$ 2,900.00
4-1293-441-00-340-052-5-230	Prenatal - Retirement	$ 4,200.00
4-1293-441-00-340-052-5-250	Prenatal - Unemployment Comp	$ 300.00
4-1293-441-00-340-052-5-260	Prenatal - Workers Comp	$ 400.00
Supplies		
4-1293-441-00-340-052-5-601	Prenatal - Office & Comp Supplies	$ 5,000.00
4-1293-441-00-340-052-5-603	Prenatal - Educational / Instructional Supplies	$ 2,519.00
4-1293-441-00-340-052-5-604	Prenatal - Medical / Laboratory Supplies	$ 5,000.00
4-1293-441-00-340-052-5-619	Prenatal - Other Miscellaneous Supplies	$ 2,000.00
Other		
4-1293-441-00-340-052-5-339	Prenatal - Other Professional Services	$ 75,000.00
		$ -
	TOTAL APPROPRIATION	$ 144,029.00
4-1293-331-12-340-052-5-000	Prenatal - Grant Revenue	$ 144,029.00
	TOTAL APPROPRIATION	$ 144,029.00

REASON: To appropriate the grant funds for the Prenatal FY 15 program

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S C(DATE ATTEST CO. CLERK

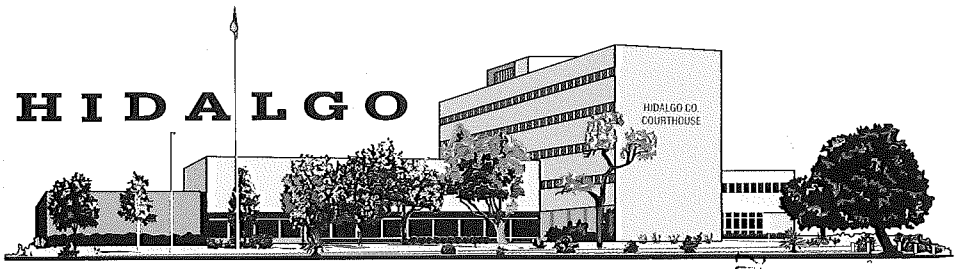
HIDALGO COUNTY
Department Of Budget And Management
2014 SALARY SCHEDULE

1293-441-00-340-052-5

PRENATAL SERVICES

Slot #	Obj #	EMPLOYEE NAME	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 Allownaces					ACTUAL TOTAL COMP.
												Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	
0003	113	ROSALBA MEDELLIN	CLINIC AIDE II	$19,154.00	$0.00	$19,154.00	0	$0.00	$0.00	$19,154.00	$19,154.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,154.00
G004	113		CLERK II	$17,842.00	$0.00	$17,842.00	0	$0.00	$0.00	$17,842.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			Total:	$36,996.00	$0.00	$36,996.00		$0.00	$0.00	$36,996.00	$19,154.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,154.00

COUNTY of HIDALGO



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

EDINBURG, TEXAS 78539

2014 AUG 22 PM 2:15
HIDALGO COUNTY
BUDGET OFFICE

August 22, 2014

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of State Health Services (TDSHS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$144,029.00	Award No. 2015-046009-001 CHS-TITLE V-PRENATAL SERVICES

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/21/14
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-45792 **Health & Human Services Dept. 11. K.**

CC - REGULAR

Meeting Date: 08/25/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Child Health Services (1293):
1. Requesting approval to accept the Department of State Health Services Title V Child Health Services grant contract #2015-046149-001 in the amount of $34,833.00 for the period of 09/01/2014 to 08/31/2015.
2. Requesting approval for County Judge to sign the DSHS Title V - Child Health Services contract.
3. Requesting approval for County Judge to sign the Fiscal Federal Funding Accountability and Transparency Act Certification Statement.
4. Requesting approval for County Judge to sign the Disclosure of Ownership and Control Interest statement.
5. Requesting approval of the Certification of Revenue in the amount of $34,833.00.
6. Requesting approval of the budget appropriation in the amount of $34,833.00.
7. Requesting approval of the salary schedule.

BACKGROUND

06/30/14 - AI-45167 - Approval to submit grant application for Child Health FY 15 funds.

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** 4-1293-441-00-340-051-5-XXX

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

BUDGETARY IMPACT:

Grant Fiscal Year 2015.
County Calendar/ Fiscal Year 2014.
Account Fiscal Year 5.

No local match required.

Appropriation of funds in the amount of $34,833.00 under Child Health Grant.

Revenue Acct# 4-1293-331-12-340-051-5-000 "CHILD HEALTH- REVENUES"

Attachments

Grant Contract
Appropriation
Salary Analysis
Salary Schedule

cor

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/01/2014 03:28 PM
Obdett Calzada	Obdett Calzada	08/05/2014 04:46 PM
Rosalinda Cantu	Rosie Cantu	08/21/2014 10:44 AM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Mike Escaname Started On: 07/31/2014 03:35 PM

Final Approval Date: 08/21/2014

From: "StGermain,Marguerite (HHSC)" <Marguerite.StGermain@hhsc.state.tx.us>
To: "EDDIE.OLIVAREZ@HCHD.ORG" <EDDIE.OLIVAREZ@HCHD.ORG>, "mike.escaname@hchd.org" <mike.escaname@hchd.org>, "ray.eufracio@auditor.co.hidalgo.tx.us" <ray.eufracio@auditor.co.hidalgo.tx.us>
Cc: "Walk,William (HHSC)" <William.Walk@hhsc.state.tx.us>, "Ruiz,Kevin (DSHS)" <Kevin.Ruiz@dshs.state.tx.us>
Subject: Hidalgo Co Health & Human Svcs 2015-046149-001 TV-Child Health Contract
Date: 7/31/2014 1:21:39 PM

Hello Contractor,

Attached are documents containing your Department of State Health Services (DSHS) contract. Please print two copies of each document, in the order they appear in this email, sign and return two copies to this unit as soon as possible. Attached is also the Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification form that need to be completed. Additional information regarding this federal requirement is available on the DSHS website at http://www.dshs.state.tx.us/grants/ .

To expedite contract execution, ensure that all forms are completed and signed and mailed via overnight to the physical address below. Your contract will be signed by DSHS and returned to your agency.
Changes made to any portion of the contract document (s) are considered a counter-offer and are not valid without DSHS written concurrence.
DSHS will not pay for reimbursements submitted/postmarked more than 45 days after the end of the contract term. Additional information regarding this policy is available on the DSHS website at http://www.dshs.state.tx.us.
NOTE: Return both copies of the contract in their entirety to the address below. Contracts returned to any other address may result in contract delays.

Mailing Address for Regular and Overnight Mail:

Attn: Marguerite St.Germain
Health and Human Services Commission
Procurement and Contracting Services
MC 2020
4405 N. Lamar Blvd.
Austin, TX 78756

Please reference the DSHS contract number in all future correspondence.

If you have questions, contact Marguerite St.Germain at (512) 206-4791 or via email at marguerite.stgermain@hhsc.state.tx.us.

MARGUERITE ST.GERMAIN
Contract Specialist

Procurement and Contracting Services
Health and Human Services Commission

PCS Customer Service: CST_HHSC@hhsc.state.tx.us
Tel 512-206-4791
Email: marguerite.stgermain@hhsc.state.tx.us

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2015-046149 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY HEALTH & HUMAN SERVICES (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $34,833.00, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 09/01/2014 and ends on 08/31/2015. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

a. Core Contract (this document)
b. Program Attachments:

2015-046149-001 CHS - TITLE V - CHILD HEALTH SERVICES

c. General Provisions (Sub-recipient)
d. Solicitation Document(s), and
e. Contractor's response(s) to the Solicitation Document(s).
f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HIDALGO COUNTY
Address: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281
EDINBURG, TX 78539-6243
Vendor Identification Number: 17460007176060

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES	HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
By:_____ Signature of Authorized Official	By:_____ Signature
_____ Date	08/26/14 Date
Evelyn Delgado	Ramon Garcia, Hidalgo County Judge Printed Name and Title
Assistant Commissioner for Family and Community Health Services	302 W. University Dr. Address
1100 WEST 49TH STREET AUSTIN, TEXAS 78756	Edinburg, TX 78539 City, State, Zip
512.776.7321	(956) 318-2600 Telephone Number
Evelyn.Delgado@dshs.state.tx.us	ramon.garcia@co.hidalgo.tx.us E-mail Address for Official Correspondence

CONTRACT NO. 2015-046149
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000406417

CONTRACTOR:HIDALGO COUNTY HEALTH & HUMAN SERVICES

DSHS PROGRAM: CHS - TITLE V - CHILD HEALTH SERVICES

TERM: 09/01/2014 THRU: 08/31/2015

SECTION I. STATEMENT OF WORK:

Contractor shall provide or assure the provision of child health and/or child dental services that include screening and eligibility determination, direct clinical and/or dental services, laboratory services, Title V Children and Pregnant Women (Title V CPW) case management and appropriate referrals as necessary. Contractor shall provide services approved in the Contractor's application or shall have an established referral relationship with a qualified provider of each approved service, which it does not provide.

Contractor shall participate in the DSHS-selected data and billing web-based system (Integrated Business Information System [IBIS]) to collect and process child health and child dental data, financial billings, and reports when it goes live. Contractor agrees to submit data and billing within 30 days of services, according to the business requirements of the web-based system and as specified in the current DSHS Policies and Procedures Manual for Title V Maternal and Child Health Fee-for-Service for Child Health, Dental and Prenatal.

Contractor shall comply with all applicable federal and state laws, rules, regulations, standards and guidelines in effect on the beginning date of this Program Attachment unless amended, including but not limited to:

- Title V of the Social Security Act, 42 USC § 701, *et seq.*

The following documents are incorporated by reference and made a part of this Program Attachment. These include:

- DSHS FY15 Title V Fee-for-Service Child Health and Child Dental Renewal Application;
- Contractor's Response to DSHS' FY15 Title V Fee-for-Service Child Health and Child Dental Renewal Application;
- DSHS FY14 Competitive Request for Proposal (RFP) for Title V Fee for Services Contracts Child Health, Child Dental, Prenatal Medical and Prenatal Dental Services;
- Contractor's Response to FY14 Competitive RFP for Title V Fee for Services Contracts Child Health, Child Dental, Prenatal Medical and Prenatal Dental Services, and any revisions;
- Current Policies and Procedures Manual for Title V Maternal and Child Health Fee for Services for Child Health, Dental, and Prenatal;

- DSHS *Department of State Health Services Standards for Public Health Clinic Services*, revised August 2004, or latest revision;
- DSHS Core Tool On-Site Evaluation Report, revised for 2014, and Core Tool Monitoring Instructions, FY2014; or latest revision; and
- DSHS Title V Maternal and Child On-site Evaluation Report, revised for 2014, and Title V Tool Monitoring Instructions, FY2014; or latest revision.

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), Contractor shall inform DSHS Program, in writing, if it shall not continue performance under this Program Attachment in compliance with the amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

All activities must be performed in accordance with Contractor's final approved work plan.

DSHS Health Service Regional Director or designee, as coordinator of regional services, will assist DSHS staff in providing direction to Contractor. DSHS personnel may, from time to time, provide technical assistance and training to Contractor. Contractor shall cooperate with DSHS staff to attain the goals of policy application, coordinated services, and quality assurance.

Eligible Population:

To be eligible for Title V Child Health Services, an individual must be:

- An infant not more than eleven (11) months of age,
- A child or adolescent one (1) through twenty-one (21) years of age,
- A Texas resident,
- In financial need based on a gross family income at or below 185% of the most recent Federal Poverty Level, and
- Ineligible for other programs/benefits providing the same services.

Children and adolescents, who would otherwise meet Title V eligibility requirements, shall also be regarded as potentially Title V eligible. Individual client eligibility will be determined on an annual basis, and at other times as necessary, based upon change in pregnancy status or income.

Service Area: Hidalgo

Location: Multiple clinic locations identified through the DSHS website at: http://www.txclinics.com.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS Program will monitor Contractor's expenditures on a quarterly basis. If projected expenditures are below the total contract amount, Contractor's budget may be subject to a

decrease for the remainder of the Program Attachment term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

SECTION II. PERFORMANCE MEASURES:

The following performance measure(s) will be used to assess, in part, the Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the other terms of the contract.

Performance of Contractor, including compliance with DSHS Program procedures, policies and guidance, contractual conditions, attainment of performance measures, maintenance of adequate staff, and submission of required data and narrative reports, if applicable, will be regularly assessed. Failure to comply with stated requirements and contractual conditions may result in the immediate loss of contract funds at the discretion of DSHS.

- Contractor shall provide child health and/or child dental services to at least 82 unduplicated clients.

- Contractor shall screen 100% of individuals considered for Title V eligibility with a DSHS-approved screening process, and refer to other programs and funding sources as appropriate.

SECTION III. SOLICITATION DOCUMENT: RFP # CHS/TV-0554.1

SECTION IV. RENEWALS:

Contract renewals are contingent upon satisfactory performance and continued availability of funding. The contract may be renewed for up to three (3) additional twelve- (12) month periods.

SECTION V. PAYMENT METHOD: Fee-for-Service

SECTION VI. BILLING INSTRUCTIONS:

Within 30 days following the end of the month, Contractor shall request payment using the Monthly Reimbursement Request (MRR), for Title V Fee for Service Program (Form #EF21-12005). With each MRR, contractor shall submit the following acceptable supporting documentation for reimbursement of the required services/deliverables:

- Title V Maternal-Child Services Report (Child Health & Dental) – (Form EF21-12005);
- Monthly Aggregate Activity Report (Form EF21-12005). Each report shall detail the total unduplicated number of clients seen for the first time within a service category type during the contract period by age, and race/ethnicity. Billing requests will not be processed for payment by DSHS unless accompanied by a complete corresponding aggregate report.

MRRs and supporting documentation shall either be emailed to the Family and Community Health Services Division, Performance Management Unit, Contract Development & Support Branch (CDSB) at cdsb@dshs.state.tx.us, or faxed to CDSB at: (512) 776-7521.

MRRs shall be emailed also to the DSHS Claims Processing Unit (CPU) at invoices@dshs.state.tx.us, or faxed to CPU at (512) 776-7442.

MRRs shall be submitted each month even if there are zero expenditures. MRRs are submitted each month for actual expenditures of the program even if the contract limit has been reached.

Contractor shall request payment from DSHS as directed by the Policies and Procedures Manual for Title V Maternal and Child Health Fee for Service for Child Health, Dental and Prenatal whether via voucher or a web-based system.

When the web-based IBIS system goes live, Title V client data shall be entered into IBIS no later than 30 days of each service provided. From the data entered, requests for reimbursement will be generated as one of the automated functions of the IBIS system. Title V services that have met business rules will be marked approved to pay and submitted electronically to DSHS for processing through the State Comptroller. Paid claims will be deposited into the contractor's direct deposit account.

Contractor has 45 days from August 31, 2015 to enter data into IBIS system for services provided September 1, 2014 to August 31, 2015. Contractor will not be reimbursed for services entered into IBIS after the 45 day deadline.

Contractor shall submit a "Financial Reconciliation Report" (Form GC-10) no later than sixty (60) days after the end of the attachment term. This report must be signed and marked "Final" and shall be scanned and emailed to CDSB at the email address listed above. The GC-10 may also be faxed to CDSB at (512) 776-7521.

SECTION VII. BUDGET: Fee for Service

SOURCE OF FUNDS: CFDA # 93.994.000

DUNS NUMBER: 103110834

Contractor shall adhere to the current schedule of allowable services and rates as referenced in the Policies and Procedures Manual for Title V Maternal and Child Health Fee for Service for Child Health, Dental and Prenatal.

Total payments will not exceed $34,833.00.

SECTION VIII. SPECIAL PROVISIONS:

For purposes of this Program Attachment only, the following provisions shall apply:

General Provisions, **Compliance and Reporting** Article I, is revised to include:

Contractor shall report to DSHS using established reports as directed by the Policies and Procedures Manual for Title V Maternal and Child Fee for Service for Child Health, Dental and Prenatal, and other data and/or reports deemed necessary by DSHS, upon reasonable notice to Contractor.

Eligibility: All individuals considered for Title V eligibility must be screened and determined eligible using a DSHS or Title V program-approved screening process as updated in the spring of each year when federal poverty levels and eligibility determination forms are revised.

General Provisions, **Services** Article II, is revised to include:

Co-pay: Contractor may assess a co-pay from clients who receive services under this Program Attachment. A co-pay shall not be assessed from such clients if their family income is at or below 100% of the most recently defined federal poverty level. A co-pay assessment shall not exceed 25% of the authorized and approved reimbursement amount for allowed services. A client shall not be denied services due to inability to pay.

Contractor shall make reasonable efforts to investigate and apply for all other sources of third party funding available to, or identified by, the client before submitting claims for allowable costs.

General Provisions, **Funding** Article III, is revised to include:

Program Income may be collected and retained by Contractor so long as it is used to provide services specified in the scope of work detailed in this Program Attachment. The use of Program Income shall be reported on the monthly billing vouchers for services provided to Title V eligible clients.

General Provisions, **Payment Methods and Restrictions** Article IV, Section 4.02 **Billing Submission,** is revised to include:

Contractor's contract amount under this Program Attachment is a ceiling against which it may bill, on a fee-for-service basis, for the provision of allowable services to Title V eligible clients. Only allowable services provided to Title V eligible clients may be billed against this ceiling. The current schedule of allowable services and rates, as well as Title V eligibility requirements, may be modified at the sole discretion of DSHS with thirty (30) days written notice to Contractor. The notice will provide Contractor with an opportunity to terminate this Program Attachment should the modification include a reduction in rates. Contractor shall have thirty (30) days from receipt of this notice to exercise the option for termination. If the Contractor does not exercise the option during the thirty (30) day time period, Contractor shall be deemed to have waived the option.

A Request for "Financial Reconciliation Report", Form GC-10, or the form specified in the Contractor's Financial Procedures Manual, is due no later than forty-five (45) days after the end of the Program Attachment term. This report shall be marked "Final".

Billing Requirements: Contractor shall bill DSHS on a monthly basis for allowable services provided to Title V eligible clients. Bills for all allowable services shall be submitted as aggregate activity reports with a DSHS Monthly Reimbursement Request and shall not refer to or identify individual clients. Contractor shall bill within thirty (30) days after the end of the month in which services were provided or within forty-five (45) days in cases of potentially Medicaid eligible individuals who are denied eligibility by the Health and Human Services Commission. All bills shall be submitted within forty-five (45) days of the end of the Program Attachment term.

In billing DSHS, Contractor shall certify that all billed services have been provided only to individuals who have been determined to be eligible for Title V services. DSHS will pay Contractor for all acceptable vouchers submitted up to Contractor's contract ceiling amount. Billing vouchers submitted outside of the timeframes indicated above shall be subject to disallowance.

Billing Activity: DSHS shall distribute funds in a way that will maximize the delivery of authorized services to eligible clients. DSHS will monitor Contractor's billing activity. If utilization is below that projected in Contractor's contract ceiling amount, shown in SECTION VII. BUDGET, Contractor's ceiling may be subject to a decrease for the remainder of the Program Attachment period. Contractor may be subject to contract ceiling amount decreases if Contractor's billing activity is less than projected.

DSHS may pay for additional services as specified in this Program Attachment if provided by Contractor during the term of this Program Attachment (but not otherwise paid during the term of this Program Attachment) if it is in the best interest of the State and the DSHS Program to do so, and if funds are available. If Contractor exceeds the ceiling amount of the Program Attachment, Contractor shall continue to bill DSHS for the services provided. DSHS may pay for these additional services if funds become available at a later date.

General Provisions, **Terms and Conditions of Payment** Article V, is replaced with the following:

Contractor shall accept reimbursement or payment from DSHS and any applicable fees from clients for clinical health services as payment in full for services or goods provided to clients. Contractor shall not seek additional reimbursement or payment for services or goods from clients other than applicable fees for clinical health services.

General Provisions, **Access and Inspection** Article IX, is revised to include:

Contractor shall allow DSHS to conduct on-site quality assurance reviews as deemed necessary by DSHS. Unsatisfactory review findings may result in implementation of

General Provisions, **Breach of Contract and Remedies for Non-Compliance** Article XIV.

General Provisions, **Assurances and Certifications** Article XI, is revised to include:

If appropriate, Contractor certifies that neither the Contractor, nor any individual who has a direct or indirect ownership or controlling interest of 5% or more of the Contracting Agency, nor any officer, director, agent or managing employee (e.g. general manager, business manager, administrator, director, or like individual who exercises operational or managerial control over the Contractor or who directly or indirectly conducts the day-to-day business of the Contractor is an entity or individual who:

- Has been convicted of any offense under 42 U.S.C. § 1320a-7(b)(1)-(3);
- Has had a civil monetary penalty assessed under 42 U.S.C. § 1320a and/or 42 U.S.C. § 1320a-8; or,
- Has been excluded from participation in a program under 42 U.S.C. § 1395 *et seq*.; or under a State health care program.

If the foregoing statement is not true, Contractor shall submit a disclosure/ownership form to DSHS. Contractor shall immediately notify the DSHS in writing, in the event that the foregoing statement changes during the term of this Program Attachment. A false statement regarding Contractor's status will be treated as a material misrepresentation.

General Provisions, **General Business Operations of Contractor** Article XII, is revised to include:

Contractor shall notify the Contract Development and Support Branch in writing of any clinic site information changes, e.g., changes in contact person, hours of operation, address, Texas Provider Identification (TPI) number, National Provider Identification (NPI) number, the closure, relocation, and/or opening of clinic site(s).

General Provisions, **ARTICLE XIII, GENERAL TERMS, Section 13.15, Amendment,** is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Family and Community Health Services (FCHS) Division Performance Management Unit at least 90 days prior to the end of the term of this Program Attachment.

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION For Fiscal Year (FY15)

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. ***If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.***

Legal Name of Contractor:	**FFATA Contact # 1 Name, Email and Phone Number:**
Hidalgo County	Ramon Garcia ramon.garcia@co.hidalgo.tx.us (956) 318-2600
Primary Address of Contractor: 302 W. University Dr. Edinburg, TX 78539	**FFATA Contact #2 Name, Email and Phone Number:** Ray Eufracio ray.eufracio@co.hidalgo.tx.us (956) 318-2511
ZIP Code: 9-digits Required www.usps.com 7 8 5 3 0 - 6 3 6 2	**DUNS Number: 9-digits Required www.ccr.gov** 1 0 3 1 1 0 8 3 4
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits 1 7 4 6 0 0 0 7 1 7 6 0 6 0	

Printed Name of Authorized Representative	**Signature of Authorized Representative**
Ramon Garcia	
Title of Authorized Representative Hidalgo County Judge	**Date** 08/26/14

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION For Fiscal Year (FY15)

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year? ☐ Yes ☒ No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.
If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☐ Yes ☒ No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☒ Yes ☐ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.
For example:
John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000; Sally Tom:300000

Provide compensation information here:

INSTRUCTIONS FOR COMPLETING DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

Completion and submission of this form is a condition of participation, certification, or recertification under any of the programs established by titles V, XVIII, XIX, and XX, or as a condition of approval or renewal of a contractor agreement between the disclosing entity and the Department of State Health Services (DSHS) under any of the above-titled programs, a full and accurate disclosure of ownership and financial interest is required. Failure to submit requested information may result in a refusal by DSHS to enter into an agreement or contract with any such institution or in termination of existing agreements.

SPECIAL INSTRUCTIONS FOR TITLE XX PROVIDERS

All title XX providers must complete part II of this form. Only those title XX providers rendering medical, remedial, or health related homemaker services must complete parts II and III. Title V providers must complete parts II and III.

General Instructions

For definitions, procedures and requirements, refer to the appropriate Statutes or Regulations:

Title V – 42 USC §1397d

Title XVIII – 42CFR 420.200 – 206
Title XIX – 42CFR 455.100 – 106
Title XX – 42 USC §1397d

Please answer all questions as of the current date. If the yes block for any item is checked, list requested additional information under the Remarks section on page 2, referencing the item number to be continued. If additional space is needed, use an attached sheet.

Return the original to DSHS and retain a copy for your files.

This form is to be completed annually. Any substantial delay in completing the form should be reported to the State survey agency.

DETAILED INSTRUCTIONS

These instructions are designed to clarify certain questions on the form. Instructions are listed in question order for easy reference. No instructions have been given for questions considered self-explanatory.

IT IS ESSENTIAL THAT ALL APPLICABLE QUESTIONS BE ANSWERED ACCURATELY AND THAT ALL INFORMATION BE CURRENT.

Item I - Under identifying information specify in what capacity the entity is doing business as (DBA), example, name of trade or corporation.

Item II - Self-explanatory.

Item III - List the names of all individuals and organizations having direct or indirect ownership interests, or controlling interest separately or in combination amounting to an ownership interest of 5 percent or more in the disclosing entity.

Direct ownership interest is defined as the possession of stock, equity in capital or any interest in the profits of the disclosing entity. A disclosing entity is defined as a Medicare provider or supplier, or other entity that furnishes services or arranges for furnishing services under Medicaid or the Maternal and Child Health program, or health related services under the social services program.

Indirect ownership interest is defined as ownership interest in an entity that has direct or indirect ownership interest in the disclosing entity. The amount of indirect ownership in the disclosing entity that is held by any other entity is determined by multiplying the percentage of ownership interest at each level. An indirect ownership interest must be reported if it equates to an ownership interest of 5 percent or more in the disclosing entity. Example: if A owns 10 percent of the stock in a corporation that owns 80 percent of the stock of the disclosing entity, A's interest equates to an 8 percent indirect ownership and must be reported.

Controlling interest is defined as the operational direction or management of a disclosing entity which may be maintained by any or all of the following devices: the ability or authority, expressed or reserved, to amend or change the corporate identity (i.e., joint venture agreement, unincorporated business status) of the disclosing entity; the ability or authority to nominate or name members of the Board of Directors or Trustees of the disclosing entity; the ability or authority, expressed or reserved, to amend or change the by-laws, constitution, or other operating or management direction of the disclosing entity; the right to control any or all of the assets or other property of the disclosing entity upon the sale or dissolution of that entity; the ability or authority, expressed or reserved, to control the sale of any or all of the assets, to encumber such assets by way of mortgage or other indebtedness, to dissolve the entity, or to arrange for the sale or transfer of the disclosing entity to new ownership or control.

Items IV – VII - Changes in Provider Status

Change in provider status is defined as any change in management control. Examples of such changes would include: a change in Medical or Nursing Director, a new Administrator, contracting the operation of the facility to a management corporation, a change in the composition of the owning partnership which under applicable State law is not considered a change in ownership, or the hiring or dismissing of any employees with 5 percent or more financial interest in the facility or in an owning corporation, or any change of ownership.

For Items IV – VII, if the yes box is checked, list additional information requested under Remarks. Clearly identify which item is being continued.

Item IV - (a & b) If there has been a change in ownership within the last year or if you anticipate a change, indicate the date in the appropriate space.

Item V - If the answer is yes, list name of the management firm and employer identification number (EIN), or the name of the leasing organization. A management company is defined as any organization that operates and manages a business on behalf of the owner of that business, with the owner retaining ultimate legal responsibility for operation of the facility.

Item VI - If the answer is yes, identify which has changed (Administrator, Medical Director, or Director of Nursing) and the date the change was made. Be sure to include name of the new Administrator, Director of Nursing or Medical Director, as appropriate.

Item VII - A chain affiliate is any free-standing health care facility that is either owned, controlled, or operated under lease or contract by an organization consisting of two or more free-standing health care facilities organized within or across State lines which is under the ownership or through any other device, control and direction of a common party. Chain affiliates include such facilities whether public, private, charitable or proprietary. They also include subsidiary organizations and holding corporations. Provider-based facilities, such as hospital-based home health agencies, are not considered to be chain affiliates.

Item VIII - If yes, list the actual number of beds in the facility now and the previous number.

DEPARTMENT OF STATE HEALTH SERVICES

93856

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information

Name of Entity: HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT D/B/A	Provider No.:	Vendor No.:	Telephone No.
		17460007176	(956)383-6221
Street Address:	**City, County, State:**		**Zip Code:**
1304 S. 25 St	Edinburg,Hidalgo,TX		78542

II. Answer the following questions by checking "Yes" or "No." If any of the questions are answered "Yes," list names and addresses of individuals or corporations under Remarks on page 2. Identify each item number to be continued.

(a) Are there any individuals or organizations having a direct or indirect ownership or control interest of 5 percent or more in the institution, organization, or agency that have been convicted of a criminal offense related to the involvement of such persons, or organizations in any of the programs established by titles XVIII, XIX, or XX?

Yes ___ No X

(b) Are there any directors, officers, agents, or managing employees of the institution, agency or organization who have ever been convicted of a criminal offense related to their involvement in such programs established by titles XVIII, XIX, or XX?

Yes ___ No X

(c) Are there any individuals currently employed by the institution, agency, or organization in a managerial, accounting, auditing, or similar capacity who were employed by the institution's, organization's, or agency's fiscal intermediary or carrier within the previous 12 months? (Title XVIII providers only)

Yes ___ No X

III. (a) List names, addresses for individuals, or the EIN for organizations having direct or indirect ownership or a controlling interest in the entity. (See instructions for definition of ownership and controlling interest.) List any additional names and addresses under "Remarks" on page 2. If more than one individual is reported and any of these persons are related to each other, this must be reported under Remarks.

N/A

Name	Address	EIN #

(b) Type of Entity: Sole Proprietorship ____ Partnership ____ Corporation ___

Unincorporated Associations ____ Other (Specify) County Gov't

(c) If the disclosing entity is a corporation, list names, addresses of the Directors, and EINs for corporations under Remarks.

Check appropriate box for each of the following questions:

(d) Are any owners of the disclosing entity also owners of other Medicare/Medicaid facilities? (Example: sole proprietor, partnership or members of Board of Directors.) If yes, list names, addresses of individuals and provider numbers. Yes ___ No X

Name	Address	Provider Number

DEPARTMENT OF STATE HEALTH SERVICES

IV. (a) Has there been a change in ownership or control within the last year? Yes___ No X
If yes, give date_____

(b) Do you anticipate any change of ownership or control within the year? Yes___ No X
If yes, when?_____

(c) Do you anticipate filing for bankruptcy within the year? Yes___ No X
If yes, when?_____

V. Is this facility operated by a management company, or leased in whole or part by another organization? Yes___ No X
If yes, give date of change in operations_____

VI. Has there been a change in Administrator, Director of Nursing, or Medical Director within the last year? Yes___ No X

VII. (a) Is this facility chain affiliated? (If yes, list name, address of Corporation, and EIN) Yes___ No X

Name EIN #

(b) If the answer to Question VII(a) is No, was the facility ever affiliated with a chain? Yes___ No X
(If yes, list Name, Address of Corporation, and EIN)
Name EIN # Address

VIII. Have you increased your bed capacity by 10 percent or more or by 10 beds, whichever is greater, within the last 2 years? Yes — No X

If yes, give year of change _____
Current beds N/A Prior beds N/A

WHOEVER KNOWINGLY AND WILLFULLY MAKES OR CAUSES TO BE MADE A FALSE STATEMENT OR REPRESENTATION OF THIS STATEMENT, MAY BE PROSECUTED UNDER APPLICABLE FEDERAL OR STATE LAWS. IN ADDITION, KNOWINGLY AND WILLFULLY FAILING TO FULLY AND ACCURATELY DISCLOSE THE INFORMATION REQUESTED MAY RESULT IN DENIAL OF A REQUEST TO PARTICIPATE OR WHERE THE ENTITY ALREADY PARTICIPATES, A TERMINATION OF ITS AGREEMENT OR CONTRACT WITH DSHS.

Name of Authorized Representative (Typed) Ramon Garcia **Title** Hidalgo County Judge

Signature **Date** 08/26/14

Remarks:

DATE: September 01, 2014

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 4-1293-441-00-340-051-5-XXX Child Health

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
4-1293-441-00-340-051-5-113	Child Health - Reg F/T Employees	$ 19,000.00
Fringes		
4-1293-441-00-340-051-5-211	Child Health - Health Insurance	$ 5,000.00
4-1293-441-00-340-051-5-212	Child Health - Life Insurance	$ 35.00
4-1293-441-00-340-051-5-220	Child Health - FICA	$ 1,500.00
4-1293-441-00-340-051-5-230	Child Health - Retirement	$ 2,125.00
4-1293-441-00-340-051-5-250	Child Health - Unemployment Comp	$ 200.00
4-1293-441-00-340-051-5-260	Child Health - Workers Comp	$ 250.00
Other		
4-1293-441-00-340-051-5-339	Child Health - Other Professional Services	$ 6,723.00
	TOTAL APPROPRIATION	$ 34,833.00
4-1293-331-12-340-051-5-000	Child Health - Grant Revenue	$ 34,833.00
	TOTAL APPROPRIATION	$ 34,833.00

REASON: To appropriate the Child Health program budget for FY 15

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S C(DATE ATTEST CO. CLERK

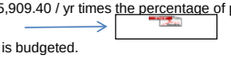
Child Health FY 15

Salary / Fringes Salary Schedule
09/01/2014 - 08/31/2015
For Budget Purposes Only

					Hourly	Work Hours		09/01/14 to 08/31/15		Distribution				Insurance	
Slot #	Position Title	2014	General Fund Salary 340-003	Child Health Salary 340-051	Hourly Rate	# of Hours in FY 15		09/01/14 to 08/31/15	Projected Salaries	340-003	%	340-051	%	Health Ins.	Life Ins.
G002	Clerk II	22,303.00	3,568.00	18,735.00	9.0072	2,088		18,807.06	18,807.06	3,568.00	0.16	18,807.06	0.84	4,983.12	31.67

Total Gross Salary - >	**18,807.06**
Health Insurance - ($5,909.40 / yr * % of pay from grant)	**4,983.12**
Life Insurance - ($37.56 / Yr / person prorated by % of pay from grant)	**31.67**
FICA - (7.65% * Gross Salary)	**1,438.74**
Retirement - (11.28% * Gross Salary)	**2,121.44**
Unemployment - (.57% * Gross Salary)	**107.20**
Worker's Comp - (.75% * Gross Salary)	**141.05**
	27,630.28

Notes:

1 There are 2,088 work hours during the grant period of 09/01/2014 through 08/31/2015.
2 Health Insurance is $5,909.40 / yr times the percentage of pay from the grant.
3 2015 Fringe Rates 
4 No cost of living raise is budgeted.

Prepared by Mike Escaname
Health Human Services Dept.

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

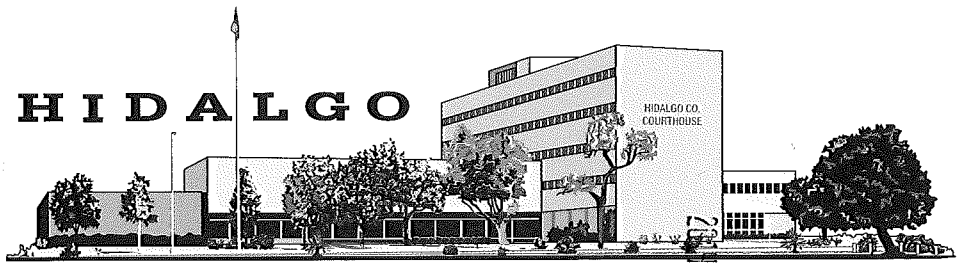
4-1293-441-00-340-051-5

AI - 45792

Child Health Services Grant

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	
G002	113	CLERK II	$18,735.00	$18,735.00	$18,735.00	0	$0.00	$0.00	$18,735.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			$18,735.00	$18,735.00	$18,735.00		$0.00	$0.00	$18,735.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

COUNTY of HIDALGO



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

EDINBURG, TEXAS 78539

HIDALGO COUNTY
BUDGET OFFICE
AUG 22 PM 3 05

August 22, 2014

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of State Health Services (TDSHS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$34,833.00	Award No. 2015-046149-001 CHS-TITLE V-CHILD HEALTH SERVICES

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/21/14
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-45769 **Health & Human Services Dept. 11. L.**

CC - REGULAR

Meeting Date: 08/25/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

RLSS / LPHS (1293):

1. Requesting approval to accept the RLSS / LPHS Local Public Health System grant contract #2015-001052-00 in the amount of $102,403.00 for the period of 09/01/2014 to 08/31/2015.
2. Requesting approval for County Judge to e-sign the RLSS / LPHS contract.
3. Requesting approval for County Judge to e-sign the Certification Regarding Lobbying statement
4. Requesting approval for County Judge to e-sign the Fiscal Federal Funding Accountability and Transparency Act Certification statement.
5. Requesting approval of the Certification of Revenue in the amount of $102,403.00.
6. Requesting approval of the budget appropriation in the amount of $102,403.00.
7. Requesting approval of the salary schedule.

BACKGROUND

05/27/14 - AI-44498 - Approval to submit renewal grant application for FY 15 funds.

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** 4-1293-441-00-340-006-5-XXX

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

BUDGETARY IMPACT:

Grant Fiscal Year 2015.
County Calendar/ Fiscal Year 2014.
Account Fiscal Year 5.

No local match required.

4-1293-334-10-340-006-5-000 RLSS / LPHS - Grant Revenue

Attachments

Grant Contract
Budget Appropriation
Salary Fringes Budget
salary schedule
cor

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/30/2014 04:48 PM

Rosalinda Cantu	Rosie Cantu	08/01/2014 04:04 PM
Mike Escaname (Originator)	Mike Escaname	08/05/2014 11:19 AM
Budget & Management	Debbie Tamez	08/05/2014 11:35 AM
Rosalinda Cantu	Rosie Cantu	08/21/2014 10:20 AM
Manuel Chapa	Manuel Chapa	08/21/2014 01:49 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Mike Escaname Started On: 07/30/2014 04:40 PM

Final Approval Date: 08/21/2014

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2015-001052-00

This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Hidalgo County (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is $102,403.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 09/01/2014 and ends on 08/31/2015. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. Program Name: RLSS/LPHS RLSS/Local Public Health System-PnP

7. Statement of Work:

STATEMENT OF WORK:

A. CONTRACTOR will work on continuing the local public health infrastructure within the counties identified in Section II by:

1. Developing objective(s) to address a public health issue;
2. Utilizing resources provided through this contract to conduct activities outlined in the Exhibit A and services that provide or support the delivery of essential public health services;
3. Assessing, monitoring, and evaluating the essential public health activities and services provided through this Program Attachment; and
4. Developing strategies to improve the delivery of essential public health service(s) to identified service area.

These tasks shall be performed in accordance with Department of State Health Services (DSHS) Division for Regional and Local Health Services Inter-local Application. The assessment and/or evaluation activities must include measurable standards. Acceptable standards include the National Public Health Performance Standards approved by the Centers for Disease Control and Prevention, Healthy People 2020 related goals and objectives, DSHS Programmatic grant guidance and performance standards relative to the contractors identified scope of work, as well as any federal, state or local law or regulation governing the delivery of essential public health services. Other evaluation methods utilizing standards not listed in this Program Attachment must be pre-approved by DSHS.

B. CONTRACTOR will perform activities required under this program attachment in the service area designated in the most recent version of Section 8, "Service Area" of this contract."

C. CONTRACTOR will comply with all applicable federal and state laws, rules, regulations and standards including, but not limited to, the following:

1. Chapter 23-11 of the Healthy People 2020;
2. Section 121.002, Texas Health & Safety Code, definition of ten essential public health services;
3. Government Code, Section 403.1055, “Permanent Fund for Children and Public Health”.

D. CONTRACTOR will not use funds from the Permanent Fund for Children and Public Health for lobbying expenses under the Government Code, Section 403.1067.

E. CONTRACTOR will comply with all applicable regulations, standards, and guidelines in effect on the beginning date of this Program Attachment.

F. DSHS will inform CONTRACTOR in writing of any changes to applicable federal and state laws, rules, regulations, standards and guidelines. CONTRACTOR shall comply with the amended law, rule, regulation, standard or guideline except that CONTRACTOR shall inform DSHS Program in writing if it shall not continue performance under this contract Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

G. DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor’s expenditures on a quarterly basis. If expenditures are below that

projected in Contractor's total Contract amount, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

PERFORMANCE MEASURES:

A. CONTRACTOR will complete the PERFORMANCE MEASURES as stated in the CONTRACTOR'S FY15 Local Public Health Service (LPHS) Service Delivery Plan, and as agreed upon by DSHS, hereby attached as Exhibit A.

B. CONTRACTOR will provide activities and services as submitted by CONTRACTOR in the following county (ies)/area:

BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed OR submitted by fax OR electronic mail to the addresses/number below.

Claims Processing Unit, MC 1940
Department of State Health Services
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX #: (512) 776-7442
Email: invoices@dshs.state.tx.us

8. Service Area

Hidalgo County

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00025

RLHS GOLIVE LPHS PROPOSAL

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 08/31/2015

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

State, State

14. DUNS Number:

103110834

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Project Service Deliv	Quarterly	09/01/2014	11/30/2014	12/31/2014
Project Service Deliv	Quarterly	12/01/2014	02/28/2015	03/31/2015
Project Service Deliv	Quarterly	03/01/2015	05/31/2015	06/30/2015
Project Service Deliv	Quarterly	06/01/2015	08/31/2015	09/30/2015
Financial Status Rep	Quarterly	09/01/2014	11/30/2014	12/31/2014
Financial Status Rep	Quarterly	12/01/2014	02/28/2015	03/31/2015
Financial Status Rep	Quarterly	03/01/2015	05/31/2015	06/30/2015
Financial Status Rep	Quarterly	06/01/2015	08/31/2015	10/15/2015

Submission Instructions:

Contractor shall submit Project Service Delivery Plan (Exhibit A) report on a quarterly basis, as noted on the Exhibit A, to the contract manager by the end of the month following the end of each quarter. Submit to: LocalPHTeam@dshs.state.tx.us ; Fax #: 512/776-9347.

Contractor shall submit quarterly FSRs to Fiscal-Claims Processing Unit by the last business day of the month following the end of each quarter. Contractor shall submit the final FSR no later than 45 calendar days following the end of the applicable term.
Submit to: invoices@dshs.state.tx.us ; Fax #: 512/776-7442.

16. Special Provisions

SPECIAL PROVISIONS:

General Provisions, ARTICLE II COMPLIANCE AND REPORTING, Section 2.03 Reporting, are revised to include the following paragraph:

CONTRACTOR will submit quarterly and final performance reports that describe progress toward achieving the objectives contained in approved Contractor's Service Delivery Plan and any written revisions. Contractor will submit the performance reports by the end of the month following the end of each quarter, in a format to be provided by DSHS. Failure to submit a required report of additional requested information by the due date specified in the Program Attachment (s) or upon request constitutes breach of contract, may result in delay payment, and may adversely affect evaluation of Contractor's future contracting opportunities with the department.

Programmatic Reporting Submission Requirements:

Reports and Report signature page should be sent electronically to:

LocalPHTeam@dshs.state.tx.us, or the signature page can sent by facsimile to 512-776-7391. A copy of the report should be sent to the respective DSHS Health Service Region, Attention: Deputy Regional Director.

See Programmatic Reporting Requirements section for required reports.

General Provisions, ARTICLE III SERVICES, Section 3.02 Disaster Services, is revised to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts. DSHS will reimburse Contractor up to 5% of this Program Attachment funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor will maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor will notify the Assigned Contract Manager in writing when this provision is implemented.

General Provisions, ARTICLE XIV GENERAL BUSINESS OPERATIONS OF CONTRACTOR, Section 14.01 Responsibilities and Restrictions Concerning Governing Board, Officers and Employees, is not applicable to this program Attachment.

General Provisions, ARTICLE XIV GENERAL BUSINESS OPERATIONS OF CONTRACTOR, Section 14.20 Equipment (Including Controlled Assets) Purchases, is revised to include the following:

For the purpose of this Program Attachment, equipment is not approved as part of the base budget for LPHS. The funds are for direct services. Although, at mid-year of the contract term, if funds are identified as not being used, the funds may be used to purchase equipment in the 3rd quarter of the contract or program attachment term. Contractor must submit proposal to redirect funds with justification as to how the equipment helps achieve the goals, objectives, and deliverables outlined in Exhibit A (Project Service Delivery Plan). The proposal must be submitted to the contract manager assigned to the program attachment.

General Provisions, ARTICLE XV GENERAL TERMS, Section 15.15 Amendment, is amended to include the following:

Contractor must submit all amendment and revision requests electronically through the Contract Management and Procurement System (CMPS) at least 90 days prior to the end of the term of this Program Attachment.

17. Documents Forming Contract. The Contract consists of the following:

a. Contract (this document)	2015-001052-00
b. General Provisions	Subrecipient General Provisions
c. Attachments	Budgets
d. Declarations	Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
e. Exhibits	Project Service Delivery Plan

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name:	Hidalgo County
Vendor Identification Number:	17460007176

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

Department of State Health Services	**Hidalgo County**
By: Signature of Authorized Official	By: Signature of Authorized Official
Date	Date
Name and Title 1100 West 49th Street Address Austin, TX 787-4204 City, State, Zip	Name and Title Address City, State, Zip
Telephone Number	Telephone Number
E-mail Address	E-mail Address

Budget Summary

Organization Name: Hidalgo County Program ID: RLSS/LPHS

Contract Number: 2015-001052-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	$61,946.00	$0.00	$0.00	$61,946.00
Fringe Benefits	$22,716.00	$0.00	$0.00	$22,716.00
Travel	$0.00	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00	$0.00
Supplies	$12,741.00	$0.00	$0.00	$12,741.00
Contractual	$0.00	$0.00	$0.00	$0.00
Other	$5,000.00	$0.00	$0.00	$5,000.00
Total Direct Costs	$102,403.00	$0.00	$0.00	$102,403.00
Indirect Costs	$0.00	$0.00	$0.00	$0.00
Totals	$102,403.00	$0.00	$0.00	$102,403.00

Project Service Delivery Plan

Organization Name:	Hidalgo County		
Contract Number:	2015-001052-00	Program ID:	RLSS/LPHS
Contract Term:	09/01/2014 - 08/31/2015	Program Name:	RLSS/Local Public Health System-P

Exhibit A:

Local Health Department: Hidalgo County
Contract Term: September 1, 2014 through August 31, 2015

Indicate in this plan how requested Local Public Health Services (LPHS) contract funds will be used to address a public health issue through essential public health services. The plan should include a brief description of the public health issue(s) or public health program to be addressed by LPHS funded staff, and measurable objective(s) and activities for addressing the issue. List only public health issues/programs, objectives and activities conducted and supported by LPHS funded staff. List at least one objective and subsequent required information for each public health issue or public health program that will be addressed with these contract funds. The plan must also describe a clear method for evaluating the services that will be provided, including identification of a specific evaluation standard, as well as recommendations or plans for improving essential public health services delivery based on the results of the evaluation. Complete the table below for each public health issue or public health program addressed by LPHS funded staff. (Make additional copies of the table as needed)

Public Health Issue: Briefly describe the public health issue to be addressed. Number issues if more than one issue will be addressed.
1. To continue to enhance, develop and promote programs that support individual and community efforts to improve health.
2. To continue to develop and implement quality assurance policies to assure a competent public health and personal health care workforce.

Essential Public Health Service(s): List the EPHS(s) that will be provided or supported with LPHS Contract funds
EPHS 3) Inform, educate, and empower people about health status.
EPHS 8) Assure a competent public health and personal health care workforce.

Objective(s): List at least one measurable objective to be achieved with resources funded through this contract. Number all objectives to match issue being addressed. Ex: 1.1, 1.2, 2.1, 2.2, etc.)
1.1 During FY 15, the HCHHSD will empower the community to emprove their health status by being actively involved in providing health education in promoting wellness and disease prevention.
2.2 During FY 15, the HCHHSD will assure a competent public health and personal health care workforce.

Performance Measure: List the performance measure that will be used to determine if the objective has been met. List a performance measure for each objective listed above.
1.1 During FY 15, the HCHHSD will continue to educate and empower the community, students in public schools, health clinics and agency workforce on tobacco prevention and cessation, disease prevention, and health promotion.
2.2 During FY 15, 100% of the HCHHSD professional staff will be in compliance with professional licensure, certifications, and yearly required trainings.

Activities List the activities conducted to meet the proposed objective. Use numbering system to designate match between issues/programs and objectives.
1.1.1. The Public Health Technician I (PHT I) will develop health, wellness, & disease prevention educational programs (power points, video's, DVD's) for community presentations; and to include public service announcements in news paper, TV, radio & Web.
1.1.2. The PHT I will develop specific program modules (power points, video's DVD's) for the department's professional staff quarterly/yearly trainings.
1.1.3. HCHHSD Vector Control staff will use the mosquito sprayers in residential areas within Hidalgo County with the primary goal of preventing mosquito borne illnesses i.e. West Nile, Dengue, and other diseases.
1.1.4. The PHS, Educator & Outreach Specialist will continue to provide individual & group health education promoting wellness & disease prevention in the health clinics & in the community.
1.1.5. The PHS, Educator & Outreach Specialist will continue to participate in health fairs in the community promoting wellness and disease prevention.
1.1.6. The PHS will continue to collaborate with community agencies and schools in developing activities to promote the program prevention/cessation of tobacco use.

2.2.1. The DON & Adm. Secretary will continue to secure & update required licensure from Health Department professional personnel yearly.
2.2.2. The DON & Adm. Secretary will continue to secure and update required certifications (i.e. CPR, Vision & Hearing) from the Health Department professional and support personnel, as needed.
2.2.3. The DON & ADON will continue to provide and maintain professional and support personnel educated/trained on required health issues (i.e. infection control, family violence, clinical policies and procedures).

Evaluation and Improvement Plan List the standard and describe how it is used to evaluate the activities conducted. This can be a local, state or federal guideline.
1.1.1. The Director of Nursing (DON) & Chief Administrative Officer will monitor & evaluate educational programs presented to the community thru post-presentation participant evaluations & community event after action reports.
1.1.2. The DON & Assistant Director of Nursing (ADON) will monitor & evaluate the training programs thru professional staff post-training evaluations.
1.1.3. HCHHSD's Environmental Division Manager will coordinate the usage of the mosquito sprayers that will maximize disease/illness prevention within the County. This action will be supported by community education, media exposure and vector trapping efforts.
1.1.4. – 1.1.5. The DON will utilize the States Healthy People 2020 objectives for cardiac & cancer disease prevention.
1.1.6. The standards/laws from state, local and federal on tobacco use regulations will be re-inforced. PHS will evaluate feed back from surveys/questionnaires collected from community sites on personal daily living and tobacco use.

2.2.1. The DON and Adm. Secretary will ensure compliance of Texas Board of Nursing Standards by

maintaining licenses of all professional current and secure in personnel file, yearly.
2.2.2. The DON and ADON and Adm. Secretary will ensure all professional & support staff maintain certifications for CPR, Vision/Hearing and C/M are kept current as per DSHS standards.
2.2.3. The DON and ADON will schedule trainings for professional & support staff as per Health Department Staff Development Policies; and will conduct yearly (and as needed) job performance evaluations which will be used to measure staff development needs on an ongoing basis.

Deliverable Describe the tangible evidence that the activity was completed.
1.1.1. The DON & Public Health Specialist (PHS) will maintain a library of all developed educational materials and will secure & keep on file the monthly activity reports.
1.1.2. The DON will maintain the agenda's & sign up sheets of trainings conducted on file.
1.1.3. HCHHSD's Environmental Division Manager and their team will maintain application data, GPS locations, and documentation regarding any intervention prevention efforts being provided.
1.1.4. -1.1.5. Monthly schedules of daily activities will be maintained and kept on file by the PHS. Monthly and quarterly reports will be compiled on activities conducted; and, surveys and questionnaires will be utilized to measure effectiveness and future planning in all activities.
1.1.6. The monthly schedules of daily activities will be maintained & kept on file by the PHS.

2.2.1. - 2.2.2. Required licenses/certifications of professional and assigned personnel will be secured and kept on file at the Department's Central Office by the DON & Administrative Secretary.
2.2.3. Professional and assigned personnel trainings/in-services agenda's/ minutes and registration lists will be kept on file by the DON. The department Staff Development Plan will be kept current by the DON; and made accessible to all clinic personnel.

TEXAS Department of State Health Services

CMPS Contract Management and Procurement System

CERTIFICATION REGARDING LOBBYING

Organization Name: Hidalgo County
Contract Number: 2015-001052-00

For contracts greater than $100,000, this attachment is applicable and must be signed as part of the contract agreement.

CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her 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 an 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, 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 federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, “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 subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon 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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

(•) Applicable ( ) Non-Applicable

Signature of Authorized Individual Date:

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Certification Regarding Lobbying			
	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification			
	Signature Page			

TEXAS Department of State Health Services

CMPS Contract Management and Procurement System

FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Organization Name	Hidalgo County				
Address	1304 S 25th St				
City	Edinburg	State	Texas	Zip Code (9 digit)	78539
Payee Name	Hidalgo County				
Address	Hidalgo County Treasurer 2810 S Business 281				
City	Edinburg	State	TX	Zip Code (9 digit)	78539-6243
Vendor identification No.		17460007176		MailCode	037
Payee DUNS No. *		103110834			

1. Did your organization have a gross income, from all sources, of more than $300,000 in your previous tax year? *

(●) Yes ( ) No

2. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

( ) Yes (●) No

3. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

(●) Yes ( ) No

Identify contact persons for FFATA Correspondence. *

FFATA Contact Person #1

Name*	Ramon Garcia
Email*	ramon.garcia@co.hidalgo.tx.us
Telephone*	(956) 318-2600

FFATA Contact Person #2

Name*	Ray Eufracio CPA

Email*	ray.eufracio@auditor.co.hidalgo.tx.us
Telephone*	(956) 318-2511

☐ As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

E-Signature Date

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Certification Regarding Lobbying			
	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification			
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	Contract Print			
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DATE: September 01, 2014

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 4-1293-441-00-340-006-5-XXX RLSS / LPHS

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Personnel		
4-1293-441-00-340-006-5-113	RLSS / LPHS - Reg F/T Employees	$ 61,946.00
Fringes		
4-1293-441-00-340-006-5-211	RLSS / LPHS - Health Insurance	$ 10,105.00
4-1293-441-00-340-006-5-212	RLSS / LPHS - Life Insurance	$ 65.00
4-1293-441-00-340-006-5-220	RLSS / LPHS - FICA	$ 4,739.00
4-1293-441-00-340-006-5-230	RLSS / LPHS - Retirement	$ 6,988.00
4-1293-441-00-340-006-5-250	RLSS / LPHS - Unemployment Comp	$ 354.00
4-1293-441-00-340-006-5-260	RLSS / LPHS - Workers Comp	$ 465.00
Supplies		
4-1293-441-00-340-006-5-601	RLSS / LPHS - Office & Computer Supplies	$ 2,000.00
4-1293-441-00-340-006-5-603	RLSS / LPHS - Educational / Instructional Supplies	$ 8,241.00
4-1293-441-00-340-006-5-665	RLSS / LPHS - Minor Computer Equipment	$ 2,500.00
Other		
4-1293-441-00-340-006-5-550	RLSS / LPHS - Printing & Binding	$ 5,000.00
	TOTAL APPROPRIATION	$ 102,403.00
4-1293-334-10-340-006-5-000	RLSS / LPHS - Grant Revenue	$ 102,403.00
	TOTAL APPROPRIATION	$ 102,403.00

REASON: To appropriate the RLSS / LPHS grant award for FY 15.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

RLSS / LPHS FY 15
Grant Application
Salary Budget
09/01/2014 - 08/31/2015
For Budget Purposes Only

RLSS / LPHS FY 15 (program 006)

												Hourly Rate				2014	2015				Fringes				Insurance			
Slot #	Employee #	Position Title	2014 Payroll Salary	2015 Budgetd Salary With 3% COLA	2014 Budgeted Salary	Actual Salary (Prog 005)	Actual Salary (General Fund)	Actual Salary (RLSS Progam) (current)	Salary (RLSS Progam) (With 3% COLA)	% of Other Sources Funding	% of RLSS Grant Funding	Hourly Rate (current)	Hourly Rate With 3%	# of Hours in 2014	# of Hours in 2015	Salary Amount from 09/01/14 - 12/31/14	Salary Amount from 01/01/15 - 08/31/15	Fiscal Year Salary Amount 09/01/14 - 08/31/15	Monlty Salary	RLSS Grant Projected Salaries	FICA (7.65%	Retirement (11.28%)	Unemployment (.57%)	Workers Comp (.75%)	Health Ins.	Life Ins.	Projected Fringes	Projected Total Salaries & Fringes
G003	192287	Public Health Specialist	33,622.00	34,630.66	33,622.00	-	16,603.00	17,019.00	17,529.57	0.49	0.51	16.1644	16.6494	704	1,384	11,379.75	23,042.71	34,422.46	2,868.54	17,555.46	1,342.99	1,980.26	100.07	131.67	2,977.92	19.16	6,552.06	24,107.52
G004	028444	Administrative Assistant III	36,214.00	37,300.42	36,214.00	-	28,245.00	7,969.00	8,208.07	0.78	0.22	17.4106	17.9329	704	1,384	12,257.05	24,819.13	37,076.17	3,089.68	8,156.76	623.99	920.08	46.49	61.18	1,284.59	8.26	2,944.59	11,101.35
G005	157473	Public Health Technician I	35,391.00	36,452.73	35,391.00	-	-	35,391.00	36,452.73	-	1.00	17.0149	17.5254	704	1,384	11,978.49	24,255.09	36,233.58	3,019.46	36,233.58	2,771.87	4,087.15	206.53	271.75	5,839.05	37.56	13,213.91	49,447.49
			105,227.00	**108,383.81**	**105,227.00**	**-**	**44,848.00**	**60,379.00**								**35,615.29**	**72,116.92**	**107,732.21**	**8,977.68**	**61,945.80**	**4,738.85**	**6,987.49**	**353.09**	**464.59**	**10,101.56**	**64.98**	**22,710.56**	**84,656.36**

Notes:

1 This schedule was prepared when the grant application was submitted to DSHS on 05/08/14.
2 A 3% cost of living increase is budgeted from 01/01/15 to 08/31/15. (pending CC approval)
3 2015 fringe benefit rates are used as this is the latest information available at this time.
4 Actual work hours in grant period used which total to 2,088 for FY 15.

5 County Salary Schedule ---------->

6 2015 Fringe Rates ---------->

Prepared by Mike Escaname
HCHHSD
05/12/14

HIDALGO COUNTY
Department Of Budget And Management
2014 SALARY SCHEDULE

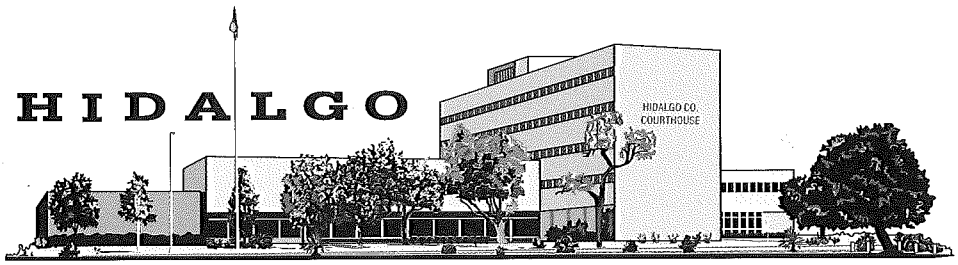
5

1293-441-00-340-006-4

OPHP-LPH

Slot #	Obj #	EMPLOYEE NAME	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 Allownaces					ACTUAL TOTAL COMP.
												Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	
G003	113	GREGORIO SANCHEZ	PUBLIC HEALTH SPECIALIST	$17,915.00	$0.00	$17,915.00	0	$0.00	$0.00	$17,915.00	$17,019.00	$0.00	$0.00	$0.00	$0.00	$0.00	$17,019.00
G004	113	SYLVIA NOEMI ROCHA	ADMINISTRATIVE ASSISTANT III	$7,969.00	$0.00	$7,969.00	0	$0.00	$0.00	$7,969.00	$7,969.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,969.00
G005	113	ALBERTO HERNANDEZ	PUBLIC HEALTH TECHNICIAN I	$35,391.00	$0.00	$35,391.00	0	$0.00	$0.00	$35,391.00	$35,391.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,391.00
			Total:	$61,275.00	$0.00	$61,275.00		$0.00	$0.00	$61,275.00	$60,379.00	$0.00	$0.00	$0.00	$0.00	$0.00	$60,379.00

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

HIDALGO COUNTY
BUDGET OFFICE
2014 AUG 22 AM 8:25

August 22, 2014

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of State Health Services (TDSHS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$102,403.00	Award No. 2015-001052-00 RLSS/LPHS

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/21/14
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 GÓNZALEZ, 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-45749 **Health & Human Services Dept. 11. M.**

CC - REGULAR

Meeting Date: 08/25/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval of the Memorandum of Understanding and Data Use Agreement between The Department of State Health Services, Hidalgo County Health & Human Services Department and Mission Regional Medical Center. This MOU serves a public purpose in protecting the public health of citizens of Texas.

BACKGROUND

The scope of activities includes Provider to transmit to the Health & Human Services Dept. electronic health data to support syndromic surveillance activities which can be useful in detecting and mitigating the effects of terrorist incidents, in identifying and responding to naturally occurring diseases and for other public health uses consistent with state law.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

DSHS Letter

legal email

MOU

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/30/2014 02:36 PM
Manuel Chapa	Manuel Chapa	08/06/2014 10:01 AM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Mike Escaname Started On: 07/30/2014 01:42 PM

Final Approval Date: 08/21/2014

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.
COMMISSIONER

Health Service Region 11
601 West Sesame Drive
Harlingen, Texas 78550
www.dshs.state.tx.us

March 31, 2014

Dear Hospital CEO:

I am writing to invite your hospital to participate in syndromic surveillance reporting to public health via BioSense 2.0, a national syndromic surveillance system being implemented statewide by the Texas Department of State Health Services (DSHS).

In Health Service Region 11, the on-boarding process for hospitals to submit syndromic surveillance data to public health is now underway. Your hospital's participation is essential for adequate surveillance in areas your facility serves. Additionally, your hospital will benefit from syndromic surveillance for the following reasons:

- Hospitals can **qualify for meaningful use incentive payments** when they adopt certified Electronic Health Record (EHR) technology and follow objectives as defined in the Health Information Technology for Economic and Clinical Health (HITECH) Act. One of these objectives – meeting the meaningful use criterion for sharing data with public health - can be fulfilled by sharing syndromic surveillance data as a BioSense 2.0 participant.
- **Participation is free and technical assistance is available** through the DSHS contractor that is serving as the data aggregator for BioSense 2.0.

Nearly 200 Texas hospitals currently support syndromic surveillance — the timely collection, analysis, and investigation of health-related data that precede diagnosis to facilitate early disease outbreak detection. This data is helping local public health agencies and DSHS monitor regional and local health patterns in real-time. Early detection of diseases is critical in helping public health personnel collaborate with the medical community, establish mass distribution systems, dispense anti-viral or antibacterial prophylaxis agents, and reduce morbidity and mortality.

Participation occurs with Healthcare Information Portability and Accountability Act (HIPAA) compliance and with no software licensing cost or support required (beyond answering possible calls in an outbreak).

Obtaining a signed data use agreement (DUA) is a prerequisite to sharing your syndromic surveillance data. Enclosed you will find a Texas BioSense 2.0 DUA for your review along with a fact sheet on this syndromic surveillance system. The DUA and fact sheet will be provided to your hospital's Infection Preventionists. They will need your approval to take the necessary next steps. If you have any questions please contact our Regional Epidemiologist, Ms. Herminia Alva at herminia.alva@dshs.state.tx.us or 956-421-5559. Thank you for your consideration in participating in this mutually beneficial sharing of your facility's syndromic surveillance data.

Sincerely,

Brian Smith, MD, MPH
Regional Medical Director
DSHS Health Service Region 11

From: "Josephine L. Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
To: '"Mike Escaname"' <miguel.escaname@hchd.org>, michael.garza@da.co.hidalgo.tx.us
Cc: eddie.olivarez@hchd.org, steven.hinojosa@hchd.org
Subject: RE: Request for Review - MOU - Mission Regional Medical Center
Date: 8/6/2014 8:56:57 AM

We have reviewed the attached MOU and approve as to the form of the agreement.

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: Mike Escaname [mailto:miguel.escaname@hchd.org]
Sent: Wednesday, July 30, 2014 11:14 AM
To: michael.garza@da.co.hidalgo.tx.us
Cc: josephine.ramirez@da.co.hidalgo.tx.us; eddie.olivarez@hchd.org; steven.hinojosa@hchd.org
Subject: Request for Review - MOU - Mission Regional Medical Center

Hello Michael:

We'd appreciate if you can provide a final review of the attached MOU with Mission Regional Medical Center as we plan to present this to Commissioner's Court for approval.

I understand you had previously communicated with Lauren Rabe & Steve Hinojosa around October 2013 regarding this MOU.

Please advise if you approve this MOU.

Thanks,

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

BACKGROUND

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

1. SCOPE OF ACTIVITIES

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

2. CONFIDENTIALITY

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

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

users:

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

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

3. TERM

This MOU begins on August 25, 2014 and shall remain in effect until terminated by either party upon 30 days written notice. This MOU shall terminate five years from the date signed by all parties, but may be renewed on, before or after that date.

4. FINANCIAL RESPONSIBILITY

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

5. AGENCY-INDEPENDENT MOU

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

6. ASSIGNMENT

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

7. THIRD PARTY BENEFICIARY EXCLUDED

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

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

8. MISCELLANEOUS

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

9. TERMINATION

Any party may terminate this MOU by:

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

10. PARTIES ADDRESSES

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

Hidalgo County Health and Human Services
1304 S. 25 St
Edinburg, TX 78539

Mission Regional Medical Center
900 S. Bryan Rd
Mission, TX 78572

Department of State Health Services

By: _____

Name: _____

Date:_____

Title: _____

PROVIDER

By: _____

Name: _____

Date:_____

Title: _____

Hidalgo County Health and Human Services

By: _____

Name: _Ramon Garcia_____

Date:___08/25/14_____

Title: __Hidalgo County Judge____

Exhibit A: Syndromic Surveillance Project Guidelines and Timetable

Objectives and participant benefits:

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

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

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

Deliverables and timeline:

- PROVIDER will, at its earliest convenience, select a method approved by HEALTH DEPARTMENTS, for sharing the limited data set (see Exhibit B), then test and implement the approved method as well as complete any other work necessary to support timely data transfers to HEALTH DEPARTMENTS.
- PROVIDER is encouraged to provide a sufficient quantity of historical data (one year's worth ideally), subject to approval of HEALTH DEPARTMENTS or their authorized agents, for purposes of establishing an accurate baseline of hospital activity.
- HEALTH DEPARTMENTS or their authorized agents will coordinate any assistance available to help establish, test and ultimately maintain the approved method of data sharing.
- DSHS or its authorized agents will provide one or more authorized users at PROVIDER with access rights to view PROVIDER data and aggregate, de-identified health data received in the BioSense 2.0 network to the fullest extent BioSense 2.0 accommodates this.

Exhibit B: Limited Data Set Use Specifications:

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

Specifications for PROVIDER's disclosure of limited data set:

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

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

- Includes date of birth, arrival time, arrival date, gender, home zip code, work zip code, chief complaint or symptoms, a field that identifies the hospital as a location,

and PROVIDER's choice of either a patient visit number or a sequential transmission number.

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

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

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

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

PROVIDER responsibilities: PROVIDER will:

a. provide protected health information in a limited data set to HEALTH DEPARTMENTS, in the format and medium reasonably requested by HEALTH DEPARTMENTS or their authorized agents (see deliverables, Exhibit A).

b. disclose in its notice of privacy practices that it may disclose protected health information for purposes of research.

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

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

AI-45746 **Health & Human Services Dept. 11. N.**

CC - REGULAR

Meeting Date: 08/25/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to submit Office of the Governor Appointment Application. Application is for consideration of membership in the United States & Mexico Border Health Commission.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Application

Border Health Commission Act

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/30/2014 03:56 PM
Manuel Chapa	Manuel Chapa	08/08/2014 10:03 AM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Mike Escaname Started On: 07/30/2014 12:59 PM

Final Approval Date: 08/21/2014

OFFICE OF THE GOVERNOR

RICK PERRY
GOVERNOR

July 21, 2014

Mr. Eduardo "Eddie" Olivarez
1304 South 25th Street
Edinburg, TX 78539

Dear Mr. Olivarez:

It has been suggested to us that you would be an excellent candidate to consider for appointment to a state board or commission. If you are interested in being considered, please complete the enclosed application, attach a resume, indicate the specific board(s) or commission(s) you might be interested in along with your general area of interest, and return the material to us at the address indicated. You may refer to the governor's website, *www.governor.state.tx.us*, or contact our office for information regarding appointments.

Thank you in advance for your interest in serving Texas.

Sincerely,

Darrell D. Dávila
Director of Governmental Appointments

DDD: jlp

Enclosure

GOVERNOR RICK PERRY

OFFICE OF THE GOVERNOR
APPOINTMENT APPLICATION

1. Personal Information

2. Photograph

Full Legal Name			
Preferred Name			
Spouse's Name			
Physical Home Address			
City, State Zip			
Mailing Address			
City, State Zip			
County	Work Telephone	Home Telephone	
Cellular	Home Fax	Work Fax	State Senator
E-Mail Address			State Representative

3. Employment Information

Employer	Employer's Address	Present Job Title
		Profession
Present Job Description		

4. Education/Training

Type of School	Name and Location of School	Year Graduated	Degree and Field of Study
High School			
Undergraduate			
Graduate			
Other			

Name

5. Employment History

Employer	Position	Dates	Location

6. Military Service

Are you or have you ever been a member of the Armed Forces of the United States: ☐ Yes ☐ No

Branch	Dates of Service	Type of Discharge

7. Spouse Information ☐ This Section Not Applicable

Spouse's Employer	Job Title/Position
Does your spouse conduct any business with or before the Texas Legislature or any other state entity? ☐ Yes ☐ No	If yes, please list agencies:

8. Professional Memberships

Organization	Title/Position	Current/Former

9. Volunteer Participation

Organization	Title/Position	Current/Former

10. References

Name	Employer	City	Telephone	Relationship

Name

11. Miscellaneous Information

Note: "Material interest" is defined as a ten (10) percent or greater ownership or serving on the governing board of directors. This does not apply to mutual funds in which you do not exercise authority in investment decisions.

Have you filed federal income tax returns for the past five (5) years? If no, give details.	☐ Yes ☐ No

Have you ever defaulted on a personal, business or student loan? If yes, give details.			☐ Yes ☐ No
Type of Loan	**Date**	**Details**	

Are you, your spouse, or any company in which you have a material interest currently delinquent in any local, state or federal taxes? If yes, give details.	☐ Yes ☐ No

Have you ever been delinquent in child support payments? If yes, give details.	☐ Yes ☐ No ☐ Not Applicable

Have you, your spouse, or any company in which you have a material interest or of which you have been an officer or principal been involved in any bankruptcy proceeding? If yes, give details including dates.	☐ Yes ☐ No

Do you or your spouse have any material interest in, or are either of you employed by, any company that does business with or receives funds from the State of Texas? If yes, give full name and details:		☐ Yes ☐ No
Name of Company	**Details**	

Have you, your spouse, or any company in which you or your spouse have an interest been party to litigation? If yes, give details.	☐ Yes ☐ No

Name

11. Miscellaneous Information (Continued)

Are you or your spouse related to a local, state, or federal public official? ☐ Yes ☐ No	
Name of Official and Title	**Relationship**

Do you currently serve, or have you ever served, on any local, state or federal government board, commission or committee or in any elected or appointed office? ☐ Yes ☐ No				
Entity	**Position**	**Dates**	**Compensated (Y/N)**	**Reimbursed (Y/N)**

Are you or your spouse an officer, director, employee or paid consultant of a trade association? ☐ Yes ☐ No	Self
If yes, please list association and position:	Spouse

Have you or your spouse ever been registered as a lobbyist or received compensation to represent someone before a local, state, or federal government? ☐ Yes ☐ No			
Self or Spouse	**Entity Represented**	**Entity Lobbied**	**Dates**

In the last five years, have you, or any company in which you have a material interest, been licensed by a Texas state agency? If yes, give details. ☐ Yes ☐ No			
Agency	**Type of License**	**License #**	**Expiration**

To the best of your knowledge, has any federal, state or local law enforcement or regulatory agency (on behalf of itself or any other person or entity) filed or investigated any grievance or complaint against you, your spouse, or an entity in which you have a material interest? If yes, give details and disposition (investigated, dismissed, reprimanded) ☐ Yes ☐ No		
Agency	**Date**	**Details and Disposition**

Name

11. Miscellaneous Information (Continued)

To the best of your knowledge, have you, your spouse, or any company in which you have a material interest been investigated, reprimanded, fined or suspended from doing business with any state or federal agency? If yes, give details and disposition (investigated, reprimanded, fined, suspended)	☐ Yes ☐ No

Agency	Date	Details and Disposition

Have you ever been convicted in a criminal proceeding (excluding traffic violations), placed on probation, required to perform community service, or had a criminal proceeding disposed of by pre-trial diversion, deferred prosecution, deferred adjudication, or some similar proceeding? If yes, list the charge, the date of the offense, the city and/or county and state in which it allegedly occurred, and the disposition thereof.	☐ Yes ☐ No

12. State Board(s), Commission(s), or Task Force(s) of Interest to You:

The list of all entities to which the Governor makes appointments may be found at: http://www.governor.state.tx.us/appointments/positions

13. Certification

Full Legal Name			
Date of Birth	/ / 19	Texas Driver License or DPS ID#	
Are you a U.S. Citizen?			☐ Yes ☐ No
Ethnicity: (Optional) ☐ White ☐ African American ☐ Hispanic ☐ Asian American ☐ Native American ☐ Other			

Notes:

- Appointment to a Board or Commission may require the annual filing of a Personal Financial Statement (PFS) Form with the Texas Ethics Commission.
- A resume must be attached in order for this application to be considered complete.
- Judicial candidates must also complete a Judicial Questionnaire.
- Any information provided on the application or attached may be subject to the Texas Public Information Act. This means that an individual requesting copies of the information in your file may be provided access to that information.

CERTIFICATION OF APPLICANT

I hereby certify that the foregoing and any attached statements are true, accurate and complete. I agree that any misstatement, misrepresentation, or omission of a fact may result in my disqualification for appointment. I assign and hereby give the Office of the Governor full authority to conduct background investigations pertinent to this application. I specifically authorize the Texas Department of Public Safety to conduct a background investigation and to disclose the results of that investigation to the Governor or his authorized representative.

_____
Applicant's Signature

_____
Date

Submit to: Appointments Staff
Office of Governor Rick Perry
PO Box 12428
Austin, Texas 78711

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Public Law 103-400
103d Congress

An Act

To authorize and encourage the President to conclude an agreement with Mexico to establish a United States-Mexico Border Health Commission.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

This Act may be cited as the "United States-Mexico Border Health Commission Act".

SEC. 2. ESTABLISHMENT OF BORDER HEALTH COMMISSION.

The President is authorized and encouraged to conclude an agreement with Mexico to establish a binational commission to be known as the United States-Mexico Border Health Commission.

SEC. 3. DUTIES.

It should be the duty of the Commission--

(1) to conduct a comprehensive needs assessment in the United States-Mexico Border Area for the purposes of identifying, evaluating, preventing, and resolving health problems and potential health problems that affect the general population of the area;

(2) to implement the actions recommended by the needs assessment through--

(A) assisting in the coordination and implementation of the efforts of public and private entities to prevent and resolve such health problems, and

(B) assisting in the coordination and implementation of efforts of public and private entities to educate such population, in a culturally competent manner, concerning such health problems; and

SEC. 4. OTHER AUTHORIZED FUNCTIONS.

In addition to the duties described in section 3, the Commission should be authorized to perform the following functions as the Commission determines to be appropriate--

(1) to conduct or support investigations, research, or studies designed to identify, study, and monitor, on an on-going basis,

health problems that affect the general population in the United States-Mexico Border Area;

(2) to conduct or support a binational, public-private effort to establish a comprehensive and coordinated system, which uses advanced technologies to the maximum extent possible, for gathering health-related data and monitoring health problems in the United States-Mexico Border Area; and

(3) to provide financial, technical, or administrative assistance to public or private nonprofit entities who act to prevent or resolve such problems or who educate the population concerning such health problems.

SEC. 5. MEMBERSHIP.

(a) NUMBER AND APPOINTMENT OF UNITED STATES SECTION.—The United States section of the Commission should be composed of 13 members. The section should consist of the following members:

(1) The Secretary of Health and Human Services or the Secretary's delegate.

(2) The commissioners of health or chief health officer from the States of Texas, New Mexico, Arizona, and California or such commissioner’s delegates.

(3) Two individuals residing in United States-Mexico Border Area in each of the States of Texas, New Mexico, Arizona, and California who are nominated by the chief executive officer of the respective States and appointed by the President from among individuals who have demonstrated ties to community-based organizations and have demonstrated interest and expertise in health issues of the United States-Mexico Border Area.

(b) COMMISSIONER.-- The Commissioner of the United States section of the Commission should be the Secretary of Health and Human Services or such individual's delegate to the Commission. The Commissioner should be the leader of the section.

(c) COMPENSATION.-- Members of the United States section of the Commission who are not employees of the United States or any State--

(1) shall each receive compensation at a rate of not to exceed the daily equivalent of the annual rate of basic pay payable for positions at GS-15 of the General Schedule under section 5332 of title 5, United States Code, for each day such member is engaged in the actual performance of the duties of the Commission; and

(2) shall be allowed travel expenses, including per diem in lieu of subsistence at rates authorized for employees of agencies under subchapter I of chapter 57 of title 5, United States Code, while away from their homes or regular places

of business in the performance of services of the Commission.

SEC. 6. REGIONAL OFFICES.

The Commission may designate or establish one border health office in each of the States of Texas, New Mexico, Arizona, and California. Such office should be located within the United States-Mexico Border Area, and should be coordinated with--

(1) State border health offices; and

(2) local nonprofit organizations designated by the State's chief executive officer and directly involved in border health issues.

If feasible to avoid duplicative efforts, the Commission offices should be located in existing State or local nonprofit offices. The Commission should provide adequate compensation for cooperative efforts and resources.

SEC. 7. REPORTS.

Not later than February 1 of each year that occurs more than 1 year after the date of the establishment of the Commission, the Commission should submit an annual report to both the United States Government and the Government of Mexico regarding all activities of the Commission during the preceding calendar year.

SEC. 8. DEFINITIONS.

As used in this Act:

(1) COMMISSION.-- The term "Commission" means the United States-Mexico Border Health Commission.

(2) HEALTH PROBLEM.-- The term "health problem" means a disease or medical ailment or an environmental condition that poses the risk of disease or medical ailment. The term includes diseases, ailments, or risks of disease or ailment caused by or related to environmental factors, control of animals and rabies, control of insect and rodent vectors, disposal of solid and hazardous waste, and control and monitoring of air quality.

(3) SECRETARY.-- The term "Secretary" means the Secretary of Health and Human Services.

(4) UNITED STATES-MEXICO BORDER AREA.-- The term "United States-Mexico Border Area" means the area located in the United States and Mexico within 100 kilometers of the border between the United States and Mexico.

Approved October 22, 1994.

LEGISLATIVE HISTORY—S. 1125 (H.R. 2305):
HOUSE REPORTS: No. 103-710, Pt. 1 accompanying H.R. 2305 (Comm. On Energy and Commerce
CONGRESSIONAL RECORD, Vol. 140 (1994):
Sept. 30, considered and passed Senate.
Oct. 3, 4, considered and rejected in House
Oct. 5, considered and passed House.

AI-46098 **Emergency Management 12. A.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: Belinda Alvarez, (Co. Judge's Office) **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Presentation, discussion and authorization to submit the Frequency Reconfiguration Agreement between the County of Hidalgo and Nextel of Texas, Inc (Sprint) to compensate the County of Hidalgo for the costs to facilitate the transition for reconfiguration of the county's 800 MHz radio system.
2. Presentation, discussion and authorization to submit the Motorola Solutions Reconfiguration Implementation Phase Agreement as part of the 800MHz reconfiguration of the county's radio system. Subject to legal approval.

BACKGROUND

05/20/2014
AI 44540
Presentation, discussion and authorization to submit Schedule C- 800 MHz Reconfiguration Cost Estimate to Sprint/Nextel to request reconfiguration funding required to cover costs to reconfigure the county's radio system.

Presentation, discussion and authorization to allow Oscar Montoya, as the current licensee, to sign any and all document related to the 800 MHz transition process as required by the FCC.

09/24/2013- AI-40871
Presentation, discussion and authorization to submit the Motorola Reconfiguration Planning Phase Agreement as part of the 800MHz Band Reconfiguration and Submit the Sprint/Nextel Planning Cost Agreement.

10/02/2013-AI-40931
Authorization to submit the Motorola 800 MHz Transition Administrator Waiver of Privilege and Confidentiality Agreement.

04/15/2014 –AI44010
Authorization to enter into contract with Law Firm of Best, Best & Krieger LLP to assist the County as legal counsel with the reconfiguration of the radio system.

The FCC mandated the reconfiguration of the 800 MHz band throughout the United States to correct interference caused by commercial wireless cellular systems (such as Sprint/Nextel) and public safety licensees operating in the same band. The costs for the rebanding will be paid in full by Sprint/Nextel. (NO fiscal impact to the County of Hidalgo)

As a member of the Rio Grande Regional Group, the Region had initially considered one planning contract for all of the sites and subscribers, but in mid September, it was decided that each licensee in the Region would have to file a separate agreement. As an 800 MHz licensee, we are required to comply with

the deadline to submit all the required documentation to the FCC and Transition Administrator by September 30, 2013.

The costs listed under Schedule C of the Frequency Reconfiguration Agreement (FRA) are based on the Motorola Proposal for reconfiguration services. The estimated costs are not to exceed the amount of $164,743.80. The costs for Hidalgo County are based on work per unit item and employee hourly rate for compensation of reconfiguration of the county's system. Within 15-30 days of signing the FRA, Nextel agrees to compensate the county $82, 371.90, half of the total agreed amount. Reconciliation documentation will be submitted to Nextel for actual time worked. Upon receipt by Nextel/Sprint of the documentation for all actual costs, the parties will agree upon the amount of any additional payment due or any refunds due to Sprint.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact to the county, will not incur any cost due to this agreement.

Attachments

agree

legal

final

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/20/2014 04:49 PM
Manuel Chapa	Manuel Chapa	08/21/2014 01:28 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Monica Badillo Started On: 08/20/2014 02:24 PM

Final Approval Date: 08/21/2014

FREQUENCY RECONFIGURATION AGREEMENT

THIS FREQUENCY RECONFIGURATION AGREEMENT (this "Agreement") is made as of this ____ day of _____, 2014 ("Effective Date"), by and between the **County of Hidalgo**, located in the State of Texas ("Incumbent"), and **Nextel of Texas, Inc.** ("Sprint"), a wholly owned indirect subsidiary of Sprint Corporation, a Delaware corporation (each is referred to in this Agreement as a "Party" and collectively as the "Parties").

RECITALS

A. On August 6, 2004, the Federal Communications Commission ("FCC") issued a report and order that modified its rules governing the 800 MHz band. The purpose of the order was to reconfigure the 800 MHz band to minimize harmful interference to public safety radio communications systems in the band ("Reconfiguration").

B. On December 22, 2004, the FCC issued a Supplemental Order and Order on Reconsideration. On April 1, 2013 the FCC issued a Fifth Report and Order adopting a reconfigured channel plan for the 800 MHz band along the U.S. - Mexico border. The August 6, 2004, December 22, 2004 and April 1, 2013 FCC orders, any binding actions issued by the Transition Administrator pursuant to its delegated authority under the orders ("Actions"), and any supplemental FCC orders in the Reconfiguration proceeding or subsequent Actions after the date of this Agreement, are collectively referred to as the "Order."

C. Pursuant to the Order, Incumbent and Sprint are licensed on frequency allocations subject to Reconfiguration.

D. Pursuant to the Order, Sprint will pay Incumbent an amount to effect a Reconfiguration of Incumbent's affected frequency allocations ("Reconfiguration Cost"). Incumbent will certify to the transition administrator appointed pursuant to the Order (the "Transition Administrator") that the Reconfiguration Cost is the minimum amount necessary to provide comparable facilities.

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. **Frequencies to be Reconfigured**: Incumbent is the licensee under the license(s) granted by the FCC identified in Schedule A (the "Incumbent Licenses") for the operation of certain 800 MHz frequencies at the locations identified on Schedule A (the "Incumbent Frequencies"). Sprint, including its subsidiaries or affiliates, is the licensee under license(s) granted by the FCC (the "Sprint Licenses") for the operation of Specialized Mobile Radio ("SMR") systems on the frequencies and at the locations identified in Schedule B (the "Replacement Frequencies"). Pursuant to the Order, Incumbent must relinquish the Incumbent Frequencies and relocate its system to the Replacement Frequencies.

2. **Frequency Reconfiguration Process:**

(a) On or before the Closing Date (as defined below) (i) Sprint or Incumbent will cause the modification of the Incumbent Licenses to add the Replacement Frequencies or Sprint will cause the creation of a new FCC license for Incumbent that includes the Replacement Frequencies; (ii) Incumbent will cause the assignment of the Incumbent Frequencies to Sprint or at Sprint's election will cause the deletion of the Incumbent Frequencies from the Incumbent Licenses following Reconfiguration of Incumbent's system; and (iii) Sprint will cause the modification and/or cancellation of the FCC licenses it holds for the operation

of 800 MHz frequencies that are co-channels of the Replacement Frequencies, to the extent required to meet the technical short-spacing requirements of Section 90.621(b) of the FCC's Rules, 47 C.F.R. § 90.621(b), as such rule may be amended from time to time by the FCC.

(b) The Parties agree that Sprint will make the FCC assignment filings for the Replacement Frequencies on a future date to be determined by the Parties through mutual agreement in accordance with Section 5. The Incumbent reserves the right to make its own FCC filings for the Replacement Frequencies on such mutually agreed date, rather than relying on Sprint to do so, by so notifying Sprint in accordance with the Notice provision of this Agreement..

3. **Reconfiguration Costs:**

(a) Acknowledgement of Obligations. Incumbent agrees that:

(i) the cost estimate set forth in Schedule C (the "Cost Estimate") and the equipment set forth on Schedule D, sets forth all of the work required to reconfigure Incumbent's existing facilities to comparable facilities that will operate on the Replacement Frequencies;

(ii) after all of the work contemplated by the Cost Estimate has been performed and all Schedule D equipment provided in accordance with this Agreement, and Sprint has paid all amounts required by this Agreement, the Incumbent's reconfigured system shall be deemed for all purposes of the Order to be "comparable" to Incumbent's existing system prior to Reconfiguration, and Sprint shall be deemed to have satisfied its obligations under the Order to pay the cost of relocating Incumbent's system from the Incumbent Frequencies to the Replacement Frequencies; and

(b) Payment Terms. In order to facilitate the Incumbent's transition to the Replacement Frequencies, Sprint will pay the costs incurred to reconfigure Incumbent's system in an amount not to exceed the Cost Estimate. Sprint will make payments in accordance with the payment terms identified on Schedule C for both payments made directly to Incumbent and payments made on behalf of Incumbent directly to each third party vendor identified on the Cost Estimate ("Vendor"). In addition to any items on Schedule C, Motorola, Inc. ("Motorola") will be providing Incumbent the equipment specifically identified on Schedule D as "Motorola Equipment" (the "Motorola Schedule D Equipment"). Incumbent will enter into a purchase commitment with Motorola for the Motorola Schedule D Equipment and any Motorola items listed on Schedule C within 30 business days from the Effective Date. Sprint and Motorola have entered into an agreement enabling Sprint to pay for the Motorola Equipment identified on Schedule D. Sprint will make payments directly to Motorola on behalf of Incumbent for the Motorola Schedule D Equipment and will make payments to Motorola as a "Vendor", as that term is used in this Agreement, for all Motorola costs identified on Schedule C. In order for Sprint to make payments to Motorola for the Motorola Schedule D Equipment, Incumbent will fax to Sprint a bill of lading associated with each shipment of Motorola Schedule D Equipment signed by an authorized representative of Incumbent acknowledging receipt of the Motorola Schedule D Equipment in good working order. Incumbent will be required to follow all Vendor related procedures identified in this Agreement for all Motorola Services and other Motorola costs identified on Schedule C.

(i) Within thirty (30) days of completion of Incumbent's reconfiguration and prior to the Reconciliation Date (as defined below), Incumbent will submit to Sprint documentation demonstrating the actual costs that Incumbent reasonably incurred or paid to other Vendors to reconfigure Incumbent's system ("Actual Costs"). The documentation of Actual Costs ("Documentation") required by Sprint from Incumbent may include but is not limited to the following: (A) invoices for Actual Costs that are associated with a category of work as identified on Schedule C; (B) receipts substantiating the Actual Costs including receipts for any travel expenses incurred by Incumbent such as hotel invoices, airfare receipts, etc.; (C) for Actual Costs calculated on a time and materials basis, Incumbent's individual

employee work orders, time sheets or associated general ledger records specifying the name of the person or employee performing work for Incumbent, the date work was performed, the hours worked and a description of the activity performed; (D) for Actual Costs calculated on a per unit basis, inventory lists and certified statements of the numbers of tasks completed for reconfiguration; (E) the applicable Exhibit B internal labor certifications. Upon receipt by Sprint of the Documentation for all Actual Costs and subject to Section 20(b), Sprint and Incumbent will reconcile the Actual Costs against the payments made by Sprint to Incumbent, Vendor(s) and Motorola (for Motorola Services and/or other Motorola costs identified on Schedule C) and the Parties will agree upon the amount of any additional payments (subject to Section 8) due to Incumbent or any refunds due to Sprint. The effective date of agreement on reconciliation of Actual Costs, Motorola Replaced Equipment (as defined in Section 20) and Sprint Replaced Equipment (as defined in Section 21) and receipt by Sprint of the Reconciliation Statement signed by Incumbent is the "Reconciliation Date".

(ii) Any additional payments due to Incumbent from Sprint will be disbursed to Incumbent within thirty (30) days of the Reconciliation Date, provided the additional payments do not result from Actual Costs that exceed the Cost Estimate (in which case the provisions of Section 3(b)(iii) of this Agreement will apply). Any refunds due from the Incumbent to Sprint will be made within thirty (30) days of the Reconciliation Date.

(iii) In the event Incumbent's Actual Costs exceed the Cost Estimate, Incumbent must submit a Change Notice pursuant to Section 8 of this Agreement describing the change in scope of work that resulted in Incumbent's Actual Costs exceeding the Cost Estimate. Approval of any Change Notice will not be automatic but will be processed in accordance with Section 8 of this Agreement. Additional payments due to Incumbent, Vendor(s) or Motorola (for Motorola Services and/ or other Motorola costs identified on Schedule C), which result from an excess of Actual Costs over the Cost Estimate, as agreed on the Reconciliation Date, will be disbursed to Incumbent, Vendor or Motorola (for Motorola Services and/ or other Motorola costs identified on Schedule C) within thirty (30) days of execution by the Parties of the TA- approved Amendment documenting the changes from such Change Notice.

(iv) Prior to the Closing Date, Sprint will pay on behalf of itself and Incumbent, both Parties' applicable sales and transfer taxes, if any, and all FCC fees in connection with the preparation and filing of the necessary FCC applications for the assignment(s) described in Section 2 of this Agreement.

4. **Sprint Schedule D Equipment:** If needed in order to facilitate the Incumbent's transition to the Replacement Frequencies, Sprint will loan any equipment identified in Schedule D as "Loaned Reconfiguration Equipment" and will provide any equipment identified in Schedule D as "Sprint Replacement Equipment". The Loaned Reconfiguration Equipment and Sprint Replacement Equipment may be referred to collectively as the "Sprint Schedule D Equipment". Sprint will deliver any Sprint Schedule D Equipment in accordance with the terms on Schedule D. Incumbent will fax to Sprint a bill of lading associated with each shipment of Sprint Schedule D Equipment signed by an authorized representative of Incumbent acknowledging receipt of the Sprint Schedule D Equipment in good working order.

5. **Retuning Cooperation:** The Parties acknowledge that the number of frequencies and locations covered by this Agreement will require the Parties to cooperate closely in performing their respective reconfiguration activities. The Parties agree that: (i) as of the Effective Date, the Incumbent may begin the reconfiguration of its subscriber units, in accordance with the appropriate sections of Schedule C and Schedule D, (ii) Incumbent may commence such other activities associated with the reconfiguration of its system as further detailed on Schedule C as of the Effective Date; and (iii) the Parties will agree on a schedule to make the FCC filings, clear the Replacement Frequencies and

decommission the Incumbent Frequencies (the "Schedule"). Depending on the timing of the adoption of this Schedule, it may require the submission of a Change Notice in accordance with Section 8 and/or an Amendment to this Agreement, but in any event the Parties agree to adopt the Schedule no later than: (i) sixty (60) days from the Effective Date of this Agreement, or (ii) pursuant to a Schedule agreed upon at a TA scheduled "Implementation Planning Session" that includes the Incumbent's system, provided the Implementation Planning Session has been scheduled by the TA prior to the expiration of 60 days from the Effective Date of this Agreement, or (iii) such other date as the FCC may require. Notwithstanding the aforementioned, in the event the completion date in the Schedule for the reconfiguration of Incumbent's system extends beyond the date as may be established by the FCC for the completion of the Reconfiguration, the completion date in the Schedule will be subject to FCC approval.

6. **Representations and Warranties:** Each Party represents and warrants to the other as follows:

(i) it is duly organized, validly existing and in good standing under the laws of the state of its organization;

(ii) this Agreement has been duly authorized and approved by all required organizational action of the Party;

(iii) neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement will conflict with, or result in any material violation or default under, any term of its articles of incorporation, by-laws or other organizational documents or any agreement, mortgage, indenture, license, permit, lease, encumbrance or other instrument, judgment, decree, order, law or regulation by which it is bound;

(iv) it is the lawful and exclusive FCC licensee of its respective license(s) described in this Agreement, such licenses are valid and in good standing with the FCC, and it has the authority to request the FCC to assign, modify or cancel such licenses;

(v) there is no pending or threatened action or claim that would have the possible effect of enjoining or preventing the consummation of this Agreement or awarding a third party damages on account of this Agreement; and

(vi) to the best of its knowledge, all information provided to the other Party concerning the transactions contemplated by this Agreement is true and complete.

All representations and warranties made in this Agreement shall survive the Closing Date (defined below) for two (2) years.

7. **Covenants:** From the Effective Date until the Closing Date (defined below), each Party will promptly notify the other Party of any pending or threatened action by the FCC or any other governmental entity or third party to suspend, revoke, terminate or challenge any license described in this Agreement or to investigate the construction, operation or loading of any system authorized under such licenses. From the Effective Date until the Closing Date, Incumbent will not enter into any agreement resulting in, or otherwise cause, the encumbrance of any license for the Incumbent Frequencies, and Sprint will not enter into any agreement resulting in, or otherwise cause, the encumbrance of any of the Replacement Frequencies.

8. **Changes:** The Parties acknowledge that as the Reconfiguration of Incumbent's facilities proceeds in accordance with the work contemplated by the Cost Estimate, the need for changes to the scope of such work may arise. The Parties agree that their review of any such needed changes must be performed expeditiously to keep the work on schedule and that they will provide sufficient staff to

manage changes. If either Party believes that a change to the work contemplated by the Cost Estimate is required (including changes by Vendors and/or Motorola), such Party will promptly notify the other Party in writing prior to the Reconciliation Date. Such written notice (the "Change Notice") shall set forth (i) a description of the scope of the change to the work contemplated by the Cost Estimate believed to be necessary and (ii) an estimate of any increase or decrease in the Cost Estimate and in the time required to reconfigure Incumbent's existing facilities to operate on the Replacement Frequencies. A Party receiving a Change Notice shall immediately perform its own analysis of the need for and scope of the change and its impact on the Cost Estimate and schedule and negotiate the change in good faith with the other Party. After the Parties have agreed upon a change to this Agreement, they shall prepare a proposed amendment to this Agreement pursuant to Section 25 and submit to the Transition Administrator a copy of the proposed amendment together with a written request for its approval. Such request shall be accompanied by reasonable documentation supporting the need for and scope of the change and any proposed increase or decrease in the Cost Estimate and in the time required to reconfigure Incumbent's existing facilities to operate on the Replacement Frequencies. Incumbent is responsible for all unauthorized changes necessary as it relates to work performed by a Vendor and/or Motorola on behalf of Incumbent. No change to the Cost Estimate, the work contemplated by the Cost Estimate or the time required to reconfigure Incumbent's existing facilities to operate on the Replacement Frequencies shall become effective until the Transition Administrator has approved the change in writing and both Parties have signed an amendment incorporating such approved change into this Agreement pursuant to Section 25.

9. **Closing:** The closing of the transactions contemplated by this Agreement will take place after (i) FCC approval of the assignment of the Incumbent Frequencies to Sprint and/or deletion of the Incumbent Frequencies from the Incumbent Licenses, (ii) FCC approval of the modification to add the Replacement Frequencies to the Incumbent Licenses or the creation of a new license for Incumbent that includes the Replacement Frequencies, (iii) the earlier of notification by Incumbent to Sprint that the Incumbent Licenses are clear of all users and thirty-five (35) days following the date Sprint notifies Incumbent that the Replacement Frequencies have been decommissioned, (iv) delivery by Incumbent of all receipts, invoices and other documentation required to substantiate the Actual Cost and signing by Incumbent and delivery to Sprint of the Reconciliation Statement and other documents required to complete the Reconciliation similar to those identified on Exhibit B, (v) FCC approval of the modification and/or cancellation of the FCC licenses Sprint holds for the operation of 800 MHz frequencies that are co-channels of the Replacement Frequencies, to the extent required to meet the technical short-spacing requirements of Section 90.621(b) of the FCC's Rules, 47 C.F.R. § 90.621(b), as such rule may be amended from time to time by the FCC, (vi) the refund to Sprint or payment to Incumbent as described in Section 3(b)(ii), (if applicable); and (vii) the satisfaction of all other conditions specified in this Agreement (the "Closing Date").

10. **Closing Conditions**: Performance of each Party's Closing obligations is subject to satisfaction of the following conditions (except to the extent expressly waived in writing by the other Party):

(a) the continued truth and accuracy of the other Party's representations and warranties set forth in this Agreement;

(b) all of the covenants of the other Party described in this Agreement are performed in all material respects; and

(c) execution and delivery by the other Party of Closing documents as well as any other Closing instruments and documents either Party or its counsel may reasonably request. Incumbent will execute and deliver to Sprint a closing certification required by the Transition Administrator ("Completion Certification").

(d) The Parties will cooperate in good faith and exercise their reasonable best efforts to finalize and execute these instruments and documents on or prior to the Closing Date in order to effect the Reconfiguration contemplated.

11. **Review Rights:** In order to enable the Transition Administrator to comply with its audit obligations under the Order, Incumbent agrees to maintain records and other audit-level supporting evidence related to the costs that Incumbent has expended in connection with the Reconfiguration contemplated by this Agreement and that Sprint has paid or will pay to Incumbent pursuant to this Agreement. Incumbent agrees to maintain such records and make them reasonably available to the Transition Administrator for review or reproduction until eighteen (18) months after the date of Incumbent's executed Completion Certification required by this Agreement or for a longer period if Incumbent, for its own purposes, retains such records for a longer period of time. As used in this provision, "records" includes books, documents, accounting procedures and practices and other data regardless of type and regardless of whether such items are in written form, in the form of computer data or in any other form.

12. **Excluded Assets; No Assumption of Liabilities:** Nothing in this Agreement should be construed as a transfer or assignment from either Party to the other Party of any assets (including FCC licenses) except as expressly set forth in this Agreement. Other than as expressly provided in this Agreement, neither Party is obligated to assign and transfer to the other any asset, tangible or intangible, nor is either Party entitled to assume any asset, tangible or intangible. Neither Party is assuming, nor is either Party responsible for, any liabilities or obligations of the other Party arising out of or in connection with the other Party's licenses (or related systems and facilities) that are the subject of this Agreement.

13. **Confidentiality**: The terms of this Agreement, any confidential information disclosed in connection with this Agreement (whether before or after the Effective Date, including during any negotiations or any mediation related to such negotiations or the Agreement) and any proprietary, non-public information regarding the Incumbent Frequencies, Replacement Frequencies, Sprint's business and Incumbent's business must be kept confidential by the Parties and their employees, shareholders, agents, attorneys and accountants (collectively, "Agents"), which confidentiality will survive the Closing or termination of this Agreement for a period of two (2) years. The Parties may make disclosures: (i) as required by law, (ii) to the Transition Administrator, (iii) to a manufacturer of Replacement Equipment to allow for the provisioning of that equipment to Incumbent (but only to the extent such disclosure specifically relates to that manufacturers equipment as identified on Schedule D), and (iv) to a Vendor and/or Motorola (but only to the extent such disclosure specifically relates to that Vendor's work and costs under this Agreement (as identified on Schedule C) or Motorola's work and costs under this Agreement (as identified on Schedule C and/or Schedule D) as required to perform obligations under this Agreement, provided, however, that each Party will cause all of its Agents to honor the provisions of this Section. Sprint, Incumbent and their respective Agents may make disclosures regarding the terms of this Agreement to other public safety licensees and their Agents. Each party involved in such disclosures shall cause all of its Agents to confine the disclosure of the terms of this Agreement to only public safety licensees and will advise the party to whom the disclosure was made, to limit further disclosure to only public safety licensees in accordance with the FCC Order, WT Docket No. 02-55, adopted January 8, 2007.

14. **Cooperation**: The Parties will cooperate with each other and the Transition Administrator with respect to the Reconfiguration work contemplated by this Agreement. Without limiting the foregoing obligations, the Parties agree to cooperate in the preparation of any applications required to be filed with the FCC, and Incumbent agrees to provide reasonable access to its facilities so that the Transition Administrator may comply with any audit obligations and so any Reconfiguration work contemplated by this Agreement may be performed in accordance with the Cost Estimate and

performance schedule. If a Party is subject to a denial of FCC benefits for delinquent non-tax debts owed to the FCC that would prevent or delay the timely processing of any FCC applications, such Party shall cure such delinquency in an expeditious manner and at its sole expense.

15. **Indemnification:** To the extent to the extent permitted under the Constitution and Laws of the State of Texas, from and after the Closing Date, each Party (the "Indemnifying Party") will indemnify and defend the other Party, its officers, directors, employees and agents (collectively, the "Indemnified Party"), from and against all third party demands, claims, actions, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses (collectively, "Costs"), asserted against, imposed upon or incurred by the Indemnified Party arising from or related to: (i) any breach of any covenant, agreement, representation or warranty of the Indemnifying Party contained in, or made pursuant to, this Agreement; or (ii) any and all liabilities (including successor liabilities) or obligations relating to periods prior to the Closing Date resulting from the Indemnifying Party's operation of the system operated pursuant to the Incumbent Licenses or the Sprint Licenses, as applicable, or the ownership or use of those licenses or from the Indemnifying Party's employment, or termination of employment, of its employees. The obligations under this Section survive the Closing for a period of three (3) years.

16. **Disputes**: The Parties agree that any dispute related to the Replacement Frequencies, Sprint's obligation to pay any cost of the Reconfiguration of Incumbent's system contemplated by this Agreement, or the comparability of Incumbent's reconfigured system to Incumbent's existing system prior to Reconfiguration, which is not resolved by mutual agreement, shall be resolved in accordance with the dispute resolution provisions of the Order, as it may be amended from time to time.

17. **No Gratuities**: No gift, gratuity, credit, thing of value or compensation of any kind shall be offered or provided by Incumbent, directly or indirectly, to any officer, employee or official of Sprint for the purpose of improperly obtaining or rewarding favorable treatment under this Agreement.

18. **Liens**: If any liens or security interests attach to any of Incumbent's facilities in favor of any vendor or service provider that is performing any Reconfiguration work contemplated by this Agreement as a result of Sprint's breach of any obligation to make direct payment (not in dispute) to such vendor or services provider, Sprint upon receipt of Notice from Incumbent will cooperate to remove any Liens.

19. **Vendor Performance Issues**: Incumbent will select and contract directly with Motorola and any vendor or service provider performing work required to reconfigure the Incumbent's existing facilities to operate on the Replacement Frequencies. Neither the Transition Administrator nor Sprint will be responsible for, or assume the risk of any failure of that Vendor or Motorola to perform its obligations under any contract entered into between Incumbent and such Vendor or Motorola in connection with the Reconfiguration contemplated by this Agreement.

20. **Motorola Replaced Equipment**:

(a) If the reconfiguration of the Incumbent's existing facilities to operate on the Replacement Frequencies involves the replacement of any of Incumbent's existing equipment with Motorola Schedule D Equipment (as identified on Schedule D), Incumbent will promptly return the equipment replaced by the Motorola Schedule D Equipment as identified on Schedule D (the "Motorola Replaced Equipment") to Motorola (shipping fees to be paid by Sprint).

(b) If Incumbent has ordered field implementation services for new subscriber radios ("Motorola Subscriber Services") and Incumbent fails to return any item of the Motorola Replaced Equipment in working condition to Motorola, Incumbent must either: (i) return to Motorola those items of

the Motorola Schedule D Equipment that would have replaced the Motorola Replaced Equipment not returned, in new condition; or (ii) in accordance with Incumbent's mutual agreement with Motorola, Incumbent will make payment to Motorola for those items of the Motorola Schedule D Equipment that would have replaced those items of the Motorola Replaced Equipment not returned (including tax (if any) and shipping).

(c) If Incumbent did not order Motorola Subscriber Services and Incumbent fails to return any item of the Motorola Replaced Equipment in working condition to Motorola within 30 days of receipt of the Motorola Schedule D Equipment, Incumbent must promptly return to Motorola those items of the Motorola Schedule D Equipment that would have replaced the Motorola Replaced Equipment not returned, in the same condition as received. If Incumbent fails to return any item of the Motorola Replaced Equipment to Motorola under this Section 20(c) and prior to receipt of a Reconciliation Statement from Sprint Incumbent does not demonstrate to Sprint that Incumbent has made payment of the Product Typical Value (as identified on Schedule E(1)) directly to Motorola for those items of Motorola Schedule D Equipment that would have replaced the Motorola Replaced Equipment not returned, then either: (i) Sprint will deduct the Product Typical Value for those items of Motorola Schedule D Equipment provided to replace the Motorola Replaced Equipment not returned to Motorola (including tax (if any) and shipping) (the "Motorola Equipment Refund") from the final payment due to Incumbent after the Reconciliation; (ii) Incumbent must pay the Motorola Equipment Refund to Sprint prior to the Closing Date (if no final payment is due to Incumbent); or (iii) Sprint will deduct the portion of the Motorola Equipment Refund up to the value of the final payment due to Incumbent and Incumbent must pay Sprint the remaining Motorola Equipment Refund not covered by the final payment prior to the Closing Date (if the final payment due Incumbent is less than the Motorola Equipment Refund).

21. **Sprint Replaced Equipment**:

(a) If the reconfiguration of the Incumbent's existing facilities to operate on the Replacement Frequencies involves the replacement of any of Incumbent's existing equipment with equipment provided by Sprint (as identified on Schedule D) or equipment the cost of which is being paid by Sprint pursuant to this Agreement as listed in Schedule C (collectively the "Replacement Equipment"), then (i) title to the equipment replaced by the Replacement Equipment (the "Sprint Replaced Equipment") as listed in Schedule D shall pass to Sprint at Closing free and clear of liens and any other encumbrances, (ii) Incumbent shall execute such documentation as Sprint may reasonably request to transfer title to Sprint, and (iii) Incumbent shall within thirty (30) days of receipt of the Sprint Replacement Equipment, deliver the Sprint Replaced Equipment to Sprint at Sprint's costs and pursuant to Sprint's instructions. Title to the Replacement Equipment will pass to Incumbent at Closing and Sprint shall execute such documentation as Incumbent may reasonably request to transfer title to Incumbent free and clear of liens.

(b) If Incumbent fails to return any item of the Sprint Replaced Equipment in working condition to Sprint, Incumbent must return to Sprint those items of the Replacement Equipment that would have replaced the Sprint Replaced Equipment not returned, in the same condition as received within thirty (30) days of receipt of the Replacement Equipment. If Incumbent fails to return any item of the Sprint Replaced Equipment to Sprint under this Section 21(b) and a Product Typical Value is set forth in Schedule E (2) for the item of Replacement Equipment then either: (i) Sprint will deduct the Product Typical Value (as set forth in Schedule E (2)) for those items of Replacement Equipment provided to replace the Sprint Replaced Equipment not returned to Sprint (including tax (if any) and shipping) (the "Sprint Equipment Refund") from the final payment due to Incumbent after the Reconciliation less any Motorola Equipment Refund; (ii) Incumbent must pay Sprint the Sprint Equipment Refund prior to the Closing Date (if no final payment is due to Incumbent and in addition to any Motorola Equipment Refund payment); or (iii) Sprint will deduct the portion of the Sprint

Equipment Refund up to the value of the final payment due to Incumbent less any Motorola Equipment Refund, and Incumbent must pay Sprint the remaining Sprint Equipment Refund and any Motorola Equipment Refund not covered by the final payment prior to the Closing Date (If the final payment due Incumbent is less than the Sprint Equipment Refund and any Motorola Equipment Refund).

22. **Termination**: This Agreement may be terminated and the transactions contemplated by this Agreement abandoned: (i) by mutual consent of the Parties provided in writing; (ii) for cause by either Party upon material breach of the other Party, following a thirty (30) day period for cure by the breaching Party following written notice of the breach or (iii) by Sprint in the event of any Adverse Decision by any governmental entity of competent jurisdiction affecting the Order. For purposes of this Agreement, an "Adverse Decision" means an order, decree, opinion, report or any other form of decision by a governmental entity of competent jurisdiction that results, in whole or part, in a stay, remand, or reversal of the Order, or otherwise in any revision to the Order that Sprint determines, in its reasonable discretion, to be adverse to its interests. Provided, however, that the Incumbent may challenge Sprint's determination of adversity with such dispute being resolved pursuant to Section 16 of this Agreement (Disputes). In the event of termination due to an Adverse Decision, Sprint will pay Incumbent for all costs incurred up to the date of termination that would have been approved and paid had the Agreement not been terminated. However, this payment will not be a discharge of any surviving Sprint obligations to the Incumbent under the Order. In the event of termination, Sprint shall pay all costs associated with the return to the *status quo ante* except if such termination was due to an uncured material breach by Incumbent.

23. **Attorney's Fees**: To the extent permitted under the Constitution and Laws of the State of Texas, in any legal proceeding by a Party to enforce its rights under this Agreement against the other Party, the Party prevailing in such proceeding will be entitled to recover its reasonable attorney's fees and costs from the other Party.

24. **Notices**: All notices and other communications under this Agreement must be in writing and will be deemed given (i) the same day if delivered personally or sent by facsimile; (ii) the next business day if sent by overnight delivery via a reliable express delivery service; or (iii) after five (5) business days if sent by certified mail, return receipt requested, postage prepaid. All notices are to be delivered to the Parties at the following addresses:

If to Incumbent, to:
The County of Hidalgo
Oscar Montoya, Emergency Management Coordinator
1615 South Closner, Suite G
Edinburg, TX 78539
Phone: 956-318-2615
Fax: 956-318-2699

If to Sprint, to:
Nextel of Texas, Inc.
c/o Sprint Corp.
12502 Sunrise Valley Drive
Reston, VA 20196
Attn: Heather P. Brown, Sr. Counsel
Phone: (703) 433-4467
Fax: (703) 433-4483

With a copy that shall not constitute Notice:
James R. Hobson
Best Best & Krieger LLP
2000 Pennsylvania Avenue N.W., #4300
Washington, D.C. 20006
(202) 785-0600
Fax: (202) 785-1234

With a copy that shall not constitute Notice:
Sprint Corp.
6575 The Corners Parkway
Norcross, GA 30092
Attn: William Jenkins, VP Spectrum Resources
Phone: (678) 823-6000
Fax: (678) 405-8252

25. **Assignment**: This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. Either Party may assign this Agreement to any direct or indirect subsidiary or affiliate of the Party, upon delivery of written notice to the other Party.

26. **Amendments:** This Agreement, including without limitation the scope of work contemplated hereby and the Cost Estimate thereof to be paid by Sprint, may be amended or modified only by a written instrument signed by authorized representatives of both Parties, provided, however, no amendment or modification to this Agreement shall become effective until approved by the Transition Administrator.

27. **Benefits:** This Agreement is for the benefit of the Parties and their successors and permitted assigns, and nothing in this Agreement gives or should be construed to give any legal or equitable rights under this Agreement to any person or entity, other than (i) the successors and assigns of the Parties, and (ii) the Transition Administrator as specifically provided for in this Agreement.

28. **Miscellaneous**: If any provision(s) of this Agreement is held in whole or part, to be invalid, void or unlawful by any administrative agency or court of competent jurisdiction, then such provision(s) will be deemed severable from the remainder of this Agreement, will in no way affect, impair or invalidate any other provision contained in the Agreement and the Parties will use their commercially reasonable efforts to amend this Agreement to make the unlawful provision compliant with applicable law so as to preserve the rights and obligations of the Parties. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement, together with the Schedules, constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. This Agreement is governed by the laws of the State of Texas without regard to conflicts of law principles thereof. This Agreement may be executed in one or more counterparts, including by facsimile, which will be effective as original agreements of the Parties executing the counterpart.

In consideration of the mutual consideration set forth herein, this Agreement is effective as a legally binding agreement between the Parties upon execution by the Parties.

INCUMBENT:	SPRINT:
The County of Hidalgo, TX	**Nextel of Texas, Inc.**
By:_____	By:_____
Name:	Name:
Title:	Title:

SCHEDULE A

Incumbent Frequencies

Incumbent's Name: Hidalgo County, TX

Incumbent Assigns to Sprint:

CallSign	Frequency	Licensee	Location	Latitude (N)	Longitude (W)	Expire Date
WQLJ634	866.475	Hidalgo, County of	LA JOYA, TX	26-14-57	98-30-12.6	12/07/2014
WQLJ634	867.475	Hidalgo, County of	LA JOYA, TX	26-14-57	98-30-12.6	12/07/2014
WQLJ634	867.6875	Hidalgo, County of	LA JOYA, TX	26-14-57	98-30-12.6	12/07/2014
WQLJ634	868.1125	Hidalgo, County of	LA JOYA, TX	26-14-57	98-30-12.6	12/07/2014
WQLJ634	868.475	Hidalgo, County of	LA JOYA, TX	26-14-57	98-30-12.6	12/07/2014
WQLJ634	868.95	Hidalgo, County of	LA JOYA, TX	26-14-57	98-30-12.6	12/07/2014
WQLJ634	866.075	Hidalgo, County of	MCALLEN, TX	26-15-24.3	98-13-52	12/07/2014
WQLJ634	866.9625	Hidalgo, County of	MCALLEN, TX	26-15-24.3	98-13-52	12/07/2014
WQLJ634	867.5625	Hidalgo, County of	MCALLEN, TX	26-15-24.3	98-13-52	12/07/2014
WQLJ634	867.9625	Hidalgo, County of	MCALLEN, TX	26-15-24.3	98-13-52	12/07/2014
WQLJ634	868.0625	Hidalgo, County of	MCALLEN, TX	26-15-24.3	98-13-52	12/07/2014
WQLJ634	868.575	Hidalgo, County of	MCALLEN, TX	26-15-24.3	98-13-52	12/07/2014
WQLJ634	866.425	Hidalgo, County of	LINN, TX	26-33-22.3	98-7-34	12/07/2014
WQLJ634	866.6375	Hidalgo, County of	LINN, TX	26-33-22.3	98-7-34	12/07/2014
WQLJ634	867.125	Hidalgo, County of	LINN, TX	26-33-22.3	98-7-34	12/07/2014
WQLJ634	867.9875	Hidalgo, County of	LINN, TX	26-33-22.3	98-7-34	12/07/2014
WQLJ634	868.4625	Hidalgo, County of	LINN, TX	26-33-22.3	98-7-34	12/07/2014
WQLJ634	868.9875	Hidalgo, County of	LINN, TX	26-33-22.3	98-7-34	12/07/2014
WQLJ634	866.5375	Hidalgo, County of	Weslaco, TX	26-7-42.2	98-0-45	12/07/2014
WQLJ634	866.9875	Hidalgo, County of	Weslaco, TX	26-7-42.2	98-0-45	12/07/2014
WQLJ634	867.4125	Hidalgo, County of	Weslaco, TX	26-7-42.2	98-0-45	12/07/2014
WQLJ634	867.5875	Hidalgo, County of	Weslaco, TX	26-7-42.2	98-0-45	12/07/2014
WQLJ634	867.95	Hidalgo, County of	Weslaco, TX	26-7-42.2	98-0-45	12/07/2014
WQLJ634	868.3875	Hidalgo, County of	Weslaco, TX	26-7-42.2	98-0-45	12/07/2014

SCHEDULE B

Replacement Frequencies

Incumbent's Name: Hidalgo County, TX

Sprint Assigns to Incumbent:

CallSign	Replmnt Freq	Licensee	Location	Latitude (N)	Longitude (W)	Gnd Elev (ft)	Ant Hgt (ft)	ERP (w)
WQLJ634	851.475	Hidalgo, County of	LA JOYA, TX	26-14-57	98-30-12.6	140	480	300
WQLJ634	852.475	Hidalgo, County of	LA JOYA, TX	26-14-57	98-30-12.6	140	480	300
WQLJ634	852.6875	Hidalgo, County of	LA JOYA, TX	26-14-57	98-30-12.6	140	480	300
WQLJ634	853.1125	Hidalgo, County of	LA JOYA, TX	26-14-57	98-30-12.6	140	480	300
WQLJ634	853.475	Hidalgo, County of	LA JOYA, TX	26-14-57	98-30-12.6	140	480	300
WQLJ634	853.95	Hidalgo, County of	LA JOYA, TX	26-14-57	98-30-12.6	140	480	300
WQLJ634	851.075	Hidalgo, County of	MCALLEN, TX	26-15-24.3	98-13-52	114	480	300
WQLJ634	851.9625	Hidalgo, County of	MCALLEN, TX	26-15-24.3	98-13-52	114	480	300
WQLJ634	852.5625	Hidalgo, County of	MCALLEN, TX	26-15-24.3	98-13-52	114	480	300
WQLJ634	852.9625	Hidalgo, County of	MCALLEN, TX	26-15-24.3	98-13-52	114	480	300
WQLJ634	853.0625	Hidalgo, County of	MCALLEN, TX	26-15-24.3	98-13-52	114	480	300
WQLJ634	853.575	Hidalgo, County of	MCALLEN, TX	26-15-24.3	98-13-52	114	480	300
WQLJ634	851.425	Hidalgo, County of	LINN, TX	26-33-22.3	98-7-34	71	290	300
WQLJ634	851.6375	Hidalgo, County of	LINN, TX	26-33-22.3	98-7-34	71	290	300
WQLJ634	852.125	Hidalgo, County of	LINN, TX	26-33-22.3	98-7-34	71	290	300
WQLJ634	852.9875	Hidalgo, County of	LINN, TX	26-33-22.3	98-7-34	71	290	300
WQLJ634	853.4625	Hidalgo, County of	LINN, TX	26-33-22.3	98-7-34	71	290	300

WQLJ634	853.9875	Hidalgo, County of	LINN, TX	26-33-22.3	98-7-34	71	290	300
WQLJ634	851.5375	Hidalgo, County of	Weslaco, TX	26-7-42.2	98-0-45	82	480	300
WQLJ634	851.9875	Hidalgo, County of	Weslaco, TX	26-7-42.2	98-0-45	82	480	300
WQLJ634	852.4125	Hidalgo, County of	Weslaco, TX	26-7-42.2	98-0-45	82	480	300
WQLJ634	852.5875	Hidalgo, County of	Weslaco, TX	26-7-42.2	98-0-45	82	480	300
WQLJ634	852.95	Hidalgo, County of	Weslaco, TX	26-7-42.2	98-0-45	82	480	300
WQLJ634	853.3875	Hidalgo, County of	Weslaco, TX	26-7-42.2	98-0-45	82	480	300

SCHEDULE C

800 MHZ RECONFIGURATION

COST ESTIMATE – CERTIFIED REQUEST

Incumbent's Name: Hidalgo, County of

Pursuant to the Order, Incumbent is required to reconfigure its existing facilities and requests Nextel to fund the estimated reconfiguration costs included below:

Incumbent Payment Terms: Nextel will pay Incumbent an amount not to exceed the Estimated Cost(s) for Incumbent with respect to each category of work, as set forth below. Nextel will pay Incumbent $82,371.90 within 15 days (30 days if Incumbent elects to be paid by check rather than electronic funds transfer) after receipt by Nextel of the fully executed Agreement and fully completed Incumbent Information Form (as set forth on Exhibit A). Nextel will pay any outstanding balance of the Actual Costs due to Incumbent within 30 days after the Reconciliation Date (as "Actual Costs" and "Reconciliation Date" are defined in Section 3(b)(i)).

Vendor Payment Terms: Nextel will pay each Vendor an amount not to exceed the Estimated Cost(s) for that Vendor with respect to each category of work, as set forth below. Nextel will pay each Vendor within 30 days after receipt by Nextel of (A) an invoice from the Vendor and (B) Incumbent's approval of receipt of goods and services and approval of associated costs included on the Vendor invoice.

1. System Description: Hidalgo County operates a four site, six channel non-simulcast, P25 7.11 Smartzone system which is part of a larger regional radio system. This system's Hidalgo County sites are located at McAllen, La Joya, Weslaco, and Linn. Each site utilizes one transmit antenna, one receive antenna, and one tower-top amplifier / receive multi-coupler. The Prime Zone Controller is located at McAllen. Hidalgo County has two dispatch centers located at the Sheriff's Office and the DPS Office. The dispatch centers have a total of three operator positions. There are 1,089 portable radios and 1,017 mobile radios affiliated with the system.

The major system elements to be reconfigured are summarized in the table below:

	Total In System	Total Included in FRA
Base station frequencies	24	24
- Voice channels	24	24
- Home/Control channels	0	0
Repeater sites	4	4
Other sites (remote recv, BDA)	0	0
Subscriber units retuned	2086	2086
Subscriber units reprogrammed	20	20
Subscriber units replaced	0	0
Subscriber units rebanded total	2106	2106
Entities operating on the system	0	0

2. Reconfiguration Milestones: Identify the anticipated start date of the overall reconfiguration of your system (Project Start). Then, for each major reconfiguration milestone listed in the table below, provide

(1) the anticipated number of days after project start date required to begin execution of the task identified, and (2) the estimated duration in number of days required to complete the task identified. As an FRA is negotiated, it is not always possible to know an actual start date for specific reconfiguration tasks. In such a case, it is acceptable to forecast an estimated start date from execution of the FRA (i.e., "contract execution + xx days") and estimate the duration of each task.

Reconfiguration Task	Start Date	# of Days After Project Start Date for Start of Task	Estimated Duration in # of Days
Project Start	TBD – infrastructure reconfiguration will begin upon clearing of replacement channels.		
Reconfiguration Planning			20
Reconfigure Subscriber Equipment			70
Reconfigure Infrastructure Equipment			4
System Acceptance			30

3. Implementation Plan: See expedited planning letter.

4. Cost Estimate:

Description of Work To Be Performed	Payee(separately identify Incumbent and each Vendor being paid for work performed)	Estimated Cost(s) for Incumbent and Each Vendor (Not to Exceed listed amount)
I. Subscriber Reconfiguration Services ---------- - Subscriber ---------- • Subscriber downtime 1st touch (2137 @ $30.00 /unit = $64,110.00) • Subscriber downtime 2nd touch (2137 @ $30.00 /unit = $64,110.00) • Subscriber PM (40 @ $50.00 /unit = $2,000.00) • Mileage (200 @ $0.56 /unit = $112.00)	(Incumbent) Hidalgo, County of	$130,332.00
---------- Subscriber ---------- Retune Existing Mobile Radios • Functional Pre-Test of existing radio - Talk group call on system; Retune existing radio (no obstruction to retuning of radio); Functional post test of existing radio - Talk group call on system (1017 units @ 0.90 hrs	(Vendor) Motorola	$693,720.32

each @ $141.60 /hr = $129,606.48)

Retune Existing Portable Radios

- Functional Pre-Test of existing radio - Talk group call on system; Retune existing radio (no obstruction to retuning of radio); Functional post test of existing radio - Talk group call on system (1069 units @ 0.70 hrs each @ $141.60 /hr = $105,959.28)

Flashing and Retuning Existing Portable Radios

- Functional Pre-Test of existing radio - Talk group call on system; Flash existing radio with Rebanding software; Load programming template into existing radio (no obstruction to programming port of radio and radio is to be flashed and programmed in the vehicle); Functional post test of existing radio - Talk group call on system (20 units @ 0.70 hrs each @ $141.60 /hr = $1,982.40)

Radio Templates (Masks)

- Modify Radio Templates (Masks) for Flashed Units (251 units @ 2.00 hrs each @ $118.00 /hr = $59,236.00)

Other

- Second programming of subscribers(remove old freqs) Mobiles (1017 units @ 0.90 hrs each @ $141.60 /hr = $129,606.48)
- Second programming of subscribers(remove old freqs) Portables (1089 units @ 0.70 hrs each @ $141.60 /hr = $107,941.68)
- Modify Templates - 2nd. Programming (251 units @ 1.00 hrs each @ $118.00 /hr = $29,618.00)

Project Management / Supervision

- PM - Project Manager on Site Supervision & Coordination (408hrs @ $190.00 /hr =

$77,520.00) • ST - ST Templates & procedures supervision and approvals (275hrs @ $190.00 /hr = $52,250.00)		
II. Infrastructure Reconfiguration - Services ---------- Infrastructure ---------- • (4 units @ 8.00 hrs each @ $23.15 /hr = $740.80)	(Incumbent) Hidalgo, County of	$740.80
---------- Infrastructure ---------- • Controllers (2hrs @ $182.00 /hr = $364.00) • Repeaters / Base Stations (6hrs @ $182.00 /hr = $1,092.00) • Retune Combiners & Duplexer (6 units @ 1.00 hrs each @ $182.00 /hr = $1,092.00) • Mobilization and Travel (2hrs @ $182.00 /hr = $364.00) • Repeaters / Base Stations (6hrs @ $182.00 /hr = $1,092.00) • Retune Combiners & Duplexer (6 units @ 1.00 hrs each @ $182.00 /hr = $1,092.00) • Mobilization and Travel (2hrs @ $182.00 /hr = $364.00) • Repeaters / Base Stations (6hrs @ $182.00 /hr = $1,092.00) • Retune Combiners & Duplexer (6 units @ 1.00 hrs each @ $182.00 /hr = $1,092.00) • Mobilization and Travel (2hrs @ $182.00 /hr = $364.00) • Repeaters / Base Stations (6hrs @ $182.00 /hr = $1,092.00) • Retune Combiners & Duplexer (6 units @	(Vendor) Motorola	$27,276.00

1.00 hrs each @ $182.00 /hr = $1,092.00) • Mobilization and Travel (2hrs @ $182.00 /hr = $364.00) Other FNE • PM - Project Manager (40hrs @ $190.00 /hr = $7,600.00) • SE - System Engineer (12hrs @ $190.00 /hr = $2,280.00) • ST - System Technologist (36hrs @ $190.00 /hr = $6,840.00)		
III. Project Management, including on site supervision ---------- Professional Services ---------- • (442hrs @ $23.15 /hr = $10,232.30)	(Incumbent) Hidalgo, County of	$10,232.30
---------- Professional Services ---------- Kick off & Status Meetings, On Site Coordination, Subcontracting, Close out • Project Manager (349hrs @ $190.00 /hr = $66,310.00) • System Engineer (107.7hrs @ $190.00 /hr = $20,463.00) • System Technologist (135.6hrs @ $190.00 /hr = $25,764.00) • Travel Expenses (1 @ $38,723.00 /unit = $38,723.00)	(Vendor) Motorola	$151,260.00
IV. Testing ---------- Testing ---------- • System verification (50hrs @ $35.65 /hr = $1,782.50)	(Incumbent) Hidalgo, County of	$1,782.50
---------- Testing ---------- • MSS - Pre Rebanding Benchmark Testing	(Vendor) Motorola	$14,024.00

(24 units @ 1.00 hrs each @ $182.00 /hr = $4,368.00) • MSS - Post Rebanding Testing (24 units @ 1.00 hrs each @ $182.00 /hr = $4,368.00) • MSS - Functional Acceptance Testing (4hrs @ $182.00 /hr = $728.00) • PM - Project Manager (4hrs @ $190.00 /hr = $760.00) • SE - System Engineer (8hrs @ $190.00 /hr = $1,520.00) • ST - System Technologist (12hrs @ $190.00 /hr = $2,280.00)		
V. Contract, Legal and Regulatory Filings (includes all third party tasks, including project management, travel) ---------- Legal ---------- • (20hrs @ $29.81 /hr = $596.20)	(Incumbent) Hidalgo, County of	$596.20
---------- Legal ---------- • FRA negotiation (15hrs @ $515.00 /hr = $7,725.00) • Contract review, legal advise (25hrs @ $515.00 /hr = $12,875.00)	(Vendor) Best, Best & Krieger (BBK)	$20,600.00
VI. Planning FRA / Preparation / Negotiation ---------- Other ---------- • Planning agreement $10 per unit (2106 @ $10.00 /unit = $21,060.00)	(Incumbent) Hidalgo, County of	$21,060.00
Hidalgo, County of	Incumbent	$164,743.80
Best, Best & Krieger (BBK)	Vendor	$20,600.00
Motorola	Vendor	$886,280.32
Total Estimated Costs		$1,071,624.12

Certification

Pursuant to the Order, Incumbent hereby certifies to the Transition Administrator appointed pursuant to the Order that the funds requested above are the minimum necessary to provide Incumbent reconfigured facilities comparable to those presently in use in a manner that is reasonable, prudent and timely. Incumbent further certifies, to the best of Incumbent's knowledge that any vendor costs identified on the Schedule C are comparable to costs previously charged by each such vendor to Incumbent.

Signature: _____
Print Name: _____
Title: _____
Phone Number: _____
E-mail _____
Date: _____

SCHEDULE D

Hidalgo, County of

1) Loaned Reconfiguration Equipment (provided by Nextel)

Quantity	Manufacturer	Description	Model Number	New/Used
4		Directional Coupler (with DIN connector)	CMC441382DIN	Used

2) Reserved

3) Reserved

4) Motorola Schedule D Equipment (to be provided by Motorola) - Motorola radios and flash-kits and accessories only

a) Reserved

b) Motorola Subscriber Services will not be provided for the following Motorola Schedule D Equipment

Quantity	Description	Radio Software	Encryption	Model Number
20	FlashKit (Flashes)			FlashKit

5) Reserved

SCHEDULE E

Product Typical Values

(1) **Motorola Equipment**

Item	Rebanding Product Typical Value (% are discount off list price)
Mobile, High Spec (XTL2500 RB)	$ 2,050
Accessories & Options	
SmartZone Operation	$ 162
Digital Operation	$ 234
Siren	$ 637
Consollette Power Kit	$ 500
Consollette Tone Remote	$ 475
DTMF Microphone	$ 180
DEK	$ 475
Extra Loud Speaker	$ 106
Dual Control Head	$ 575
Dual Control Head Mic	$ 80
Dual Control Head Cable	$ 95
Dual Control Head Speaker	$ 60
Multi-Radio SW Kit	$ 750
Multi-Radio HW Kit	$ 1,750
Emergency foot pedal	$ 55
AUXILIARY SWITCH PANEL	$ 165
Mobile UCM	$ 750
Key Lock Mounting	$ 40

Item	Rebanding Product Typical Value (% are discount off list price)
Mobile, Low Spec (XTL1500 RB)	$ 1,516
Accessories & Options	
SmartZone Operation	$ 58
Digital Operation	$ 72
Extra Loud Speaker	$ 106
Emergency foot pedal	$ 55
AUXILIARY SWITCH PANEL	$ 165
Key Lock Mounting	$ 40

Item	Rebanding Product Typical Value (% are discount off list price)
Mobile (XTL5000)	18%
Accessories & Options	
XTL5000 Options	18%
Motorcycle Mounting	$ 400
Motorcycle Housing	$ 900

Item	Rebanding Product Typical Value
Portable, High Spec (XTS2500 III RB)	$ 2,375.00
Accessories & Options	
SmartZone Operation	$ 200
Digital Operation	$ 400
Upgrade Both Kit Batteries to HICAP	$ 140
Spare Battery HICAP	$ 145
Portable Cables	$ 251
Carry Case	$ 60
Charger	$ 165
PSM	$ 150
RF Switch	$ 140
RSM	$ 97
Headset	$ 439
Programming Software	$ 265
Vehicular Charger	$ 95
Portable UCM	$ 750
Multi-unit Charger	$ 788

Item	Rebanding Product Typical Value
Portable, Low Spec (XTS1500 I RB)	$ 1,120
Accessories & Options	
SmartZone Operation	$ 150
Digital Operation	$ 130
Upgrade Both Kit Batteries to HICAP	$ 140
Spare Battery HICAP	$ 145
Portable Cables	$ 251
Carry Case	$ 60
Charger	$ 165
RSM	$ 97
Headset	$ 439
Programming Software	$ 265
Vehicular Charger	$ 95

Multi-unit Charger	$ 788

Item	Rebanding Product Typical Value (% are discount off list price)
Accessories & Options	
All accessories not listed above	5%

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(2) **Replacement Equipment**

The Product Typical Values for Replacement Equipment shall be:

a. for Replacement Equipment set forth on Schedule C, the cost shown on Schedule C for the item of Replacement Equipment; or

b. for Replacement Equipment comprising EFJohnson 5100 & 5300 series radios and associated accessories, the most recent list price as of the date a reconciliation statement is sent to Incumbent by Sprint, less 25%

Exhibit A

Incumbent Information

The following questions are required for processing Electronic Funds Transfers and if Incumbent wants Sprint to complete the FCC filings on its behalf. All information contained herein shall be kept strictly confidential and will be used only in completion of the Frequency Reconfiguration transaction.

I. INCUMBENT INFORMATION

Please provide the following information:

Company/Name: _____

Contact: _____ Title: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Email: _____

Check Appropriate Box: ☐ Individual/Sole Proprietor ☐ Corporation ☐ Partnership
☐ Other_____

II. BANK ACCOUNT INFORMATION (**Required** for payment processing.)

Please select preferred payment method: ☐ Wire Transfer ☐ ACH ☐ Check

Name of Bank: _____

Address of Bank: _____

City/State/Zip: _____

Bank Phone #: _____

ABA (Routing #): _____

Account #: _____

Name on Account: _____

Federal, State or Individual SS #: _____

Name of Brokerage Firm (if applicable): _____

Brokerage Account # (if applicable): _____

In the event Incumbent will not provide information for Wire Transfer or ACH, Incumbent acknowledges that all payments will be made by check.

Acknowledged by Incumbent: _____ ***(signature required only if Incumbent does not want an electronic funds transfer)***

III. TAX INFORMATION

The Internal Revenue Service and state tax authorities require Sprint to report all transactions, even if the transaction is exempt from taxation (if so, it will be reported to the IRS as a like-kind exchange). Therefore, it is necessary for Sprint to collect the information below. If you have specific questions about your tax implications in this transaction, you should consult your own accountant or financial advisor.

Incumbent's Federal or Individual Tax ID #, FEIN (Federal) or SSN (individuals): _____

State(s) – sales tax license, resale permit, employment, etc.): _____

Local (if applicable): _____

Current State and County location for your principal executive office: _____

If there has been more than one location for the principal executive office within the past five (5) years, list each such City/County/State location: _____

_____

IV. FINANCIAL RECONCILIATION CONTACT INFORMATION (indicate one)

A. Check here if *same* as indicated in Item I above_____

B. Fill in below if *different* from Item I above as follows:

Financial Contact Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Email: _____

V. REGULATORY INFORMATION

Would you like Sprint's Regulatory department to prepare and file all necessary FCC paperwork on your behalf? Yes / No

If yes, please provide the following **Universal Licensing System ("ULS")** information for your licenses:

FRN (FCC Registration Number): _____

ULS PASSWORD: _____

Contact Representative for any FCC related issues:

Name: _____

Phone Number: _____

If no, please provide the following information regarding who will take care of the preparation and filing of all necessary FCC paperwork on your behalf:

Contact Name:_____

Organization:_____

Address:_____

City:_____

State/Zip:_____

Phone Number: _____

Email Address:_____

I hereby acknowledge that all of the information provided herein is true and correct as of the date signed below.

Incumbent Signature:_____

Print Name: _____

Title: _____

Date: _____

Exhibit B

Reconciliation Documentation

B(1) Certification of Labor

Incumbent hereby certifies that the internal labor information provided under the Agreement is true and complete to the best of Incumbent's knowledge. Incumbent further certifies that the the number of planning and reconfiguration tasks that the Incumbent performed using internal labor for each labor category on the TA-approved Cost Estimate (as that term is defined in the Agreement) ("Units") and/or the number of internal labor hours incurred in performing planning and reconfiguration tasks for each labor category on the TA-approved Cost Estimate ("Hours") were for 800 MHz Reconfiguration and have been documented in accordance with the TA's policy on Incumbent Labor at http://www.800ta.org/content/PDF/policy/IncumbentLaborRatePolicy.pdf as of the date of this Agreement. Incumbent acknowledges that the reconciliation documentation and related supporting records for the Agreement are subject to the TA's Review Rights (as that term is defined in the Agreement).

Incumbent Name: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit B

Reconciliation Documentation

(B2)Time Sheet Documentation

THIS IS AN EXAMPLE DOCUMENT
THE ACTUAL DOCUMENT IS AVAILABLE FROM THE SPRINT FINANCE DEPARTMENT

Deal ID:

Deal Name:

Name	(1)Date	(2) Schedule C Category of Work	Description of Work Performed (ties back to Schedule C)	Actual Hours Worked	(3)Rate (hourly)	Total Cost
					TOTAL COST	**$**

.

CERTIFICATION:

Incumbent hereby certifies that the internal labor information provided under the Agreement is true and complete to the best of Incumbent's knowledge. Incumbent further certifies that the number of planning and reconfiguration tasks that the Incumbent performed using internal labor for each labor category on the TA-approved Cost Estimate (as that term is defined in the Agreement) ("Units") and/or the number of internal labor hours incurred in performing planning and reconfiguration tasks for each labor category on the TA-approved Cost Estimate ("Hours") were for 800 MHz Reconfiguration and have been documented in accordance with the TA's policy on Incumbent Labor at http://www.800ta.org/content/PDF/policy/IncumbentLaborPolicy.pdf as of the date of this Agreement. Incumbent acknowledges that the reconciliation documentation and related supporting records for the Agreement are subject to the TA's Review Rights (as that term is defined in the Agreement).

Incumbent Name:

Signature:_____

Title:_____

Date:_____

Notes:
(1) Separate entries for each date when labor expense was incurred must be provided on a per employee basis. Date ranges will not be accepted.

(2) A total should be provided for each Schedule C category. Subtotals can be provided within the page or a separate page can be used for each category/grouping.

(3) Hourly rates may not exceed the Schedule C negotiated rate for similar reconfiguration/planning activities unless accompanied by an approved change notice that explains why a higher rate was necessary to complete reconfiguration/planning.

Exhibit B
Reconciliation Documentation

(B3) Per Unit Summary Documentation

THIS IS AN EXAMPLE DOCUMENT
THE ACTUAL DOCUMENT IS AVAILABLE FROM THE NEXTEL FINANCE DEPARTMENT

Deal ID:
Deal Name:

(1) Schedule C Category of Work	Description of Work Performed (ties back to Schedule C)	(2) Quantified Units	(3) Rate (Per Unit)	Total Cost
				$

CERTIFICATION:

Incumbent hereby certifies that the internal labor information provided under the Agreement is true and complete to the best of Incumbent's knowledge. Incumbent further certifies that the the number of planning and reconfiguration tasks that the Incumbent performed using internal labor for each labor category on the TA-approved Cost Estimate (as that term is defined in the Agreement) ("Units") and/or the number of internal labor hours incurred in performing planning and reconfiguration tasks for each labor category on the TA-approved Cost Estimate ("Hours") were for 800 MHz Reconfiguration and have been documented in accordance with the TA's policy on Incumbent Labor at http://www.800ta.org/content/PDF/policy/IncumbentLaborPolicy.pdf as of the date of this Agreement. Incumbent acknowledges that the reconciliation documentation and related supporting records for the Agreement are subject to the TA's Review Rights (as that term is defined in the Agreement).

Incumbent Name:

Signature:_____

Title:_____

Date:_____

Notes:
(1) A total should be provided for each Schedule C category. Subtotals can be provided within the page or a separate page can be used for each category/grouping.

(2) A detailed list identifying the individual units (by serial number or other unique identifying factor) must be provided in addition to this summary document.

(3) Per unit rates may not exceed the Schedule C negotiated rate for similar reconfiguration/planning activities unless accompanied by an approved change notice that explains why a higher rate was necessary to complete reconfiguration/planning.

Zimbra **monica.badillo@co.hidalgo.tx.us**

FRA

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Mon, Aug 18, 2014 04:17 PM
Subject : FRA 1 attachment
To : Belinda Alvarez <belinda.alvarez@co.hidalgo.tx.us>
Cc : Oscar Montoya <oscar.montoya@co.hidalgo.tx.us>
Reply To : victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Alvarez,

Our office has reviewed the revisions to the FRA, as submitted by Mr. Hobson, and at this time agree as to form.

Thank you.

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

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****

Hidalgo FRA July 31 2014 (3) reviewed.DOCX
85 KB

MOTOROLA SOLUTIONS

August 14, 2014
(Revised Reconfiguration Implementation Phase Agreement, post-negotiation)

Oscar Montoya
Hidalgo County
Emergency Management Coordinator
302 W. University Drive
Edinburg, TX 78539

Dear Mr. Montoya,

Motorola Solutions, Inc. is pleased to present this proposal for reconfiguration services required to modify your radio system to comply with the Federal Communication Commission's Rebanding Report & Order. The FCC mandates that Hidalgo County, TX move their 800 MHz System frequencies as part of an overall effort by the FCC to reduce interference in the 800 MHz band.

Motorola has worked closely with Hidalgo County, TX to ensure that we have a complete understanding of your current operational needs and how these are to be considered while reconfiguring your 800 MHz radio system. We have completed an evaluation of your system which included the impact of the necessary changes to the newly assigned frequencies.

Motorola will commence this reconfiguration effort for the Hidalgo County, TX system once this proposal is agreed to by Sprint Nextel and the rebanding Transition Administrator. As outlined in the guidelines of the Transition Administrator, the attached Statement of Work and accompanying price page should be included with your request for reconfiguration funding forms and faxed to Transition Administrator at (888) 701-4380 or via e-mail to Comments@800TA.org. If you have any questions regarding this proposal, please contact your Motorola Rebanding Strategist, Bill McDaniel at (205) 260-7801 or your Motorola Account Manager, David Champion at (956) 532-8659.

Regards,

David C. Nash

David C. Nash
Rebanding Team Lead
Services Operations – Americas Region

Reconfiguration Implementation Phase Agreement

Motorola Solutions, Inc. ("Motorola") and **Hidalgo County, TX** ("Customer" or "Licensee"), whose main address is **302 W. University Drive, Edinburg, TX 78539** enter into this Reconfiguration Implementation Phase Agreement ("Agreement"), pursuant to which Licensee will purchase and Motorola will sell the Reconfiguration Implementation Phase products or services described below, and the parties will perform their duties as described in this Agreement. Motorola and Licensee may be referred to individually as a "Party" and collectively as the "Parties." This Agreement is made with reference to the following recitals.

A. On August 6, 2004, the Federal Communications Commission ("FCC") issued a Report and Order FCC 04-168 that modified its rules governing the 800 MHz band to minimize harmful interference to public safety communications systems. On December 22, 2004, the FCC issued a Supplemental Order and Order on Reconsideration FCC 04-294. The August 6 and December 22, 2004 orders, and any supplemental orders issued by the FCC, are collectively referred to as the "Order."

B. Pursuant to the Order, certain licensees of 800 MHz channels used in public safety or other systems must relinquish their existing channels and relocate their systems to other licensed channels ("Replacement Channels"); and Nextel Communications, Inc. must relinquish some of its existing channels and must provide and pay relocation funds ("Relocation Funds") to enable affected licensees (like Licensee) to relocate their systems onto Replacement Channels and reconfigure their systems so that they are "Comparable Facilities" (as defined below)

C. The FCC has appointed a Transition Administrator (the "TA") to ensure that the rebanding initiative proceeds on schedule and in a planned and coordinated manner so that disruption to a licensee's system is minimized. In the TA's "Reconfiguration Handbook," the two phases to accomplish reconfiguration are described as the "Reconfiguration Planning Phase" and the "Reconfiguration Implementation Phase." This Agreement addresses only the Reconfiguration Implementation Phase. Licensee has selected Motorola to provide the "Reconfiguration Implementation Phase Products and Services" (as defined below).

D. The Parties acknowledge that additional products or services may be needed for Licensee to achieve Comparable Facilities, and these additional products may be provided by other vendors and these additional services may be performed by Licensee's own personnel or by its other contractors. This Agreement describes only the Reconfiguration Implementation Phase Products and Services (and, if applicable, Upgrades) that Motorola is providing to Licensee.

E. This Agreement is not intended to, and does not, apply to the delivery of any products or services that are not related to the Reconfiguration Implementation Phase activities. If Licensee desires to purchase from Motorola products or services that are not related to these reconfiguration activities, the Parties will document that transaction in another separate contract. However, Licensee may use this Agreement to purchase upgraded subscriber equipment. Upgrades will be paid with Licensee's own funds and not by Nextel.

For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits.

Exhibit A Payment Milestone Schedule (Inapplicable to Subscriber Only Transactions)

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Exhibit B System Acceptance Certificate (Inapplicable to Subscriber Only, No Services Transactions)
Exhibit C Motorola's Proposal dated **03/21/2014 and revised 08/14/2014** which includes all of the "Technical and Implementation Documents" such as (if applicable):
the "Reconfiguration Products List,"
the "Reconfiguration Services Statement of Work" or "SOW," including Benchmark Tests, if any,
the "Reconfiguration Acceptance Test Plan" or "ATP," and
the "Performance Schedule"

Section 2 DEFINITIONS

In addition to the defined terms above, capitalized terms used in this Agreement have the following meanings:

2.1. "Acceptance Tests" means those tests described in the Reconfiguration ATP, the primary purpose of which is to verify that the Licensee's System has been relocated onto Replacement Channels and reconfigured consistently with this Agreement.

2.2. "Benchmark Tests" means the initial tests performed by Motorola on behalf of Licensee to determine the current condition, capability, and functionality of Licensee's System. Depending on the complexity and specific requirements of the reconfiguration efforts, the Benchmark Tests may include testing of some or all of the following: channel capacity, signaling capacity, baud rate and access time, geographic coverage, penetration, redundancy, and other functional and operational capabilities and limitations of Licensee's existing facilities. The precise requirements of the Benchmark Tests are described in the Reconfiguration Services Statement of Work. Qualified representatives of Licensee may observe the performance of the Benchmark Tests.

2.3. "Comparable Facilities" means, as more fully described at Section 90.699(d) of the FCC's Rules, 47 C.F.R.§90.699(d), and as interpreted by the FCC in its orders and rulings, the Licensee's System (including the subscriber radio equipment) having at least the same operational capabilities that existed before relocation, including (1) equivalent channel capacity; (2) equivalent signaling capacity, baud rate, and access time; (3) coextensive geographical coverage; and (4) equivalent operating costs. See, 47 C.F.R. §90.677(f), referring to Section 90.699(d).

2.4. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential or proprietary at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful or negligent act of the receiving party; is already known to the receiving party without restriction when it is disclosed; is, or subsequently becomes, rightfully and without breach of this Agreement, of any other agreement between the Parties or of any applicable protective or similar order, in the receiving party's possession without any obligation restricting disclosure; is independently developed by the receiving party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing party.

2.5. "Contract Price" means the price for the Reconfiguration Implementation Phase Products and Services, whether set forth in one or multiple Proposals. The Contract Price excludes any applicable sales or similar taxes, and any Rebanding Radios, Non-Kit Accessories, and Flash Kits which will be invoiced directly to Nextel pursuant to Section 5.2.1.1.

2.6. "Cost Estimate" means the Licensee's certified estimate of costs as provided to Nextel and the TA submitted in conjunction with a request for Relocation Funds to provide Comparable Facilities.

2.7. "Licensee's Final Certification" means the Licensee's final certification to Nextel and the TA certifying that (i) the Acceptance Tests described in the Reconfiguration ATP have been satisfactorily completed, (ii) all

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necessary reconfiguration work has been satisfactorily completed to provide Licensee with Comparable Facilities, and (iii) Nextel and Licensee have agreed on the sum paid for such relocation of the Licensee's facilities.

2.8. "Customer Suitability Assessment" means the initial assessment services performed by Motorola to determine whether Licensee's System (infrastructure) is suitable for updating using the Motorola Software that has been especially modified for purposes of the 800 MHz band reconfiguration.

2.9. "Effective Date" means that date upon which all Parties have executed this Agreement.

2.10. "Field Services" means the reflashing and installation of a Flash Kit (as defined in Section 3.1.4), firmware, programming, creation of user templates and/or setting of local configurations or other on-site services in accordance with the FCC's 800MHz band plan on Licensee's System.

2.11. "Force Majeure" means a material event, circumstance, or act of a third party (including Nextel or the TA) that is beyond a Party's reasonable control. An act of God, the public enemy, a government entity, or another Party (including another Party's failure to comply with the 800 MHz Rules); strikes or other labor disturbances, general unavailability of necessary materials, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots are examples of a Force Majeure.

2.12. "Infringement Claim" means a third-party claim alleging that the Reconfiguration Implementation Phase Products manufactured by Motorola or any Motorola Software infringes upon the third-party's United States patent or copyright.

2.13. "Motorola Software" means Software that Motorola or its affiliated company owns.

2.14. "Nextel" means Nextel Communications, Inc. and any other affiliate, including Sprint Nextel.

2.15. "Non-Motorola Software" means Software that a party other than Motorola or its affiliated company owns.

2.16. "Non-Kit Accessory" means an accessory that is used for subscriber radios but is not part of the radio kit.

2.17. "Products" means either the hardware, Software, or both, that are provided under this Agreement.

2.18. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to any documents delivered by Motorola under this Agreement or any Motorola Software or equipment.

2.19. "Rebanding Radio" means a Motorola manufactured rebanding subscriber radio product (mobile or portable), including the accessories in the radio kit, that is designed and manufactured specifically for the 800 MHz rebanding initiative and is designated by Motorola with an "RB" model number.

2.20. "Reconfiguration Implementation Phase Products" means those Products to be provided by Motorola under this Agreement.

2.21. "Reconfiguration Implementation Phase Services" means those implementation services to be provided by Motorola under this Agreement.

2.22. "Reconfiguration Implementation Phase Products and Services" means those Reconfiguration Implementation Phase Products and Reconfiguration Implementation Phase Services that Motorola sells under this Agreement.

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2.23. "Software" means the Motorola and Non-Motorola Software in object code format that is furnished under this Agreement, including any releases or software kits to reprogram radios. This Agreement does not involve any source code.

2.24. "Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

2.25. "System" means the hardware and software products that comprise the Licensee's existing 800 MHz radio communications system.

2.26. "System Acceptance" means the Acceptance Tests have been successfully completed.

2.27. "Trade-In Non-Kit Accessory" means a legacy accessory that is used for a Trade-In Radio but is not part of the radio kit, is owned and has been used by the Licensee, and which will be provided to Motorola as a trade-in in exchange for a Non-Kit Accessory on a one-for-one basis and which Nextel agrees to accept as a valid trade-in.

2.28. "Trade-In Radio" means a radio (whether manufactured by Motorola or any other manufacturer) that is owned and has been used by a Customer, and which will be provided to Motorola as a trade-in in exchange for a Rebanding Radio on a one-for-one basis and which Nextel agrees to accept as a valid trade-in.

2.29. "Upgrades" means upgraded features and functionalities to the Rebanding Radios that exceed what Licensee requires for Comparable Facilities. If applicable, the Upgrades are to be paid by Licensee with its own funds, and not by Nextel, and any portion of this transaction related to the Upgrades is not subject to the TA or Nextel oversight.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK.

3.1.1. General. The Parties will perform their respective contractual responsibilities in accordance with this Agreement, including the Technical and Implementation Documents.

3.1.2. Licensee Responsibilities. Licensee is responsible for all activities that are reasonable, necessary and prudent to make the Licensee's System satisfy the Comparable Facilities standard. Licensee has selected Motorola to assist it in accomplishing these activities and has determined that the Reconfiguration Implementation Phase Products and Services are necessary for Licensee's System to satisfy the Comparable Facilities standard.

3.1.2.1. Licensee will designate a project manager who will be Licensee's point of contact person. Licensee will employ reasonable efforts to assist Motorola in providing the Reconfiguration Implementation Phase Services, and will provide reasonable and timely access to Licensee's equipment, facilities, personnel and relevant information.

3.1.2.2. Licensee has contracted with Nextel in a Frequency Reconfiguration Agreement ("FRA") which, among other things, contractually obligates Nextel to pay directly to Motorola the Contract Price. Promptly after execution of the FRA, Licensee will provide to Motorola a copy of those portions of the FRA that pertain to Motorola's services, products, pricing and payment, including Schedules C and D to the FRA (redacted if necessary to exclude information not pertaining to Motorola).

3.1.2.3. Licensee has submitted its Cost Estimate to Nextel and the TA, and will provide amended certified Cost Estimate(s) to Nextel and the TA if and when appropriate, including when any change order is requested by either Party. For the limited purpose of assisting Nextel and the TA to evaluate Licensee's Cost Estimate, Motorola authorizes Licensee to and Licensee will provide to Nextel and the TA a copy of this Agreement, including the exhibits and pricing, but such information is and remains Motorola Confidential Information as provided below in Section 13 (and pursuant to Non-Disclosure Agreements Motorola has with Nextel and the TA). After the successful completion of the Acceptance Tests described in the Reconfiguration ATP, Licensee will perform any

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other tests necessary for it to verify that its System meets the Comparable Facilities standard; and upon that verification, will submit Licensee's Final Certification to Nextel and the TA.

3.1.2.4. For the limited purpose of assisting Nextel and the TA to verify consistency concerning the rebanding products and services approved in the FRA and the rebanding Products and services ordered by Licensee and provided to Licensee under this Agreement, either Motorola or Licensee may provide to Nextel and the TA records showing the rebanding Products ordered, shipped, delivered, etc. (or a written summary of these records), and the services performed, but such records shall remain the Confidential Information of the applicable Party as determined by Section 13 below and will be protected under any non-disclosure agreements the Party has with Nextel and the TA.

3.1.3. Motorola Responsibilities. Motorola will provide the Reconfiguration Implementation Phase Products, and perform the Reconfiguration Implementation Phase Services, all in accordance with this Agreement and all of which are intended to support and assist Licensee to make appropriate judgments as to whether its System has achieved Comparable Facilities.

3.1.4. Reprogramming. *(Note: this section is not applicable to every customer system.)*
Motorola and Nextel have entered into an agreement (the "Development Services Agreement") to modify and test certain Motorola Software for rebanding because some customer systems have equipment that is capable of being reprogrammed rather than being replaced. The Development Services Agreement is confidential, and nothing in this Agreement is intended to reduce or nullify the confidential nature of the Development Services Agreement. As part of the Development Services Agreement and subject to various requirements, limitations and restrictions, Motorola has agreed to offer "Flash Kits" to appropriate customers so that their equipment may be reprogrammed. Concerning infrastructure equipment, Motorola will provide Flash Kits only if Motorola has performed a Customer Suitability Assessment and has determined that the customer's equipment is suitable for reprogramming. Concerning Motorola-manufactured subscriber equipment, Motorola will provide available Flash Kits without a suitability assessment, but Licensee acknowledges that not all Motorola subscriber models are capable of being reprogrammed. Even if a customer's system is of the type and model that is suitable for reprogramming, if Motorola determines that the customer's system is not on the last release of the Motorola Software, reprogramming might be infeasible or may require supplemental services, hardware, cabling, third party licensing fees, or other equipment to migrate the customer's system to the last supported version of the Motorola Software (referred to as "Direct Installation Services").

3.1.4.1 Based upon the results of the Customer Suitability Assessment, the Reconfiguration Services SOW should indicate if Direct Installation Services are known and needed and, if so, the scope of the Direct Installation Services; and the appropriate number and type of Flash Kits to be ordered from Motorola to match the requirements of Licensee's System and upgrade plan as indicated in the Customer Suitability Assessment; and whether Motorola proposes to perform the Field Services concerning the installation of the Flash Kits.

3.1.4.2. If Licensee (rather than Motorola) performs the inventory of System equipment, Licensee agrees that its inventory report will be accurate and sufficiently detailed so that Motorola may perform the Customer Suitability Assessment. If the inventory report contains inaccurate, erroneous, or incomplete inventory information, Motorola is not liable for an incorrect or incomplete Customer Suitability Assessment; and any reassessment or consequences caused by Licensee's inaccurate, erroneous, or incomplete inventory information will be the responsibility of Licensee.

3.1.4.3. Motorola is not obligated to (and does not intend to) offer, sell or provide to Licensee the Flash Kits for infrastructure equipment if Motorola does not perform the Customer Suitability Assessment and determines that Licensee's System is suitable. If Motorola performs the Customer Suitability Assessment and determines that infrastructure equipment in Licensee's System is suitable, and if Motorola performs the Direct Installation Services, if needed, and if Licensee orders the Flash Kits, then Motorola will offer to perform the Field Services (the scope and price of the Field Services will be addressed by means of a change order). **To the extent applicable,**

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Design, technical and pricing information contained in this offering is considered proprietary and may not be shared with any person or agency not directly associated with the addressee without the express written consent of Motorola Solutions, Inc., or its designees.

Motorola's obligations to sell and provide Flash Kits, Direct Installation Services, and/or Field Services will be expressly described in the Reconfiguration Products List and Reconfiguration Services SOW. If they are not so described, then Section 3.1.4 is not applicable to this transaction. Nothing in this Agreement shall restrict or limit a qualified third party service provider selected by Licensee from performing Field Services, but if a party other than Motorola provides the Field Services, the warranty in Section 8.2.2 is inapplicable.

3.2. CHANGE ORDERS.

3.2.1. General. Either Motorola or Licensee may request changes within the general scope of this Agreement which, if agreed, will be reflected in a written change order. Except in an emergency as described in Section 3.2.3, Licensee will not execute a change order to this Agreement until after Nextel and Licensee have agreed upon the corresponding change notice and amendment to their Frequency Reconfiguration Agreement. A change order is not effective until it is executed by each of the Parties. The Parties will negotiate in good faith any requested change order.

3.2.2. Reconfiguration Implementation Phase Products and Services. If a requested change causes (or is likely to cause) an increase in the Contract Price: (1) Motorola will provide Licensee with its written estimate of: (a) the scope of the changes to the Products and Services, and (b) the increase in the Contract Price due to the requested change, and (2) Licensee will perform its own analysis of the impact of the requested change on the Contract Price and the necessity of the changes to achieve the Comparable Facilities standard, and (3) Licensee will submit to Nextel and the TA its modified Cost Estimate and proposed FRA change notice. Licensee will provide to Motorola a copy of any approvals or rejections of modifications to the Cost Estimate and to the FRA by Nextel or the TA.

3.2.3. Emergency Change Orders. If the subject of a change order involves a total System failure or a critical failure that diminishes radio communications and causes a significant public safety risk and if Motorola and Licensee reasonably conclude that remediation efforts must occur before Licensee obtains Nextel and TA approval, then the Parties will follow the change order process to the extent reasonably practical, Motorola will perform the remediation work described in the Emergency Change Order, Licensee will promptly request approval or ratification of the Emergency Change Order by Nextel and the TA, and if Nextel or the TA withhold approval of the Emergency Change Order, additional work performed by Motorola pursuant to the Emergency Change Order will be paid by Licensee with its own funds without prejudice to Licensee's right to submit or re-submit the change order to Nextel or the TA or to dispute the decision by Nextel or the TA refusing to approve the change order.

3.3. MAINTENANCE AND SUPPORT SERVICES. Other than the warranty services described in Section 8, this Agreement does not cover any warranty, maintenance and support services. If Licensee and Motorola wish to address maintenance and support services, they may do so in a separate agreement.

3.4. SOFTWARE. Motorola Software, including subsequent releases and Flash Kits, is licensed to Licensee in accordance with Motorola's applicable standard software license agreement (a copy of which will be provided to Licensee upon request and is incorporated herein by this reference). Non-Motorola Software is licensed to Licensee in accordance with the applicable standard software license agreement of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the applicable Motorola software license agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under that Motorola software license agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Licensee hereby accepts and agrees to abide by all of the terms and restrictions of the applicable software license agreement.

3.5. REBANDING RADIOS AND TRADE-IN RADIOS. Licensee agrees that for each and every Rebanding Radio (and, as applicable, Non-Kit Accessory) that Motorola provides to Licensee under this Agreement (and for each and every upgraded radio that is provided in lieu of a Rebanding Radio by Motorola under any agreement), Licensee shall deliver to Motorola a Trade-In Radio (and, as applicable, Trade-In Non-Kit Accessory) on a one-for-one basis. A Trade-In Radio or Trade-In Non-Kit Accessory will be recognized as a valid trade in only if Nextel accepts it as such during its process of inventorying, powering on, and inspecting the trade in units. Licensee will deliver the Trade-In Radios and Trade-In Non-Kit Accessories to Motorola as soon as practical after they are

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replaced by the Rebanding Radios and Non-Kit Accessories or at a different time mutually agreed by the Parties but in no event later than 90 days after delivery of the corresponding Rebanding (or upgraded) Radio; partial shipments of Trade-In units are acceptable and are to occur no less frequently than monthly. Title to the Trade-In Radios and Trade-In Non-Kit Accessories shall pass from Licensee to Motorola upon delivery. Licensee acknowledges that Motorola intends to temporarily store the Trade-In Radios and Trade-In Non-Kit Accessories for inspection and inventory by Motorola and Nextel and to destroy them thereafter. Licensee shall be responsible to comply with its asset disposition policies and requirements concerning the Trade-In Radios and Trade-In Non-Kit Accessories.

3.5.1. Licensee's Failure to Deliver Trade-In Radios and/or Trade-In Non-Kit Accessories. If for any reason the number of Rebanding Radios (or upgraded radios) and/or the number of Non-Kit Accessories delivered by Motorola to Licensee exceeds the number of Trade-In Radios and/or the number of Trade-In Non-Kit Accessories delivered by Licensee to Motorola and accepted as valid by Nextel (the "Unmatched Equipment"), then Motorola will notify Licensee of this deficiency and Licensee will at its expense immediately return to Motorola the Unmatched Equipment in the same condition as received. A unit will not be considered to be new six (6) months after the date of delivery, even if it is still in its unopened box. If Licensee fails to return the Unmatched Equipment to Motorola, or if the Unmatched Equipment is no longer in the same condition as received, then Motorola may charge Licensee for retaining the Unmatched Equipment and the unit price will be the full list price of the most similar non-rebanding Motorola radio and/or Non-Kit Accessory (or such lesser price as Motorola in its sole discretion may determine). Alternatively, Motorola may resort to any other available legal or equitable remedy, including specific performance. Licensee acknowledges that Nextel is not responsible to pay for Unmatched Equipment and Licensee agrees to pay Motorola for the Unmatched Equipment. Licensee acknowledges further that its FRA with Nextel has similar provisions. Finally, Licensee acknowledges that if an Unmatched Equipment/trade-in problem arises, it (i) will work primarily with Motorola to resolve the problem only if Motorola performed the Field Services concerning the corresponding Rebanding Radios, and (ii) will work primarily with Nextel to resolve the problem if Motorola did not perform the Field Services concerning the corresponding Rebanding Radios.

Section 4 PERFORMANCE SCHEDULE

4.1. SCHEDULE. The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Licensee represents that it has obtained all necessary approvals (including Nextel, the TA, and if necessary its legislative or governing authority) and authorizes Motorola to proceed with performance of this Agreement.

4.2. DELAYS. No Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party will notify the other Party if it becomes aware of a Force Majeure that will significantly delay performance. The notifying Party will give the notice promptly after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances. If Licensee (including its other contractors), Nextel or the TA delays the Performance Schedule, the Parties will execute a change order to extend the Performance Schedule and, if requested and justified, compensate Motorola for all reasonable charges incurred because of the delay.

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. CONTRACT PRICE.

5.1.1. Contract Price. The Contract Price for the Upgrades (if applicable) in U.S. dollars is **$0**. Licensee agrees to pay the Contract Price for Upgrades and any applicable taxes and acknowledges that Nextel is not obligated to pay for Upgrades and applicable taxes. Motorola will not disclose to Licensee the price for Rebanding Radios (or RB radio equivalents if they are upgraded), Non-Kit Accessories, and Flash Kits but those items are covered by Section 5.2.1.1 below. The Contract Price in U.S. dollars for all other Reconfiguration Implementation Phase Products and Services is **$886,278.74**, as set forth in the Pricing Summary sheets in the applicable Proposal. Licensee represents that (1) its Cost Estimate is sufficient to cover the Contract Price and any applicable sales or similar taxes; and (2) Nextel and the TA have reviewed and approved Licensee's Cost Estimate.

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5.1.2. Payment from Nextel; Licensee Not Liable for Contract Price. Except for the Upgrades and applicable taxes, payment of the Contract Price and the price for Rebanding Radios (or RB radio equivalents if they are upgraded), Non-Kit Accessories, and Flash Kits is to come from Nextel and Licensee shall not be liable to pay Motorola these amounts. Notwithstanding the above, if Nextel pays any portion of this amount to Licensee rather than to Motorola, Licensee will immediately forward the payment to Motorola. Motorola agrees to accept direct payments from Nextel if Nextel clearly identifies the applicable Motorola invoice; Motorola further agrees to apply these direct payments from Nextel to the Contract Price.

5.1.3. Motorola's Protections Concerning Payment by Nextel. If requested by Motorola, Licensee will execute promptly upon completion of the milestone the applicable Incumbent Acknowledgement form and any other necessary documents and take all such actions that are reasonable or necessary to promote the prompt payment by Nextel to Motorola. The Parties will cooperate with each other and provide to each other, and to Nextel and the TA, such information (other than Confidential Information, which is governed by Section 13.1) as is reasonable or necessary to facilitate the prompt payment of the Contract Price to Motorola.

5.2. INVOICING AND PAYMENT.

5.2.1. Invoicing. Motorola will send to Licensee correct invoices for Upgrades upon shipment of the upgraded radio, and payment is due within thirty (30) days of receipt of invoice. Motorola will invoice Nextel for the Rebanding Radios (or RB radio equivalents if they are upgraded), Non-Kit Accessories, and Flash Kits upon shipment in accordance with a confidential agreement between Motorola and Nextel. As to the other Reconfiguration Implementation Phase Products and Services, Motorola will submit correct invoices to Licensee, with a copy to Nextel, in accordance with the pre-approved payment milestones set forth in Exhibit A. Licensee's contact person and address for invoice purposes are: **Oscar Montoya, Emergency Management Coordinator, Hidalgo County, 302 W. University Drive, Edinburg, TX 78539 ~ Phone: (956) 318-2615 ~ Fax: (956) 289-2889 ~ email: oscar.montoya@co.hidalgo.tx.us**. Licensee may change this contact person or address by written notice to Motorola. Upon receipt of an invoice, Licensee will promptly (but in no event longer than seven (7) calendar days) inspect the invoice, verify whether it correctly states the payment milestone, and notify Nextel in writing (via facsimile or priority overnight carrier) that Licensee approves the invoice and accepts the milestone (the "Approval Notification"). Licensee will attach a copy of the invoice to the Approval Notification. When Licensee sends to Nextel the Approval Notification, Licensee will concurrently provide to Motorola's project manager a copy of the Approval Notification so that Motorola may know approximately when Nextel receives it. If for any reason Licensee disapproves the invoice, Licensee will promptly give written notice to both Motorola and Nextel; the disapproval notice will explain the reasons for Licensee's disapproval. Motorola will promptly correct any inaccurate invoice that Licensee disapproves, and resubmit the corrected invoice using the same process as described above in this paragraph.

5.2.1.1. Motorola will provide to Licensee only a bill of lading for Rebanding Radios, Non-Kit Accessories, and Flash Kits, and provide the applicable invoice directly to Nextel; or Motorola may provide to Licensee an invoice at the typical sales prices/values for these products or at zero dollars ($0) with a notation that reflects the fact that Nextel has paid (or will pay) for these products directly to Motorola. If Motorola presents to Licensee a bill of lading or an invoice as permitted by this Section 5.2.1.1, Licensee will follow the Approval Notification process as described above but may assume the invoice amount is correct (and has no liability for incorrect invoices).

5.2.2. Tax ID Number. Motorola's Federal Tax Identification Number is 36-1115800.

5.2.3. Audit of Licensee's Records. The Order provides that after the reconfiguration work is completed, the TA will perform an audit of Licensee's records and "true up" or reconciliation procedure, whereby the reconfiguration work actually performed will be examined relative to the reconfiguration work described in Licensee's Cost Estimate, and any payment adjustments will be calculated and made. Within six (6) months after Motorola completes its work under this Agreement but before this true up procedure, Motorola and Licensee will work together in good faith and will act reasonably in order for Licensee to accurately account for the invoices from and

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payments to Motorola in a "project closeout" process. If necessary, during the project closeout process, the Parties will execute a change order to conform the scope of the actual reconfigured work performed to the scope of the contracted reconfigured work; this change order will be submitted for approval and may result in an increase or decrease to the Contract Price. If requested within twelve (12) months after Motorola completes its work under this Agreement, Motorola will provide reasonable but limited assistance to Licensee in its true up activities to the extent the issues were not adequately covered during the project closeout process. Nothing in this Agreement grants Nextel, the TA, the FCC, any part of the U.S. federal government, or Licensee the right to audit Motorola's records concerning this Agreement or any other matter.

5.3. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will prepay and add all freight charges to the invoices. Title to the Products, excluding Software, will pass from Motorola to Licensee upon delivery. Software is governed by the applicable software license agreement. Risk of loss to Products will pass from Motorola to Licensee upon delivery. Motorola will pack and ship all Products in accordance with good commercial practices.

Section 6 SITES AND SITE CONDITIONS (To the extent applicable.)

6.1. ACCESS TO SITES. Licensee will provide any necessary construction and building permits, zoning variances, licenses, and any other approvals related to Licensee's property and equipment that are necessary to develop or use the sites or equipment; and access to the Licensee's work sites as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Reconfiguration Services Statement of Work.

6.2 SITE CONDITIONS. Licensee will ensure that all work sites it provides and controls will be safe, secure, and in compliance with all applicable OSHA and industry standards. To the extent applicable, Licensee will ensure that these work sites have adequate physical space; air conditioning and other environmental conditions; electrical power outlets, distribution and equipment; and telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Products or performing services at a Licensee work site, Motorola will inspect the work site and advise Licensee of any apparent deficiencies or non-conformities with the requirements of this Section.

Section 7 SYSTEM ACCEPTANCE (Inapplicable to Subscriber Only Transactions)

7.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Licensee at least five (5) days notice before the Acceptance Tests commence. Acceptance testing will occur only in accordance with the Reconfiguration ATP.

7.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, Licensee and Motorola will memorialize this event by promptly executing the System Acceptance Certificate. If Licensee reasonably believes that the completed Acceptance Tests have failed, Licensee will provide to Motorola a written notice that includes the specific details of the failure. If Licensee does not provide to Motorola the notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance, but will be corrected according to a mutually agreed punch list schedule.

7.3. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance and when all Motorola deliverables have been delivered and all Motorola work as described in this Agreement has been completed. When Final Project Acceptance occurs, Licensee and Motorola will promptly memorialize this final event by so indicating in the appropriate place on the System Acceptance Certificate.

7.4. COPIES TO NEXTEL AND THE TRANSITION ADMINISTRATOR. Licensee will provide to both Nextel and the TA a copy of all executed System Acceptance Certificates.

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Section 8 REPRESENTATIONS AND WARRANTIES (To the extent applicable.)

8.1. EQUIPMENT AND PARTS WARRANTY.

8.1.1. Equipment. For one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first, Motorola warrants that newly manufactured equipment it provides under this Agreement will be free from material defects in materials and workmanship under normal use and service. As used in Section 8, the term "Beneficial Use" means use for the intended purpose, excluding testing and training. This Agreement does not create, extend, or change any warranties concerning equipment that was part of the System and was already in service at the Effective Date.

8.1.2. Parts. For ninety (90) days from the date of shipment to Licensee, Motorola warrants that component parts and boards that it provides under this Agreement will be free from material defects in materials and workmanship under normal use and service.

8.2. MOTOROLA SOFTWARE WARRANTY.

8.2.1. Standard Software Warranty in Newly Manufactured Equipment. For one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first, Motorola warrants the unmodified Motorola Software installed or embedded in newly manufactured equipment and delivered under this Agreement, when used properly and in accordance with the product documentation, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Motorola Software. Whether a defect occurs will be determined solely with reference to the published product documentation. Except as provided in Section 8.2.2, this Agreement does not create, extend, or change any warranties concerning Software that was part of the System and was already in service at the Effective Date.

8.2.2. Special Motorola Software "Flash Kit" Warranty. This special Motorola Software warranty applies only to (i) Flash Kits for subscriber radios if Motorola receives Licensee's order for the appropriate number and type of Flash Kits and performs the Field Services concerning the subscriber radios; and to (ii) Flash Kits for infrastructure Equipment if Motorola performs the Customer Suitability Assessment, determines in writing that Licensee's System is suitable, performs the Direct Installation Services, if needed, receives Licensee's order for the appropriate number and type of Flash Kits, and performs the Field Services concerning the infrastructure equipment.

THE MOTOROLA SOFTWARE, I.E., THE FLASH KITS, WHEN INSTALLED BY MOTOROLA, WILL PERFORM IN ALL MATERIAL RESPECTS AND WILL INCLUDE MATERIALLY ALL FEATURES AND FUNCTIONALITY AS THE LAST MOTOROLA-SUPPORTED VERSION OF MOTOROLA SOFTWARE IN THE SYSTEM AND SUBSCRIBER EQUIPMENT. TO FURTHER AND SPECIFICALLY CLARIFY, THE FLASH KITS MODIFY THE LAST MOTOROLA-SUPPORTED VERSION OF THE MOTOROLA SOFTWARE TO ENABLE THE EQUIPMENT IN WHICH THE MOTOROLA SOFTWARE IS INSTALLED TO OPERATE ON BOTH THE CURRENT FREQUENCY BAND AS WELL AS THE NEW FREQUENCY BAND AFTER THE EQUIPMENT IS RECONFIGURED, AND IT IS THOSE REBANDING MODIFICATIONS THAT MOTOROLA WARRANTS WILL RESULT IN MATERIALLY THE SAME FEATURES AND FUNCTIONALITY VERSUS THE LAST MOTOROLA-SUPPORTED VERSION OF THE MOTOROLA SOFTWARE. MOTOROLA IS NOT PROVIDING A WARRANTY FOR ANY CHANGES OR LOSS IN FEATURES AND FUNCTIONALITY THAT MIGHT RESULT FROM FIRST HAVING TO UPGRADE ANY EXISTING LEGACY SYSTEM OR EQUIPMENT TO THE LAST MOTOROLA-SUPPORTED VERSION OF THE MOTOROLA SOFTWARE. LICENSEE WILL HAVE NINETY (90) DAYS FROM SYSTEM ACCEPTANCE OR BENEFICIAL USE OF THE MOTOROLA SOFTWARE, WHICHEVER OCCURS FIRST, TO NOTIFY MOTOROLA IN WRITING OF A SOFTWARE WARRANTY CLAIM AS PROVIDED IN THIS SECTION 8.2.2. FOR PURPOSES OF THE PRECEDING SENTENCE, THE TERM "BENEFICIAL USE" MEANS WHEN THE EQUIPMENT CONTAINING THIS MOTOROLA SOFTWARE IS USED FOR ITS INTENDED PURPOSE, EXCLUDING TESTING AND TRAINING, AND WILL BE DETERMINED

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CONCERNING TWO EVENTS: FIRST, WHEN THE MOTOROLA SOFTWARE IS INSTALLED TO OPERATE ON THE CURRENT FREQUENCY BAND, AND AGAIN AFTER THE FIXED NETWORK EQUIPMENT IS RECONFIGURED ON THE NEW FREQUENCY BAND. AFTER RECEIPT OF THE NOTICE, MOTOROLA WILL PROMPTLY MAKE A GOOD FAITH INVESTIGATION OF THE WARRANTY CLAIM; AND IF THIS INVESTIGATION CONFIRMS A VALID WARRANTY CLAIM, MOTOROLA WILL (AT ITS OPTION AND SOLE OBLIGATION AND THE CUSTOMER'S EXCLUSIVE REMEDY) EITHER: (1) CORRECT THE SOFTWARE DEFECT WITHOUT FURTHER CHARGE TO NEXTEL OR LICENSEE; (2) ACCEPT A RETURN OF THE EQUIPMENT THAT CONTAINS THE DEFECTIVE SOFTWARE AND OFFER TO EXCHANGE AN EQUIVALENT PRODUCT PURSUANT TO THIS AGREEMENT AND PROVIDE A CREDIT AGAINST THE PURCHASE PRICE IN THE AMOUNT EQUAL TO THE DIMINUTION IN VALUE OF THE EQUIPMENT CONTAINING THE DEFECTIVE SOFTWARE; OR (3) PAY TO LICENSEE AN AMOUNT EQUAL TO THE DIMINUTION IN VALUE OF THE EQUIPMENT CONTAINING THE DEFECTIVE SOFTWARE. THIS ACTION WILL BE THE FULL EXTENT OF MOTOROLA'S LIABILITY FOR THIS SOFTWARE DEFECT WARRANTY CLAIM.

8.2.3. Flash Kit Medium Warranty. For 120 days from the date of shipment to Licensee or until System Acceptance if Motorola is performing the Field Services, Motorola warrants that the Flash Kit medium (i.e., the disks and/or dongles) that it provides under this Agreement will be in usable condition. To assert a warranty claim under this Section 8.2.3, Licensee must notify Motorola in writing of the claim before the expiration of the warranty period. Upon receipt of this notice, Motorola will provide a replacement Flash Kit medium to Customer as its sole and exclusive remedy for a breach of this Flash Kit Medium warranty.

8.3. RECONFIGURATION SERVICES WARRANTY. Motorola is not providing any new or additional warranties or extensions concerning Licensee-owned equipment or previously installed Software that is modified by the Reconfiguration Implementation Phase Services (except as provided in Section 8.2.2, if applicable). However, if that equipment or Software is covered under a written warranty or a maintenance contract between Licensee and Motorola that was entered into prior to the Effective Date, this Agreement does not adversely affect those pre-existing rights of Licensee. For ninety (90) days from the date of System Acceptance, Motorola warrants that the Reconfiguration Implementation Phase Services were performed in a good and workmanlike manner. THIS RECONFIGURATION SERVICES WARRANTY DOES NOT COVER ANY SERVICES OR DUTIES PERFORMED OR OWED BY NEXTEL, LICENSEE, OR ANY OTHER CONTRACTOR HIRED BY THEM. MOTOROLA DOES NOT WARRANT THAT LICENSEE'S SYSTEM WILL BE COMPARABLE FACILITIES AFTER THE RECONFIGURATION WORK IS COMPLETED. IF LICENSEE BELIEVES ITS SYSTEM DOES NOT ACHIEVE COMPARABLE FACILITIES STATUS AFTER THE RECONFIGURATION WORK IS COMPLETED, IT MAY REQUEST FURTHER CHANGE ORDERS TO ACHIEVE COMPARABLE FACILITIES, THE CONTRACT PRICE MAY BE INCREASED IF JUSTIFIED, AND ANY DISPUTE IN THIS MATTER WILL BE SUBMITTED TO THE TRANSITION ADMINISTRATOR FOR NON-BINDING MEDIATION AND RESOLUTION.

8.4. EXCLUSIONS TO EXPRESS WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from use of the Products in other than their normal, customary, and authorized manner; misuse, accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; or Licensee's failure to comply with all applicable industry and OSHA standards; (ii) interoperability of Reconfigured Products with other subsystems (e.g., a CAD); (iii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iv) batteries or other consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear. In addition to the above exclusions, the following exclusion applies because some radios fail and cannot accept a rebanding flash due to their age or condition. Concerning the following Motorola radio models, MTS 2000, MCS 2000, Astro Spectra, Astro Saber, and XTS 3000, if a unit fails during an attempted installation by Motorola of a rebanding flash, then Motorola's repair depot will make a good faith effort to perform a software

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recovery (with Nextel's authorization) without any warranty concerning the recovery service and Motorola will return the unit to Licensee but will not perform any other service concerning that unit. Licensee acknowledges and agrees that if such unit fails or continues to be inoperable after an actual or attempted software recovery, it will resolve the issue with Nextel and not Motorola. Licensee also acknowledges that Motorola may end this software recovery support service of the above listed obsolete radio models at any time without prior notice and if any unit failures occur after that time, Licensee will also need to resolve the issue solely with Nextel.

8.5. WARRANTY CLAIMS. To assert a warranty claim (other than concerning Section 8.2.2 or 8.2.3), Licensee must notify Motorola in writing of the claim before the date which is thirty (30) calendar days after the expiration of the warranty period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Licensee) repair the defective Product (or part), replace it with the same or equivalent Product (or part), or re-perform the Reconfiguration Services. This action will be the full extent of Motorola's liability hereunder and constitutes Licensee's sole remedy. If this investigation indicates the warranty claim is invalid or "out of scope," then Motorola may invoice Licensee for responding to the claim on a time and materials basis using Motorola's then current labor rates and for any new or replacement Products (or part) delivered to Licensee. Notwithstanding any reimbursement claim Licensee may have against the Relocation Funds and subject to approval of Licensee's auditor, Licensee will pay the invoice within thirty (30) days from the invoice date. Repaired or replaced Product and parts are warranted for the balance of the original applicable warranty period. All replaced Products or parts will become the property of Motorola.

8.6. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original end user and are not assignable or transferable.

8.7. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS, EQUIPMENT, MOTOROLA SOFTWARE, AND RECONFIGURATION SERVICES PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. EXCEPT FOR THE FOREGOING EXPRESS WARRANTIES, THE PRODUCTS, EQUIPMENT, MOTOROLA SOFTWARE, AND RECONFIGURATION SERVICES ARE PROVIDED "AS IS" AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MOTOROLA DOES NOT WARRANT THAT LICENSEE'S USE OF THE MOTOROLA SOFTWARE OR PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SOFTWARE OR THE PRODUCTS WILL MEET LICENSEE'S PARTICULAR REQUIREMENTS. MOTOROLA MAKES NO WARRANTIES CONCERNING NON-MOTOROLA SOFTWARE. LICENSEE IS RESPONSIBLE FOR, AND MOTOROLA MAKES NO WARRANTY CONCERNING, THE BACK-UP AND DISASTER RECOVERY PROCEDURES, FACILITIES AND EQUIPMENT, OR DATA ENTRY AND LOADING. MOTOROLA DOES NOT WARRANT THAT THE SYSTEM OR EQUIPMENT OR SOFTWARE IN THE SYSTEM THAT IS MODIFIED BY THE RECONFIGURATION SERVICES, OR ANY NEWLY PROVIDED EQUIPMENT OR SOFTWARE, WILL SATISFY THE COMPARABLE FACILITIES STANDARD; THAT DETERMINATION IS FOR LICENSEE TO MAKE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

Section 9 DISPUTES

9.1. SETTLEMENT PREFERRED. Except as otherwise required by the Order (e.g., Cost Estimate disputes) and except for a claim relating to intellectual property or breach of confidentiality provisions, the Parties, through their respective project managers, will attempt to settle any dispute arising from this Agreement through consultation and good faith negotiation. The dispute will be escalated to appropriate higher level managers of the Parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen by the Parties within thirty (30) days after notice by one of the Parties demanding non-binding mediation. The Parties will not unreasonably withhold their consent to the selection of a mediator and will share the cost of the mediation equally;

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may postpone mediation until they have completed some specified but limited discovery about the dispute; and may replace mediation with another form of non-binding alternative dispute resolution ("ADR").

9.2. LITIGATION. A Party may submit to a court of competent jurisdiction in the state in which the System is installed any claim relating to intellectual property or a breach of confidentiality provisions and any dispute that cannot be resolved between the Parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation. Each Party consents to jurisdiction over it by that court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either Party. Either Party may resort to the judicial proceedings described in this section before the expiration of the two-month ADR period if good faith efforts to resolve the dispute under these procedures have been unsuccessful; or interim relief from the court is necessary to prevent serious and irreparable injury to the Party.

Section 10 DEFAULT AND TERMINATION

If a Party fails to perform a material obligation under this Agreement, the other Party to whom performance is due may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. The defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, to provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the cure plan. If Licensee is the defaulting Party, Motorola may stop work on the project until it approves the cure plan or receives payment. If a defaulting Party fails to cure the default, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement except that non-payment will not become a material default until 60 days after notice of default. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Parties any of its Confidential Information. Non-defaulting Parties will mitigate damages.

Section 11 INDEMNIFICATION

11.1. POTENTIAL DAMAGE TO EXISTING EQUIPMENT. Licensee acknowledges that Motorola, Licensee's employees, or others might cause damage to equipment that is part of Licensee's System when performing the Reconfiguration Services, and that such damage may occur in the absence of negligence by any party. Motorola is not responsible for damage to equipment unless it is caused by Motorola's negligence or intentional wrongdoing, in which case Motorola at its option will repair or replace the damaged equipment or refund its fair market value. Before Licensee asserts a damage claim against Motorola under this section, it will first investigate the cause of the damage and the investigation must result in adequate proof that Motorola's negligence or intentional wrongdoing caused the damage. This provision does not diminish any rights Licensee might have under any pre-existing Motorola warranty or maintenance agreement.

11.2. INDEMNITY BY MOTOROLA. Motorola will defend at its expense and hold harmless Licensee against any claim, suit, demand, or cause of action brought by a third party against Licensee that is based on and to the extent it is caused by the negligence or willful misconduct of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, and which results in personal injury, death, or direct damage to tangible property ("Motorola Claim"). Motorola will indemnify Licensee from any liability, judgment, awards and damages resulting from a Motorola Claim and pay all losses, expenses or direct damages incurred by Licensee and caused by the Motorola Claim. The foregoing indemnity is conditioned on (i) Licensee giving Motorola prompt, written notice of any Motorola Claim, and providing to Motorola cooperation (and, if requested, reasonable assistance) in the defense of the Motorola Claim; and (ii) Motorola having sole control in the defense of the Motorola Claim and all negotiations for its settlement or compromise. Motorola will have no indemnity liability for the negligence or fault of Licensee, its other contractors, Nextel, or the TA, or any of their employees, agents or representatives. This section states the full extent of Motorola's general indemnification from liabilities that are in any way related to Motorola's performance under this Agreement. If a third party asserts a claim against both

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Parties, each Party will defend itself and will pay the claim to the extent allowed by the Constitution and laws of the State of Texas.

11.3. PATENT AND COPYRIGHT INFRINGEMENT.

11.3.1. Motorola will defend at its expense any suit brought against Licensee to the extent that it is based on an Infringement Claim, and Motorola will indemnify Licensee for those costs and damages finally awarded against Licensee for an Infringement Claim. Motorola's duties to defend and indemnify are conditioned upon: Licensee promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; Licensee providing to Motorola cooperation and, if requested, reasonable assistance in the defense of the Infringement Claim.

11.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense procure for Licensee the right to continue using the Products, replace or modify them so that they become non-infringing while providing functionally equivalent performance, or grant Licensee a credit for the Products as depreciated and accept their return.

11.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon the combination of the Products with any software, apparatus or device not furnished by Motorola; the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Products; any Product that is not Motorola's design or formula; a modification of the Motorola Software by a party other than Motorola; the failure by Licensee to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement, or, to the extent that the Infringement Claim could have been avoided or losses diminished if Licensee implemented Motorola's new Products as part of the reconfiguration rather than modifying existing or used products. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Product.

11.3.4. This section provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 11 are subject to and limited by the restrictions set forth in Section 12 below.

Section 12 LIMITATION OF LIABILITY

This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision in this Agreement to the extent allowed by the Constitution and laws of the State of Texas. Except for personal injury or death caused by Motorola, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, contribution, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the Contract Price. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, AND TO THE EXTENT ALLOWED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, THEY AGREE THAT MOTOROLA (AND ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES) WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS, OPPORTUNITIES OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT (REGARDLESS OF THE FORM OF ACTION), THE SALE OR USE OF THE PRODUCTS, EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. ALL CLAIMS BY A PARTY AGAINST ANOTHER PARTY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, MUST BE BROUGHT WITHIN

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TWO YEARS FROM THE DATE THE CAUSE OF ACTION ACCRUES EXCEPT FOR MONEY DUE UPON AN OPEN ACCOUNT. Some states do not allow the exclusion or limitation of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply in those states. However, the Parties intend for this Section 12 to apply to the maximum extent allowed under applicable law.

Section 13 CONFIDENTIALITY AND PROPRIETARY RIGHTS

13.1. CONFIDENTIAL INFORMATION. During the term of this Agreement, the Parties may provide each other with Confidential Information. Any inventory report or Customer Suitability Assessment concerning Licensee's System that Motorola prepares for and delivers to Licensee shall be the Confidential Information of Licensee unless otherwise agreed by the Parties in writing. Any other document concerning the reconfiguration of Licensee's System that Motorola prepares for and delivers to Licensee under this Agreement (collectively, "Documentary Deliverable") shall be the Confidential Information of Motorola unless otherwise agreed by the Parties in writing.

13.1.1. Non-Disclosure. Subject to applicable public records laws, each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by law or a court of competent jurisdiction; restrict disclosure of Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who have access to it that it is confidential and not to be disclosed to others, but those precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care. The confidentiality restrictions and obligations contained herein shall be in addition to any confidentiality restrictions or obligations contained in any other agreement (whether prior to, contemporaneous or subsequent to the date of this Agreement) between Motorola on the one hand and the TA, Nextel or Licensee on the other hand, as well any protective order or confidentiality restrictions or rules issued by the FCC or the TA.

13.1.2. Use. Unless otherwise provided in this Agreement, a Party may use the Confidential Information of the other Party only in furtherance of the performance of this Agreement or any other agreement between the Parties. Notwithstanding the preceding sentence, Motorola may use the information in any inventory report or Customer Suitability Assessment for its own business purposes or to assist Licensee or its other contractors or consultants in the overall effort to plan and reconfigure Licensee's System. Except for a Documentary Deliverable, Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is hereby given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement or any other agreement between the Parties.

13.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software. Nothing in this Agreement is intended to restrict the Proprietary Rights of Motorola, any owner of Non-Motorola Software, or any third party manufacturer of Equipment. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Licensee the Products or services remain vested exclusively in Motorola, and this Agreement does not grant to Licensee (or Nextel) any shared development rights of intellectual property.

Except as explicitly provided in the applicable Software License Agreement, Motorola does not grant to Licensee (or Nextel), either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Licensee (and Nextel) will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence will not apply to Open Source Software, if any, which is governed by the standard license of the copyright owner.

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Section 14 GENERAL

14.1. TAXES. The Contract Price does not include any amount for taxes, assessments or duties, all of which will be paid by Nextel or by Licensee as to the Upgrades, except as exempt by law.

14.2. ASSIGNABILITY AND SUBCONTRACTING. No Party may assign this Agreement without the prior written consent of the other Party. Motorola may subcontract any portion of the work, but subcontracting will not relieve Motorola of its duties under this Agreement. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Licensee. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

14.3 WAIVER. Failure or delay by a Party to exercise any right or power under this Agreement will not operate as a waiver of the right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

14.4. SEVERABILITY. If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

14.5. INDEPENDENT CONTRACTORS. Each Party is an independent contractor with respect to the other, and a Party and its personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement grants a Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

14.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement is an arm's length transaction and will be fairly interpreted in accordance with its terms and conditions and not for or against a Party.

14.7. GOVERNING LAW. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the System is installed.

14.8. ENTIRE AGREEMENT. This Agreement, including all Exhibits and the applicable Software License Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to that subject matter (but not any other product sales, software license, or maintenance and support agreements). This Agreement may be amended or modified only by a written instrument signed by authorized representatives of the Parties. The preprinted terms and conditions found on any Licensee purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs the document.

14.9. NOTICES. Notices required to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

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Motorola Solutions, Inc.		Licensee	
Attn:	Keith Toborg, Resource Manager T6	Attn:	Oscar Montoya, Emergency Management Coordinator
	Motorola Solutions, Inc.		Hidalgo County
	1301 E Algonquin Road		302 W. University Drive
	Schaumburg, Illinois 60196-1078		Edinburg, TX 78539
Ph:	(847) 576-6021	Ph:	(956) 318-2615
Fax:		Fax:	(956) 289-2889
E-mail:	c17107@motorolasolutions.com	E-mail:	oscar.montoya@co.hidalgo.tx.us

14.10. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Licensee will obtain and comply with all FCC licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment.

14.11. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents to the other that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

14.12. VOLUNTARY AGREEMENT. Each Party represents and warrants that it is fully aware of the terms contained in this Agreement and has voluntarily entered into this Agreement, having had a full and fair opportunity to seek the advice of counsel and other professionals or consultants as it considers necessary.

14.13. NO LIENS. Motorola agrees not to lien Licensee's System to secure payment of the Contract Price.

14.14. SURVIVAL OF TERMS. The following provisions survive the expiration or termination of this Agreement for any reason: Section 3.4 (Software); Section 3.5 (Rebanding Radios and Trade-In Radios); if any payment obligations exist, Section 5 (Contract Price, Payment and Invoicing); to the extent applicable, Section 8 (Representations and Warranties); Section 9 (Disputes); Section 11 (Indemnification); Section 12 (Limitation of Liability); and Section 13 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 14.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.		**Licensee**	
By:	David C. Nash	By:	
Name:	DAVID C. NASH	Name:	
Title:	REBANDING TEAM LEAD	Title:	
Date:	AUG. 14, 2014	Date:	

Nextel Assigned Deal Number: DL8910458248

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Exhibit A

Payment Milestone Schedule

Depending on the Contract Price set forth in Section 5.1.1, the following payment milestones apply:

1. Contract Price < $300,000

Mobilization (i.e., contract execution)	50%
Motorola SOW Complete/System Acceptance	50%

2. Contract Price $300,000 to $1,000,000

Mobilization (i.e., contract execution)	35%
Complete Programming & Installation of Subscriber Equipment	45%
Motorola SOW Complete/System Acceptance	20%

3. Contract Price > $1,000,000

Mobilization (i.e., contract execution)	35%
Shipment of Subscriber Equipment	20%
Complete Programming & Installation of Subscriber Equipment	15%
Complete Rebanding Infrastructure/Final Cutover	15%
Motorola SOW Complete/System Acceptance	15%

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Exhibit B

System Acceptance Certificate

Licensee Name: Hidalgo County, TX

Project Name: Motorola 800 MHz Rebanding Project

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Licensee acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.

2. The System is accepted.

Licensee Representative:	Motorola Solutions, Inc. Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Licensee has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Licensee Representative:	Motorola Solutions, Inc. Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Exhibit C

Motorola's Proposal
Including the Technical and Implementation Documents

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MOTOROLA SOLUTIONS

RECONFIGURATION PROPOSAL INCLUDING PLANNING PHASE DELIVERABLES

Hidalgo County

Four Site P25 7.11 Smartzone System

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1.0 INTRODUCTION

This document provides the deliverables as described in the *Reconfiguration Planning Statement of Work* as well as the proposal to reconfigure the Hidalgo County radio communications system.

2.0 SYSTEM DESCRIPTION

Hidalgo County operates a four site, six channel non-simulcast, P25 7.11 Smartzone system which is part of a larger regional radio system. This system's Hidalgo County sites are located at McAllen, La Joya, Weslaco, and Linn. Each site utilizes one transmit antenna, one receive antenna, and one tower-top amplifier / receive multi-coupler. The Prime Zone Controller is located at McAllen.

Hidalgo County has two dispatch centers located at the Sheriff's Office and the DPS Office. The dispatch centers have a total of three operator positions. There are 1,089 portable radios and 1,017 mobile radios affiliated with the system.

ASSUMPTIONS

This quotation to provide rebanding services to Hidalgo County is based upon information supplied by Hidalgo County or those authorized to act on its behalf. Motorola deems this information credible, accurate and current.

Any missing information should be provided to Motorola as soon as possible. Any unconfirmed information should be validated as soon as possible. Inaccurate information could alter or modify the terms of this quotation.

Motorola understands that Hidalgo County will negotiate directly with Sprint Nextel for any parts inventory items stocked by Hidalgo County and its representatives used to maintain their system. Therefore, these items have not been included as part of this proposal.

The proposed system cutover plan listed in this reconfiguration proposal is specific only to the Licensee to whom this proposal is addressed. The proposed cutover plan may not be final and is subject to revision with the approval of the Licensee. It does not take into account any unforeseen delays, frequency changes, TA blocking report engineering analysis or a need for additional mobilizations that may result from region-wide reconfiguration coordination planning (to be performed by others). If any changes occur as mentioned above or if any FNE cutover design modifications are needed, including an update to the cutover plan and schedule, a change order will be required.

Subscriber template development time listed in this proposal may need to be adjusted due to design/implementation changes that could not be foreseen during the planning phase. If any modifications are needed, a change order will be required.

Motorola has examined the TA Blocking Reports and found that at this time there are no U.S. systems blocking the replacement channels assigned to the reconfiguration of Hidalgo County.

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Motorola understands that Hidalgo County's FNE will be rebanded only after notification is provided by Sprint and the TA that all frequencies (U.S. and Mexico) are cleared.

Intermodulation studies are based on the final frequencies assigned by the TA. The intermodulation studies do not include any transitional configurations necessitated by the TA's Blocking Reports or by a regional cutover plan. If the TA makes any frequency reassignments after the initial Frequency Reports are distributed, Motorola will identify the costs of new intermodulation studies and new Blocking Report analysis in a Change Order.

Motorola understands that Hidalgo County has agreed to cutover one channel at a time during the reconfiguration phase.

Motorola will swap Channel 2 and Channel 6 at the McAllen, La Joya, and Linn sites (changing the control channel list) so that the lowest replacement channel can be used as the Base Station Identifier per FCC rules. Motorola will swap Channel 1 and Channel 6 at the Weslaco site for the same reason (see Frequency tables below).

All users that are part of the larger regional P25 system must maintain the capability to interoperate with each other regardless of being primary or secondary to the Hidalgo County system. Due to the unique nature of the sharing and ownership of the regional system it will be necessary to reband all tenant subscribers that are associated with the overall regional system prior to rebanding any of the Hidalgo County Fixed Network Equipment (FNE).

Furthermore, depending on when all tenants to the regional system have completed their subscriber first touch efforts, there may be a significant lag between Hidalgo County's first touch subscriber completion, and when the rebanding of its FNE can occur, as well as when second touch subscriber programming efforts can begin. A Change Order may be necessary if there are project delays due to these coordination challenges.

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FREQUENCIES

As provided by Hidalgo County, the following tables list the original transmit and receive (Tx/Rx) frequencies in MHz, and the corresponding post rebanding frequencies as assigned to the customer, listed by site:

Trunking Frequencies McAllen					
Channel #	Original		After re-banding		License - FCC Call Signs
	Transmit frequency, MHz	Receive frequency, MHz	Transmit frequency, MHz	Receive frequency, MHz	
1-CC	**868.0625**	**823.0625**	**853.0625**	**808.0625**	**WQLJ634**
2-CC	**866.0750**	**821.0750**	**852.9625**	**807.9625**	**WQLJ634**
3	**866.9625**	**821.9625**	**851.9625**	**806.9625**	**WQLJ634**
4	**867.5625**	**822.5625**	**852.5625**	**807.5625**	**WQLJ634**
5	**868.5750***	**823.5750**	**853.5750**	**808.5750**	**WQLJ634**
6	**867.9625**	**822.9625**	**851.0750****	**806.0750**	**WQLJ634**

*Notes: Those frequencies impacted by rebanding are marked in **bold**.*
** Base Station Identifier pre-rebanding – this is not a control channel.*
***Base Station Identifier post- rebanding - will cause a change in the control channel list (see a more detailed explanation in the assumptions section above).*

Trunking Frequencies Linn					
Channel #	Original		After re-banding		License - FCC Call Signs
	Transmit frequency, MHz	Receive frequency, MHz	Transmit frequency, MHz	Receive frequency, MHz	
1-CC	**868.4625**	**823.4625**	**853.4625**	**808.4625**	**WQLJ634**
2-CC	**866.4250**	**821.4250**	**853.9875**	**808.9875**	**WQLJ634**
3	**866.6375**	**821.6375**	**851.6375**	**806.6375**	**WQLJ634**
4	**867.1250**	**822.1250**	**852.1250**	**807.1250**	**WQLJ634**
5	**867.9875***	**822.9875**	**852.9875**	**807.9875**	**WQLJ634**
6	**868.9875**	**823.9875**	**851.4250****	**806.4250**	**WQLJ634**

*Notes: Those frequencies impacted by rebanding are marked in **bold**.*
** Base Station Identifier pre-rebanding – this is not a control channel.*
***Base Station Identifier post- rebanding - will cause a change in the control channel list (see a more detailed explanation in the assumptions section above).*

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Trunking Frequencies La Joya					
Channel #	Original		After re-banding		License - FCC Call Signs
	Transmit frequency, MHz	Receive frequency, MHz	Transmit frequency, MHz	Receive frequency, MHz	
1-CC	**867.6875**	**822.6875**	**852.6875**	**807.6875**	**WQLJ634**
2-CC	**866.4750**	**821.4750**	**853.9500**	**808.9500**	**WQLJ634**
3	**867.4750**	**822.4750**	**852.4750**	**807.4750**	**WQLJ634**
4	**868.1125**	**823.1125**	**853.1125**	**808.1125**	**WQLJ634**
5	**868.4750***	**823.4750**	**853.4750**	**808.4750**	**WQLJ634**
6	**868.9500**	**823.9500**	**851.4750****	**806.4750**	**WQLJ634**

*Notes: Those frequencies impacted by rebanding are marked in **bold**.*
** Base Station Identifier pre-rebanding – this is not a control channel.*
***Base Station Identifier post- rebanding - will cause a change in the control channel list (see a more detailed explanation in the assumptions section above).*

Trunking Frequencies Weslaco					
Channel #	Original		After re-banding		License - FCC Call Signs
	Transmit frequency, MHz	Receive frequency, MHz	Transmit frequency, MHz	Receive frequency, MHz	
1-CC	**866.5375**	**821.5375**	**852.9500**	**807.9500**	**WQLJ634**
2-CC	**866.9875**	**821.9875**	**851.9875**	**806.9875**	**WQLJ634**
3	**867.5875**	**822.5875**	**852.5875**	**807.5875**	**WQLJ634**
4	**868.3875**	**823.3875**	**853.3875**	**808.3875**	**WQLJ634**
5	**867.4125***	**822.4125**	**852.4125**	**807.4125**	**WQLJ634**
6	**867.9500**	**822.9500**	**851.5375****	**806.5375**	**WQLJ634**

*Notes: Those frequencies impacted by rebanding are marked in **bold**.*
** Base Station Identifier pre-rebanding – this is not a control channel.*
***Base Station Identifier post- rebanding - will cause a change in the control channel list (see a more detailed explanation in the assumptions section above).*

FIXED NETWORK EQUIPMENT

Motorola collected detail on the fixed network equipment. Highlights of the inventory gathered at each site are as follows:

McAllen,

Prime Zone Controller	ASTRO 7.11
Alternate Zone Controller	ASTRO 7.11
Transmit Antenna	Sinclair DSSC412HF2LDFE5765
Receive Antenna	Sinclair DSSC412HF2LDFE5765
Tower Top Amplifier	Bird Tech. / TX RX DS42883H01T

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La Joya	
Main Controller	ASTRO 7.11
Alternate Controller	ASTRO 7.11
Transmit Antenna	Sinclair DSSC412HF2LDFE5765
Receive Antenna	Sinclair DSSC412HF2LDFE5765
Tower Top Amplifier	Bird Tech. / TX RX DS42883H01T

Weslaco	
Main Controller	ASTRO 7.11
Alternate Controller	ASTRO 7.11
Transmit Antenna	Sinclair DSSC412HF2LDFE5765
Receive Antenna	Sinclair DSSC412HF2LDFE5765
Tower Top Amplifier	Bird Tech. / TX RX DS42883H01T

Linn	
Main Controller	ASTRO 7.11
Alternate Controller	ASTRO 7.11
Transmit Antenna	RFS TDF7320
Receive Antenna	RFS TDF7320
Tower Top Amplifier	Bird Tech. / TX RX DS42883H01T

3.0 INTERMODULATION STUDY (IM)

Intermodulation (IM) products are generated whenever two or more transmit frequencies mix together. If there is more than one transmitting frequency at a site, an IM analysis is necessary to check for possible IM interference problems. This IM study has been performed to predict IM products that could be generated as a specific result of adding the newly proposed frequencies as listed in the Transition Administrators Frequency Proposal Report (FPR), to the existing sites. Please see the complete *Intermodulation Study*; Attachment A.

4.0 SYSTEM INVENTORY AND SUITABILITY ASSESSMENT

Motorola completed detailed audits of the customer's system inventory and a *Suitability Assessment Impact Report* (*SAIR*) has been produced based on that data collection. The proposed rebanding operation is based on specific impacts anticipated for this system and all of its components. Specifically the report indicates whether each of these system components may be easily retuned, whether they first require reprogramming to allow retuning, or whether they must be replaced to accomplish the migration to the new frequencies prescribed in the FCC order. Please review the *Suitability Assessment Impact Report*; Attachment B.

5.0 INTEROPERABILITY

Hidalgo County has indicated interoperability requirements with the Project 25 Overlay System for this trunked radio system. All tenant subscribers that are primary to the Hidalgo County system will be rebanded with those of Hidalgo County and are included in this proposal.

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As stated in the "Assumptions" in Section 2.0, all tenants that use this regional system will need to have their subscriber first touch efforts completed before any of Hidalgo's FNE rebanding can begin. A project delay Change Order will be necessary if the schedule is impacted as a result of these coordination risks.

The conventional frequencies that are used for Mutual Aid in the valley are licensed to the Lower Rio Grande Valley Development Council. It is Motorola's understanding that Sprint and the Lower Rio Grande Valley Development Council will be performing the rebanding of those licensed channels in a separate contract. Therefore, rebanding of the Mutual Aid repeaters are not part of this proposal.

However, in order to maintain Mutual Aid communications between users in the valley area, subscriber second touch efforts will not be able to proceed until either:

a) the Mutual Aid channels are placed in a back-to-back (B2B) configuration;or

b) all subscribers throughout the valley that require Mutual Aid interoperability have completed their first touch rebanding and have both the old and new mutual aid channels programmed in them.

Once all first touch subscribers within the valley have been completed, and the Mutual Aid stations and all P25 Overlay System FNE have been rebanded, then the second touch programming coordination efforts can begin. A project delay Change Order will be necessary if second touch delays are incurred.

Additionally, the Texas Statewide Interoperability Channel Plan (TSICP) requires that all first responders communicate using 800 MHz NPSPAC Interoperability Channels (20 kHz). There are tactical simplex channels in use today that must remain in the radios throughout first touch to maintain this critical interoperable need throughout the rebanding process. Thus, even if there are back to back repeaters installed for the NPSPAC MA Frequencies, a second touch will be required to remove the old tactical simplex channels.

6.0 IMPLEMENTATION PLAN FOR SYSTEM RECONFIGURATION

The following information provides an overview of how the Hidalgo County system rebanding plan will be implemented and how those activities will impact the fixed network equipment and subscriber units. Additional details may also be found in Attachment B.

Motorola has produced Baseline and Acceptance Test Plans to demonstrate comparable operation before and after reconfiguration. Please see the attached *Functional Acceptance Test Procedures* and *RF Performance Verification Plan*; Attachments C and D.

Motorola has also produced a Cutover and Fall Back Plan to be used in conjunction with the Project Schedule. The Cutover and Fall Back Plan outlines the transition from the current frequencies to the new ones. The Cutover and Fall Back plans ensure consistent operation of all system functionality throughout the rebanding reconfiguration. Please see *Cutover and Fall Back Plan* in Attachment E, and the *Reconfiguration Project Schedule* in Attachment F.

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IMPACT ON SUBSCRIBERS

Motorola has carefully analyzed the Subscriber and Fixed Network Equipment (FNE) inventory data. The Suitability Assessment results dictate that the following actions be taken with regard to subscribers:

Subscribers Impact			
Subscriber Model	**Action**	**Qty**	**Replacement Radio**
APX4000	Retune	253	N/A
APX4500	Retune	170	N/A
APX6000	Retune	75	N/A
APX6500	Retune	49	N/A
APX7000	Retune	553	N/A
APX7500	Retune	626	N/A
XTL1500	Retune	119	N/A
XTL2500	Retune	37	N/A
XTL5000	Retune	16	N/A
XTS1500	Retune	31	N/A
XTS2500	Retune	146	N/A
XTS5000	Retune	11	N/A
XTS5000	Reprogram	1	N/A
XTS1500	Reprogram	19	N/A
Total Subscribers		**2106**	

Definitions

Retune: *Update the channel frequencies via the Customer Programming Software/Radio Service Software.*
Replace: *Cannot be updated to support new frequencies or band plans. A new radio is required.*
Reprogram: *Update operating software via software FLASH with new frequencies & band plan. Any reprogramming activity requires flashing. After applying flash, program the radio with the new frequency.*

IMPACT ON FIXED NETWORK EQUIPMENT

ASTRO 25 7.11 Master Site – No equipment at the Master Site will need to be upgraded or replaced. Motorola will program the new frequencies in the Unified Network Configurator (UNC) for each trunking channel that is changing, and push the new frequencies to each site/channel.

Base Stations – The GTR 8000 base stations do not need to be upgraded to accommodate the rebanding frequencies. Motorola will reprogram each station using the proper Configuration/Service Software (CSS), replacing the old transmit/receive frequencies with the new frequencies.

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Celwave Transmit Combiners – Motorola will retune the Celwave transmit combiner to the new frequencies.

Transmit and Receive Antennas – Motorola has determined that the electrical characteristics of the antennas are sufficient to meet the operational requirements of rebanding. Motorola shall not perform any modifications to this antenna system.

TX/RX Receive Multicouplers and Tower Top Amplifiers - Motorola has determined that the electrical characteristics of these devices are sufficient to meet the operational requirements of rebanding. Motorola shall not perform any modifications to the multicouplers.

7.0 MOTOROLA PROFESSIONAL SERVICES

MOTOROLA PROJECT MANAGER (PM):

The Motorola PM will oversee the activities for each stage of the rebanding effort to ensure a smooth execution of all deliverables and that the requirements of Hidalgo County's system are fully met. The Project Manager will coordinate with Hidalgo County's System Manager and any subcontractor or other third-party organization participating in this work; to keep this effort within the schedule to be agreed upon and finalized at the kick-off meeting.

During the rebanding of all affected equipment, a representative from Hidalgo County will serve as a single point of contact for Motorola. Assuming no unanticipated delays, the project is estimated to be completed 279 work days from Notice to Proceed. A work day is defined as 8:00 AM to 5:00 PM, Monday through Friday unless specified above.

Motorola Project Manager - Project Administration Activities:

1. Generate preliminary Project Schedule
2. Provide Project Schedule status updates
3. Manage project SOW and change orders
4. Reconcile Equipment Lists to the contract
5. Arrange equipment inventory process and logistics
6. Provide contract administration
7. Provide project resource management
8. Assure proper archiving of project information
9. Provide Customer and project team communications management
10. Assure project level deliverables
11. Coordinate and chair customer meetings
12. Generate written reports as required
13. Maintain and facilitate resolution of general system punch list items

Motorola Project Manager – Infrastructure

1. Coordinate and direct internal and external project resources
2. Manage infrastructure equipment rebanding and assure documentation of deliverables
3. Maintain and facilitate resolution of infrastructure punch list items

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Motorola Project Manager – Infrastructure Test Plans

1. Manage overall infrastructure test plans and execution
2. Manage *punch list* of issues to be resolved
3. Facilitate acceptance test plan completion and documentation

Motorola Project Manager - Subscriber Programming Activities:

1. Facilitate Customer meetings to determine information for programming templates
2. Obtain Customer / Agency Approval of programming templates prior to initiating programming
3. Plan and manage delivery of reprogrammed or replaced subscriber units for all required departments and agencies
4. Plan and manage subscriber unit collection and return of replaced radios & accessories
5. Manage subscriber equipment rebanding and assure documentation of deliverables
6. Maintain and facilitate resolution of subscriber *punch list* items

MOTOROLA SYSTEMS ENGINEER (SE):

The Motorola Systems Engineer has the responsibility for system design and technical performance. The Motorola Engineer will be responsible for "as is" coverage evaluation, post rebanding comparative analysis and intermodulation studies, order write up, Acceptance Test Plan (ATP) development, and system programming parameters. Additionally, the Motorola Systems Engineer will participate in the planning process and will be available to assist the customer in fleet mapping and determining the subscriber unit configurations. The Motorola Systems Engineer will perform the following activities:

Motorola Systems Engineer - Project Administration Activities:

1. Validate system design specifications in accordance with customer needs.
2. Validate and obtain customer approval for a preliminary *Cutover Plan.*
3. Validate preliminary equipment lists.
4. Validate equipment orders for Motorola and 3rd party equipment to accommodate inventory shipping schedules.
5. Validate equipment lists by model, versions, and options.
6. Validate the Customer Requirements Test and Verification Matrix.

Motorola Systems Engineer – Infrastructure

1. Provide technical design for 3rd party interfaces.

Motorola Systems Engineer - Subscriber Programming Activities:

1. Assess Equipment/Template Suitability and Resolve Issues

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MOTOROLA SYSTEMS TECHNOLOGIST (ST):

The Motorola Systems Technologist is highly experienced and trained, specializing in the optimization and trouble shooting of two-way RF communication systems. The ST will perform the optimization process working with service technicians. Additionally, this individual will work with the Motorola Systems Engineer and the customer representative to determine the best configuration and programming of the system parameters. The Motorola Systems Technologist will perform the following activities:

Motorola Systems Technologist – Infrastructure

1. Confirm system configuration and software compatibility to the existing system.
2. Oversee execution of antenna network compatibility checks/optimization.
3. Oversee loading of rebanding firmware/software into system controller(s).
4. Supervise completion of the reprogramming of all RF equipment.
5. Supervise the power up and programming of all rebanded FNE.
6. Oversee upgrades to affected third party FNE.

Motorola Systems Technologist – Infrastructure Test Plans

1. Oversee site and system level testing.
2. Supervise execution of the *Functional Acceptance Test Procedures* per Attachment C.

Motorola Systems Technologist - Subscriber Programming Activities:

1. Validate "as built" template documentation.
2. Provide ownership of technical issues.

MOTOROLA RESPONSIBILITIES

Motorola will:

1. Schedule a project kick off meeting with Hidalgo County at the project's start.
2. Execute the project contract deliverables and coordinate ensuing project activities with appropriate Motorola and Hidalgo County resources.
3. After project kick-off, Motorola will provide Hidalgo County with preliminary schedule and progress updates (see *Project Schedule;* Attachment F). This schedule will outline a cutover plan used during the reconfiguration process to ensure disruptions are minimized. The schedule should reflect the following;
   a. Timeline of events, and
   b. Identified deliverables
4. Create subscriber programming templates (rebanding related only) based upon customer provided information:
   a. Conduct meetings with department and/or agency representatives designated by Hidalgo County. These meetings will gather the necessary information for Motorola to create the templates.
   b. Will review and coordinate the development of the programming templates with its technical staff and Hidalgo County representatives.

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c. Conduct final meeting with Hidalgo County and its representatives to achieve final approval of templates prior to subscriber programming.

5. Work with Hidalgo County users to provide fleet coordination to ensure on-time project completion.
6. Return all Sprint Nextel provided directional couplers to Sprint in Abilene, TX within 30-days after their needed use is completed. Follow the NextelERTS process for this equipment return: http://nextelerts.com/UserGuide.aspx (dependent on obtaining equipment return site access information from the County).

HIDALGO COUNTY RESPONSIBILITIES

Hidalgo County will:

1. Provide a signatory who has authority to sign all appropriate project documents required for this project and any other agreements required.
2. Before or at the Licensee/Motorola kick-off meeting and prior to any reconfiguration work being performed, confirm the following two documents have been received:
   a. FCC License(s): All rebanding impacted radio transmitters are licensed properly on their new rebanding frequencies and Licensee has received their new FCC license(s).
   b. Sprint Nextel Authorization to Move: The Licensee has received a separate Sprint Nextel letter (sent via FedEx) authorizing the Licensee to move to the new frequencies.
3. Provide site access to Hidalgo County owned and controlled sites for Motorola personnel and Motorola's subcontractors for the purpose of reconfiguring the equipment located at that site.
4. Provide support and approval for subscriber programming templates (rebanding related only):
   a. Identify agency/department representatives that are needed to participate in the subscriber programming template process:
   b. Hidalgo County department and/or agency representatives will gather necessary information to create subscriber programming templates and provide this information to Motorola.
   c. Hidalgo County department and/or agency representatives will review draft templates with Motorola and will advise on any changes that may be required.
   d. Hidalgo County will provide written approval of templates prior to subscriber programming.
5. Provide the Programming Access Key (PAK) for each system that has to be programmed into this licensee's subscriber units.
6. Provide the subscriber radios and assist Motorola with fleet coordination to ensure on-time project completion.
7. Provide all spare units identified in preliminary inventory, if any at the beginning of the project.
8. Not unreasonably delay the execution of work by Motorola and will extend the timeline of the project when delays caused by Hidalgo County are experienced.

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9. Set up and register a NextelERTS user account and password with Sprint Nextel for any equipment that needs to be returned to Sprint in Abilene, TX. This account needs to be set up in advance of fixed equipment being rebanded. Follow the account set-up and equipment return process via the tutorial videos and User Guide PDF available on line at: http://nextelerts.com/UserGuide.aspx. Provide NextelERTS access information to the Motorola Project Manager or their authorized representative in order to assure equipment is properly returned.
10. May be required to provide personnel during the reconfiguration process.
11. Identify any outstanding Motorola deliverables and formally request their completion through the mutual development of a project punchlist.
12. Grant final acceptance upon completion of Hidalgo County system reconfiguration.

8.0 LOCAL SERVICE SUPPORT

Motorola will utilize its authorized service center network and/or approved third party contractors to perform the reconfiguration of the equipment.

9.0 NOTIFICATION AND CONDITIONS FOR WORK

Motorola will notify Hidalgo County assigned point of contact a minimum of five (5) business days prior to starting any work on the system. Motorola will commence work at the designated location only after Hidalgo County has notified Motorola with instructions to proceed. Whenever possible, prior notification of at least 24 hours will be given when expected disruptions are to occur.

10.0 LICENSING

The Hidalgo County is responsible for updating, filing, and coordinating the frequency changes that become a part of this Rebanding program with the FCC. As a note, all radio transmitters must be properly licensed by the FCC.

11.0 RISKS

Motorola is committed to mitigating all known risks and will engage Hidalgo County whenever situations are identified in which a risk situation presents itself. Any event or occurrence that affects the project schedule is to be immediately reported to the Project Managers. A decision will be jointly made between Motorola and Hidalgo County to consider the options and develop a mutually agreed-to solution.

There are risks associated with the work that needs to be performed on each piece of equipment. It is conceivable that a particular piece of equipment can be functional at the time of inventory but when rebanded, failures may occur when re-initializing the unit. Motorola will make every effort to ensure that any failure occurring in this situation be rectified immediately. In some cases adequate spares may not be available and could lead to a prolonged outage of equipment while obtaining replacement parts. If the system in question is currently under a direct service agreement with Motorola, any resolution to correct the failure will be covered under the agreement. If the equipment involved is not covered under a direct Motorola Service

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Agreement, resolution may require reimbursement for material and labor to correct the failure and restore the defective equipment from Sprint Nextel.

12.0 FREQUENCY RECONFIGURATION AGREEMENT (FRA) NEGOTIATION SUPPORT

At the Licensee's request, Motorola will support its RIPA proposal concerning the Reconfiguration Cost Estimate that Licensee submits for approval to Sprint Nextel and the TA. Reconfiguration cost estimates are frequently negotiated between the Licensee and Sprint Nextel. Although Motorola is not a party to these negotiations, it will support the Licensee during the negotiations (and any mediation if needed) by providing explanations for technical or other content in Motorola's RIPA proposal. Motorola will show a line item in the Pricing Summary Table to insert estimated Mediation costs. At the conclusion of Mediation (if applicable), Motorola's reimbursable cost for Mediation support will be adjusted (lower or higher) to actual costs incurred and inserted in Motorola's final RIPA. These FRA Mediation support costs, like the other reimbursable costs on Licensee's Reconfiguration Cost Estimate for Motorola's reconfiguration work, should be paid by Sprint Nextel as part of the Frequency Reconfiguration Agreement entered into with the Licensee.

13.0 SYSTEM ACCEPTANCE

Upon successful completion of the Acceptance Tests for Hidalgo County, a System Acceptance Certificate will be provided for customer signature. (See *Reconfiguration Implementation Phase Agreement, Terms and Conditions*, Exhibit B.) This certificate acknowledges that all of the Motorola contracted work to reconfigure the Hidalgo County system has been completed.

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14.0 RECONFIGURATION PRICING

PRICING SUMMARY

Hidalgo County, TX Reconfiguration Services Quote					
Infrastructure					
Service	**Resource**	**Qty-Units**	**Total-Hours**	**Rate**	**Price**
Reband Site # 1 McAllen	MSS				
Controllers		1	2	$182	$364
Repeaters / Base Stations		6	6	$182	$1,092
Retune Combiners & Duplexer		6	6	$182	$1,092
Mobilization and Travel		3	2	$182	$364
			Site 1 Total		$2,912
Reband Site # 2 La Joya	MSS				
Repeaters / Base Stations		6	6	$182	$1,092
Retune Combiners & Duplexer		6	6	$182	$1,092
Mobilization and Travel		3	2	$182	$364
			Site 2 Total		$2,548
Reband Site # 3 Linn	MSS				
Repeaters / Base Stations		6	6	$182	$1,092
Retune Combiners & Duplexer		6	6	$182	$1,092
Mobilization and Travel		3	2	$182	$364
			Site 3 Total		$2,548
Reband Site # 4 Weslaco	MSS				
Repeaters / Base Stations		6	6	$182	$1,092
Retune Combiners & Duplexer		6	6	$182	$1,092
Mobilization and Travel		3	2	$182	$364
			Site 4 Total		$2,548
		FNE - Sites Sub Total			**$10,556**
		Quantity	*Unit*	*Rate*	*Total*
Project Manager	PM	40	Hours	$190	$7,600
System Engineer	SE	12	Hours	$190	$2,280
System Technologist	ST	36	Hours	$190	$6,840
		Infrastructure Total			**$27,276**
Subscribers					
Service	**Resource**	**Total Units**		**Rate**	**Extended Price**
Mobiles Total **	MSS	1017			$129,606.12
Portables Total **	MSS	1089			$107,941.38
Templates Total **	MSS	251			$59,235.83
Second programming of subsc.Mobiles **	MSS	1017			$129,606.12
Second programming of subsc.Portables **	MSS	1089			$107,941.38
Templates second touch	MSS	251			$29,617.92
Project Manager on Site Supervision & Coordination	PM	408	Hours	$190	$77,520.00
ST Templates & procedures supervision and approvals	ST	275	Hours	$190	$52,250.00
** *See details on attached "Subsc.Detail Forms"*		**Subscriber Total**			**$693,718.74**

(Continued on following page)

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PRICING SUMMARY, CONTINUED

Hidalgo County, TX Reconfiguration Services Quote					
Testing					
Service	**Resource**	**Quantity**	**Unit**	**Rate**	**Extended Price**
Pre Rebanding Benchmark Testing	MSS	24	Hours	$182	$4,368
Post Rebanding Testing	MSS	24	Hours	$182	$4,368
Functional Acceptance Testing	MSS	4	Hours	$182	$728
Project Manager	PM	4	Hours	$190	$760
System Engineer	SE	8	Hours	$190	$1,520
System Technologist	ST	12	Hours	$190	$2,280
		Testing Total			**$14,024**
Project Administration Services					
Kick off & Status Meetings, On Site Coordination, Subcontracting, Close out					
Service	**Resource**	**Quantity**	**Unit**	**Rate**	**Extended Price**
Project Manager	PM	349	Hours	$190	$66,310
System Engineer	SE	107.7	Hours	$190	$20,463
System Technologist	ST	135.6	Hours	$190	$25,764
Travel Expenses	TE				$38,723
		Proj.Administration Activities Total			**$151,260**
Equipment					
Directional Couplers	Nextel	4	Each	*Supplied/Paid by Sprint-Nextel*	
** See attached table for details*		**Equipment Total**			**$0**
Total Reconfiguration Price					**$886,278.74**

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Price Validity:

Motorola reserves the right to increase the pricing for such Products and Reconfiguration Implementation Phase Services in a manner that is consistent with its confidential Master Purchase Agreement with Sprint/Nextel. In addition, for Products that are priced based upon a discount from Motorola's published list prices, price adjustments will occur if and when Motorola's published list prices are modified and the adjusted prices will apply to any Products that are delivered after the modification to the published list prices. Subcontractor quotations are normally valid for a limited time period; if a Motorola subcontractor increases its subcontract price, then Motorola may increase its prime contract price for subcontracted work that is performed at the increased subcontract price. In all of these situations, any increase in the Contract Price will be reflected in a change order.

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SERVICES DETAIL

Professional Services

	Project Manager		System Engineer		System Technologist	
Project Administration Activities	*Manhours*	*Days*	*Manhours*	*Days*	*Manhours*	*Days*
Project Summary						
Customer Status Meetings & Project Administration	279.0	34.9	83.7	10.5	111.6	14.0
Project Kickoff						
Preplanning and Coordination Meeting/Order processing	24.0	3.0	16.0	2.0	16.0	2.0
Project Close-Out						
Punch List resolution / Reconciliation	30.0	3.8	8.0	1.0	8.0	1.0
Final Acceptance	16.0	2.0	0.0	0.0	0.0	0.0
Total hours for Project Administration Activities	**349.0**	**43.6**	**107.7**	**13.5**	**135.6**	**17.0**
FNE Reconfiguration						
FNE						
Preplanning and Coordination Meeting	16.0	2.0	12.0	1.5	12.0	1.5
FNE Reconfiguration	24.0	3.0	0.0	0.0	24.0	3.0
Total hours for Infrastructure	**40.0**	**5.0**	**12.0**	**1.5**	**36.0**	**4.5**
Testing						
Conduct Pre Rebanding Verification Test(s)	0.0	0.0	4.0	0.5	4.0	0.5
Conduct Post Rebanding Verification Test(s)	0.0	0.0	4.0	0.5	4.0	0.5
Funtional Acceptance Testing	4.0	0.5	0.0	0.0	4.0	0.5
Total hours for Testing	**4.0**	**0.5**	**8.0**	**1.0**	**12.0**	**1.5**
Subscriber Reconfiguration						
Preplanning and Coordination Meeting	24.0	3.0	0.0	0.0	16.0	2.0
Subscriber Coordination	140.0	17.5	0.0	0.0	0.0	0.0
Template & flash/program procedures	40.0	5.0	0.0	0.0	125.5	15.7
	204.0	**25.5**	**0.0**	**0.0**	**141.5**	**17.7**
Subscriber Reconfiguration - *(Second touch)*						
Preplanning and Coordination Meeting	24.0	3.0	0.0	0.0	8.0	1.0
Subscriber Coordination	140.0	17.5	0.0	0.0	0.0	0.0
Template & flash/program procedures	40.0	5.0	0.0	0.0	125.5	15.7
	204.0	**25.5**	**0.0**	**0.0**	**133.5**	**16.7**
Totals for Subscribers Reconfiguration	**408.0**	**51.0**	**0.0**	**0.0**	**275.0**	**34.4**
TOTAL PROFESSIONAL SERVICES TIME	**801.0**	**101.0**	**127.7**	**16.0**	**458.6**	**58.0**

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SERVICES DETAIL CONTINUED

Travel Detail

					Per diem	Air fare	Car rental			
Labor Category	**Project Phase**	**Number of resources**	**Number of trips**	**Days out per week**	**$200.00**	**$1,000.00**	**$225.00**	**Totals/ Trip**	**Project totals**	**Agreed 5% mark up**
Project Manager	Infrastructure	1	1	5	$200.00	$1,000.00	$225.00	$2,225.00	$2,225.00	$2,337.00
	Subscribers	1	9	4	$200.00	$1,000.00	$225.00	$2,025.00	$18,225.00	$19,137.00
	Overall Project	1	4	3	$200.00	$1,000.00	$225.00	$1,825.00	$7,300.00	$7,665.00
Systems Engineer	Overall Project	1	1	3	$200.00	$1,000.00	$225.00	$1,825.00	$1,825.00	$1,917.00
Systems Technologist	Infrastructure	1	1	5	$200.00	$1,000.00	$225.00	$2,225.00	$2,225.00	$2,337.00
	Subscribers	1	1	1	$200.00	$1,000.00	$225.00	$1,425.00	$1,425.00	$1,497.00
	Overall Project	1	2	3	$200.00	$1,000.00	$225.00	$1,825.00	$3,650.00	$3,833.00
							Estimated Total Travel Expenses			**$38,723.00**

Note: Expenses shown are estimates based on the Scope of Work and required travel for completing the Reconfiguration Design. Sprint/Nextel will be billed actual expenses plus 5% markup.

Subscriber Deployment Form (SED) – Page 1 of 2

Level of Effort

Retune Existing Moblie Radios

Task	Description	Per Unit Time in Hrs	Quantity	Total Time Hrs	Rate $	Total $	LOE for a task on a per unit basis in man-hours
3	• Functional Pre-Test of existing radio - Talk group call on system • Retune existing radio (no obstruction to retuning of radio) • Functional post test of existing radio - Talk group call on system	0.90	1017	915.30	$141.60	$ 129,606.12	0.90
	TOTAL MOBILE RADIOS					$ 129,606.12	

Portable Radios

Task	Description	Per Unit Time in Hrs	Quantity	Total Time Hrs	Rate $	Total $	LOE for a task on a per unit basis in man-hours
5	Retune Existing Portable • Functional Pre-Test of existing radio - Talk group call on system • Retune existing radio (no obstruction to retuning of radio) • Functional post test of existing radio - Talk group call on system	0.70	1069	748.30	$141.60	$ 105,958.98	0.70
5a	Flashing and Retuning of Existing Portable Radio • Functional Pre-Test of existing radio - Talk group call on system • Flash existing radio with Rebanding software • Load programming template into existing radio • Functional post test of existing radio - Talk group call on system	0.70	20	14.00	$141.60	$ 1,982.39	0.70
	TOTAL PORTABLES RADIOS					$ 107,941.38	

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Subscriber Deployment Form (SED), Continued – Page 2 of 2

Level of Effort (Continued)

Radio Templates (Masks)

Task	Description	Per Unit Time in Hrs	Quantity	Total Time Hrs	Rate $	Total $	LOE for a task on a per unit basis in man-hours
6	Modify Radio Templates (Masks) for Replaced Units	0.00	0	0.00	$0.00	$ -	4.00
6a	Modify Radio Templates (Masks) for Flashed Units	2.00	251	502.00	$118.00	$ 59,235.83	2.50
	TEMPLATES TOTAL					$ 59,235.83	

Other Tasks

Task	Description	Per Unit Time in Hrs	Quantity	Total Time Hrs	Rate $	Total $	LOE for a task on a per unit basis in man-hours
7	Second programming of subscribers(remove old freqs) Mobiles	0.90	1017	915.30	$141.60	$ 129,606.12	By Quote
7a	Second programming of subscribers(remove old freqs) Portables	0.70	1089	762.30	$141.60	$ 107,941.38	By Quote
7b	Modify Templates - 2nd. Programming	1.00	251	251.00	$118.00	$ 29,617.92	By Quote
7c	Subscriber logistics and coordination 1st touch	0.00	0	0.00	$118.00	$ -	By Quote
7d	Subscriber logistics and coordination 2nd touch	0.00	0	0.00	$118.00	$ -	By Quote
7e	Travel for subscriber rebanding 1st touch	0.00	0	0.00	$141.60	$ -	By Quote
7f	Travel for subscriber rebanding 2nd touch	0.00	0	0.00	$141.60	$ -	By Quote

Grand Total	$ 563,948.74	

EQUIPMENT DETAIL

Flashkits Order

Generic Radio Model	Radio Model Number	Item or flashkit type required	QTY Flashes per kit	T Model	Flashcode	Option	Price
XTS1500	H66UCC9PW5AN	3600 IMBE/Analog & P25	19	T7017	500008-000410-5	Q880AD	Paid by Sprint/Nextel
XTS5000	H18UCH9PW7AN	3600 IMBE/Analog & P25	1	T6751	100008-000000-0	Q880AA	Paid by Sprint/Nextel
			2	Total Flash Kits			
			20	Total Flashes			

Equipment Detail – Provided by Sprint Nextel

Qty.	Model	Description	Unit Discounted Price	Total Discounted Price
4	441382	Directional Coupler (DIN)	Provided by Sprint/Nextel	

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ATTACHMENTS

A	***INTERMODULATION REPORT***
B	***SUITABILITY ASSESSMENT IMPACT REPORT***
C	***FUNCTIONAL ACCEPTANCE TEST PROCEDURES (FATP)***
D	***RF PERFORMANCE VERIFICATION PLAN***
E	***CUTOVER & FALL BACK PLAN***
F	***RECONFIGURATION PROJECT SCHEDULE***

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ATTACHMENT A

INTERMODULATION REPORT

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MOTOROLA SOLUTIONS

800 MHz Rebanding
La Joya Site,
Hidalgo County, TX
Intermodulation Analysis

IM Run Date: 1/15/2014

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any person or agency not directly associated with the addressee without the express written consent of Motorola Solutions, Inc., or its designees.

Intermodulation Summary:

Table 1 below lists the total quantity of 800 MHz frequencies for **Hidalgo County, TX** at **La Joya** as well as the quantity of Hidalgo County, TX 800 MHz frequencies changing during reconfiguration.

	Total	Quantity Changing
800 MHz	6	6

Table 1

Table 2 below is the summary of possible intermodulation hits for La Joya.

	Hits to new 800 MHz	Hits to Existing Frequencies
3rd Order	0	N/A
5th Order	0	N/A
7th Order	0	N/A

Table 2

The detailed intermodulation analysis is included in the following sections.

Analysis Introduction:

Intermodulation (IM) products are generated whenever two or more transmit frequencies mix together. If there is more than one transmit frequency at a site an IM analysis is necessary to check for possible IM interference problems. There are three basic categories of Intermodulation (IM) interference. They are receiver produced, transmitter produced, and "other" radiated IM. Transmitter produced IM is the result of one or more transmitters impressing a signal in the non-linear final output stage circuitry of another transmitter, usually via antenna coupling. The IM product frequency is then re-radiated from the transmitter's antenna. Receiver produced IM is the result of two or more transmitter signals mixing in a receiver RF amplifier or mixer stage when operating in a non-linear range. "Other" radiated IM is the result of transmitter signals mixing in other non-linear junctions. These junctions are usually metallic, such as rusty bolts on a tower, dissimilar metallic junctions, or other non-linear metallic junctions in the area. IM products can also be caused by non-linearity in the transmission system such as antenna, transmission line, or connectors.

This IM study has been performed to predict possible IM products that could be generated by the potential new frequencies as they are used at the **La Joya** site after Rebanding. **La Joya** is one of the sites used in the **Hidalgo County, TX** project. There may be other frequencies used by Cellular providers at the **La Joya** site. Cellular providers often license a range of frequencies to a site. These frequencies may or may not be in use at any given time. Therefore, the intermodulation study as provided is based on frequencies at the site which **do not** belong to a cellular service provider. All frequencies included in this intermodulation study are a result of information provided to Motorola during the data collection exercise.

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Analysis Factors:

Following are the frequencies used in generating the La Joya site IM report:

BOLD frequencies in table 4 are new rebanding frequencies at the site. *Italicized* frequencies in table 4 are frequencies at the site that did not change due to rebanding.

<<Customer>>	Transmit Frequency:	Receive Frequency:
Hidalgo County - La Joya-Site - Ch1	**852.6875**	**807.6875**
Hidalgo County - La Joya-Site - Ch2	**851.4750**	**806.4750**
Hidalgo County - La Joya-Site - Ch3	**852.4750**	**807.4750**
Hidalgo County - La Joya-Site - Ch4	**853.1125**	**808.1125**
Hidalgo County - La Joya-Site - Ch5	**853.4750**	**808.4750**
Hidalgo County - La Joya-Site - Ch6	**853.9500**	**808.9500**

Table 4

The analysis calculates possible IM product frequencies through the seventh (7^{th}) order that could potentially interfere with receivers at the communications site based on each receiver's individual bandwidth. The results can be used to develop an IM mitigation strategy. The parameters that affect the IM product calculations are: Order of IM products, the number of transmitters, the number of harmonics, and the half window (bandwidth) of the receiver.

Following are the parameters used for the La Joya site IM analysis:

```
Minimum Number Transmitters = 2
Maximum Number Transmitters = 7
Minimum Order = 2
Maximum Order = 7
Minimum Harmonic = 1
Maximum Harmonic = 7
Half Window = 12.5 kHz
```

The product order is equal to the harmonic multiples of the transmitter frequencies added together. For this IM analysis, 3^{rd}, 5^{th} and 7^{th} order IM study reports were created. There is a possibility of higher order IM product interference. As the product order increases, the magnitude of the interfering signal decreases. Once the magnitude of the signal drops below the sensitivity of the target receiver, it is considered a minimal threat. For this reason 7^{th} order is the maximum product order considered in this analysis. To generate 7^{th} order IM products, the maximum of 7 transmitters are required to broadcast simultaneously, or a combination sum of the harmonic factors of the transmitters is equal to 7(e.g. 3A+4B or 3A-4B).

A harmonic represents the multiple of the original transmitter's carrier frequency. The greater the harmonic multiple of a transmitter signal, the lower the power will be relative to the transmitter signal and therefore, the smaller the level of the interfering signal. For the 7^{th} order IM products, the maximum harmonic required is 6 for minimum two transmit frequency assuming that one transmitter alone will not create IM interference.

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Half window of the receiver is the most critical parameter which takes into consideration the receiver bandwidth. During calculation, Hydra checks IM products within (+/- (Half window) KHz) of all Rx frequencies. For this analysis 12.5 KHz was used as receiver half bandwidth.

Analysis Results:

Hydra was used to generate a 3rd, 5th, and 7th order IM report.

```
Intermod Hits Summary
**************************************************************
Minimum Number Transmitters = 2
Maximum Number Transmitters = 6
Minimum Order = 2
Maximum Order = 7
Minimum Harmonic = 1
Maximum Harmonic = 7
Half Window = 12.5 kHz
**************************************************************

**************************************************************
Receive                    Frequencies
Hidalgo County - LaJoy-Site - Ch1 807.68750
Hidalgo County - LaJoy-Site - Ch2 806.47500
Hidalgo County - LaJoy-Site - Ch3 807.47500
Hidalgo County - LaJoy-Site - Ch4 808.11250
Hidalgo County - LaJoy-Site - Ch5 808.47500
Hidalgo County - LaJoy-Site - Ch6 808.95000
**************************************************************

**************************************************************
Transmit                   Frequencies
Hidalgo County - LaJoy-Site - Ch1 852.68750
Hidalgo County - LaJoy-Site - Ch2 851.47500
Hidalgo County - LaJoy-Site - Ch3 852.47500
Hidalgo County - LaJoy-Site - Ch4 853.11250
Hidalgo County - LaJoy-Site - Ch5 853.47500
Hidalgo County - LaJoy-Site - Ch6 853.95000
**************************************************************

Intermod Hits Summary

RX ID   RX Frequency   Total Hits     Direct Hits
-----------------------------------------------------


Intermod Hits By Order

RX ID   RX Frequency
------------------------
```


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```
Intermod Hits By Number of Transmitters

RX ID    RX Frequency
-----------------------

**********************************************************************

          ********** NO INTERMOD HITS DETECTED **********
```

Table 5 below lists possible intermodulation direct hits by order as seen in the report.

	800 MHz	VHF	UHF	Other	Other
3rd Order	0	N/A	N/A	N/A	N/A
5th Order	0	N/A	N/A	N/A	N/A
7th Order	0	N/A	N/A	N/A	N/A

Table 5

Table 6 below lists the indirect intermodulation hits as seen in the report.

	800 MHz	VHF	UHF	Other	Other
3rd Order	0	N/A	N/A	N/A	N/A
5th Order	0	N/A	N/A	N/A	N/A
7th Order	0	N/A	N/A	N/A	N/A

Table 6

VHF, Low-band, and UHF channels are usually spaced very close to one another which can result in intermodulation hits. It should be noted that simplex channels may cause IM products, but the receiver and transmitter in these stations are never engaged simultaneously and should be disregarded when the transmitter of the simplex frequency registers IM products upon its own receiver as is the case in this scenario. Any even order IM products are prevented by the equipment design of the system.

The presence of calculated IM products does not necessarily indicate an IM hit will occur on the site. To evaluate the impact of direct and indirect IM products, further investigation is needed which could include identification of mixing point, determining probability of transmission on each frequency, power level at mixing point, site configuration, and etc. Generally 5th order IM products have a lower impact than 3rd order, but can cause significant IM problems if the power level at the mixing point is high, further investigation would be needed. The severity of the 7th order IM products is relatively low and can be ignored if the power level is low.

These results were generated assuming the presence of only the frequencies mentioned in Analysis Factor section. If there is a change in the frequencies used at the site, another IM analysis should be done to re-evaluate the impact of intermodulation.

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Recommendations:

1. Avoid using frequencies that have direct 3rd order IM products or create direct 3rd order IM products.
2. Not all of the mixing possibilities are significant in creating interference signals. Higher order IM products are usually weaker in signal strength. Also, the interference depends on the power level of the mixing signal. Impact of higher order IM products can be mitigated by controlling the power level of the mixing signal.
3. Provide separate transmit and receive cables. This would move the mixing point far from both the transmitters and receivers resulting in less probability of an IM problem.
4. Replace all connectors in the system with premium grade connectors where VHF, lower UHF, and 800MHz frequencies are present.
5. In addition to the connectors, quality components should be used throughout the system, such as power dividers and cross-band couplers. The installation must always be of the highest quality. A premium component will cause problems if not installed properly.
6. Direct IM products are more significant than indirect IM products. The impact of indirect IM products will depend on signal level and how far apart is the IM product from the receiver frequency.

Disclaimer:

Intermodulation distortion products (IM) are always present where two or more collocated transmitters are operating simultaneously. Managing the power levels of the IM signals developed through proper system design will determine whether they cause harmful interference to communications.

The IM analysis is simply one of the tools used to guide proper design and must be used by a trained technical person competent to understand its meaning and limitations. The appearance of an IM product in the analysis does not mean such a product will cause harmful interference, or indeed even be present. It simply indicates the mathematical possibility of a product being produced.

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MOTOROLA SOLUTIONS

800 MHz Rebanding
Linn Site,
Hidalgo County, TX
Intermodulation Analysis

IM Run Date: 1/15/2014

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Intermodulation Summary:

Table 1 below lists the total quantity of 800 MHz frequencies for **Hidalgo County, TX** at **Linn** as well as the quantity of Hidalgo County, TX 800 MHz frequencies changing during reconfiguration.

	Total	Quantity Changing
800 MHz	6	6

Table 1

Table 2 below is the summary of possible intermodulation hits for Linn.

	Hits to new 800 MHz	Hits to Existing Frequencies
3rd Order	0	N/A
5th Order	0	N/A
7th Order	0	N/A

Table 2

The detailed intermodulation analysis is included in the following sections.

Analysis Introduction:

Intermodulation (IM) products are generated whenever two or more transmit frequencies mix together. If there is more than one transmit frequency at a site an IM analysis is necessary to check for possible IM interference problems. There are three basic categories of Intermodulation (IM) interference. They are receiver produced, transmitter produced, and "other" radiated IM. Transmitter produced IM is the result of one or more transmitters impressing a signal in the non-linear final output stage circuitry of another transmitter, usually via antenna coupling. The IM product frequency is then re-radiated from the transmitter's antenna. Receiver produced IM is the result of two or more transmitter signals mixing in a receiver RF amplifier or mixer stage when operating in a non-linear range. "Other" radiated IM is the result of transmitter signals mixing in other non-linear junctions. These junctions are usually metallic, such as rusty bolts on a tower, dissimilar metallic junctions, or other non-linear metallic junctions in the area. IM products can also be caused by non-linearity in the transmission system such as antenna, transmission line, or connectors.

This IM study has been performed to predict possible IM products that could be generated by the potential new frequencies as they are used at the **Linn** site after Rebanding. **Linn** site is one of the sites used in the **Hidalgo County, TX** project. There may be other frequencies used by Cellular providers at the **Linn** site. Cellular providers often license a range of frequencies to a site. These frequencies may or may not be in use at any given time. Therefore, the intermodulation study as provided is based on frequencies at the site which **do not** belong to a cellular service provider. All frequencies included in this intermodulation study are a result of information provided to Motorola during the data collection exercise.

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Analysis Factors:

Following are the frequencies used in generating the Linn site IM report:

BOLD frequencies in table 4 are new rebanding frequencies at the site. *Italicized* frequencies in table 4 are frequencies at the site that did not change due to rebanding.

Hidalgo County, TX	Transmit Frequency:	Receive Frequency:
Hidalgo County - Linn-Site - Ch1	**853.4625**	**808.4625**
Hidalgo County - Linn-Site - Ch2	**851.4250**	**806.4250**
Hidalgo County - Linn-Site - Ch3	**851.6375**	**806.6375**
Hidalgo County - Linn-Site - Ch4	**852.1250**	**807.1250**
Hidalgo County - Linn-Site - Ch5	**852.9875**	**807.9875**
Hidalgo County - Linn-Site - Ch6	**853.9875**	**808.9875**

Table 4

The analysis calculates possible IM product frequencies through the seventh (7^{th}) order that could potentially interfere with receivers at the communications site based on each receiver's individual bandwidth. The results can be used to develop an IM mitigation strategy. The parameters that affect the IM product calculations are: Order of IM products, the number of transmitters, the number of harmonics, and the half window (bandwidth) of the receiver.

Following are the parameters used for the Linn site IM analysis:

```
Minimum Number Transmitters = 2
Maximum Number Transmitters = 7
Minimum Order = 2
Maximum Order = 7
Minimum Harmonic = 1
Maximum Harmonic = 7
Half Window = 12.5 kHz
```

The product order is equal to the harmonic multiples of the transmitter frequencies added together. For this IM analysis, 3^{rd}, 5^{th} and 7^{th} order IM study reports were created. There is a possibility of higher order IM product interference. As the product order increases, the magnitude of the interfering signal decreases. Once the magnitude of the signal drops below the sensitivity of the target receiver, it is considered a minimal threat. For this reason 7^{th} order is the maximum product order considered in this analysis. To generate 7^{th} order IM products, the maximum of 7 transmitters are required to broadcast simultaneously, or a combination sum of the harmonic factors of the transmitters is equal to 7(e.g. 3A+4B or 3A-4B).

A harmonic represents the multiple of the original transmitter's carrier frequency. The greater the harmonic multiple of a transmitter signal, the lower the power will be relative to the transmitter signal and therefore, the smaller the level of the interfering signal. For the 7^{th} order IM products, the maximum harmonic required is 6 for minimum two transmit frequency assuming that one transmitter alone will not create IM interference.

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Half window of the receiver is the most critical parameter which takes into consideration the receiver bandwidth. During calculation, Hydra checks IM products within (+/- (Half window) KHz) of all Rx frequencies. For this analysis 12.5 KHz was used as receiver half bandwidth.

Analysis Results:

Hydra was used to generate a 3rd, 5th, and 7th order IM report.

```
Intermod Hits Summary
**************************************************************
Minimum Number Transmitters = 2
Maximum Number Transmitters = 5
Minimum Order = 2
Maximum Order = 5
Minimum Harmonic = 1
Maximum Harmonic = 5
Half Window = 0 kHz
**************************************************************

**************************************************************
Receive                      Frequencies
Hidalgo County - Linn-Site - Ch1 808.46250
Hidalgo County - Linn-Site - Ch2 806.42500
Hidalgo County - Linn-Site - Ch3 806.63750
Hidalgo County - Linn-Site - Ch4 807.12500
Hidalgo County - Linn-Site - Ch5 807.98750
Hidalgo County - Linn-Site - Ch6 808.98750
**************************************************************

**************************************************************
Transmit                     Frequencies
Hidalgo County - Linn-Site - Ch1 853.46250
Hidalgo County - Linn-Site - Ch2 851.42500
Hidalgo County - Linn-Site - Ch3 851.63750
Hidalgo County - Linn-Site - Ch4 852.12500
Hidalgo County - Linn-Site - Ch5 852.98750
Hidalgo County - Linn-Site - Ch6 853.98750

**************************************************************

Intermod Hits Summary

RX ID    RX Frequency    Total Hits      Direct Hits
--------------------------------------------------------


Intermod Hits By Order

RX ID    RX Frequency
-------------------------
```


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```
Intermod Hits By Number of Transmitters

RX ID    RX Frequency
-----------------------

**************************************************************

          *********** NO INTERMOD HITS DETECTED ***********
```

Table 5 below lists possible intermodulation direct hits by order as seen in the report.

	800 MHz	VHF	UHF	Other	Other
3rd Order	0	N/A	N/A	N/A	N/A
5th Order	0	N/A	N/A	N/A	N/A
7th Order	0	N/A	N/A	N/A	N/A

Table 5

Table 6 below lists the indirect intermodulation hits as seen in the report.

	800 MHz	VHF	UHF	Other	Other
3rd Order	0	N/A	N/A	N/A	N/A
5th Order	0	N/A	N/A	N/A	N/A
7th Order	0	N/A	N/A	N/A	N/A

Table 6

VHF, Low-band, and UHF channels are usually spaced very close to one another which can result in intermodulation hits. It should be noted that simplex channels may cause IM products, but the receiver and transmitter in these stations are never engaged simultaneously and should be disregarded when the transmitter of the simplex frequency registers IM products upon its own receiver as is the case in this scenario. Any even order IM products are prevented by the equipment design of the system.

The presence of calculated IM products does not necessarily indicate an IM hit will occur on the site. To evaluate the impact of direct and indirect IM products, further investigation is needed which could include identification of mixing point, determining probability of transmission on each frequency, power level at mixing point, site configuration, and etc. Generally 5th order IM products have a lower impact than 3rd order, but can cause significant IM problems if the power level at the mixing point is high, further investigation would be needed. The severity of the 7th order IM products is relatively low and can be ignored if the power level is low.

These results were generated assuming the presence of only the frequencies mentioned in Analysis Factor section. If there is a change in the frequencies used at the site, another IM analysis should be done to re-evaluate the impact of intermodulation.

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Recommendations:

1. Avoid using frequencies that have direct 3rd order IM products or create direct 3rd order IM products.
2. Not all of the mixing possibilities are significant in creating interference signals. Higher order IM products are usually weaker in signal strength. Also, the interference depends on the power level of the mixing signal. Impact of higher order IM products can be mitigated by controlling the power level of the mixing signal.
3. Provide separate transmit and receive cables. This would move the mixing point far from both the transmitters and receivers resulting in less probability of an IM problem.
4. Replace all connectors in the system with premium grade connectors where VHF, lower UHF, and 800MHz frequencies are present.
5. In addition to the connectors, quality components should be used throughout the system, such as power dividers and cross-band couplers. The installation must always be of the highest quality. A premium component will cause problems if not installed properly.
6. Direct IM products are more significant than indirect IM products. The impact of indirect IM products will depend on signal level and how far apart is the IM product from the receiver frequency.

Disclaimer:

Intermodulation distortion products (IM) are always present where two or more collocated transmitters are operating simultaneously. Managing the power levels of the IM signals developed through proper system design will determine whether they cause harmful interference to communications.

The IM analysis is simply one of the tools used to guide proper design and must be used by a trained technical person competent to understand its meaning and limitations. The appearance of an IM product in the analysis does not mean such a product will cause harmful interference, or indeed even be present. It simply indicates the mathematical possibility of a product being produced.

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MOTOROLA SOLUTIONS

800 MHz Rebanding
McAllen Site,
Hidalgo County, TX
Intermodulation Analysis

IM Run Date: 1/15/2014

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Intermodulation Summary:

Table 1 below lists the total quantity of 800 MHz frequencies for **Hidalgo County, TX** at **McAllen** as well as the quantity of Hidalgo County, TX 800 MHz frequencies changing during reconfiguration.

	Total	Quantity Changing
800 MHz	6	6

Table 1

Table 2 below is the summary of possible intermodulation hits for McAllen.

	Hits to new 800 MHz	Hits to Existing Frequencies
3rd Order	0	See summary below
5th Order	0	See summary below
7th Order	See summary below	See summary below

Table 2

The detailed intermodulation analysis is included in the following sections.

Analysis Introduction:

Intermodulation (IM) products are generated whenever two or more transmit frequencies mix together. If there is more than one transmit frequency at a site an IM analysis is necessary to check for possible IM interference problems. There are three basic categories of Intermodulation (IM) interference. They are receiver produced, transmitter produced, and "other" radiated IM. Transmitter produced IM is the result of one or more transmitters impressing a signal in the non-linear final output stage circuitry of another transmitter, usually via antenna coupling. The IM product frequency is then re-radiated from the transmitter's antenna. Receiver produced IM is the result of two or more transmitter signals mixing in a receiver RF amplifier or mixer stage when operating in a non-linear range. "Other" radiated IM is the result of transmitter signals mixing in other non-linear junctions. These junctions are usually metallic, such as rusty bolts on a tower, dissimilar metallic junctions, or other non-linear metallic junctions in the area. IM products can also be caused by non-linearity in the transmission system such as antenna, transmission line, or connectors.

This IM study has been performed to predict possible IM products that could be generated by the potential new frequencies as they are used at the **McAllen** site after Rebanding. **McAllen** site is one of the sites used in the **Hidalgo County, TX** project. There may be other frequencies used by Cellular providers at the **McAllen** site. Cellular providers often license a range of frequencies to a site. These frequencies may or may not be in use at any given time. Therefore, the intermodulation study as provided is based on frequencies at the site which **do not** belong to a

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cellular service provider. All frequencies included in this intermodulation study are a result of information provided to Motorola during the data collection exercise.

Analysis Factors:

Following are the frequencies used in generating the McAllen site IM report:
BOLD frequencies in table 4 are new rebanding frequencies at the site. *Italicized* frequencies in table 4 are frequencies at the site that did not change due to rebanding.

Hidalgo County (McAllen Site)	Transmit Frequency:	Receive Frequency:
Hidalgo County - McAllen Site - 1	**853.0625**	**808.0625**
Hidalgo County - McAllen Site - 2	**851.0750**	**806.0750**
Hidalgo County - McAllen Site - 3	**851.9625**	**806.9625**
Hidalgo County - McAllen Site - 4	**852.5625**	**807.5625**
Hidalgo County - McAllen Site - 5	**853.5750**	**808.5750**
Hidalgo County - McAllen Site - 6	**852.9625**	**807.9625**
Lower Rio Grande Valley Development Council - 1	851.0125	806.0125
Lower Rio Grande Valley Development Council - 2	851.5125	806.5125
Lower Rio Grande Valley Development Council - 3	852.0125	807.0125
Lower Rio Grande Valley Development Council - 4	852.5125	807.5125
Lower Rio Grande Valley Development Council - 5	853.0125	808.0125
McAllen Independent School District - 1	857.2250	812.2250
McAllen Independent School District - 2	858.2250	813.2250
City of McAllen - 01	856.0500	811.0500
City of McAllen - 02	857.0500	812.0500
City of McAllen - 03	858.0500	813.0500
City of McAllen - 04	859.0500	814.0500
City of McAllen - 05	860.0500	815.0500
City of McAllen - 06	861.0500	816.0500
City of McAllen - 07	862.0500	817.0500
City of McAllen - 08	863.0500	818.0500
City of McAllen - 09	864.0500	819.0500
City of McAllen - 10	865.0500	820.0500
Med Care EMS - 1	858.0000	813.0000
Med Care EMS - 2	860.0000	815.0000
NEXTEL WIP License Corp - 01	856.6250	811.6250
NEXTEL WIP License Corp - 02	856.6750	811.6750
NEXTEL WIP License Corp - 03	856.9250	811.9250
NEXTEL WIP License Corp - 04	856.9500	811.9500
NEXTEL WIP License Corp - 05	857.5250	812.5250
NEXTEL WIP License Corp - 06	857.5500	812.5500
NEXTEL WIP License Corp - 07	857.6000	812.6000
NEXTEL WIP License Corp - 08	857.6250	812.6250
NEXTEL WIP License Corp - 09	857.6500	812.6500

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NEXTEL WIP License Corp - 10	857.6750	812.6750
NEXTEL WIP License Corp - 11	857.7000	812.7000
NEXTEL WIP License Corp - 12	857.9250	812.9250
NEXTEL WIP License Corp - 13	857.9500	812.9500
NEXTEL WIP License Corp - 14	858.5000	813.5000
NEXTEL WIP License Corp - 15	858.5250	813.5250
NEXTEL WIP License Corp - 16	858.5500	813.5500
NEXTEL WIP License Corp - 17	858.6000	813.6000
NEXTEL WIP License Corp - 18	858.6250	813.6250
NEXTEL WIP License Corp - 19	858.6500	813.6500
NEXTEL WIP License Corp - 20	858.6750	813.6750
NEXTEL WIP License Corp - 21	858.7000	813.7000
NEXTEL WIP License Corp - 22	858.9250	813.9250
NEXTEL WIP License Corp - 23	858.9500	813.9500
NEXTEL WIP License Corp - 24	859.4750	814.4750
NEXTEL WIP License Corp - 25	859.5250	814.5250
NEXTEL WIP License Corp - 26	859.5500	814.5500
NEXTEL WIP License Corp - 27	859.6000	814.6000
NEXTEL WIP License Corp - 28	859.6250	814.6250
NEXTEL WIP License Corp - 29	859.6500	814.6500
NEXTEL WIP License Corp - 30	859.6750	814.6750
NEXTEL WIP License Corp - 31	859.7000	814.7000
NEXTEL WIP License Corp - 32	859.9250	814.9250
NEXTEL WIP License Corp - 33	859.9500	814.9500
NEXTEL WIP License Corp - 34	860.4750	815.4750
NEXTEL WIP License Corp - 35	860.5250	815.5250
NEXTEL WIP License Corp - 36	860.5500	815.5500
NEXTEL WIP License Corp - 37	860.6000	815.6000
NEXTEL WIP License Corp - 38	860.6500	815.6500
NEXTEL WIP License Corp - 39	860.6750	815.6750
NEXTEL WIP License Corp - 40	860.7000	815.7000
NEXTEL WIP License Corp - 41	860.9250	815.9250
NEXTEL WIP License Corp - 42	860.9500	815.9500
NEXTEL WIP License Corp - 43	861.5000	816.5000
NEXTEL WIP License Corp - 44	861.7500	816.7500
NEXTEL WIP License Corp - 45	861.8000	816.8000
NEXTEL WIP License Corp - 46	862.5000	817.5000
NEXTEL WIP License Corp - 47	862.7500	817.7500
NEXTEL WIP License Corp - 48	862.8000	817.8000
NEXTEL WIP License Corp - 49	863.5000	818.5000
NEXTEL WIP License Corp - 50	863.7500	818.7500
NEXTEL WIP License Corp - 51	863.8000	818.8000
NEXTEL WIP License Corp - 52	864.5000	819.5000

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NEXTEL WIP License Corp - 53	864.7500	819.7500
NEXTEL WIP License Corp - 54	864.8000	819.8000
NEXTEL WIP License Corp - 55	865.5000	820.5000
NEXTEL WIP License Corp - 56	865.7500	820.7500
NEXTEL WIP License Corp - 57	865.8000	820.8000
NEXTEL WIP License Corp - 58	856.5000	811.5000
NEXTEL WIP License Corp - 59	856.9250	811.9250
NEXTEL WIP License Corp - 60	857.5000	812.5000
NEXTEL WIP License Corp - 61	858.9250	813.9250
NEXTEL WIP License Corp - 62	861.8500	816.8500
NEXTEL WIP License Corp - 63	862.8500	817.8500
NEXTEL WIP License Corp - 64	863.8500	818.8500
NEXTEL WIP License Corp - 65	864.8500	819.8500
NEXTEL WIP License Corp - 66	865.8500	820.8500

Table 4

The analysis calculates possible IM product frequencies through the seventh (7^{th}) order that could potentially interfere with receivers at the communications site based on each receiver's individual bandwidth. The results can be used to develop an IM mitigation strategy. The parameters that affect the IM product calculations are: Order of IM products, the number of transmitters, the number of harmonics, and the half window (bandwidth) of the receiver.

Following are the parameters used for the McAllen site IM analysis:

```
Minimum Number Transmitters = 2
Maximum Number Transmitters = 5
Minimum Order = 2
Maximum Order = 7
Minimum Harmonic = 1
Maximum Harmonic = 7
Half Window = 12.5 kHz
```

The product order is equal to the harmonic multiples of the transmitter frequencies added together. For this IM analysis, 3^{rd}, 5^{th} and 7^{th} order IM study reports were created. There is a possibility of higher order IM product interference. As the product order increases, the magnitude of the interfering signal decreases. Once the magnitude of the signal drops below the sensitivity of the target receiver, it is considered a minimal threat. For this reason 7^{th} order is the maximum product order considered in this analysis. To generate 7^{th} order IM products, the maximum of 7 transmitters are required to broadcast simultaneously, or a combination sum of the harmonic factors of the transmitters is equal to 7(e.g. 3A+4B or 3A-4B).

A harmonic represents the multiple of the original transmitter's carrier frequency. The greater the harmonic multiple of a transmitter signal, the lower the power will be relative to the transmitter signal and therefore, the smaller the level of the interfering signal. For the 7^{th} order IM products, the maximum harmonic required is 6 for minimum two transmit frequency assuming that one transmitter alone will not create IM interference.

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Half window of the receiver is the most critical parameter which takes into consideration the receiver bandwidth. During calculation, Hydra checks IM products within (+/- (Half window) KHz) of all Rx frequencies. For this analysis 12.5 KHz was used as receiver half bandwidth.

Analysis Results:

Hydra was used to generate a 3rd, 5th, and 7th order IM report.

```
Intermod Hits Summary
**************************************************************
Minimum Number Transmitters = 2
Maximum Number Transmitters = 5
Minimum Order = 2
Maximum Order = 7
Minimum Harmonic = 1
Maximum Harmonic = 4
Half Window = 12.5 kHz
**************************************************************

**************************************************************
Receive Frequencies
Hidalgo County - McAllen Site - 1                 808.06250
Hidalgo County - McAllen Site - 2                 806.07500
Hidalgo County - McAllen Site - 3                 806.96250
Hidalgo County - McAllen Site - 4                 807.56250
Hidalgo County - McAllen Site - 5                 808.57500
Hidalgo County - McAllen Site - 6                 807.96250
Lower Rio Grande Valley Development Council - 1 806.01250
Lower Rio Grande Valley Development Council - 2 806.51250
Lower Rio Grande Valley Development Council - 3 807.01250
Lower Rio Grande Valley Development Council - 4 807.51250
Lower Rio Grande Valley Development Council - 5 808.01250
McAllen Independent School District - 1           812.22500
McAllen Independent School District - 2           813.22500
City of McAllen - 01                              811.05000
City of McAllen - 02                              812.05000
City of McAllen - 03                              813.05000
City of McAllen - 04                              814.05000
City of McAllen - 05                              815.05000
City of McAllen - 06                              816.05000
City of McAllen - 07                              817.05000
City of McAllen - 08                              818.05000
City of McAllen - 09                              819.05000
City of McAllen - 10                              820.05000
Med Care EMS - 1                                  813.00000
Med Care EMS - 2                                  815.00000
NEXTEL WIP License Corp - 01                      811.62500
NEXTEL WIP License Corp - 02                      811.67500
NEXTEL WIP License Corp - 03                      811.92500
NEXTEL WIP License Corp - 04                      811.95000
NEXTEL WIP License Corp - 05                      812.52500
NEXTEL WIP License Corp - 06                      812.55000
NEXTEL WIP License Corp - 07                      812.60000
```


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Receive Frequencies (Cont.)	
NEXTEL WIP License Corp - 08	812.62500
NEXTEL WIP License Corp - 09	812.65000
NEXTEL WIP License Corp - 10	812.67500
NEXTEL WIP License Corp - 11	812.70000
NEXTEL WIP License Corp - 12	812.92500
NEXTEL WIP License Corp - 13	812.95000
NEXTEL WIP License Corp - 14	813.50000
NEXTEL WIP License Corp - 15	813.52500
NEXTEL WIP License Corp - 16	813.55000
NEXTEL WIP License Corp - 17	813.60000
NEXTEL WIP License Corp - 18	813.62500
NEXTEL WIP License Corp - 19	813.65000
NEXTEL WIP License Corp - 20	813.67500
NEXTEL WIP License Corp - 21	813.70000
NEXTEL WIP License Corp - 22	813.92500
NEXTEL WIP License Corp - 23	813.95000
NEXTEL WIP License Corp - 24	814.47500
NEXTEL WIP License Corp - 25	814.52500
NEXTEL WIP License Corp - 26	814.55000
NEXTEL WIP License Corp - 27	814.60000
NEXTEL WIP License Corp - 28	814.62500
NEXTEL WIP License Corp - 29	814.65000
NEXTEL WIP License Corp - 30	814.67500
NEXTEL WIP License Corp - 31	814.70000
NEXTEL WIP License Corp - 32	814.92500
NEXTEL WIP License Corp - 33	814.95000
NEXTEL WIP License Corp - 34	815.47500
NEXTEL WIP License Corp - 35	815.52500
NEXTEL WIP License Corp - 36	815.55000
NEXTEL WIP License Corp - 37	815.60000
NEXTEL WIP License Corp - 38	815.65000
NEXTEL WIP License Corp - 39	815.67500
NEXTEL WIP License Corp - 40	815.70000
NEXTEL WIP License Corp - 41	815.92500
NEXTEL WIP License Corp - 42	815.95000
NEXTEL WIP License Corp - 43	816.50000
NEXTEL WIP License Corp - 44	816.75000
NEXTEL WIP License Corp - 45	816.80000
NEXTEL WIP License Corp - 46	817.50000
NEXTEL WIP License Corp - 47	817.75000
NEXTEL WIP License Corp - 48	817.80000
NEXTEL WIP License Corp - 49	818.50000
NEXTEL WIP License Corp - 50	818.75000
NEXTEL WIP License Corp - 51	818.80000
NEXTEL WIP License Corp - 52	819.50000
NEXTEL WIP License Corp - 53	819.75000
NEXTEL WIP License Corp - 54	819.80000
NEXTEL WIP License Corp - 55	820.50000
NEXTEL WIP License Corp - 56	820.75000
NEXTEL WIP License Corp - 57	820.80000
NEXTEL WIP License Corp - 58	811.50000
NEXTEL WIP License Corp - 59	811.92500
NEXTEL WIP License Corp - 60	812.50000
NEXTEL WIP License Corp - 61	813.92500

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Receive Frequencies (Cont.)	
NEXTEL WIP License Corp - 62	816.85000
NEXTEL WIP License Corp - 63	817.85000
NEXTEL WIP License Corp - 64	818.85000
NEXTEL WIP License Corp - 65	819.85000
NEXTEL WIP License Corp - 66	820.85000

Transmit Frequencies	
Hidalgo County - McAllen Site - 1	853.06250
Hidalgo County - McAllen Site - 2	851.07500
Hidalgo County - McAllen Site - 3	851.96250
Hidalgo County - McAllen Site - 4	852.56250
Hidalgo County - McAllen Site - 5	853.57500
Hidalgo County - McAllen Site - 6	852.96250
Lower Rio Grande Valley Development Council - 1	851.01250
Lower Rio Grande Valley Development Council - 2	851.51250
Lower Rio Grande Valley Development Council - 3	852.01250
Lower Rio Grande Valley Development Council - 4	852.51250
Lower Rio Grande Valley Development Council - 5	853.01250
McAllen Independent School District - 1	857.22500
McAllen Independent School District - 2	858.22500
City of McAllen - 01	856.05000
City of McAllen - 02	857.05000
City of McAllen - 03	858.05000
City of McAllen - 04	859.05000
City of McAllen - 05	860.05000
City of McAllen - 06	861.05000
City of McAllen - 07	862.05000
City of McAllen - 08	863.05000
City of McAllen - 09	864.05000
City of McAllen - 10	865.05000
Med Care EMS - 1	858.00000
Med Care EMS - 2	860.00000
NEXTEL WIP License Corp - 01	856.62500
NEXTEL WIP License Corp - 02	856.67500
NEXTEL WIP License Corp - 03	856.92500
NEXTEL WIP License Corp - 04	856.95000
NEXTEL WIP License Corp - 05	857.52500
NEXTEL WIP License Corp - 06	857.55000
NEXTEL WIP License Corp - 07	857.60000
NEXTEL WIP License Corp - 08	857.62500
NEXTEL WIP License Corp - 09	857.65000
NEXTEL WIP License Corp - 10	857.67500
NEXTEL WIP License Corp - 11	857.70000
NEXTEL WIP License Corp - 12	857.92500
NEXTEL WIP License Corp - 13	857.95000
NEXTEL WIP License Corp - 14	858.50000
NEXTEL WIP License Corp - 15	858.52500
NEXTEL WIP License Corp - 16	858.55000
NEXTEL WIP License Corp - 17	858.60000
NEXTEL WIP License Corp - 18	858.62500
NEXTEL WIP License Corp - 19	858.65000
NEXTEL WIP License Corp - 20	858.67500

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Transmit Frequencies (Cont.)	
NEXTEL WIP License Corp - 21	858.70000
NEXTEL WIP License Corp - 22	858.92500
NEXTEL WIP License Corp - 23	858.95000
NEXTEL WIP License Corp - 24	859.47500
NEXTEL WIP License Corp - 25	859.52500
NEXTEL WIP License Corp - 26	859.55000
NEXTEL WIP License Corp - 27	859.60000
NEXTEL WIP License Corp - 28	859.62500
NEXTEL WIP License Corp - 29	859.65000
NEXTEL WIP License Corp - 30	859.67500
NEXTEL WIP License Corp - 31	859.70000
NEXTEL WIP License Corp - 32	859.92500
NEXTEL WIP License Corp - 33	859.95000
NEXTEL WIP License Corp - 34	860.47500
NEXTEL WIP License Corp - 35	860.52500
NEXTEL WIP License Corp - 36	860.55000
NEXTEL WIP License Corp - 37	860.60000
NEXTEL WIP License Corp - 38	860.65000
NEXTEL WIP License Corp - 39	860.67500
NEXTEL WIP License Corp - 40	860.70000
NEXTEL WIP License Corp - 41	860.92500
NEXTEL WIP License Corp - 42	860.95000
NEXTEL WIP License Corp - 43	861.50000
NEXTEL WIP License Corp - 44	861.75000
NEXTEL WIP License Corp - 45	861.80000
NEXTEL WIP License Corp - 46	862.50000
NEXTEL WIP License Corp - 47	862.75000
NEXTEL WIP License Corp - 48	862.80000
NEXTEL WIP License Corp - 49	863.50000
NEXTEL WIP License Corp - 50	863.75000
NEXTEL WIP License Corp - 51	863.80000
NEXTEL WIP License Corp - 52	864.50000
NEXTEL WIP License Corp - 53	864.75000
NEXTEL WIP License Corp - 54	864.80000
NEXTEL WIP License Corp - 55	865.50000
NEXTEL WIP License Corp - 56	865.75000
NEXTEL WIP License Corp - 57	865.80000
NEXTEL WIP License Corp - 58	856.50000
NEXTEL WIP License Corp - 59	856.92500
NEXTEL WIP License Corp - 60	857.50000
NEXTEL WIP License Corp - 61	858.92500
NEXTEL WIP License Corp - 62	861.85000
NEXTEL WIP License Corp - 63	862.85000
NEXTEL WIP License Corp - 64	863.85000
NEXTEL WIP License Corp - 65	864.85000
NEXTEL WIP License Corp - 66	865.85000

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Intermod Hits Summary (Cont.)

RX ID	RX Freq	Total Hits	Direct Hits
Hidalgo County - McAllen Site - 1	808.0625	33	10
Hidalgo County - McAllen Site - 3	806.9625	6	1
Hidalgo County - McAllen Site - 4	807.5625	18	5
Hidalgo County - McAllen Site - 5	808.575	47	13
Hidalgo County - McAllen Site - 6	807.9625	26	5
Lwr Rio Grande Valley Devel Council - 2	806.5125	1	0
Lwr Rio Grande Valley Devel Council - 3	807.0125	6	2
Lwr Rio Grande Valley Devel Council - 4	807.5125	12	3
Lwr Rio Grande Valley Devel Council - 5	808.0125	30	8
McAllen Independent School District - 1	812.225	553	181
McAllen Independent School District - 2	813.225	981	312
City of McAllen - 01	811.05	489	297
City of McAllen - 02	812.05	887	558
City of McAllen - 03	813.05	1531	957
City of McAllen - 04	814.05	2607	1557
City of McAllen - 05	815.05	4311	2366
City of McAllen - 06	816.05	6890	3443
City of McAllen - 07	817.05	10559	4821
City of McAllen - 08	818.05	15593	6544
City of McAllen - 09	819.05	22419	8718
City of McAllen - 10	820.05	31648	11594
Med Care EMS - 1	813.0	1564	1043
Med Care EMS - 2	815.0	4357	2484
NEXTEL WIP License Corp - 01	811.625	469	145
NEXTEL WIP License Corp - 02	811.675	498	173
NEXTEL WIP License Corp - 03	811.925	417	144
NEXTEL WIP License Corp - 04	811.95	913	613
NEXTEL WIP License Corp - 05	812.525	645	209
NEXTEL WIP License Corp - 06	812.55	1339	862
NEXTEL WIP License Corp - 07	812.6	1443	916
NEXTEL WIP License Corp - 08	812.625	775	235
NEXTEL WIP License Corp - 09	812.65	1630	1075
NEXTEL WIP License Corp - 10	812.675	811	268
NEXTEL WIP License Corp - 11	812.7	1629	1074
NEXTEL WIP License Corp - 12	812.925	760	255
NEXTEL WIP License Corp - 13	812.95	1574	1033
NEXTEL WIP License Corp - 14	813.5	2118	1352
NEXTEL WIP License Corp - 15	813.525	1179	390
NEXTEL WIP License Corp - 16	813.55	2216	1385
NEXTEL WIP License Corp - 17	813.6	2380	1456
NEXTEL WIP License Corp - 18	813.625	1323	387
NEXTEL WIP License Corp - 19	813.65	2652	1692
NEXTEL WIP License Corp - 20	813.675	1372	439
NEXTEL WIP License Corp - 21	813.7	2649	1696
NEXTEL WIP License Corp - 22	813.925	1436	477
NEXTEL WIP License Corp - 23	813.95	2636	1623
NEXTEL WIP License Corp - 24	814.475	2012	642
NEXTEL WIP License Corp - 25	814.525	2198	747
NEXTEL WIP License Corp - 26	814.55	3648	2138
NEXTEL WIP License Corp - 27	814.6	3847	2196

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Intermod Hits Summary (Cont.)

RX ID	RX Freq	Total Hits	Direct Hits
NEXTEL WIP License Corp - 28	814.625	2352	690
NEXTEL WIP License Corp - 29	814.65	4232	2516
NEXTEL WIP License Corp - 30	814.675	2441	751
NEXTEL WIP License Corp - 31	814.7	4283	2551
NEXTEL WIP License Corp - 32	814.925	2693	874
NEXTEL WIP License Corp - 33	814.95	4307	2428
NEXTEL WIP License Corp - 34	815.475	3675	1166
NEXTEL WIP License Corp - 35	815.525	3949	1339
NEXTEL WIP License Corp - 36	815.55	5822	3153
NEXTEL WIP License Corp - 37	815.6	6090	3181
NEXTEL WIP License Corp - 38	815.65	6556	3561
NEXTEL WIP License Corp - 39	815.675	4250	1289
NEXTEL WIP License Corp - 40	815.7	6703	3640
NEXTEL WIP License Corp - 41	815.925	4742	1518
NEXTEL WIP License Corp - 42	815.95	6805	3495
NEXTEL WIP License Corp - 43	816.5	8703	4418
NEXTEL WIP License Corp - 44	816.75	10186	5154
NEXTEL WIP License Corp - 46	817.5	12975	6062
NEXTEL WIP License Corp - 47	817.75	14937	6976
NEXTEL WIP License Corp - 48	817.8	14674	6839
NEXTEL WIP License Corp - 49	818.5	18785	8114
NEXTEL WIP License Corp - 50	818.75	21287	9187
NEXTEL WIP License Corp - 51	818.8	21160	9175
NEXTEL WIP License Corp - 52	819.5	26634	10666
NEXTEL WIP License Corp - 53	819.75	29664	11916
NEXTEL WIP License Corp - 54	819.8	29783	12083
NEXTEL WIP License Corp - 55	820.5	37224	13964
NEXTEL WIP License Corp - 56	820.75	40654	15396
NEXTEL WIP License Corp - 57	820.8	41099	15750
NEXTEL WIP License Corp - 58	811.5	716	464
NEXTEL WIP License Corp - 59	811.925	417	144
NEXTEL WIP License Corp - 60	812.5	1254	827
NEXTEL WIP License Corp - 61	813.925	1436	477
NEXTEL WIP License Corp - 62	816.85	9995	4862
NEXTEL WIP License Corp - 63	817.85	14865	6772
NEXTEL WIP License Corp - 64	818.85	21442	9162
NEXTEL WIP License Corp - 65	819.85	30204	12155
NEXTEL WIP License Corp - 66	820.85	41749	15959

Intermod Hits By Order

RX ID	RX Frequency	Order 7
Hidalgo County - McAllen Site - 1	808.0625	33
Hidalgo County - McAllen Site - 3	806.9625	6
Hidalgo County - McAllen Site - 4	807.5625	18
Hidalgo County - McAllen Site - 5	808.575	47
Hidalgo County - McAllen Site - 6	807.9625	26
Lwr Rio Grande Valley Devel Council - 2	806.5125	1
Lwr Rio Grande Valley Devel Council - 3	807.0125	6
Lwr Rio Grande Valley Devel Council - 4	807.5125	12
Lwr Rio Grande Valley Devel Council - 5	808.0125	30

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Intermod Hits Summary (Cont.)

RX ID	RX Freq	Total Hits	Direct Hits
McAllen Independent School District - 1	812.225	553	
McAllen Independent School District - 2	813.225	981	
City of McAllen - 01	811.05	489	
City of McAllen - 02	812.05	887	
City of McAllen - 03	813.05	1531	
City of McAllen - 04	814.05	2607	
City of McAllen - 05	815.05	4311	
City of McAllen - 06	816.05	6890	
City of McAllen - 07	817.05	10559	
City of McAllen - 08	818.05	15593	
City of McAllen - 09	819.05	22419	
City of McAllen - 10	820.05	31648	
Med Care EMS - 1	813.0	1564	
Med Care EMS - 2	815.0	4357	
NEXTEL WIP License Corp - 01	811.625	469	
NEXTEL WIP License Corp - 02	811.675	498	
NEXTEL WIP License Corp - 03	811.925	417	
NEXTEL WIP License Corp - 04	811.95	913	
NEXTEL WIP License Corp - 05	812.525	645	
NEXTEL WIP License Corp - 06	812.55	1339	
NEXTEL WIP License Corp - 07	812.6	1443	
NEXTEL WIP License Corp - 08	812.625	775	
NEXTEL WIP License Corp - 09	812.65	1630	
NEXTEL WIP License Corp - 10	812.675	811	
NEXTEL WIP License Corp - 11	812.7	1629	
NEXTEL WIP License Corp - 12	812.925	760	
NEXTEL WIP License Corp - 13	812.95	1574	
NEXTEL WIP License Corp - 14	813.5	2118	
NEXTEL WIP License Corp - 15	813.525	1179	
NEXTEL WIP License Corp - 16	813.55	2216	
NEXTEL WIP License Corp - 17	813.6	2380	
NEXTEL WIP License Corp - 18	813.625	1323	
NEXTEL WIP License Corp - 19	813.65	2652	
NEXTEL WIP License Corp - 20	813.675	1372	
NEXTEL WIP License Corp - 21	813.7	2649	
NEXTEL WIP License Corp - 22	813.925	1436	
NEXTEL WIP License Corp - 23	813.95	2636	
NEXTEL WIP License Corp - 24	814.475	2012	
NEXTEL WIP License Corp - 25	814.525	2198	
NEXTEL WIP License Corp - 26	814.55	3648	
NEXTEL WIP License Corp - 27	814.6	3847	
NEXTEL WIP License Corp - 28	814.625	2352	
NEXTEL WIP License Corp - 29	814.65	4232	
NEXTEL WIP License Corp - 30	814.675	2441	
NEXTEL WIP License Corp - 31	814.7	4283	
NEXTEL WIP License Corp - 32	814.925	2693	
NEXTEL WIP License Corp - 33	814.95	4307	
NEXTEL WIP License Corp - 34	815.475	3675	
NEXTEL WIP License Corp - 35	815.525	3949	
NEXTEL WIP License Corp - 36	815.55	5822	
NEXTEL WIP License Corp - 37	815.6	6090	
NEXTEL WIP License Corp - 38	815.65	6556	

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Intermod Hits Summary (Cont.)

RX ID	RX Freq	Total Hits	Direct Hits
NEXTEL WIP License Corp - 39	815.675	4250	
NEXTEL WIP License Corp - 40	815.7	6703	
NEXTEL WIP License Corp - 41	815.925	4742	
NEXTEL WIP License Corp - 42	815.95	6805	
NEXTEL WIP License Corp - 43	816.5	8703	
NEXTEL WIP License Corp - 44	816.75	10186	
NEXTEL WIP License Corp - 45	816.8	9834	
NEXTEL WIP License Corp - 46	817.5	12975	
NEXTEL WIP License Corp - 47	817.75	14937	
NEXTEL WIP License Corp - 48	817.8	14674	
NEXTEL WIP License Corp - 49	818.5	18785	
NEXTEL WIP License Corp - 50	818.75	21287	
NEXTEL WIP License Corp - 51	818.8	21160	
NEXTEL WIP License Corp - 52	819.5	26634	
NEXTEL WIP License Corp - 53	819.75	29664	
NEXTEL WIP License Corp - 54	819.8	29783	
NEXTEL WIP License Corp - 55	820.5	37224	
NEXTEL WIP License Corp - 56	820.75	40654	
NEXTEL WIP License Corp - 57	820.8	41099	
NEXTEL WIP License Corp - 58	811.5	716	
NEXTEL WIP License Corp - 59	811.925	417	
NEXTEL WIP License Corp - 60	812.5	1254	
NEXTEL WIP License Corp - 61	813.925	1436	
NEXTEL WIP License Corp - 62	816.85	9995	
NEXTEL WIP License Corp - 63	817.85	14865	
NEXTEL WIP License Corp - 64	818.85	21442	
NEXTEL WIP License Corp - 65	819.85	30204	
NEXTEL WIP License Corp - 66	820.85	41749	

Table 5 below lists possible intermodulation direct hits by order as seen in the report.

	800 MHz	VHF	UHF	Other	Other
3rd Order	0	N/A	N/A	N/A	N/A
5th Order	0	N/A	N/A	N/A	N/A
7th Order	(above)	N/A	N/A	N/A	N/A

Table 5

Table 6 below lists the indirect intermodulation hits as seen in the report.

	800 MHz	VHF	UHF	Other	Other
3rd Order	0	N/A	N/A	N/A	N/A
5th Order	0	N/A	N/A	N/A	N/A
7th Order	(above)	N/A	N/A	N/A	N/A

Table 6

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VHF, Low-band, and UHF channels are usually spaced very close to one another which can result in intermodulation hits. It should be noted that simplex channels may cause IM products, but the receiver and transmitter in these stations are never engaged simultaneously and should be disregarded when the transmitter of the simplex frequency registers IM products upon its own receiver as is the case in this scenario. Any even order IM products are prevented by the equipment design of the system.

The presence of calculated IM products does not necessarily indicate an IM hit will occur on the site. To evaluate the impact of direct and indirect IM products, further investigation is needed which could include identification of mixing point, determining probability of transmission on each frequency, power level at mixing point, site configuration, and etc. Generally 5^{th} order IM products have a lower impact than 3^{rd} order, but can cause significant IM problems if the power level at the mixing point is high, further investigation would be needed. The severity of the 7^{th} order IM products is relatively low and can be ignored if the power level is low.

These results were generated assuming the presence of only the frequencies mentioned in Analysis Factor section. If there is a change in the frequencies used at the site, another IM analysis should be done to re-evaluate the impact of intermodulation.

Recommendations:

1. Avoid using frequencies that have direct 3^{rd} order IM products or create direct 3^{rd} order IM products.
2. Not all of the mixing possibilities are significant in creating interference signals. Higher order IM products are usually weaker in signal strength. Also, the interference depends on the power level of the mixing signal. Impact of higher order IM products can be mitigated by controlling the power level of the mixing signal.
3. Provide separate transmit and receive cables. This would move the mixing point far from both the transmitters and receivers resulting in less probability of an IM problem.
4. Replace all connectors in the system with premium grade connectors where VHF, lower UHF, and 800MHz frequencies are present.
5. In addition to the connectors, quality components should be used throughout the system, such as power dividers and cross-band couplers. The installation must always be of the highest quality. A premium component will cause problems if not installed properly.
6. Direct IM products are more significant than indirect IM products. The impact of indirect IM products will depend on signal level and how far apart is the IM product from the receiver frequency.

Disclaimer:

Intermodulation distortion products (IM) are always present where two or more collocated transmitters are operating simultaneously. Managing the power levels of the IM signals developed through proper system design will determine whether they cause harmful interference to communications.

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The IM analysis is simply one of the tools used to guide proper design and must be used by a trained technical person competent to understand its meaning and limitations. The appearance of an IM product in the analysis does not mean such a product will cause harmful interference, or indeed even be present. It simply indicates the mathematical possibility of a product being produced.

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MOTOROLA SOLUTIONS

800 MHz Rebanding
Weslaco Site,
Hidalgo County, TX
Intermodulation Analysis

IM Run Date: 1/15/2014

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Intermodulation Summary:

Table 1 below lists the total quantity of 800 MHz frequencies for **Hidalgo County, TX** at **Weslaco** as well as the quantity of Hidalgo County, TX 800 MHz frequencies changing during reconfiguration.

	Total	Quantity Changing
800 MHz	6	6

Table 1

Table 2 below is the summary of possible intermodulation hits for Weslaco.

	Hits to new 800 MHz	Hits to Existing Frequencies
3rd Order	0	N/A
5th Order	0	N/A
7th Order	0	N/A

Table 2

The detailed intermodulation analysis is included in the following sections.

Analysis Introduction:

Intermodulation (IM) products are generated whenever two or more transmit frequencies mix together. If there is more than one transmit frequency at a site an IM analysis is necessary to check for possible IM interference problems. There are three basic categories of Intermodulation (IM) interference. They are receiver produced, transmitter produced, and "other" radiated IM. Transmitter produced IM is the result of one or more transmitters impressing a signal in the non-linear final output stage circuitry of another transmitter, usually via antenna coupling. The IM product frequency is then re-radiated from the transmitter's antenna. Receiver produced IM is the result of two or more transmitter signals mixing in a receiver RF amplifier or mixer stage when operating in a non-linear range. "Other" radiated IM is the result of transmitter signals mixing in other non-linear junctions. These junctions are usually metallic, such as rusty bolts on a tower, dissimilar metallic junctions, or other non-linear metallic junctions in the area. IM products can also be caused by non-linearity in the transmission system such as antenna, transmission line, or connectors.

This IM study has been performed to predict possible IM products that could be generated by the potential new frequencies as they are used at the **Weslaco** site after Rebanding. **Weslaco** is one of the sites used in the **Hidalgo County, TX** project. There may be other frequencies used by Cellular providers at the **Weslaco** site. Cellular providers often license a range of frequencies to a site. These frequencies may or may not be in use at any given time. Therefore, the intermodulation study as provided is based on frequencies at the site which **do not** belong to a cellular service provider. All frequencies included in this intermodulation study are a result of information provided to Motorola during the data collection exercise.

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Analysis Factors:

Following are the frequencies used in generating the Weslaco site IM report:

BOLD frequencies in table 4 are new rebanding frequencies at the site. *Italicized* frequencies in table 4 are frequencies at the site that did not change due to rebanding.

Hidalgo County, TX	Transmit Frequency:	Receive Frequency:
Hidalgo-County - Weslaco Site - Channel 1	**851.5375**	**806.5375**
Hidalgo-County - Weslaco Site - Channel 2	**851.9875**	**806.9875**
Hidalgo-County - Weslaco Site - Channel 3	**852.5875**	**807.5875**
Hidalgo-County - Weslaco Site - Channel 4	**853.3875**	**808.3875**
Hidalgo-County - Weslaco Site - Channel 5	**852.4125**	**807.4125**
Hidalgo-County - Weslaco Site - Channel 6	**852.95**	**807.95**

Table 4

The analysis calculates possible IM product frequencies through the seventh (7^{th}) order that could potentially interfere with receivers at the communications site based on each receiver's individual bandwidth. The results can be used to develop an IM mitigation strategy. The parameters that affect the IM product calculations are: Order of IM products, the number of transmitters, the number of harmonics, and the half window (bandwidth) of the receiver.

Following are the parameters used for the Weslaco site IM analysis:

```
Minimum Number Transmitters = 2
Maximum Number Transmitters = 7
Minimum Order = 2
Maximum Order = 7
Minimum Harmonic = 1
Maximum Harmonic = 7
Half Window = 12.5 kHz
```

The product order is equal to the harmonic multiples of the transmitter frequencies added together. For this IM analysis, 3^{rd}, 5^{th} and 7^{th} order IM study reports were created. There is a possibility of higher order IM product interference. As the product order increases, the magnitude of the interfering signal decreases. Once the magnitude of the signal drops below the sensitivity of the target receiver, it is considered a minimal threat. For this reason 7^{th} order is the maximum product order considered in this analysis. To generate 7^{th} order IM products, the maximum of 7 transmitters are required to broadcast simultaneously, or a combination sum of the harmonic factors of the transmitters is equal to 7(e.g. 3A+4B or 3A-4B).

A harmonic represents the multiple of the original transmitter's carrier frequency. The greater the harmonic multiple of a transmitter signal, the lower the power will be relative to the transmitter signal and therefore, the smaller the level of the interfering signal. For the 7^{th} order IM products, the maximum harmonic required is 6 for minimum two transmit frequency assuming that one transmitter alone will not create IM interference.

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Half window of the receiver is the most critical parameter which takes into consideration the receiver bandwidth. During calculation, Hydra checks IM products within (+/- (Half window) KHz) of all Rx frequencies. For this analysis 12.5 KHz was used as receiver half bandwidth.

Analysis Results:

Hydra was used to generate a 3rd, 5th, and 7th order IM report.

```
Intermod Hits Summary
**********************************************************************
Minimum Number Transmitters = 2
Maximum Number Transmitters = 6
Minimum Order = 2
Maximum Order = 7
Minimum Harmonic = 1
Maximum Harmonic = 7
Half Window = 12.5 kHz
**********************************************************************

**********************************************************************
Receive                        Frequencies
Hidalgo-County - Weslaco Site - Channel 1 806.53750
Hidalgo-County - Weslaco Site - Channel 2 806.98750
Hidalgo-County - Weslaco Site - Channel 3 807.58750
Hidalgo-County - Weslaco Site - Channel 4 808.38750
Hidalgo-County - Weslaco Site - Channel 5 807.41250
Hidalgo-County - Weslaco Site - Channel 6 807.95000
**********************************************************************

**********************************************************************
Transmit                       Frequencies
Hidalgo-County - Weslaco Site - Channel 1 851.53750
Hidalgo-County - Weslaco Site - Channel 2 851.98750
Hidalgo-County - Weslaco Site - Channel 3 852.58750
Hidalgo-County - Weslaco Site - Channel 4 853.38750
Hidalgo-County - Weslaco Site - Channel 5 852.41250
Hidalgo-County - Weslaco Site - Channel 6 852.95000
**********************************************************************

**********************************************************************

Intermod Hits Summary

RX ID   RX Frequency   Total Hits     Direct Hits
----------------------------------------------------------


Intermod Hits By Order

RX ID   RX Frequency
------------------------
```


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```
Intermod Hits By Number of Transmitters

RX ID    RX Frequency
----------------------

**********************************************************************

          *********** NO INTERMOD HITS DETECTED ***********
```

Table 5 below lists possible intermodulation direct hits by order as seen in the report.

	800 MHz	VHF	UHF	Other	Other
3rd Order	0	N/A	N/A	N/A	N/A
5th Order	0	N/A	N/A	N/A	N/A
7th Order	0	N/A	N/A	N/A	N/A

Table 5

Table 6 below lists the indirect intermodulation hits as seen in the report.

	800 MHz	VHF	UHF	Other	Other
3rd Order	0	N/A	N/A	N/A	N/A
5th Order	0	N/A	N/A	N/A	N/A
7th Order	0	N/A	N/A	N/A	N/A

Table 6

VHF, Low-band, and UHF channels are usually spaced very close to one another which can result in intermodulation hits. It should be noted that simplex channels may cause IM products, but the receiver and transmitter in these stations are never engaged simultaneously and should be disregarded when the transmitter of the simplex frequency registers IM products upon its own receiver as is the case in this scenario. Any even order IM products are prevented by the equipment design of the system.

The presence of calculated IM products does not necessarily indicate an IM hit will occur on the site. To evaluate the impact of direct and indirect IM products, further investigation is needed which could include identification of mixing point, determining probability of transmission on each frequency, power level at mixing point, site configuration, and etc. Generally 5th order IM products have a lower impact than 3rd order, but can cause significant IM problems if the power level at the mixing point is high, further investigation would be needed. The severity of the 7th order IM products is relatively low and can be ignored if the power level is low.

These results were generated assuming the presence of only the frequencies mentioned in Analysis Factor section. If there is a change in the frequencies used at the site, another IM analysis should be done to re-evaluate the impact of intermodulation.

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Recommendations:

1. Avoid using frequencies that have direct 3rd order IM products or create direct 3rd order IM products.
2. Not all of the mixing possibilities are significant in creating interference signals. Higher order IM products are usually weaker in signal strength. Also, the interference depends on the power level of the mixing signal. Impact of higher order IM products can be mitigated by controlling the power level of the mixing signal.
3. Provide separate transmit and receive cables. This would move the mixing point far from both the transmitters and receivers resulting in less probability of an IM problem.
4. Replace all connectors in the system with premium grade connectors where VHF, lower UHF, and 800MHz frequencies are present.
5. In addition to the connectors, quality components should be used throughout the system, such as power dividers and cross-band couplers. The installation must always be of the highest quality. A premium component will cause problems if not installed properly.
6. Direct IM products are more significant than indirect IM products. The impact of indirect IM products will depend on signal level and how far apart is the IM product from the receiver frequency.

Disclaimer:

Intermodulation distortion products (IM) are always present where two or more collocated transmitters are operating simultaneously. Managing the power levels of the IM signals developed through proper system design will determine whether they cause harmful interference to communications.

The IM analysis is simply one of the tools used to guide proper design and must be used by a trained technical person competent to understand its meaning and limitations. The appearance of an IM product in the analysis does not mean such a product will cause harmful interference, or indeed even be present. It simply indicates the mathematical possibility of a product being produced.

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ATTACHMENT B

SUITABILITY ASSESSMENT IMPACT REPORT

(SAIR)

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Suitability Assessment Impact Report

Licensee Name: Hidalgo County, TX

Customer Name: Hidalgo County, TX

Submitted by: Motorola Solutions Inc.

System Type: ASTRO 6.X/7.X

Preparation Date: Monday, February 17, 2014

The content of this report is dependent upon the data entered into the inventory workbook as supplied by the Customer or the Customer's agent

Concerning the Suitability Assessment Process, Motorola has completed its preliminary evaluation and has determined that the products listed in the inventory you provided will be impacted as described in the following text. However, Motorola may perform additional regression tests as required on these products. In the unlikely event the regression testing indicates the above information is incorrect, Motorola will gladly provide corrected information to you and advise you of the effects of rebanding; further, if it is appropriate, Motorola will provide to you a quote for software, hardware or services to address the effects of rebanding.

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Impact to Base Stations or Repeaters

Retune the GTR8000 base station frequency with the RSS/CSS software.

Impact to System Controllers

Program new frequencies in Zone Controller database and push the new frequencies to each site/channel.

Impact to Management Terminals

There is no Rebanding impact to the ASTRO 6.X/7.X Management Terminals or Servers.

Impact to Subscribers

Retune the APX4000 with APX CPS.

Retune the APX4500 with APX CPS.

Retune the APX6000 with APX CPS.

Retune the APX6500 with APX CPS.

Retune the APX7000 with APX CPS.

Retune the APX7500 with APX CPS.

XTL1500 radios shipped after Jan. 2006: retune with new RVN4185 CPS software.

XTL2500 radios shipped after Jan. 2006: retune with new RVN4185 CPS software.

XTL5000 radios shipped after Jan. 2006: retune with new RVN4185 CPS software.

XTS1500 radios shipped after Jan. 2006: retune with new RVN4181 CPS software.

XTS1500 radios shipped before Feb. 2006: flash with rebanding firmware then retune with new RVN4181T CPS software. Radios shipped after Jan. 2006 retune with new RVN4181 CPS software.

XTS2500 radios shipped after Jan. 2006 retune with new RVN4181 CPS software.

XTS5000 radios shipped before Feb. 2006: flash with rebanding firmware then retune with new RVN4181 CPS software. Radios shipped after Jan. 2006 retune with new RVN4181T CPS software.

XTS5000 radios shipped after Jan. 2006: retune with new RVN4181 CPS software.

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Impact to RF Antenna Site Equipment

Retune each port of the transmit combiner for the new frequency.

No Action Required for the Tx-Rx Tower Mounted Amplifier or Receive Multicoupler.
No action required for the receive antenna.
No action required for the transmit antenna.

Impact to Dispatch Console Systems

No impact with the MCC7500 console system due to Rebanding.

Impact to MOSCAD Sub-Systems

No MOSCAD Inventory Input Provided.

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ATTACHMENT C

FUNCTIONAL ACCEPTANCE TEST PROCEDURES (FATP)

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Hidalgo County, TX
Functional Acceptance Test Plan (FATP)

TRUNKED REBANDED CHANNELS

DESCRIPTION
After each portion of the system is rebanded, the following test will be conducted to verify that each channel will transport audio from the initiating subscriber to other subscribers.

SETUP
Radio 1—Talkgroup 1
Radio 2—Talkgroup 1

TEST
Initiate a talk group call on Radio 1. Take note from the controller which channel is used. Verify from Radio 2 that audio is passed through the system, indicating correct frequency assignments by the system as well as proper combiner tuning and appropriate multicoupler filter bandwidth.

While watching the controller assignment lights, key Radio 1 repeatedly until an untested rebanded channel is assigned. Repeat the test described in the previous paragraph until it is confirmed that all rebanded channels will pass audio.

Pass____ Fail____

Signoff Certificate

By their signatures below, the following witnesses certify they have observed the In-Field System Verification Test Procedures.

Signatures

LICENSEE WITNESS: _____ Date: _____

Please Print Name: _____

WITNESS: _____ Date: _____

Please Print Name: _____

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ATTACHMENT D

RF PERFORMANCE VERIFICATION PLAN

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Hidalgo County, TX
Method I RF Performance Verification Plan

Hidalgo County operates a four site, six channel P25 non-simulcast trunked system which is a part of a larger regional system. The County's sites are located at McAllen La Joya, Weslaco and Linn. The sites utilize one transmit antenna, one receive antenna, and one tower-top amplifier / receive multi-coupler.

Before a device is rebanded, it will be inspected for any preexisting defects that may impede the rebanding process. Motorola will report all identifiable defects to Hidalgo County. It will be the County's responsibility to correct these issues through its normal service channels prior to rebanding.

RF performance verification procedures for systems of this type are defined by the Transition Administrator (TA) as follows:

Method I – Repeater Site Measurements

This method is appropriate for sites where reconfiguration does not require substantial changes to the antenna or coax feed line. This method can be used if other transmission elements such as transmitter combiners, or filtering devices change, if those changes do not result in a change to the transmit power into the feed line. For those systems where the transmit power to the feed line does not change, it is sufficient to make a series of measurements at the repeater site.

This method assumes all existing equipment is specified to operate with comparable losses for the new channels compared to the existing channels. If the antenna bandwidth specifications include the new channels, then the radiated pattern and signal strength should not change assuming that equivalent transmit power is delivered to the antenna.

Prior to reconfiguring RF components at a site, measured losses for each component are recorded including the transmit power entering the antenna's transmission line (baseline measurements). The measurements should include the return loss of the transmission line and antenna. After reconfiguration, the same measurements are made and compared to the baseline measurements. If the two sets of measurements are comparable, then RF performance will be comparable.

The RF performance verification plan that follows has been designed to closely align with the Transition Administrator's guidance.

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Method I Verification Procedures

These checks will be performed on each applicable base station prior to changing the frequency.

Transmitter

- Measure and record the frequency.
- Measure and record the transmit RF power output
- Measure and record the transmitter modulation deviation.

Receiver

- Measure and record the frequency
- Measure and record the sensitivity (Sinad or BER).
- Measure and record the effective receiver sensitivity.

These checks were performed on each applicable transmit combiner component (and if applicable duplexer) prior to changing the frequency.

Combiner

- Measure and record the transmit RF power into each port of the combiner or station duplexer.
- Measure and record the transmit RF power out of the combiner or duplexer for each applicable channel.
- Measure and record the reflected RF power from the antenna.

The Tower Mounted Amplifier and Multicoupler checks to perform are:

TMA/Multicoupler

- Measure and record the system gain.
- Measure and record the bandwidth of filters.
- Measure and record the noise floor in the pass-band.

Antenna

- Measure and record antenna bandwidth.
- Sweep and record antenna feed-line.

Once these tests are completed, the trunking system will be rebanded and the tests repeated. The results of both exercises will be compared and the findings presented to Hidalgo County for approval.

Per the TA, the "**focus of any testing must be on showing if comparable coverage is achieved**". For the Hidalgo County system, Motorola believes these procedures adequately meet this goal.

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ATTACHMENT E

CUTOVER & FALL BACK PLAN

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Hidalgo County, TX
ASTRO 7.11 Rebanding Cutover and Fallback Plans

Overview

The Hidalgo County System consists primarily of a P25 SmartZone 7.11 trunking system.

The trunking system includes four repeater sites with six unique channels each. Each site uses one transmit combiner with one antenna and one multicoupler with receive antenna.

There are two MCC7500 IP based Console Dispatch systems with three operator positions. One console is located at the DPS Office and two consoles are located at the Sherriff's Office.

Rebanding of the Hidalgo County System will be performed according to Motorola's standard MOP. Per agreement with Hidalgo County the system will be rebanded one channel at a time. The work will be performed during times agreed upon by Hidalgo County and Motorola. Teams will arrive on site well before the scheduled outage time to collect, record, and verify site information. Before proceeding with the rebanding, the transmitter combining system and the receive antenna system must be verified. A technologist will record which channel is connected to each combiner port and then confirm that the combiner's minimum frequency separation specification will not be exceeded with the new frequency plan. The technologist will also use a simple over the air test to confirm receive antenna system performance in the 806-809 MHz band for NPSPAC relative to its performance in the 821-824 MHz band.

Cutover and Fallback

The cutover plan must start with ensuring the current system configuration is operating as expected. This is accomplished by performing basic functionality tests to verify that all modes of operation are working to the expected level. If an issue is found then the issue is resolved prior to engaging the reconfiguration process. Refer to the functional ATP processes to understand what tests will be required to verify system operation.
Rebanding the site includes:

- Collect RSSI data
- Collect transmitter data
- Retune combiner
- Balance power
- Collect post-rebanding transmitter data
- Realign repeaters
- Collect post-rebanding RSSI data
- Perform functional acceptance test
- Perform interoperability test (if needed)

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Before an effective cutover plan is possible the current system configuration, programming, database files, and etc must be retrieved and archived in case they are needed to recover from a failure in the reconfiguration process. Furthermore each subsystem impacted by reconfiguration or not must be studied to determine how it operates within the overall system and what changes in each subsystem will impact others. Understanding what parts or subsystems can be changed without impact to other subsystems or the overall system performance is required.

The fallback plan is directly related to the system cutover plan. Each step or group of steps in the cutover plan will have a recovery process. The first step in the development of a fallback plan is to fully understand each step in the cutover plan and how it impacts the system. The fallback plan will match the cutover plan process, just in reverse.

The following description details the work to be performed on subscriber and infrastructure equipment.

This cutover-fallback plan incorporates both the cutover process and fallback plan into one integrated document. The fallback portion provides plans to recover system operation in case an issue occurs during the reconfiguration process. Each functional change during the reconfiguration will have its set of fallback steps so reconfiguring the system to its original state will not be necessary. This will allow for quicker recovery in the event an issue arises during system reconfiguration.

The fallback processes shown in a **bold and underlined** text.

This process does not take into consideration such items as travel, logistics of getting access to radio units, time of day, or etc. These items will be defined and scheduled in detail based on operations and agency requirements at the project kick-off and the time frame of the implementation. The intent of this section is to describe the step by step process to actually make the changes in the system equipment.

The system migration will be performed in two distinct steps. First the subscriber units will be Rebanded by either replacement or reprogramming. Once ALL of the subscribers are complete then the Fixed Network Equipment (FNE) will be rebanded.

SUBSCRIBER PLAN

Subscriber Retuning Process

1. Select an existing radio to be reprogrammed for Rebanding.
2. Perform a quick test of the radio to ensure it is working properly.
   If the radio does not work properly submit it for repair under the repair procedures defined by Hidalgo County contract or agreement with the assigned service prior to proceeding with this unit.
3. Read the radio with the new CPS software.
4. Save the radio programming template to the computer.

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5. Program the new control and failsoft channel frequencies into the radio programming template.
6. Save this newly modified template to the computer.
7. Program the radio with the newly modified template.
8. Test the radio to ensure it operates properly on the system.
   If the radio fails to operate properly review the programming template for errors and correct. Re-program and re-test the radio.
9. Select the next radio in this group and clone with the template saved in step 6 above.
10. Test the radio.
11. If a radio of the same configuration is not available proceed with another unit and perform steps 1 through 8 above for the next radio configuration. Use the saved radio programming template to "clone" the next radio of this configuration as it comes available.

Subscriber Flashing Process

Use the following process to flash radios on a select number of radios first. Once the operation is verified continue with the other radios.

1. Select an existing radio to be flashed and programmed for reconfiguration.
2. Perform a quick test of the radio to ensure it is working properly.
   If the radio does not work properly submit it for repair under the repair procedures defined by the City of Harlingen contract or agreement with the assigned servicer prior to proceeding with this unit.
3. Read the radio with the new CPS software.
4. Save the radio programming template to the computer.
5. Flash the radio with Rebanding firmware using the radio flashing procedure defined in the CPS software documentation.
6. Program the new control channel and failsoft channel frequencies into the radio programming template leaving the existing control and failsoft frequencies intact.
7. Save this newly modified template to the computer.
8. Program the radio with the newly modified template.
9. Test the radio to ensure it operates properly on the system.
   If the radio fails to operate properly review the programming template for errors and correct. Re-program and re-test the radio.
10. Select the next radio and pre-test the radio to ensure it works properly prior to cloning.
    If the radio does not work properly submit it for repair under the repair procedures defined by the Brown County / Green Bay contract or agreement with the assigned servicer prior to proceeding with this unit.
11. Clone the radio with the template saved in step 7 above.
12. Test the radio.
    If the radio fails to operate properly with the new programming repair the unit while tracking the time to effect the repair to account for the repair time to Sprint/Nextel for recovery of costs.

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13. If a radio of the same configuration is not available proceed with another unit and perform steps 1 through 12 above for the next radio configuration. Use the saved radio programming template to "clone" the next radio of this configuration as it comes available.

INFRASTRUCTURE PLAN

Proposed Transition Procedures

Rebanding of this system requires the following actions to be completed in the following order.

Pre-configuration

Motorola will back up the zone controller data base and mark the media appropriately. Reconfiguration will take place during working hours as established and agreed to at the kickoff meeting with Hidalgo County. Reconfiguration will be done in multiple phases. One channel will be reconfigured at a time based on agreement with Hidalgo County.

The field team should locate and ensure that there is a working set of base station spares. If not, Motorola will get agreement from Hidalgo County that a certain number of channels can be down until repairs are made.

Baseline Test Plan

All RF Sites
Perform "Baseline Check" before and after retuning stations and antenna equipment. These checks will be administered during the reconfiguration process. These procedures will be performed on each base station prior to changing the frequency. This consists of the following items:

Transmitter
Measure and record the frequency
Measure and record the transmit RF power output compared to the Customer license or previous measurements (if available)
Measure and record transmit reflected power from the combiner port or duplexer
Measure and record the transmitter modulation

Receiver
Measure and record the frequency
Measure and record the sensitivity
Measure and record the effective receiver sensitivity

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Transmit Combiner
Measure and record the transmit RF power into each port of the combiner or the input of the station duplexer
Measure and record the transmit RF power out of the combiner or duplexer for each channel.
Measure and record the reflected power from the antenna.

Receiver Multicoupler
Verify the bandwidth of filters.
Measure and record the noise floor in the pass-band.

CUTOVER PLAN

Smartzone 7.11 Non-simulcast System

1. Notify System Support Center that reconfiguration work is beginning on the Hidalgo County system by referring to the Upgrade Operations (UO) CASE that was opened when the reconfiguration project was started.
2. Back Up the zone controller data base and mark the media appropriately. Keep this backup data available in case it's needed to recover from a failure.
3. Inform Hidalgo County that a site will be taken off line for a short time period while the directional coupler is installed on the combiner. Obtain approval from Hidalgo County to proceed.
4. Disable the channels connected to the impacted combiner and install a directional coupler on the output port of the combiner used for the channels that are being reconfigured. Re-enable the channels and notify Hidalgo County that the site is back on line.
5. Inform Hidalgo County that the first new frequencies are ready to be reconfigured in the Zone Controller Database Server. Obtain approval from Hidalgo County to proceed.
6. Disable the channel to be reconfigured. This is determined by agreement with Hidalgo County.
7. Test the base station and log the results in the log sheet provided by Motorola.
   If a station is not fully functional submit a request for service using the established service procedures defined by Hidalgo County
8. Test the transmit combiner port for loss and record the results in the log sheet provided by Motorola.
   If the transmit combiner port is not working properly submit a request for service using the established service procedures defined by Hidalgo County.
9. Retune the base station to their new frequency.
10. Push the new frequency from the master site.
11. Retune the appropriate transmit combiner port to the new frequency.
12. Test the base station and log the results in the log sheet provided by Motorola.

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If the transmit combiner port is not fully functional; repair the combiner and keep track of the time and costs of repair so these costs can be added to the final Rebanding cost as part of the "true up process".

13. Re-test the transmit combiner port logging the results in the provided log worksheet.

    If the transmit combiner port is not fully functional; repair the combiner and keep track of the time and costs of repair so these costs can be added to the final Rebanding cost as part of the "true up process".
14. Reactivate the base station.
15. Monitor the system to ensure proper communications are taking place.

    If not, capture the controller diagnostics and switch back to the previous controller. Call Motorola SSC for support.
16. Perform steps 5 though 16 for the remaining stations in this set of channels to be rebanded.
17. Conduct basic functionality tests to ensure proper operation of the site and of the site as part of the system.
18. Inform Hidalgo County that a site will be taken off line for a few seconds while the directional coupler is removed. Obtain approval from Hidalgo County to proceed.
19. Remove directional coupler installed on step 4.
20. Continue repeating steps for the next site until all channels and sites are completed.

FALLBACK PLAN

1. Disable the reconfigured stations that do not operate properly.
2. Fully characterize the failure modes so it can be reported to Motorola.
3. Reinstall the original software and firmware.
4. Reinstall any pre-reconfiguration controller cards if necessary.
5. Reprogram the base stations with the archive previously saved.
6. Retune the transmit combiner ports to the original frequency.
7. Open a sub-CASE to the original project CASE with the SSC to get assistance in resolving the issue.

SYSTEM IMPACT

This section describes the system impact and downtime that may occur for those tasks that require system interruption.

1. Base Stations and TX combiners – Reconfiguring one channel at a time will impact available channels by a reduction of one from the current operation. The system will still be communicating on the remaining active channels.
2. Several channels will be down for a short time period before and after reconfiguration to install and remove the directional coupler on the combiner.

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ATTACHMENT F

RECONFIGURATION PROJECT SCHEDULE

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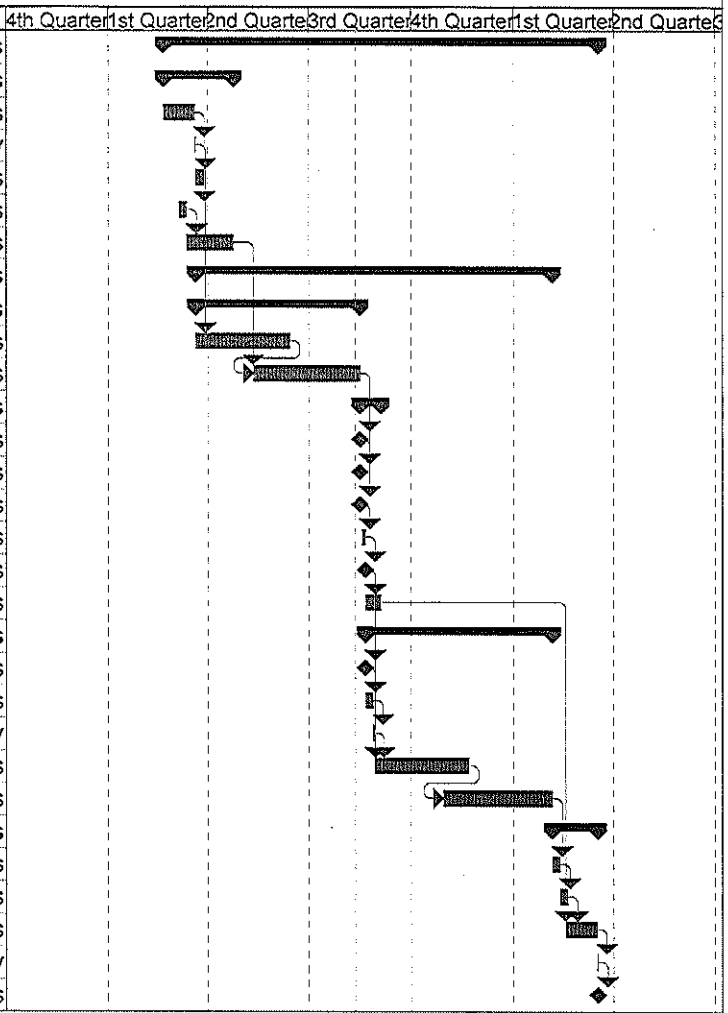
ID	Task Name	Duration
1	**Hidalgo Co, TX- System Reconfiguration**	**279 days**
2	**Project Planning**	**45 days**
3	Project mobilization	20 days
4	Kick Off Meeting	1 day
5	Develop Detailed Schedule	5 days
6	Order Review Process & Order equipment	5 days
7	Equipment ship/receive complete (Software/Flashkits)	30 days
8	**Project Implementation**	**229 days**
9	**Subscriber Reconfiguration 1st Touch**	**106 days**
10	Template Development (251)	61 days
11	Reband Subscribers (2106)	70 days
12	**Infrastructure Reconfiguration**	**13 days**
13	All Interop User Subscribers Completed	0 days
14	Sprint Provided Frequency Clearing	0 days
15	Start infrastructure reconfiguration	0 days
16	Reconfigure FNE	3 days
17	Infrastructure reconfiguration complete	0 days
18	Ship FNE equipment back to Sprint (inventory, pack, NextelERTS)	10 days
19	**Subscriber Second Touch**	**120 days**
20	Regional Interoperability Mutual Aid Rebanding Completed	0 days
21	Preparation and Resource Assignment	5 days
22	Second Touch Readiness Kickoff Meeting	1 day
23	Template Development (251)	61 days
24	Remove Old Conventional and MA Frequencies (2106)	70 days
25	**Project Close Out**	**29 days**
26	Punch List Resolution	5 days
27	Final Acceptance	5 days
28	Project reconciliation and Document preparation	20 days
29	True Up Change Order delivered	1 day
30	Project complete	0 days



Project: Hidalgo Co, TX
Date: Tue 8/12/14

Task
Milestone
Summary
Rolled Up Task
Rolled Up Milestone
Rolled Up Progress
Split
External Tasks
Project Summary
Group By Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
Progress
Deadline

AI-46145 **Urban County 13. A.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: P.R. Avila **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program is requesting approval of amendment number one (1) to the 3 year Cooperation Agreement with the 18 member cities and authorize the County Judge to sign any and all documents pertaining to this amendment.

BACKGROUND

After review by HUD, we were advised to include two additional sentences regarding the Emergency Solutions Grant to Section 1, second paragraph as stated in the enclosed amendment.

County and Cities entered into a three (3) year Cooperation Agreement dated June 3, 2014 in which Cities elected to have its population included in the County's "Urban County" application to the U. S. Department of Housing and Urban Development for the twenty eighth (28) , twenty ninth (29), and thirtieth (30) year's funding for the Community Development Block Grant Program.

Approved as to form by legal counsel on 8/14/14

Attachments

First Amendment Cooperation Agreements

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/21/2014 04:46 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Olga Lerma Started On: 08/21/2014 04:28 PM

Final Approval Date: 08/21/2014

STATE OF TEXAS §

COUNTY OF HIDALGO §

FIRST AMENDMENT TO COOPERATION AGREEMENT

This First Amendment to Cooperation Agreement by and between the County of Hidalgo, Texas hereinafter referred to as "County" and the City of Alamo, a municipal corporation under the laws of the State of Texas, hereinafter sometimes referred to as the "City".

WHEREAS, County and City entered into that one certain Cooperation Agreement dated June 3, 2014 in which City elected to have its population included as a portion of their population of the County on the County's "Urban County" application to the U. S. Department of Housing and Urban Development for the twenty eighth, twenty ninth, and thirtieth year's funding for the Community Development Block Grant Program;

WHEREAS, the parties desire to amend the Agreement as herein provided;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and City agree to the following amendment to the Agreement:

1. The Agreement is amended by the addition of the following two (2) sentences to the end of the second paragraph of Section 1 of the Agreements:

   The City may receive a formula allocation under the ESG Program only through the County's Urban County Program. (Note: This does not preclude the Urban County Program or a unit participating with the Urban County Program from applying to the State for ESG funds, if the state allows).

2. The First Amendment is effective as of the date of the Agreement.
3. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and County and City ratify and confirm the terms and provisions of the Agreement, as amended.

IN WITNESS WHEREOF, this First Amendment to Cooperation Agreement has been executed as of the date(s) appearing adjacent to the signature lines herein below in triplicate originals each to have the full force and effect of an original.

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Date: _____

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

Date: _____

ATTEST:

By: _____
Margot Saenz, City Secretary

Date: _____

CITY OF ALAMO, TEXAS

By: _____
Diana Martinez, Mayor

Date: _____

STATE OF TEXAS §

COUNTY OF HIDALGO §

FIRST AMENDMENT TO COOPERATION AGREEMENT

This First Amendment to Cooperation Agreement by and between the County of Hidalgo, Texas hereinafter referred to as "County" and the City of Alton, a municipal corporation under the laws of the State of Texas, hereinafter sometimes referred to as the "City".

WHEREAS, County and City entered into that one certain Cooperation Agreement dated June 10, 2014 in which City elected to have its population included as a portion of their population of the County on the County's "Urban County" application to the U. S. Department of Housing and Urban Development for the twenty eighth, twenty ninth, and thirtieth year's funding for the Community Development Block Grant Program;

WHEREAS, the parties desire to amend the Agreement as herein provided;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and City agree to the following amendment to the Agreement:

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IN WITNESS WHEREOF, this First Amendment to Cooperation Agreement has been executed as of the date(s) appearing adjacent to the signature lines herein below in triplicate originals each to have the full force and effect of an original.

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Date: _____

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

Date: _____

ATTEST:

By: _____
Baudelia Rojas, City Secretary

Date: _____

CITY OF ALTON, TEXAS

By: _____
Salvador Vela, Mayor

Date: _____

STATE OF TEXAS §

COUNTY OF HIDALGO §

FIRST AMENDMENT TO COOPERATION AGREEMENT

This First Amendment to Cooperation Agreement by and between the County of Hidalgo, Texas hereinafter referred to as "County" and the City of Donna, a municipal corporation under the laws of the State of Texas, hereinafter sometimes referred to as the "City".

WHEREAS, County and City entered into that one certain Cooperation Agreement dated June 3, 2014 in which City elected to have its population included as a portion of their population of the County on the County's "Urban County" application to the U. S. Department of Housing and Urban Development for the twenty eighth, twenty ninth, and thirtieth year's funding for the Community Development Block Grant Program;

WHEREAS, the parties desire to amend the Agreement as herein provided;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and City agree to the following amendment to the Agreement:

1. The Agreement is amended by the addition of the following two (2) sentences to the end of the second paragraph of Section 1 of the Agreements:

   The City may receive a formula allocation under the ESG Program only through the County's Urban County Program. (Note: This does not preclude the Urban County Program or a unit participating with the Urban County Program from applying to the State for ESG funds, if the state allows).

2. The First Amendment is effective as of the date of the Agreement.
3. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and County and City ratify and confirm the terms and provisions of the Agreement, as amended.

IN WITNESS WHEREOF, this First Amendment to Cooperation Agreement has been executed as of the date(s) appearing adjacent to the signature lines herein below in triplicate originals each to have the full force and effect of an original.

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Date: _____

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

Date: _____

ATTEST:

By: _____
Martha Alvarado, City Secretary

Date: _____

CITY OF DONNA, TEXAS

By: _____
David Simmons, Mayor

Date: _____

STATE OF TEXAS §

COUNTY OF HIDALGO §

FIRST AMENDMENT TO COOPERATION AGREEMENT

This First Amendment to Cooperation Agreement by and between the County of Hidalgo, Texas hereinafter referred to as "County" and the City of Edcouch, a municipal corporation under the laws of the State of Texas, hereinafter sometimes referred to as the "City".

WHEREAS, County and City entered into that one certain Cooperation Agreement dated June 3, 2014 in which City elected to have its population included as a portion of their population of the County on the County's "Urban County" application to the U. S. Department of Housing and Urban Development for the twenty eighth, twenty ninth, and thirtieth year's funding for the Community Development Block Grant Program;

WHEREAS, the parties desire to amend the Agreement as herein provided;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and City agree to the following amendment to the Agreement:

1. The Agreement is amended by the addition of the following two (2) sentences to the end of the second paragraph of Section 1 of the Agreements:

   > The City may receive a formula allocation under the ESG Program only through the County's Urban County Program. (Note: This does not preclude the Urban County Program or a unit participating with the Urban County Program from applying to the State for ESG funds, if the state allows).

2. The First Amendment is effective as of the date of the Agreement.
3. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and County and City ratify and confirm the terms and provisions of the Agreement, as amended.

IN WITNESS WHEREOF, this First Amendment to Cooperation Agreement has been executed as of the date(s) appearing adjacent to the signature lines herein below in triplicate originals each to have the full force and effect of an original.

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Date: _____

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

Date: _____

ATTEST:

By: _____
Bernardo Rodriguez, City Secretary

Date: _____

CITY OF EDCOUCH, TEXAS

By: _____
Robert T Schmalzried, Mayor

Date: _____

STATE OF TEXAS §

COUNTY OF HIDALGO §

FIRST AMENDMENT TO COOPERATION AGREEMENT

This First Amendment to Cooperation Agreement by and between the County of Hidalgo, Texas hereinafter referred to as "County" and the City of Elsa, a municipal corporation under the laws of the State of Texas, hereinafter sometimes referred to as the "City".

WHEREAS, County and City entered into that one certain Cooperation Agreement dated June 17, 2014 in which City elected to have its population included as a portion of their population of the County on the County's "Urban County" application to the U. S. Department of Housing and Urban Development for the twenty eighth, twenty ninth, and thirtieth year's funding for the Community Development Block Grant Program;

WHEREAS, the parties desire to amend the Agreement as herein provided;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and City agree to the following amendment to the Agreement:

1. The Agreement is amended by the addition of the following two (2) sentences to the end of the second paragraph of Section 1 of the Agreements:

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3. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and County and City ratify and confirm the terms and provisions of the Agreement, as amended.

IN WITNESS WHEREOF, this First Amendment to Cooperation Agreement has been executed as of the date(s) appearing adjacent to the signature lines herein below in triplicate originals each to have the full force and effect of an original.

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Date: _____

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

Date: _____

ATTEST:

By: _____
Veronica Montoya, City Secretary

Date: _____

CITY OF ELSA, TEXAS

By: _____
Alonzo Perez, Mayor

Date: _____

STATE OF TEXAS §

COUNTY OF HIDALGO §

FIRST AMENDMENT TO COOPERATION AGREEMENT

This First Amendment to Cooperation Agreement by and between the County of Hidalgo, Texas hereinafter referred to as "County" and the City of Granjeno, a municipal corporation under the laws of the State of Texas, hereinafter sometimes referred to as the "City".

WHEREAS, County and City entered into that one certain Cooperation Agreement dated June 3, 2014 in which City elected to have its population included as a portion of their population of the County on the County's "Urban County" application to the U. S. Department of Housing and Urban Development for the twenty eighth, twenty ninth, and thirtieth year's funding for the Community Development Block Grant Program;

WHEREAS, the parties desire to amend the Agreement as herein provided;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and City agree to the following amendment to the Agreement:

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IN WITNESS WHEREOF, this First Amendment to Cooperation Agreement has been executed as of the date(s) appearing adjacent to the signature lines herein below in triplicate originals each to have the full force and effect of an original.

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Date: _____

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

Date: _____

ATTEST:

By: _____
Martin Villarreal, City Secretary

Date: _____

CITY OF GRANJENO, TEXAS

By: _____
Yvette Cabrera, Mayor

Date: _____

STATE OF TEXAS §

COUNTY OF HIDALGO §

FIRST AMENDMENT TO COOPERATION AGREEMENT

This First Amendment to Cooperation Agreement by and between the County of Hidalgo, Texas hereinafter referred to as "County" and the City of Hidalgo, a municipal corporation under the laws of the State of Texas, hereinafter sometimes referred to as the "City".

WHEREAS, County and City entered into that one certain Cooperation Agreement dated June 9, 2014 in which City elected to have its population included as a portion of their population of the County on the County's "Urban County" application to the U. S. Department of Housing and Urban Development for the twenty eighth, twenty ninth, and thirtieth year's funding for the Community Development Block Grant Program;

WHEREAS, the parties desire to amend the Agreement as herein provided;

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1. The Agreement is amended by the addition of the following two (2) sentences to the end of the second paragraph of Section 1 of the Agreements:

   The City may receive a formula allocation under the ESG Program only through the County's Urban County Program. (Note: This does not preclude the Urban County Program or a unit participating with the Urban County Program from applying to the State for ESG funds, if the state allows).

2. The First Amendment is effective as of the date of the Agreement.
3. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and County and City ratify and confirm the terms and provisions of the Agreement, as amended.

IN WITNESS WHEREOF, this First Amendment to Cooperation Agreement has been executed as of the date(s) appearing adjacent to the signature lines herein below in triplicate originals each to have the full force and effect of an original.

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Date: _____

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

Date: _____

ATTEST:

By: _____
Mike Perez, City Secretary

Date: _____

CITY OF HIDALGO, TEXAS

By: _____
Martin Cepeda, Mayor

Date: _____

STATE OF TEXAS §

COUNTY OF HIDALGO §

FIRST AMENDMENT TO COOPERATION AGREEMENT

This First Amendment to Cooperation Agreement by and between the County of Hidalgo, Texas hereinafter referred to as "County" and the City of La Joya, a municipal corporation under the laws of the State of Texas, hereinafter sometimes referred to as the "City".

WHEREAS, County and City entered into that one certain Cooperation Agreement dated June 17, 2014 in which City elected to have its population included as a portion of their population of the County on the County's "Urban County" application to the U. S. Department of Housing and Urban Development for the twenty eighth, twenty ninth, and thirtieth year's funding for the Community Development Block Grant Program;

WHEREAS, the parties desire to amend the Agreement as herein provided;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and City agree to the following amendment to the Agreement:

1. The Agreement is amended by the addition of the following two (2) sentences to the end of the second paragraph of Section 1 of the Agreements:

   The City may receive a formula allocation under the ESG Program only through the County's Urban County Program. (Note: This does not preclude the Urban County Program or a unit participating with the Urban County Program from applying to the State for ESG funds, if the state allows).

2. The First Amendment is effective as of the date of the Agreement.
3. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and County and City ratify and confirm the terms and provisions of the Agreement, as amended.

IN WITNESS WHEREOF, this First Amendment to Cooperation Agreement has been executed as of the date(s) appearing adjacent to the signature lines herein below in triplicate originals each to have the full force and effect of an original.

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Date: _____

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

Date: _____

ATTEST:

By: _____
Julianita Sabala, City Secretary

Date: _____

CITY OF LA JOYA, TEXAS

By: _____
J.A. "Fito" Salinas, Mayor

Date: _____

STATE OF TEXAS §

COUNTY OF HIDALGO §

FIRST AMENDMENT TO COOPERATION AGREEMENT

This First Amendment to Cooperation Agreement by and between the County of Hidalgo, Texas hereinafter referred to as "County" and the City of La Villa, a municipal corporation under the laws of the State of Texas, hereinafter sometimes referred to as the "City".

WHEREAS, County and City entered into that one certain Cooperation Agreement dated June 11, 2014 in which City elected to have its population included as a portion of their population of the County on the County's "Urban County" application to the U. S. Department of Housing and Urban Development for the twenty eighth, twenty ninth, and thirtieth year's funding for the Community Development Block Grant Program;

WHEREAS, the parties desire to amend the Agreement as herein provided;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and City agree to the following amendment to the Agreement:

1. The Agreement is amended by the addition of the following two (2) sentences to the end of the second paragraph of Section 1 of the Agreements:

   The City may receive a formula allocation under the ESG Program only through the County's Urban County Program. (Note: This does not preclude the Urban County Program or a unit participating with the Urban County Program from applying to the State for ESG funds, if the state allows).

2. The First Amendment is effective as of the date of the Agreement.
3. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and County and City ratify and confirm the terms and provisions of the Agreement, as amended.

IN WITNESS WHEREOF, this First Amendment to Cooperation Agreement has been executed as of the date(s) appearing adjacent to the signature lines herein below in triplicate originals each to have the full force and effect of an original.

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Date: _____

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

Date: _____

ATTEST:

By: _____
Lupita Suarez, City Secretary

Date: _____

CITY OF LA VILLA, TEXAS

By: _____
Hector Elizondo, Mayor

Date: _____

STATE OF TEXAS §

COUNTY OF HIDALGO §

FIRST AMENDMENT TO COOPERATION AGREEMENT

This First Amendment to Cooperation Agreement by and between the County of Hidalgo, Texas hereinafter referred to as "County" and the City of Mercedes, a municipal corporation under the laws of the State of Texas, hereinafter sometimes referred to as the "City".

WHEREAS, County and City entered into that one certain Cooperation Agreement dated June 3, 2014 in which City elected to have its population included as a portion of their population of the County on the County's "Urban County" application to the U. S. Department of Housing and Urban Development for the twenty eighth, twenty ninth, and thirtieth year's funding for the Community Development Block Grant Program;

WHEREAS, the parties desire to amend the Agreement as herein provided;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and City agree to the following amendment to the Agreement:

1. The Agreement is amended by the addition of the following two (2) sentences to the end of the second paragraph of Section 1 of the Agreements:

   The City may receive a formula allocation under the ESG Program only through the County's Urban County Program. (Note: This does not preclude the Urban County Program or a unit participating with the Urban County Program from applying to the State for ESG funds, if the state allows).

2. The First Amendment is effective as of the date of the Agreement.
3. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and County and City ratify and confirm the terms and provisions of the Agreement, as amended.

IN WITNESS WHEREOF, this First Amendment to Cooperation Agreement has been executed as of the date(s) appearing adjacent to the signature lines herein below in triplicate originals each to have the full force and effect of an original.

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Date: _____

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

Date: _____

ATTEST:

By: _____
Arcelia L. Felix, City Secretary

Date: _____

CITY OF MERCEDES, TEXAS

By: _____
Henry Hinojosa, Mayor

Date: _____

STATE OF TEXAS §

COUNTY OF HIDALGO §

FIRST AMENDMENT TO COOPERATION AGREEMENT

This First Amendment to Cooperation Agreement by and between the County of Hidalgo, Texas hereinafter referred to as "County" and the City of Palmhurst, a municipal corporation under the laws of the State of Texas, hereinafter sometimes referred to as the "City".

WHEREAS, County and City entered into that one certain Cooperation Agreement dated June 19, 2014 in which City elected to have its population included as a portion of their population of the County on the County's "Urban County" application to the U. S. Department of Housing and Urban Development for the twenty eighth, twenty ninth, and thirtieth year's funding for the Community Development Block Grant Program;

WHEREAS, the parties desire to amend the Agreement as herein provided;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and City agree to the following amendment to the Agreement:

1. The Agreement is amended by the addition of the following two (2) sentences to the end of the second paragraph of Section 1 of the Agreements:

   The City may receive a formula allocation under the ESG Program only through the County's Urban County Program. (Note: This does not preclude the Urban County Program or a unit participating with the Urban County Program from applying to the State for ESG funds, if the state allows).

2. The First Amendment is effective as of the date of the Agreement.
3. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and County and City ratify and confirm the terms and provisions of the Agreement, as amended.

IN WITNESS WHEREOF, this First Amendment to Cooperation Agreement has been executed as of the date(s) appearing adjacent to the signature lines herein below in triplicate originals each to have the full force and effect of an original.

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Date: _____

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

Date: _____

ATTEST:

By: _____
Celina Perez, City Secretary

Date: _____

CITY OF PALMHURST, TEXAS

By: _____
Ramiro Rodriguez Jr, Mayor

Date: _____

STATE OF TEXAS §

COUNTY OF HIDALGO §

FIRST AMENDMENT TO COOPERATION AGREEMENT

This First Amendment to Cooperation Agreement by and between the County of Hidalgo, Texas hereinafter referred to as "County" and the City of Palmview, a municipal corporation under the laws of the State of Texas, hereinafter sometimes referred to as the "City".

WHEREAS, County and City entered into that one certain Cooperation Agreement dated June 17, 2014 in which City elected to have its population included as a portion of their population of the County on the County's "Urban County" application to the U. S. Department of Housing and Urban Development for the twenty eighth, twenty ninth, and thirtieth year's funding for the Community Development Block Grant Program;

WHEREAS, the parties desire to amend the Agreement as herein provided;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and City agree to the following amendment to the Agreement:

1. The Agreement is amended by the addition of the following two (2) sentences to the end of the second paragraph of Section 1 of the Agreements:

   The City may receive a formula allocation under the ESG Program only through the County's Urban County Program. (Note: This does not preclude the Urban County Program or a unit participating with the Urban County Program from applying to the State for ESG funds, if the state allows).

2. The First Amendment is effective as of the date of the Agreement.
3. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and County and City ratify and confirm the terms and provisions of the Agreement, as amended.

IN WITNESS WHEREOF, this First Amendment to Cooperation Agreement has been executed as of the date(s) appearing adjacent to the signature lines herein below in triplicate originals each to have the full force and effect of an original.

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Date: _____

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

Date: _____

ATTEST:

By: _____
Aida Rivas, City Secretary

Date: _____

CITY OF PALMVIEW, TEXAS

By: _____
Gerardo Perez, Mayor

Date: _____

STATE OF TEXAS §

COUNTY OF HIDALGO §

FIRST AMENDMENT TO COOPERATION AGREEMENT

This First Amendment to Cooperation Agreement by and between the County of Hidalgo, Texas hereinafter referred to as "County" and the City of Penitas, a municipal corporation under the laws of the State of Texas, hereinafter sometimes referred to as the "City".

WHEREAS, County and City entered into that one certain Cooperation Agreement dated June 4, 2014 in which City elected to have its population included as a portion of their population of the County on the County's "Urban County" application to the U. S. Department of Housing and Urban Development for the twenty eighth, twenty ninth, and thirtieth year's funding for the Community Development Block Grant Program;

WHEREAS, the parties desire to amend the Agreement as herein provided;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and City agree to the following amendment to the Agreement:

1. The Agreement is amended by the addition of the following two (2) sentences to the end of the second paragraph of Section 1 of the Agreements:

   The City may receive a formula allocation under the ESG Program only through the County's Urban County Program. (Note: This does not preclude the Urban County Program or a unit participating with the Urban County Program from applying to the State for ESG funds, if the state allows).

2. The First Amendment is effective as of the date of the Agreement.
3. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and County and City ratify and confirm the terms and provisions of the Agreement, as amended.

IN WITNESS WHEREOF, this First Amendment to Cooperation Agreement has been executed as of the date(s) appearing adjacent to the signature lines herein below in triplicate originals each to have the full force and effect of an original.

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Date: _____

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

Date: _____

ATTEST:

By: _____
Ana Valdez, City Secretary

Date: _____

CITY OF PENITAS, TEXAS

By: _____
Marcos Ochoa, Mayor

Date: _____

STATE OF TEXAS §

COUNTY OF HIDALGO §

FIRST AMENDMENT TO COOPERATION AGREEMENT

This First Amendment to Cooperation Agreement by and between the County of Hidalgo, Texas hereinafter referred to as "County" and the City of Progreso Lakes, a municipal corporation under the laws of the State of Texas, hereinafter sometimes referred to as the "City".

WHEREAS, County and City entered into that one certain Cooperation Agreement dated June 10, 2014 in which City elected to have its population included as a portion of their population of the County on the County's "Urban County" application to the U. S. Department of Housing and Urban Development for the twenty eighth, twenty ninth, and thirtieth year's funding for the Community Development Block Grant Program;

WHEREAS, the parties desire to amend the Agreement as herein provided;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and City agree to the following amendment to the Agreement:

1. The Agreement is amended by the addition of the following two (2) sentences to the end of the second paragraph of Section 1 of the Agreements:

   The City may receive a formula allocation under the ESG Program only through the County's Urban County Program. (Note: This does not preclude the Urban County Program or a unit participating with the Urban County Program from applying to the State for ESG funds, if the state allows).

2. The First Amendment is effective as of the date of the Agreement.
3. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and County and City ratify and confirm the terms and provisions of the Agreement, as amended.

IN WITNESS WHEREOF, this First Amendment to Cooperation Agreement has been executed as of the date(s) appearing adjacent to the signature lines herein below in triplicate originals each to have the full force and effect of an original.

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Date: _____

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

Date: _____

ATTEST:

By: _____
Erika Valdez, City Secretary

Date: _____

CITY OF PROGRESO LAKES, TEXAS

By: _____
OD Emery, Mayor

Date: _____

STATE OF TEXAS §

COUNTY OF HIDALGO §

FIRST AMENDMENT TO COOPERATION AGREEMENT

This First Amendment to Cooperation Agreement by and between the County of Hidalgo, Texas hereinafter referred to as "County" and the City of Progreso, a municipal corporation under the laws of the State of Texas, hereinafter sometimes referred to as the "City".

WHEREAS, County and City entered into that one certain Cooperation Agreement dated June 18, 2014 in which City elected to have its population included as a portion of their population of the County on the County's "Urban County" application to the U. S. Department of Housing and Urban Development for the twenty eighth, twenty ninth, and thirtieth year's funding for the Community Development Block Grant Program;

WHEREAS, the parties desire to amend the Agreement as herein provided;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and City agree to the following amendment to the Agreement:

1. The Agreement is amended by the addition of the following two (2) sentences to the end of the second paragraph of Section 1 of the Agreements:

   The City may receive a formula allocation under the ESG Program only through the County's Urban County Program. (Note: This does not preclude the Urban County Program or a unit participating with the Urban County Program from applying to the State for ESG funds, if the state allows).

2. The First Amendment is effective as of the date of the Agreement.
3. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and County and City ratify and confirm the terms and provisions of the Agreement, as amended.

IN WITNESS WHEREOF, this First Amendment to Cooperation Agreement has been executed as of the date(s) appearing adjacent to the signature lines herein below in triplicate originals each to have the full force and effect of an original.

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Date: _____

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

Date: _____

ATTEST:

By: _____
Francisco Alanis, City Secretary

Date: _____

CITY OF PROGRESO, TEXAS

By: _____
Arturo Aleman, Mayor

Date: _____

STATE OF TEXAS §

COUNTY OF HIDALGO §

FIRST AMENDMENT TO COOPERATION AGREEMENT

This First Amendment to Cooperation Agreement by and between the County of Hidalgo, Texas hereinafter referred to as "County" and the City of San Juan, a municipal corporation under the laws of the State of Texas, hereinafter sometimes referred to as the "City".

WHEREAS, County and City entered into that one certain Cooperation Agreement dated June 24, 2014 in which City elected to have its population included as a portion of their population of the County on the County's "Urban County" application to the U. S. Department of Housing and Urban Development for the twenty eighth, twenty ninth, and thirtieth year's funding for the Community Development Block Grant Program;

WHEREAS, the parties desire to amend the Agreement as herein provided;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and City agree to the following amendment to the Agreement:

1. The Agreement is amended by the addition of the following two (2) sentences to the end of the second paragraph of Section 1 of the Agreements:

   The City may receive a formula allocation under the ESG Program only through the County's Urban County Program. (Note: This does not preclude the Urban County Program or a unit participating with the Urban County Program from applying to the State for ESG funds, if the state allows).

2. The First Amendment is effective as of the date of the Agreement.
3. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and County and City ratify and confirm the terms and provisions of the Agreement, as amended.

IN WITNESS WHEREOF, this First Amendment to Cooperation Agreement has been executed as of the date(s) appearing adjacent to the signature lines herein below in triplicate originals each to have the full force and effect of an original.

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Date: _____

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

Date: _____

ATTEST:

By: _____
Humberto Rodriguez, City Secretary

Date: _____

CITY OF SAN JUAN, TEXAS

By: _____
San Juanita Sanchez, Mayor

Date: _____

STATE OF TEXAS §

COUNTY OF HIDALGO §

FIRST AMENDMENT TO COOPERATION AGREEMENT

This First Amendment to Cooperation Agreement by and between the County of Hidalgo, Texas hereinafter referred to as "County" and the City of Sullivan City, a municipal corporation under the laws of the State of Texas, hereinafter sometimes referred to as the "City".

WHEREAS, County and City entered into that one certain Cooperation Agreement dated June 23, 2014 in which City elected to have its population included as a portion of their population of the County on the County's "Urban County" application to the U. S. Department of Housing and Urban Development for the twenty eighth, twenty ninth, and thirtieth year's funding for the Community Development Block Grant Program;

WHEREAS, the parties desire to amend the Agreement as herein provided;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and City agree to the following amendment to the Agreement:

1. The Agreement is amended by the addition of the following two (2) sentences to the end of the second paragraph of Section 1 of the Agreements:

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2. The First Amendment is effective as of the date of the Agreement.
3. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and County and City ratify and confirm the terms and provisions of the Agreement, as amended.

IN WITNESS WHEREOF, this First Amendment to Cooperation Agreement has been executed as of the date(s) appearing adjacent to the signature lines herein below in triplicate originals each to have the full force and effect of an original.

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Date: _____

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

Date: _____

ATTEST:

By: _____
Armida Mercado, City Secretary

Date: _____

CITY OF SULLIVAN CITY, TEXAS

By: _____
Rosendo Benavides, Mayor

Date: _____

STATE OF TEXAS §

COUNTY OF HIDALGO §

FIRST AMENDMENT TO COOPERATION AGREEMENT

This First Amendment to Cooperation Agreement by and between the County of Hidalgo, Texas hereinafter referred to as "County" and the City of Weslaco, a municipal corporation under the laws of the State of Texas, hereinafter sometimes referred to as the "City".

WHEREAS, County and City entered into that one certain Cooperation Agreement dated June 3, 2014 in which City elected to have its population included as a portion of their population of the County on the County's "Urban County" application to the U. S. Department of Housing and Urban Development for the twenty eighth, twenty ninth, and thirtieth year's funding for the Community Development Block Grant Program;

WHEREAS, the parties desire to amend the Agreement as herein provided;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and City agree to the following amendment to the Agreement:

1. The Agreement is amended by the addition of the following two (2) sentences to the end of the second paragraph of Section 1 of the Agreements:

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2. The First Amendment is effective as of the date of the Agreement.
3. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and County and City ratify and confirm the terms and provisions of the Agreement, as amended.

IN WITNESS WHEREOF, this First Amendment to Cooperation Agreement has been executed as of the date(s) appearing adjacent to the signature lines herein below in triplicate originals each to have the full force and effect of an original.

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Date: _____

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

Date: _____

ATTEST:

By: _____
Elizabeth Walker, City Secretary

Date: _____

CITY OF WESLACO, TEXAS

By: _____
David Suarez, Mayor

Date: _____

AI-46107 **Urban County 13. B.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: Patricio Avila **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request approval to rescind action taken by Hidalgo County Commissioner's Court on June 17, 2014 (Item 14-D. Al 44889) approval of contract extension with HLH Appraisal Services under the Texas General Land Office (GLO) Contract No. 12-406-000-6453/DRS210068, Pct. 3 Penitas Drain Project.

BACKGROUND

Contract expired on June 4, 2014

Account No. 6540-62-0100-5175-6002

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/21/2014 11:25 AM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Olga Lerma Started On: 08/21/2014 08:48 AM

Final Approval Date: 08/21/2014

AI-46044 **Urban County** **13. C.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: Patricio Avila **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 **Appraisal Review Services;**

2. Presentation of the scoring grid for the purpose of CC ranking the sole member of the County's approved "Professional Appraisal Services Pool" for the **Appraisal Review** of appraisal services as qualified to continue to the next step of the process in connection with and funded through Hidalgo County Urban County Program GLO Contract No. 12-406-000-6453/DRS210068 Penitas Drain project.

Appraisal	Grade	Ranked
HLH Appraisal Services	92.66	1

3. Authority to negotiate a professional (Appraisal Review Services) contract with the sole member "qualified" firm
HLH Appraisal Services for the provision of Professional Appraisal Review Services for the Precinct No.3 – Penitas Drain Project.

BACKGROUND

The sole member professional service firm rated from the County's approved "pool" is: HLH Appraisal Services.

Attachments

Ranking GLO Grid

Evaluation Appraisal Services RFQ

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/18/2014 01:30 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Olga Lerma Started On: 08/18/2014 09:35 AM

Final Approval Date: 08/21/2014

Texas General Land Office Disaster Recovery Funds
Appraisal Review Services
Penitas Drain Project
GLO Contract No. 12-406-000-6453
Grading-Ranking Grid

Criteria	**HLH Appraisal Services**								
	Grader 1	Grader 2	Grader 3						
Responsiveness	30	30	25						
Firm Capabilities	44	41	36						
Staffing	25	24	23						
TOTALS	99	95	84						
AVERAGES	**278÷3= 92.66**								
RATING	**1**								

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	4
➢ Thoroughness	5	4
➢ Understanding of Project	5	4
➢ List of references provided	5	5
➢ Clarity-Brevity	5	4
➢ Degree if Interest	5	4
Comments/Rationale For Points:		TOTAL 25
Meets Criteria		
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	4
➢ Relevant experience	5	4
➢ Experience with similar projects	5	4
➢ Knowledge of area	5	5
➢ Timeliness of schedule	5	3
➢ Quality services previously provided to Hidalgo County	5	4
➢ 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 36
Unable to verify certain criteria on the RFQ		
3. **STAFFING**-------- (25 pts)		
➢ Qualification of personnel	10	10
➢ Key personnel	10	8
➢ Required discipline skills	5	5
Comments/Rationale For Points:		TOTAL 23
Meets Criteria		
Total Score		84

Project Name: PEÑITAS DRAIN PROJECT

Department: UCP

Firm/Participant: HLH APPRAISAL SERVICES

Evaluator: _____ Date: July 24, 2014

Oscar Garza, Program Coordinator

AUG 14 2014

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	5
➢ Degree If Interest	5	5
Comments/Rationale For Points: References were provided		TOTAL 30
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	5
➢ Relevant experience	5	5
➢ Experience with similar projects	5	5
➢ Knowledge of area	5	4
➢ Timeliness of schedule	5	5
➢ Quality services previously provided to Hidalgo County	5	5
➢ Current workload	5	5
➢ Ability to commence various re-quested projects simultaneously	5	5
➢ Completion of projects within budgets	5	5
Comments/Rationale For Points: Firm has worked on similar projects.		TOTAL 44
3. **STAFFING**------- (25 pts)		
➢ Qualification of personnel	10	10
➢ Key personnel	10	10
➢ Required discipline skills	5	5
Comments/Rationale For Points: Firm has completed over 1,000 reviews within the last 10 yrs.		TOTAL 25
	Total Score	99

Project Name: Penitas Drain

Department: Precinct No.3

Firm/Participant: HLH Appraisal Services

Evaluator: Dr. Mmek. Parras Date: 7-31-14

EXHIBIT "B"
EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
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	5
➢ Degree if Interest	5	5
Comments/Rationale For Points: Meets all criteria		TOTAL 30
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	5
➢ Current workload	5	3
➢ Ability to commence various re-quested projects simultaneously	5	4
➢ Completion of projects within budgets	5	5
Comments/Rationale For Points: Meets most criteria, but only one employee		TOTAL 41
3. STAFFING (25 pts)		
➢ Qualification of personnel	10	10
➢ Key personnel	10	9
➢ Required discipline skills	5	5
Comments/Rationale For Points: Meets most criteria, but only one employee		TOTAL 24
	Total Score	95

Project Name: Penitas Drain- GLO Contract No. 12-406-000-6453

Department: Hidalgo County

Firm/Participant: HLH Appraisal Services

Evaluator: Antonia Saenz Date: 8/15/14

AI-45865 **Urban County 13. D.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: Lupita V. Garcia **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Authority to negotiate a professional engineering service contract with the second highest ranked firm of South Texas Infrastructure, LLC, for the provision of engineering services for Urban County Program Year 26 (2013) City of Peñitas Street Improvements Project.

BACKGROUND

L&G Engineering Transportation Consultants were not able to accept additional work because of their heavy work load. A total of $215,000.00 in 2013 Peñitas Street Improvement funds are available. The scoring grid for engineering firms for the Peñitas Street Improvements was originally presented in Hidalgo County Commissioner's Court on 06-03-2014 and ranked the following firms, of which L & G Engineering was ranked No. 1 and South Texas Infrastructure was ranked No.2.

Professional Service Firm	Grade	Ranked
South Texas Infrastructure, LLC	92.67%	2
L&G Engineering Transportation Consultants	92.67%	1
SAMES, Inc.	90.67%	3

Funds Available: **$ 215,000.00- 2013 Peñitas Street Improvements**

Attachments

City of Peñitas 2013 Street Improvements

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/06/2014 11:31 AM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Olga Lerma Started On: 08/06/2014 09:36 AM

Final Approval Date: 08/21/2014

L&G Engineering
Transportation Consultants

JUL 23 2014

July 22, 2014

Ms. Diana Serna
Hidalgo County Urban County Program
427 E. Duranta Avenue, Ste. 107
Alamo, Texas 78516

RE: Urban County Program Year 26 (2013) Peñitas Street Improvements

Dear Ms. Serna,

L&G Engineering would like to thank you for your consideration on selecting our firm on June 3, 2014 to provide the engineering services required for the Peñitas Street Improvement Project.

Regretfully, at this time we are unable to enter into an agreement with your office for the selected services due to heavy work load and deadlines.

Should you have any questions, please feel free to give me a call at (956) 565-9813.

Sincerely,

Jacinto Garza, P.E.
CEO/President

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

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

7/25/2014

Mr. Antonio Barco, Deputy Director
Urban County Program
County of Hidalgo
927 E. Duranta Ave. Suite 107
Alamo, TX 78516

RE: Peñitas 2013 Street Improvements Project

Dear Mr. Barco;

The City of Peñitas is in receipt of L&G Engineer's letter of regret on the above referenced project. Consequently, the City of Peñitas is requesting authorization to proceed with negotiations with the second highest ranked architectural firm, South Texas Infrastructure Group, LLC.

We thank you for your continued guidance and support and for lending us your attention on this matter. Please let me know if you need me to provide you with additional information in this regard.

Sincerely,

Oscar Cuellar Jr.
City Manager

AI-45984 **Urban County 13. E.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: Monica Leal **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting acceptance and action to correct the bid total from $38,892.00 to $38,887.57, due to the contractor's mathematical error.

2. Urban County Program on behalf of Precinct No. 1 is requesting consideration and action to award and enter into a construction contract with Herrera & Hunt, Inc. for a total contract amount of $38,887.57. Utilizing FY 21 (2008) from Precinct No. 1 Park, Recreational Facility improvements funds.

BACKGROUND

Precinct No. 1 has requested and received bids for the Park, Recreational Facility improvements project (Sunrise/Sunset Park). Raul Sesin P.E., C.F.M. prepared specification packages and bids were received and opened at the Hidalgo County – Purchasing Department on June 18, 2014. After review the project engineer recommended Herrera & Hunt, Inc. as the lowest of two (2) qualified bidders. (See attached recommendation letter from Raul Sesin P.E., C.F.M and copy of bid tabulation sheet.)

Contractor:	Herrera & Hunt, Inc.	
Contract Amount:	$38,887.57	
Funds Available:	$56,360.92	FY 21 (2008) Park, Recreational Facility

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/15/2014 09:19 AM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Olga Lerma Started On: 08/12/2014 03:53 PM

Final Approval Date: 08/21/2014

HERRERA & HUNT, INC.
PO BOX 49
ALAMO, TX 78516
JOB ORDER CONTRACTING SPECIALISTS

July 22, 2014

Ms. Monica Leal, Coordinator
Hidalgo County Urban County
427 E. Duranta Ave., Ste.107
Alamo, TX 78516

Ms. Leal:

I have reviewed the information per our telephone discussion with regards to the amounts indicated on the Bid Tab sheet of the Sunrise/Sunset Park Improvements Project bid packet.

I submit the total of $38,887.57 as the true and correct amount of our bid.

Please feel free to contact me with any questions at 956-330-5566.

Thank You,

Gilbert Herrera
President

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

July 11, 2014

Honorable Commissioner A.C. Culellar, Jr.
Hidalgo County Precinct No. 1
1902 Joe Stevens Ave., Ste. 101
Weslaco, Texas 78599

RE: Sunrise/Sunset Park Improvements
Hidalgo County Precinct No. 1
Project No. 5008-91-0306-5000-9100-UCP-ML

Dear Commissioner Cuellar;

Bids were received and opened for Sunrise/Sunset Park Improvements Project No.: 5008-91-0306-5000-9100-UCP-ML on June 18, 2014. A total of two bids were received with Herrera & Hunt, Inc. being the low base bidder. Attached is a copy of the bid tabulation for your review.

This project consists of the addition of concrete sidewalks, concrete pads and chain link fence with gates to Sunrise/Sunset Park. Herrera & Hunt, Inc. has constructed projects to completion within Hidalgo County. We recommend awarding the project to Herrera & Hunt Inc. for the base bid amount of $38,887.57.

If you have any questions or require further information, please feel free to contact me at your convenience.

Respectfully,
HIDALGO COUNTY PLANNING DEPARTMENT

Raul E. Sesin, P.E., C.F.M.

Raul E. Sesin, P.E., C.F.M.
Planning Administrator

Attachments: Bid Comparison

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: June 4, 2014	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: Hidalgo County – Precinct No. 1 – "Sunrise/Sunset Park Improvements Project"

BID NO.: 5008-91-0306-5000-9100-UCP-ML	**PROCURMENT SPECIALIST:**

BID # RFB#	NAME OF COMPANY	TOTAL PRICE	BID BOND OR CHECK INCLUDED
#1	Herrera & Hunt, Inc.	$38,892.00	Bid Bond Included
#2	High Mark Construction (HMC)	$61,000.00 amount on bid tab $75,000.00 amount on bid page	Bid Bond Included
#3			
#4			
#5			
#6			
#7			

***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED**

A.C. CUELLAR JR.
COMMISSIONER PRECINCT 1

HIDALGO COUNTY PCT. 1
1902 JOE STEPHENS STE. 101
WESLACO, TEXAS 78599

PH:956.968.8733
FAX:956.969.1417

www.co.hidalgo.tx.us/pct1
ac.cuellar@co.hidalgo.tx.us

JUL 17 2014

02

July 16, 2014

Ms. Diana Serna, Executive Director
Urban County Program
3304 Alberta
Edinburg, Texas 78539

RE: Sunrise/Sunset Park Improvements
Hidalgo County Precinct 1
Project No. 5008-91-0306-5000-9100-UCP-ML

Dear Ms. Serna,

We are in possession of competitive bids submitted through Hidalgo County's purchasing procedures accordingly. Herrera & Hunt Inc. bid is 37%% lower than the other bid of $61,004.75. Mr. Raul Sesin, P.E., C.F.M. Hidalgo County Engineer recommended the lowest bid of $ 38,887.57. I concur with his recommendation to contract with Herrera & Hunt, Inc. for the improvements.

I would like request your assistance to place this item for action at the earliest Commissioner's Court meeting for possible action.

Please let me know if I need any additional input. Thank You.

Respectfully,

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

BID COMPARISON
HIDALGO COUNTY PRECINCT No. 1
PROJECT No. 5008-91-0306-5000-9100-UCP-ML
SUNRISE/SUNSET PARK IMPROVEMENTS

BASE BID

Item No.	Item Description	Estimated Quantity	Unit	Herrera & Hunt, Inc. Unit Price	Herrera & Hunt, Inc. Total	Highmark Construction Co., LLC Unit Price	Highmark Construction Co., LLC Total
1	10' Wide x 4" Thick Concrete Sidewalk with 6" x 6" No. 6 Gauge Wire Mesh Reinforcement	413	SY	$ 31.73	$ 13,104.49	$ 48.43	$ 20,001.59
2	5' Wide x 4" Thick Concrete Sidewalk with 6" x 6" No. 6 Gauge Wire Mesh Reinforcement	88	SY	$ 31.81	$ 2,799.28	$ 147.73	$ 13,000.24
3	10' x 12' x 6" Concrete Pads with 6" x 6" No. 6 Gauge Wire Mesh Reinforcement	94	SY	$ 31.44	$ 2,955.36	$ 148.94	$ 14,000.36
4	6' Chain Link Fence	662	LF	$ 23.85	$ 15,788.70	$ 15.11	$ 10,002.82
5	17' Chain Link Gate	2	EA	$ 1,147.50	$ 2,295.00	$ 1,000.00	$ 2,000.00
6	4' Chain Link Gate	4	EA	$ 291.75	$ 1,167.00	$ 250.00	$ 1,000.00
7	Remove Chain Link Fence	74	LF	$ 10.51	$ 777.74	$ 13.51	$ 999.74
			TOTAL		**$ 38,887.57**		**$ 61,004.75**

CONSTRUCTION CONTRACT

This Agreement entered into this **25th day of August 2014** by and between Hidalgo County acting by and through Hidalgo County Urban County Program, hereinafter called the "OWNER", acting herein through its County Judge and **"Herrera & Hunt, Inc." (a corporation)** (a partnership) (an individual) of **McAllen** State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME:	**Precinct No. 1 – Sunrise/Sunset Park Improvements Project**
PROJECT No.:	**5008-91-0306-5000-9100-UCP-ML**
PROJECT DESCRIPTION:	**Park Improvements Project**

heinafter called the project, for the sum of **($38,887.57) Thirty eight thousand eight hundred eighty-seven dollars and fifty-seven cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Hidalgo County - Raul Sesin, P.E., CFM**, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **30** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($250.00) two hundred fifty dollars and zero cents** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts,

each of which shall be deemed an original, in year and day first above mentioned.

Gilbert Herrera, President

Name of Firm: Herrera & Hunt, Inc.

Address: 1333 E. Jasmine Ave.
McAllen, TX 78501

Federal I.D./S.S.: 26-0513355

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the ___ day of _____, 2014,

by _____, _____ of and on behalf of _____.
(name) (title) (a corporation) (a partnership) (an individual)

Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

Diana R. Serna
Urban County Director

APPROVED AS TO FORM
Atlas, Hall & Rodriguez
By: Stephen L. Crain
Date: July 12, 2012

HERR&HU-01 RARELLANO

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/17/2013

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 Smith-Reagan & Associates Inc 148 N Sam Houston San Benito, TX 78586	CONTACT NAME: PHONE (A/C, No, Ext): (956) 399-1353 FAX (A/C, No): (956) 399-2185 E-MAIL ADDRESS:
INSURED Herrera & Hunt, Inc. PO Box 49 Alamo, TX 78516	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Essex Insurance Company INSURER B: Hallmark Insurance Company INSURER C: Nautilus 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: [X] POLICY [ ] PRO-JECT [ ] LOC			3DN7659	10/10/2013	10/10/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
L	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			TXH602293-02	10/10/2013	10/10/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			AN013076	10/10/2013	10/10/2014	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	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					WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

CERTIFICATE HOLDER

CANCELLATION

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/05/2014

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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 San Juan Insurance Agency, Inc DBA Valley Ins Providers OR Truckers Ins PO Drawer 3783 McAllen TX 78502	CONTACT NAME: NORA RODRIGUEZ PHONE (A/C, No, Ext): (956) 781-6663 FAX (A/C, No): (956) 702-7556 E-MAIL ADDRESS: nrodriguez@vip-ins.net
INSURED HERRERA & HUNT INC PO BOX 49 Alamo TX 78516-	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: TEXAS MUTUAL INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE						EACH OCCURRENCE	$
	☐ DED ☐ RETENTION $						AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	NLR9914P140731-001	08/01/2014	08/01/2015	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

CERTIFICATE HOLDER

URBAN COUNTY PROGRAM
427 E. DURANTA AVE. SUITE 107
ALAMO TX 78516-

CANCELLATION

AI 011531

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AI-45982 **Urban County 13. F.**

CC - REGULAR

Meeting Date: 08/25/2014

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 – construction material testing.

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
Raba Kistner	99%	
L & G Engineering	97.33%	
Terracon Consultants, Inc.	96%	

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

BACKGROUND

The three testing firms were rated from the county's approved "pool" are: (1) Raba Kistner (2) L & G Engineering and (3) Terracon Consultants, Inc., for the City of Progreso – Street Improvements project.

Funds Available: $ 65,846.64 YR 25 (2012) Street Improvements
$239,548.79 YR 26 (2013) Street Improvements
$578,717.43

Attachments

City of Progreso Grading-Ranking Grid

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/15/2014 09:36 AM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM
Form Started By: Olga Lerma		Started On: 08/12/2014 03:29 PM

Final Approval Date: 08/21/2014

City of Progreso
Professional Engineering Services – Construction Materials
Street Improvements Project
Years 25 & 26 (2012 & 2013)
Grading-Ranking Grid

Criteria	Raba Kistner			L & G Engineering			Terracon Consultants, Inc.		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Staffing of Project Team	25	25	25	25	25	25	25	25	24
Experience of Project Team/Ability to Commit Resources	20	20	18	20	20	18	20	20	20
Methodology	20	20	20	20	20	20	20	20	15
Understanding of Project/Similar Projects	25	25	25	20	24	25	20	24	25
Familiarity with Applicable Rules & Regulations	10	9	10	10	10	10	10	4	10
TOTALS	99	99	98	95	99	98	95	99	94
AVERAGES	297÷3=99%			292÷3=97.33%			288÷3=96%		
RATING	1			2			3		

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

MAY 30 2014

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points:	**TOTAL**	25
All requirements were submitted in the Request for Qualifications		
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points:	**TOTAL**	20
All requirements were submitted in the Request for Qualifications		
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points:	**TOTAL**	20
All requirements were submitted in the Request for Qualifications		
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	5
Comments/Rationale for points:	**TOTAL**	25
All requirements were submitted in the Request for Qualifications		
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	5
Comments/Rationale for points:	**TOTAL**	10
All requirements were submitted in the Request for Qualifications		
	TOTAL SCORE:	100

Project Name:: Urban County Project Year 2013 - Street Improvements

Department:: Hidalgo County- Engineering Services-Construction Materials and Geo Technical Testing

Firm/Participant:Name: Raba Kistner

Evaluator: Alfredo Espinosa Date: 5/29/2014

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	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points: Meets all criteria	**TOTAL**	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points: Meets all criteria	**TOTAL**	20
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points: Meets all criteria	**TOTAL**	20
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	5
Comments/Rationale for points: Meets all criteria	**TOTAL**	25
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	4
Comments/Rationale for points:	**TOTAL**	9
	TOTAL SCORE:	99

Project Name:: 2012/2013 City of Progreso - Street Improvements

Department:: Urban County Program

Firm/Participant:Name: Raba Kistner

Evaluator: Antonio Barco Date: June 11, 2014

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	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	05
Comments/Rationale for points: Firm has 35 yrs plus and staff to accomplish tasks;	**TOTAL**	25
Meets Criteria		
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points: Demonstrates experience with related project;	**TOTAL**	20
SOQ well defined		
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	08
Comments/Rationale for points: Meets criteria; firm based out of McAllen	**TOTAL**	18
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	05
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	05
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	05
Comments/Rationale for points: Meets Criteria as outlined	**TOTAL**	25
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	05
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	05
Comments/Rationale for points: Meets Criteria as outlined	**TOTAL**	10
	TOTAL SCORE:	98

Project Name:: City of Progreso Street Imp/Geo Tech Testing

Department:: Urban County Program

Firm/Participant Name: Raba Kistner, Inc.

Evaluator: [signature] Procurement Specialist Date: June 02, 2014

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

Received
MAY 30 2014

DL

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points:	**TOTAL**	25
All requirements were submitted in the Request for Qualifications		
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points:	**TOTAL**	20
All requirements were submitted in the Request for Qualifications		
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points:	**TOTAL**	20
All requirements were submitted in the Request for Qualifications		
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	0
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	5
Comments/Rationale for points:	**TOTAL**	20
L & G failed to plainly state aknowldgment/understanding of local, state and federal regulations.		
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	5
Comments/Rationale for points:	**TOTAL**	10
All requirements were submitted in the Request for Qualifications		
	TOTAL SCORE:	95

Project Name:: Urban County Project Year 2013 - Street Improvements

Department:: Hidalgo County- Engineering Services-Construction Materials and Geo Technical Testing

Firm/Participant:Name: L & G Engineering

Evaluator: Alfredo Espinoza Date: 5/29/2014

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	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points: Meets all criteria	TOTAL	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points: Meets all criteria	TOTAL	20
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points: Meets all criteria	TOTAL	20
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	4
Comments/Rationale for points: Meets most criteria Needs to improve on responsiveness	TOTAL	24
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	5
Comments/Rationale for points: Meets all criteria	TOTAL	10
	TOTAL SCORE:	99

Project Name:: 2012/2013 City of Progreso - Street Improvements

Department:: Urban County Program

Firm/Participant:Name: L & G Engineering

Evaluator: ANTONIO SARCO Date: 6/13/14

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	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	05
Comments/Rationale for points: Firm meets Criteria; very well defined SOQ	**TOTAL**	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	08
Comments/Rationale for points: SOQ well defined; however not clear on reporting responsibilities	**TOTAL**	18
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points: Meets criteria; SOQ well defined	**TOTAL**	20
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	05
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	05
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	05
Comments/Rationale for points: Meets Criteria as outlined; for proposed project	**TOTAL**	25
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	05
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	05
Comments/Rationale for points: Meets Criteria as outlined	**TOTAL**	10
	TOTAL SCORE:	98

Project Name:: City of Progreso Street Imp/Geo Tech Testing

Department:: Urban County Program

Firm/Participant: Name: L&G Engineering

Evaluator: Procurement Specialist Date: June 02, 2014

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

MAY 30 2014

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points:	**TOTAL**	25
All requirements were submitted in the Request for Qualifications		
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points:	**TOTAL**	20
All requirements were submitted in the Request for Qualifications		
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points:	**TOTAL**	20
All requirements were submitted in the Request for Qualifications		
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	0
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	5
Comments/Rationale for points:	**TOTAL**	20
Terracon failed to plainly state aknowldgment/understanding of local, state and federal regulations.		
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	5
Comments/Rationale for points:	**TOTAL**	10
All requirements were submitted in the Request for Qualifications		
	TOTAL SCORE:	95

Project Name:: Urban County Project Year 2013 - Street Improvements

Department:: Hidalgo County- Engineering Services-Construction Materials and Geo Technical Testing

Firm/Participant:Name: Terracon

Evaluator: Alfredo Espinoza Date: 5/29/2014

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	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points: Meets all criteria	TOTAL	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points: Meets all criteria	TOTAL	20
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points: Meets all criteria	TOTAL	20
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	4
Comments/Rationale for points: Meets most criteria Needs to be more responsive	TOTAL	24
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	5
Comments/Rationale for points: Meets all criteria	TOTAL	10
	TOTAL SCORE:	99

Project Name:: 2012/2013 City of Progreso - Street Improvements

Department:: Urban County Program

Firm/Participant Name: Terracon

Evaluator: Antonio Barco Date: 6/13/14

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	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	09
➢ A list of various projects for comparative purposes	5	05
Comments/Rationale for points: Firm meets Criteria	**TOTAL**	24
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points: SOQ well defined	**TOTAL**	20
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	05
Comments/Rationale for points: SOQ not clear on plan for proposed project	**TOTAL**	15
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	05
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	05
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	05
Comments/Rationale for points: Meets Criteria as outlined; for proposed project	**TOTAL**	25
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	05
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	05
Comments/Rationale for points: Meets Criteria as outlined	**TOTAL**	10
	TOTAL SCORE:	94

Project Name:: City of Progreso Street Imp/Geo Tech Testing

Department:: Urban County Program

Firm/Participant:Name: Terracon Consultants, Inc.

Evaluator: Oscar Garza, Procurement Specialist Date: June 02, 2014

AI-45863 **Urban County 13. G.**

CC - REGULAR

Meeting Date: 08/25/2014

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 – construction material testing.

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 Edcouch, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program Years 26 (2013) City of Edcouch–Street Improvements funds.

Professional Service Firm	Grade	Ranked
L & G Engineering	97.67%	
Terracon Consultants, Inc.	90%	
PSI Laboratories, Inc.	89.67%	

3. Authority to negotiate a professional engineering service contract with the highest ranked firm _____ for construction material testing on a Urban County Program Year 26 (2013) City of Edcouch – Street Improvements project.

BACKGROUND

The three professional engineering firms rated from the county's approved "pool" are: (1) L & G Engineering (2) Terracon Consultants, Inc., and (3) PSI Laboratories, Inc for the City of Edcouch – Street Improvements project.

Funds Available: $258,561.23 YR 26 (2013) Street Improvements

Attachments

City of Edcouch Grading-Ranking Grid

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/06/2014 09:11 AM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Olga Lerma Started On: 08/06/2014 08:22 AM

Final Approval Date: 08/21/2014

City of Edcouch
Professional Engineering Services – Construction Materials
Street Improvements Project
Years 26 (2013)
Grading-Ranking Grid

Criteria	L & G Engineering			Terracon Consultants, Inc.			PSI Laboratories, Inc.		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Staffing of Project Team	25	25	25	24	25	25	23	25	25
Experience of Project Team/Ability to Commit Resources	18	20	18	20	20	18	20	20	16
Methodology	20	20	20	15	20	10	12	20	16
Understanding of Project/Similar Projects	25	24	23	25	22	20	25	21	22
Familiarity with Applicable Rules & Regulations	10	10	10	10	6	10	10	4	10
TOTALS	98	99	96	94	93	83	90	90	89
AVERAGES	293÷3=97.67%			270÷3=90%			269÷3=89.67%		
RATING	1			2			3		

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	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	05
Comments/Rationale for points: Firm meets Criteria; very well defined SOQ	TOTAL	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	08
Comments/Rationale for points: SOQ well defined; however not clear on reporting responsibilities	TOTAL	18
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points: Meets criteria; SOQ well defined	TOTAL	20
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	05
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	05
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	05
Comments/Rationale for points: Meets Criteria as outlined; for proposed project	TOTAL	25
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	05
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	05
Comments/Rationale for points: Meets Criteria as outlined	TOTAL	10
	TOTAL SCORE:	98

Project Name:: City of Edcouch 2013 Street Improvements Project

Department:: Urban County Program

Firm/Participant Name: L&G Engineering

Evaluator: Oscar Garza (Oscar Garza, Program Coordinator) Date: July 02, 2014

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	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points: Meets all criteria	**TOTAL**	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points: Meets all criteria	**TOTAL**	20
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points: Meets all criteria	**TOTAL**	20
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	5
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	4
Comments/Rationale for points: Meets most criteria but needs to be more responsive to RFQ	**TOTAL**	24
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	5
Comments/Rationale for points: Meets all criteria	**TOTAL**	10
	TOTAL SCORE:	99

Project Name:: 2013 Edcouch Street Improvements

Department:: Urban County Program

Firm/Participant:Name: L & G Engineering

Evaluator: ANTONIO ESPICO Date: 6/26/14

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

JUL -9 2014

OK

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points:	**TOTAL**	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	8
Comments/Rationale for points:	**TOTAL**	18
Failed to identify reporting responsibilities.		
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points:	**TOTAL**	20
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	3
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	5
Comments/Rationale for points:	**TOTAL**	23
Failed to identify approach to complete scope.		
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	5
Comments/Rationale for points:	**TOTAL**	10
	TOTAL SCORE:	96

Project Name:: UCP 2013 Street Improvements: Acct. #5012-20-5000-2000-UCP-ML

Department:: CITY OF EDCOUCH

Firm/Participant:Name: L. & G. ENGINEERING (TESTING)

Evaluator: Danny Guzman Date: JULY 1, 2014

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	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	09
➢ A list of various projects for comparative purposes	5	05
Comments/Rationale for points:	**TOTAL**	24
Firm Meets Criteria		
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points:	**TOTAL**	20
Firm Meets criteria		
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	05
Comments/Rationale for points:	**TOTAL**	15
Firm Meets criteria		
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	05
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	05
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	05
Comments/Rationale for points:	**TOTAL**	25
Firm meets criteria and has experience with proposed project		
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	05
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	05
Comments/Rationale for points:	**TOTAL**	10
Firm Meets criteria		
	TOTAL SCORE:	94

Project Name:: City of Edcouch 2013 Street Improvements Project

Department:: Urban County Program

Firm/Participant Name: TERRACON CONSULTANTS, INC

Evaluator: Oscar Garza (Oscar Garza, Program Coordinator) Date: July 01, 2014

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	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points: Meets All criteria	**TOTAL**	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points: Meets All criteria	**TOTAL**	20
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points: Meets All criteria	**TOTAL**	20
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	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
Comments/Rationale for points: Meets most criteria but needs to Address Federal, State & local regulations and more responsive	**TOTAL**	22
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	3
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	3
Comments/Rationale for points: Did not elaborate on Applicable rules & regulations or include a narrative	**TOTAL**	6
	TOTAL SCORE:	93

Project Name:: 2013 Edcouch Street Improvements

Department:: Urban County Program

Firm/Participant:Name: Terracon

Evaluator: ANTONIO BARCO UCP Date: July 1, 2014

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

JUL -9 2014

02

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points:	**TOTAL**	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	8
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points:	**TOTAL**	18
Firm has only one (1) engineer on staff at local office.		
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	5
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	5
Comments/Rationale for points: Firm lacks Methodology and	**TOTAL**	10
Management Plan approach.		
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	3
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	2
Comments/Rationale for points:	**TOTAL**	20
Failed to identify approach to complete scope and not easy to evaluate.		
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	5
Comments/Rationale for points:	**TOTAL**	10
	TOTAL SCORE:	83

Project Name:: UCP 2013 Street Improvements: Acct. #5012-20-5000-2000-UCP-ML

Department:: CITY OF EDCOUCH

Firm/Participant:Name: TERRACON CONSULTANTS ENGINEERING (TESTING)

Evaluator: Danny Guzman Date: JULY 1, 2014

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	08
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	05
Comments/Rationale for points:	**TOTAL**	23
Not enough references on staff with related project		
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points:	**TOTAL**	20
Firm Meets criteria		
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	02
Comments/Rationale for points:	**TOTAL**	12
SOQ does not provide methodology;		
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	05
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	05
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	05
Comments/Rationale for points:	**TOTAL**	25
Firm meets criteria and has experience with proposed project		
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	05
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	05
Comments/Rationale for points:	**TOTAL**	10
Firm Meets criteria		
	TOTAL SCORE:	90

Project Name:: City of Edcouch 2013 Street Improvements Project

Department:: Urban County Program

Firm/Participant Name: PSI LABORATORIES, INC

Evaluator: Oscar Garza (Oscar Garza, Program Coordinator) Date: July 01, 2014

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	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points: Meets all criteria	**TOTAL**	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	10
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	10
Comments/Rationale for points: Meets all criteria	**TOTAL**	20
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	10
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	10
Comments/Rationale for points: Meets all criteria	**TOTAL**	20
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	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
Comments/Rationale for points: Meets most criteria but must improve on providing information	**TOTAL**	21
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	4
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	0
Comments/Rationale for points: Did not include narrative outlining Applicable Rules & Regulations	**TOTAL**	4
	TOTAL SCORE:	90

Project Name: 2013 Edcouch Street Improvements

Department:: Urban County Program

Firm/Participant:Name: PSI Engineering

Evaluator: Antonio Barrera Date: 6/26/14

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

JUL -9 2014

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	10
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	10
➢ A list of various projects for comparative purposes	5	5
Comments/Rationale for points:	**TOTAL**	25
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	8
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	8
Comments/Rationale for points:	**TOTAL**	16
Firm has only one(1) engineer on staff and failed to identify reporting responsibilities.		
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	8
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	8
Comments/Rationale for points:	**TOTAL**	16
Firm lacks Methodology and Management Plan approach.		
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	10
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	5
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	2
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	5
Comments/Rationale for points:	**TOTAL**	22
Failed to identify approach to complete Scope.		
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	5
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	5
Comments/Rationale for points:	**TOTAL**	10
	TOTAL SCORE:	89

Project Name:: UCP 2013 Street Improvements: Acct. #5012-20-5000-2000-UCP-ML

Department:: CITY OF EDCOUCH

Firm/Participant:Name: PSI ENGINEERING (TESTING)

Evaluator: Danny Guzman Date: JULY 1, 2014

AI-46022 **Head Start 14. A.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Area Distribution 2014-2015

BACKGROUND

Policy Council Approval: 08.20.14

Attachments

Area Distribution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/15/2014 03:18 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Linda Galaviz Started On: 08/15/2014 01:49 PM

Final Approval Date: 08/21/2014

Hidalgo County Head Start Program

Policy Council Consent Agenda

DATE: August 20, 2014

SUBJECT: Discussion/Approval of the Hidalgo Head Start Program Area Distribution for 2014-2015

RATIONALE/NEED: The Hidalgo County Head Start Program Area Distribution reflects the assignment of children to the six (6) areas in the county. The total enrollment will remain at three-thousand six-hundred ninety (3,690) children.

RECOMMENDATION: Administration recommends approval as required by Head Start Standards.

COST: None

RELATED INFORMATION INCLUDES: 2014-2015 Area Distribution

****

INITIATED BY: Nora S. Munoz, Assistant Program Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program

Area Distribution 2014 - 2015

Number of Centers: 44 Number of Classrooms: 197	Number of Children: 3690 Number of Center Managers:	Number of Facilitators: Number of Support Service Assistants:

Area 1			Area 2		
Center	# of Classrooms	# of Children	Center	# of Classrooms	# of Children
LA JOYA	5	91	AUSTIN(A-1)	7	137
PALMVIEW II	8	157	MCALLEN IV	3	51
PALMVIEW III	6	120	MCALLEN VI	3	51
SULLIVAN	5	94	MISSION I	4	77
WESTERN ROAD	3	57	MISSION II	7	134
ALTON	5	100	MISSION III	3	51
			MISSION IV	3	57
			HIDALGO	3	51
TOTAL:	32	619	TOTAL:	33	609

Area 3			Area 4		
Center	# of Classrooms	# of Children	Center	# of Classrooms	# of Children
MCALLEN V	3	57	ALAMO	6	102
LAS MILPAS I	4	68	FARIAS	5	100
LAS MILPAS II	3	51	ELSA	3	57
PHARR	5	85	DONNA II	3	60
NAPPER	8	160	DONNA IV	2	33
PALACIOS	5	100	SAN JUAN I	3	51
VINE TERRACE	3	56	SAN JUAN II	7	119
UTPA	2	34	SAN CARLOS	4	80
TOTAL:	33	611	TOTAL:	33	602

Area 5			Area 6		
Center	# of Classrooms	# of Children	Center	# of Classrooms	# of Children
DONNA I	7	136	EDCOUCH	8	142
LA HERENCIA	3	52	EDINBURG I	3	57
MERCEDES I	6	117	EDINBURG II	2	34
MERCEDES II	2	34	EDINBURG III	3	51
PROGRESO	3	57	EDINBURG IV	10	196
WESLACO I	4	80	EDINBURG V	8	156
WESLACO III	5	100			
MONTE ALTO	2	37			
TOTAL:	32	613	TOTAL:	34	636

Policy Council Approval: 0/0/2014
Comm. Court Approval: 0/0/2014

Rev. 08/13/2014

AI-46036 **Head Start 14. B.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Revision of Civil Service Commission Complaint/Grievance Process

BACKGROUND

Policy Council Approval: 08.20.14

Attachments

Revision of Civil S. Complaint/Grievance

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/15/2014 03:20 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Linda Galaviz Started On: 08/15/2014 03:07 PM

Final Approval Date: 08/21/2014

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: August 20, 2014

SUBJECT: Discussion/Approval of Revision of Civil Service Commission Complaint/Grievance Process

RATIONALE/NEED: This revision is recommended by legal counsel for the County and the Head Start Program to conform with state law.

RECOMMENDATION: For information only.

COST: N/A

RELATED INFORMATION INCLUDES: Memorandum

****

INITIATED BY: Teresa Flores, Executive Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program

P.O. Box 0117 Edinburg, Texas 78540-0117 (956) 383-0706

TO: Policy Council Members

FROM: Teresa Flores, Executive Director

DATE: August 14, 2014

SUBJ: Complaint/Grievance Procedures

Hidalgo County Head Start Program administrative staff met with the County's Human Resources Director, Esther Cortez and her staff; the Civil Service Commission legal counsel Mercedes Espinoza; Assistant District Attorney Victor Garza and Head Start Program legal counsel, Ricardo Gonzalez to review the proposed revisions of the Civil Service Commission Rules.

During the last meeting held in June, the current Complaint and Grievance process was thoroughly reviewed. Based on the review by all the attorneys present, it was their opinion that the final decision regarding Head Start employees' complaints or grievances should rest with the Civil Service Commission and not with the Policy Council.

Civil Service Commission written procedures delegated to the Policy Council the final decision on grievances and complaints. Current legal counsel's opinion is that this authority cannot be delegated to Policy Council since all Head Start employees are County Civil Service employees. State law does not permit the Commission to delegate the final determination regarding complaints/grievances to the Policy Council. Current procedure must be amended to reflect that the final determination regarding complaints/grievances shall rest with the Civil Service Commission.

AI-46026 **Head Start 14. C.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

1. Presentation of the Providers Submitting Responses to the Following Hidalgo County Head Start Program's Request for Qualifications and Meeting the Minimum Requirements as Set Forth in the Procurement Packets and as Determined by the Head Start Program Staff Grading/Scoring Said Responses for the Purpose of Commissioners' Court Accepting the Providers as "Qualified" in Order to Proceed to the Next Phase of the Procurement Process - Negotiating Contracts Speech Interpreting Services #2014-005-06-19

a. Amy Jane Hermansen, dba/Sign Language Services

b. South Texas Interpreters for the Deaf, LLC

2. Approval for Head Start to Negotiate Contracts (in a form approved by Legal Counsel) for all the Professional Service Providers as Requested through the Hidalgo County Head Start Program's RFQ for said Services and as Detailed Above Attached Hereto

BACKGROUND

Policy Council Approval: 08.20.14

Attachments

Providers RFQs and Contracts

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/15/2014 03:20 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Linda Galaviz Started On: 08/15/2014 02:01 PM

Final Approval Date: 08/21/2014

Hidalgo County Head Start Program
Policy Council Agenda

DATE: August 20, 2014

SUBJECT: **1.** Presentation of the Providers Submitting Responses to the following Hidalgo County Head Start Program's Request for Qualifications and Meeting the Minimum Requirements as Set Forth in the Procurement Packets and as Determined by the Head Start Program Staff Grading/ Scoring Said Responses for the Purpose of Commissioners' Court Accepting the Providers as "Qualified" in Order to Proceed to the Next Phase of the Procurement Process-Negotiating Contracts:

A. **Speech Interpreting Services #2014-005-06-19**

Amy Jane Hermansen, dba/Sign Language Services
South Texas Interpreters for the Deaf, LLC.

2. Approval for Head Start to Negotiate Contracts (in a form approved by Legal Counsel) for all the Professional Services Providers as Requested through the Hidalgo County Head Start Program's RFQ for said Services and as Detailed Above Attached Hereto.

RATIONALE/NEED: Administration needs to obtain speech interpreting services for all Head Start children and parent for the year.

RECOMMENDATION: Administration recommends approval

COST: Head Start funds for this project are available.
Special Services: Account 19-5257-20-1000-405

RELATED INFORMATION INCLUDED: Memo/Grading-Scoring/Contract

* *

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores .

HIDALGO COUNTY HEAD START PROGRAM
P.O. BOX 0117
EDINBURG, TX 78540-0117
TEL. (956) 383-0706 FAX (956) 380-2588

To: Ambrosio Tovar, Procurement Director

From: Connie Horta, Special Services Director

Subject: RFQ Recommendations

Date: August 12, 2014

The RFQ packets have been reviewed. The following are being recommended:

*Amy Jane Hermansen, dba/Sign Language Services
*South Texas Interpreters for the Deaf, LLC.

If you have any questions, please feel free to call 380-4190 or 380-4170.

Hidalgo County Head Start Program

RFQ No 2014-005-06-19

July 17, 2014

Name of Provider	Professional Qualifications 20 Available	Experience of Project Manager 25 Available	Experience/ Availability of Project Manager 20 Available	Understanding of Project 25 Available	Familiarity with Applicable Rules and Regulation 10 Available	Total 100
American Sign Language Interpreters Services	0	25	18	25	10	78
Sign Language Services	20	25	20	25	10	100
South Texas Interpreters For The Deaf LLC	10	25	18	25	10	98

Sign Language Services

CONTRACT FOR SERVICES
DISABILITY
C-14-003-08-26

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the 26th t day of **August , 2014** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter the "Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and Amy Jane Hermansen dba Sign Language Services (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as maybe mutually agreed to by the parties. This Agreement terminates on the **31st** day of **July, 2015** or as provided herein.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examine and treat the program participants on the terms and conditions hereinafter set forth; and

WHEREAS, the Provider and the Program mutually desire to outline their individual responsibilities with respect to the use and /or disclosure, safeguarding, and transmission of Protected Health Information ("PHI") and electronic Protected Health Information ("ePHI"), as mandated by the Privacy Rule and Security Rule (jointly referred to as "the Rules") under HIPAA and its implementing regulations at 45 C.F.R. Parts 160-164; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services described on Exhibit A attached hereto and incorporated herein at this point for all purpose (the "Services") provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated.

Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of

the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
Attn: Mrs. Elma Keller, Finance Director
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of Services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent contractor and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax,

withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written by notice to the other party. Proper Notice shall be submitted through certified letter to:

If to Program: Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

If to Provider: Amy Jane Hermansen
dba Sign Language Services
1409 Rio Grande St.
San Juan, TX 78589

6. Provider agrees to at all times be insured for professional liability, premises liability, auto liability insurance, and worker's compensation insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Termination. The Program may terminate the Contract without cause on thirty (30) days written notice.

8. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform Services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the Hidalgo County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to Hidalgo County and the Program, any such claim(s) or action(s).

D. 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 performance in Hidalgo County, Texas.

E. 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.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the Program under this Agreement, the Program may terminate this

Agreement upon ninety (90) days written notice to Provider. Program agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement at the expiration of each budget period of Program pursuant to the provision of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1996).

I. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

J. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

K. Provider must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian.

L. Health Insurance Portability & Accountability Act of 1996 ("HIPPA"). Federal law and regulations governing the privacy of certain health information requires a "Business Associate Contract" between the Program and the Provider. 45 C.F.R. Section 164.504 (e). Attached and incorporated herein by reference and agreed to by the parties is a HIPAA Business Associate Addendum for HIPPA compliance. Terms of the Addendum shall be considered binding upon execution of this contract and shall remain in effect during the term of the contract including any extensions.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER: Amy Jane Hermansen
dba/Sign Language Services

BY: _____
Print Name

_____
Signature

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, L.L.P.

By: _____
Stephen L. Crain

Approved by Policy Council:
Approved by Commissioners' Court:

Exhibit A

Description of Special Services

The Provider agrees to provide any services deemed necessary to interpret to any and all families referred to the Provider by the Hidalgo County Head Start Program.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

The services provided by the Provider will include the following and in addition all services will be provided on schedule with Head Start 1308.4.

(a) Must be willing to travel within the County.
(b) Interpret at Monthly Parent Committee Meetings.
(c) Interpret as needed for children's applications.
(d) Interpret for Parent / Teacher home visits and Parent Conferences.
(e) Interpret for ARD / IEP Meetings
(f) Interpret at scheduled staffing and as needed for other functions.
(g) Provide trilingual interpretation.

The Provider agrees that it will permit the Executive Director of the Program (or designee) to examine and evaluate its scope of services provided under this contract and to inspect its records relating to said services, as they apply to clients of the Program.

Provider will also furnish the Hidalgo County Head Start Program such information as may be requested relating to the services herein described.

The Hidalgo County Head Start Program agrees to ensure that:

(a) Will honor the Provider's scheduling procedure, making every effort to coordinate referring schedules with the existing patient load of the Provider.

TERMS ON CONTRACT:

1. The provider shall commence services on, August 26, 2014 and shall complete services no later than July 31, 2015. **NOTE**: All initial referrals to be assessed within five (5) days of the date of referral.

2. The contract may be terminated by either party by providing thirty (30) days written notice to the other party.

3. Confidentiality: Each party shall maintain the confidentiality of information of the records of "Covered Person" in accordance with applicable state and federal laws and regulations of other applicable laws, and shall not divulge or release such information, Except as permitted by law and in accordance with a validity executed written release or upon lawful order of a court or public authority which order right to business. In the event of any such disclosure, the disclosing party shall immediately notify the other party in writing, detailing the circumstances and extent of such disclosure.

4. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must in HIPPA Compliance.

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is a part of the Contract effective as of August 26, 2013 between Amy Jane Hermansen dba Sign Language Services_ (the "Provider) and the Hidalgo County Head Start Program (the "Program"). For purposes of this Addendum the Program is referred to as "Covered Entity" or "CE" and the Provider is referred to as "Associate". Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

RECITALS

A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).

B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d-1320d-8 ("HIPAA") as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA")/HITECH Act (P.L. 111-005), and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162 and 164 (the "Privacy Rule") and other applicable laws, as amended.

C. As part of the HIPAA regulations, the Privacy Rule requires CE to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504 (e) of the Code of Federal Regulations ("C.F.R") and contained in this Addendum.

The parties agree as follows:

1. Definitions.

   a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy Rule at 45 C.F.R. Parts 160, 162 and 164, as amended. In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Contract, the Privacy Rule shall control. Where the provisions of this Contract differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Contract shall control.

   b. "Protected Health Information" or "PHI". means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which

there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F.R. Section 164.501.

c. "Protected Information" shall mean PHI provided by CE to Associate or created or received by Associate on CE's behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate's PHI

2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum. Associate accepts full responsibility for any penalties incurred as a result of Associate's breach of the Privacy Rule.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164,502(j)(l). To the extent that Associate discloses

c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall comply with the requirements of the Security Rules, 164.308, 164.310, 164.312, and 164.316. Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities.

d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this

Contract within five (5) business days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more subcontractors or agents to provide services under the Contract, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an agreement with Associate containing substantially the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent agreement. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to 45, C.F.R. Section 164.524.

g. Amendment of PHI. Within ten business (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or subcontractors shall be the responsibility of CE.

h. Accounting Rights. Within ten (10) business days of notice by CE of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528. As set forth in, and as limited by 45 C.F.R. Section 164.528, Associate shall not provide an accounting to CE of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.506;(ii) individuals of Protected Information about them as set forth in 45 C.F.R. Section 164.502; (iii) pursuant to an authorization as provided in 45 C. F. R. Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 C.F.R. Section 164.510; (v) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); (vi) to correctional

institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512 (k)(5); (vii) incident to a use or disclosure otherwise permitted by the Privacy Rule; (viii) as part of a limited data set under 45 C.F. R. Section 164.514(e); or (ix) disclosures prior to April 14, 2003. Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) business days of the receipt of the request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's compliance with the Privacy Rule. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule including, but not limited to 45 C.F.R. Sections 164.502(b) and 164.514 (d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the protected Information.

l. Retention of Protected Information. Except upon termination of the Contract as provided in Section 4(d) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.

m. Associate Insurance. Associate shall main casualty and liability insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g. occurrence

basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notification of Breach. During the term of this Contract, Associate shall notify CE within two business days of any suspected or actual breach of security, intrusion unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during the breach. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or waiver of CE's enforcement rights under the Contract.

p. Safeguards during Transmission. Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to CE pursuant to the Contract, in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by CE, and in accordance with any specifications set forth in Attachment A.

q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. 164.522, Associate will restrict the use or disclosure of an individual's Protected Information, provided Associate has agreed to such a restriction. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protect Information to an alternate address. Associate will

refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

3. Obligations of CE.

   a. Safeguards during Transmission. CE shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Contract, in accordance with standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.

   b. Notice of Changes. CE shall provide Associate with a copy of its notice of privacy practices produced in accordance with 45 C.F.R Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may affect Associate's use or disclosure of Protected Information. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE's website. Associate shall review CE's designated website for notice of changes to CE's HIPAA privacy policies and practices on the last day of each calendar quarter.

4. Termination.

   a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

      (1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, CE may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, CE may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

      (2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.

(3) Compensation. Payment for completed supplies delivered and accepted by CE shall be at the Contract price. In the event of a material breach under paragraph 4a, CE may withhold amounts due Associate as CE deems necessary to protect CE against loss from third party claims of improper use or disclosure and to reimburse CE for the excess costs incurred in procuring similar goods and services elsewhere.

(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.

b. Reasonable Steps to Cure Breach. If CE Knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then CE shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate the Contract, if feasible or (ii)if termination of this Contract is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.

c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPPA, the HIPPA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effective of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to CE that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Upon mutual agreement of CE and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the

protections of Sections 2(a)2(b), 2(c), 2(d) and 2(e) of this Addendum to such information and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law.

6. No waiver of Immunity. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now in effect or hereafter amended.

7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contract, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

10. Amendment.

    a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Privacy Rule, the final HIPAA Security regulations at 68 Fed. Reg. 8334 (Feb 20, 2003), 45 C.F.R. § 164.314 and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. CE

may terminate this Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

b. Amendment of Attachment A. Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE up to a maximum of 30 hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy or PHI, except where Associate or its subcontractor, employee or agent is a named adverse party.

12. No Third Party Beneficiaries. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4 (d) ("Effect of Termination") and Section 12 ("No Third Party Beneficiaries") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.

15. Representatives and Notice.

a. Representatives. For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives

for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the address set forth below.

Program/Covered Entity Representative:

Name: Teresa Flores
Title: Executive Director
Address: Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, Texas 78539

Provider/Business Associate Representative

Name: Amy Jane Hermansen dba Sign Language Services
Title: Certified Interpreter
Department and Division: Special Services
Address: 1409 Rio Grande St., San Juan, TX

Provider/Associate
Amy Jane Hermansen
Dba/Sign Language Services

By: _____
Print Name

_____
Signature

_____
Title Name

Program / Covered Entity
Hidalgo County Head Start Program

By: _____
Teresa Flores, Executive Director

South Texas Interpreters for the Deaf

CONTRACT FOR SERVICES
DISABILITY
C-14-003-08-26

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the 26th day of **August , 2014** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter the "Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and South Texas Interpreters for the Deaf, LLC. (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year on terms as maybe mutually agreed to by the parties. This Agreement terminates on the **31st** day of **July, 2015** or as provided herein.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is licensed to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the participants of the Program; and

WHEREAS, Program participants' (students) are examined and treated by the Provider; and

WHEREAS, the Provider will examine and treat the program participants on the terms and conditions hereinafter set forth; and

WHEREAS, the Provider and the Program mutually desire to outline their individual responsibilities with respect to the use and /or disclosure, safeguarding, and transmission of Protected Health Information ("PHI") and electronic Protected Health Information ("ePHI"), as mandated by the Privacy Rule and Security Rule (jointly referred to as "the Rules") under HIPAA and its implementing regulations at 45 C.F.R. Parts 160-164; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s)he is licensed by the State of Texas and qualified to perform and execute services described on Exhibit A attached hereto and incorporated herein at this point for all purpose (the "Services") provided in this Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated.

Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records which are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit, inspect records and reports, review services and /or evaluate the performance of

the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish review of its activities, services and expenditures billed to the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
Attn: Mrs. Elma Keller, Finance Director
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of Services rendered to the Program during the statement period. Upon receipt of said statement, the Program will process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent contractor and is not an employee of the Program or Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax,

withholding or social security tax liability which might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon thirty (30) days prior written by notice to the other party. Proper Notice shall be submitted through certified letter to:

If to Program: Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

If to Provider: South Texas Interpreters for the Deaf, LLC.
711 West Nolana Ave Ste. 104B
McAllen, TX 78504

6. Provider agrees to at all times be insured for professional liability, premises liability, auto liability insurance, and worker's compensation insurance covering his/her employee's activities and services to the Program in coverage limits not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Termination. The Program may terminate the Contract without cause on thirty (30) days written notice.

8. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform Services for the Program

under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omission(s) or any failure to perform any obligation(s) undertaken or any covenant(s) in this Agreement, and further, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement was the Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the Hidalgo County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to Hidalgo County and the Program, any such claim(s) or action(s).

D. 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 performance in Hidalgo County, Texas.

E. 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.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination of the Contract period at the such rate and terms as negotiated by the parties. A thirty (30) day written notice of intention to extend this agreement will be provided prior to its expiration by Hidalgo County Head Start Program.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the Program under this Agreement, the Program may terminate this

Agreement upon ninety (90) days written notice to Provider. Program agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement at the expiration of each budget period of Program pursuant to the provision of Tex. Loc. Govt. Code Ann. '271.903 (Vernon Supp. 1996).

I. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

J. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

K. Provider must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian.

L. Health Insurance Portability & Accountability Act of 1996 ("HIPPA"). Federal law and regulations governing the privacy of certain health information requires a "Business Associate Contract" between the Program and the Provider. 45 C.F.R. Section 164.504 (e). Attached and incorporated herein by reference and agreed to by the parties is a HIPAA Business Associate Addendum for HIPPA compliance. Terms of the Addendum shall be considered binding upon execution of this contract and shall remain in effect during the term of the contract including any extensions.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER: South Texas Interpreters for the Deaf, LLC.

BY: _____
Print Name

_____
Signature

_____
(Title)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, L.L.P.

By: _____
Stephen L. Crain

Approved by Policy Council:
Approved by Commissioners' Court:

Exhibit A

Description of Special Services

The Provider agrees to provide any services deemed necessary to interpret to any and all families referred to the Provider by the Hidalgo County Head Start Program.

The Provider agrees to continue such services until such time as the Executive Director of the Program (or designee) determine that there is no longer a need for the services.

The services provided by the Provider will include the following and in addition all services will be provided on schedule with Head Start 1308.4.

(a) Must be willing to travel within the County.
(b) Interpret at Monthly Parent Committee Meetings.
(c) Interpret as needed for children's applications.
(d) Interpret for Parent / Teacher home visits and Parent Conferences.
(e) Interpret for ARD / IEP Meetings
(f) Interpret at scheduled staffing and as needed for other functions.
(g) Provide trilingual interpretation.

The Provider agrees that it will permit the Executive Director of the Program (or designee) to examine and evaluate its scope of services provided under this contract and to inspect its records relating to said services, as they apply to clients of the Program.

Provider will also furnish the Hidalgo County Head Start Program such information as may be requested relating to the services herein described.

The Hidalgo County Head Start Program agrees to ensure that:

(a) Will honor the Provider's scheduling procedure, making every effort to coordinate referring schedules with the existing patient load of the Provider.

TERMS ON CONTRACT:

1. The provider shall commence services on, August 26, 2014 and shall complete services no later than July 31, 2015. **NOTE**: All initial referrals to be assessed within five (5) days of the date of referral.

2. The contract may be terminated by either party by providing thirty (30) days written notice to the other party.

3. Confidentiality: Each party shall maintain the confidentiality of information of the records of "Covered Person" in accordance with applicable state and federal laws and regulations of other applicable laws, and shall not divulge or release such information, Except as permitted by law and in accordance with a validity executed written release or upon lawful order of a court or public authority which order right to business. In the event of any such disclosure, the disclosing party shall immediately notify the other party in writing, detailing the circumstances and extent of such disclosure.

4. Providers must have a procedure to ensure that no information about a child is disclosed in a form that identifies the person without a signed Consent for Release of Information by the child's parent or legal guardian. All Business Associates must in HIPPA Compliance.

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") is a part of the Contract effective as of August 26, 2014 between South Texas Interpreters for the Deaf, LLC. (the "Provider) and the Hidalgo County Head Start Program (the "Program"). For purposes of this Addendum the Program is referred to as "Covered Entity" or "CE" and the Provider is referred to as "Associate". Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to "the Contract" or "this Contract" include this Addendum.

RECITALS

A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI") (defined below).

B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d-1320d-8 ("HIPAA") as amended by the American Recovery and Reinvestment Act of 2009 ("ARRA")/HITECH Act (P.L. 111-005), and its implementing regulations promulgated by the U.S. Department of Health and Human Services, 45 C.F.R. Parts 160, 162 and 164 (the "Privacy Rule") and other applicable laws, as amended.

C. As part of the HIPAA regulations, the Privacy Rule requires CE to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504 (e) of the Code of Federal Regulations ("C.F.R") and contained in this Addendum.

The parties agree as follows:

1. Definitions.

   a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy Rule at 45 C.F.R. Parts 160, 162 and 164, as amended. In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Contract, the Privacy Rule shall control. Where the provisions of this Contract differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Contract shall control.

   b. "Protected Health Information" or "PHI". means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which

there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 C.F.R. Section 164.501.

c. "Protected Information" shall mean PHI provided by CE to Associate or created or received by Associate on CE's behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate's PHI

2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum. Associate accepts full responsibility for any penalties incurred as a result of Associate's breach of the Privacy Rule.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164,502(j)(l). To the extent that Associate discloses

c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall comply with the requirements of the Security Rules, 164.308, 164.310, 164.312, and 164.316. Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities.

d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this

Contract within five (5) business days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more subcontractors or agents to provide services under the Contract, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an agreement with Associate containing substantially the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent agreement. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to 45, C.F.R. Section 164.524.

g. Amendment of PHI. Within ten business (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or subcontractors shall be the responsibility of CE.

h. Accounting Rights. Within ten (10) business days of notice by CE of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528. As set forth in, and as limited by 45 C.F.R. Section 164.528, Associate shall not provide an accounting to CE of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.506;(ii) individuals of Protected Information about them as set forth in 45 C.F.R. Section 164.502; (iii) pursuant to an authorization as provided in 45 C. F. R. Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 C.F.R. Section 164.510; (v) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); (vi) to correctional

institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512 (k)(5); (vii) incident to a use or disclosure otherwise permitted by the Privacy Rule; (viii) as part of a limited data set under 45 C.F. R. Section 164.514(e); or (ix) disclosures prior to April 14, 2003. Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) business days of the receipt of the request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's compliance with the Privacy Rule. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule including, but not limited to 45 C.F.R. Sections 164.502(b) and 164.514 (d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the protected Information.

l. Retention of Protected Information. Except upon termination of the Contract as provided in Section 4(d) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.

m. Associate Insurance. Associate shall main casualty and liability insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g. occurrence

basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notification of Breach. During the term of this Contract, Associate shall notify CE within two business days of any suspected or actual breach of security, intrusion unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired or disclosed during the breach. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or waiver of CE's enforcement rights under the Contract.

p. Safeguards during Transmission. Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to CE pursuant to the Contract, in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by CE, and in accordance with any specifications set forth in Attachment A.

q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. 164.522, Associate will restrict the use or disclosure of an individual's Protected Information, provided Associate has agreed to such a restriction. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protect Information to an alternate address. Associate will

refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

3. Obligations of CE.

   a. Safeguards during Transmission. CE shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Contract, in accordance with standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.

   b. Notice of Changes. CE shall provide Associate with a copy of its notice of privacy practices produced in accordance with 45 C.F.R Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may affect Associate's use or disclosure of Protected Information. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE's website. Associate shall review CE's designated website for notice of changes to CE's HIPAA privacy policies and practices on the last day of each calendar quarter.

4. Termination.

   a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

      (1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, CE may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, CE may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

      (2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.

(3) Compensation. Payment for completed supplies delivered and accepted by CE shall be at the Contract price. In the event of a material breach under paragraph 4a, CE may withhold amounts due Associate as CE deems necessary to protect CE against loss from third party claims of improper use or disclosure and to reimburse CE for the excess costs incurred in procuring similar goods and services elsewhere.

(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.

b. Reasonable Steps to Cure Breach. If CE Knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then CE shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate the Contract, if feasible or (ii)if termination of this Contract is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.

c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPPA, the HIPPA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effective of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to CE that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Upon mutual agreement of CE and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the

protections of Sections 2(a)2(b), 2(c), 2(d) and 2(e) of this Addendum to such information and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law.

6. No waiver of Immunity. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now in effect or hereafter amended.

7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contract, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

10. Amendment.

    a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Privacy Rule, the final HIPAA Security regulations at 68 Fed. Reg. 8334 (Feb 20, 2003), 45 C.F.R. § 164.314 and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. CE

may terminate this Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

b. Amendment of Attachment A. Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE up to a maximum of 30 hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy or PHI, except where Associate or its subcontractor, employee or agent is a named adverse party.

12. No Third Party Beneficiaries. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4 (d) ("Effect of Termination") and Section 12 ("No Third Party Beneficiaries") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.

15. Representatives and Notice.

a. Representatives. For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives

for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the address set forth below.

Program/Covered Entity Representative:

Name: Teresa Flores
Title: Executive Director
Address: Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, Texas 78539

Provider/Business Associate Representative

Name: South Texas Interpreters for the Deaf, LLC.
Title: Certified Interpreter
Department and Division: Special Services
Address: 711 West Nolana Ave. Ste. 104B McAllen, TX 78504

Provider/Associate
South Texas Interpreters for the Deaf, LLC.

By: _____
Print Name

_____
Signature

_____
Title Name

Program /Covered Entity
Hidalgo County Head Start Program

By: _____
Teresa Flores, Executive Director

AI-46025 **Head Start 14. D.**

CC - REGULAR

Meeting Date: 08/25/2014

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 Entities Listed on the Attached List

BACKGROUND

Policy Council Approval: 08.20.14

Attachments

MOUs w Different Entities

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/15/2014 03:19 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Linda Galaviz Started On: 08/15/2014 01:57 PM

Final Approval Date: 08/21/2014

Hidalgo County Head Start Program
Policy Council Agenda

DATE: August 20, 2014

SUBJECT: Presentation for Discussion, Consideration and Approval to Enter into a Memorandum of Understanding (MOU) Between Hidalgo County Head Start Program and the Entities Listed on the Attached List

RATIONALE/NEED: Memorandum of Understanding (MOU) is to collaborate with the Local Education Agencies (LEA), College, University and Local Community Agencies in assisting the Head Start Children and 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

Memorandum of Understanding

#	ENTITY	SERVICE	TERM
1	Donna ISD	To evaluate, identify and serve children with disabilities	2014-2015 School Year
2	Edcouch-Elsa ISD	To evaluate, identify and serve children with disabilities	2014-2015 School Year
3	Edinburg CISD	To evaluate, identify and serve children with disabilities	2014-2015 School Year
4	Edinburg CISD - Texas Readiness TLI	To provide literacy education to improve school readiness	2014-2015 School Year
5	Hidalgo ISD	To evaluate, identify and serve children with disabilities	2014-2015 School Year
6	La Joya ISD	To evaluate, identify and serve children with disabilities	2014-2015 School Year
7	McAllen ISD	To evaluate, identify and serve children with disabilities	2014-2015 School Year
8	Mercedes ISD	To evaluate, identify and serve children with disabilities	2014-2015 School Year
9	Mercedes ISD TLI	To provide literacy education to improve school readiness	2014-2015 School Year
10	Mission CISD	To evaluate, identify and serve children with disabilities	2014-2015 School Year
11	Progreso ISD	To evaluate, identify and serve children with disabilities	2014-2015 School Year
12	PSJA ISD	To evaluate, identify and serve children with disabilities	2014-2015 School Year
13	Sharyland ISD	To evaluate, identify and serve children with disabilities	2014-2015 School Year
14	Valley View ISD	To evaluate, identify and serve children with disabilities	2014-2015 School Year
15	Valley View ISD SRI	To provide resources sharing, in-service training and joint training for staff and parents	2014-2015 School Year
16	Weslaco ISD	To evaluate, identify and serve children with disabilities	2014-2015 School Year
17	AVANCE Colonia's Early Head Start Program	To provide jointly coordinated delivery of services	2014-2015 School Year
18	Community Development Corporation of Brownsville & Community Resource Group, Inc.	To provide training and development of financial literacy	2014-2015 School Year
19	County of Hidalgo Community Service Agency	To provide social services, assistance in housing, medical services, etc. to Head Start families	2014-2015 School Year
20	Easter Seals ECI	To provide jointly coordinated services to children wth disabilities	2014-2015 School Year
21	Hidalgo County WIC Program	To assist with referrals and review of Program Plans	2014-2015 School Year
22	Foster Grandparent Program of the Lower Rio Grand Valley	To provide training & resources for foster grandparents assisting in the Head Start classrooms	2014-2015 School Year
23	Mujeres Unidas	Provide emotional & physical support & shelter to families	2014-2015 School Year
24	Partners Resource Network, Inc. - TEAM PROJECT	To provide training for families with children with disabilities	2014-2015 School Year
25	Region One Education Service Center Child Find/Child Serve	To provide resources, assistance and training for families with children with disabilities	2014-2015 School Year
26	Region One Education Service Center Early Childhood Intervention Program (ECI)	To provide jointly coordinated services to children with disabilities	2014-2015 School Year
27	South Texas College	To provide GED training and other educational services to Head Start parents	2014-2015 School Year
28	Texas A&M AgriLife Extension	To provide Parent Nutrition Classes & Review of Program Plans	2014-2015 School Year
29	Texas Attorney General	Educate parents on child support services	2014-2015 School Year
30	University of Texas Pan American-Coordinated Program in Dietetics	To assist with Program Plan-Menus, Child Nutrition Forms and to provide student interns in the Head Start program	2014-2015 School Year

MOU
Donna ISD

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Donna Independent School District

The Hidalgo County Head Start Program (HCHSP) and Donna Independent School District (DISD) agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth in the following document shall constitute the entire agreement between the HCHSP and DISD may not be amended except by a written document signed by HCHSP and DISD.

Donna Independent School District "DISD" will:

A. Diagnose and document of children referred from the HCHSP upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.

B. At the discretion of the parent(s) notify the HCHSP's staff in writing of the IEP meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.

C. Access to special education and related services provided by the DISD within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.

D. In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

E. Provide necessary special education and related services in accordance with the state and federal statues and regulations to dually enrolled children.

F. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

G. Provide on-site (at Head Start Center) services when deemed appropriate.

H. Provide the HCHSP with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.

I. Address transition on IEP for those children exiting Head Start and enrolling with LEA.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Special Education and related services will be provided by personnel meeting state licensure qualifications.

Hidalgo County Head Start "HCHSP" will:

A. Assist the Donna ISD in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.).

B. Participate in joint training for staff and parents.

C. Secure parental consent for referral to Local Education Agency (LEA) after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.

D. Address transition on Individual Education Plans (IEP) for those children exiting Head Start and enrolling with LEA.

E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

F. Participate in the DISD's December 1st child count as appropriate.

G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.

H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.

I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as **confidential**. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Donna Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.
- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This agreement is in effect for the 2014-2015 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: Donna Independent School District and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

Donna I.S.D.

_____ *Rene Reyna, Superintendent of Schools*

Authorized Signature *Date* *Print Name and Title*

_____ *Dr. Diana Villanueva, Special Education Director*

Authorized Signature *Date* *Print Name and Title*

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date Date

ATTEST:

_____

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

MOU
Edcouch ISD

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Edcouch-Elsa Independent School District

The Hidalgo County Head Start Program (HCHSP) and Edcouch-Elsa Independent School District (EEISD) agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth in the following document shall constitute the entire agreement between the HCHSP and EEISD may not be amended except by a written document signed by HCHSP and EEISD.

Edcouch-Elsa Independent School District "EEISD" will:

A. Diagnose and document children referred from the HCHSP upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.

B. At the discretion of the parent(s) notify the HCHSP's staff in writing of the IEP meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.

C. Access to special education and related services provided by the EEISD within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.

D. In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

E. Provide necessary special education and related services in accordance with the state and federal statues and regulations to dually enrolled children.

F. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

G. Provide on-site (at Head Start Center) services when deemed appropriate.

H. Provide the HCHSP with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.

I. Address transition on IEP for those children exiting Head Start and enrolling with LEA.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Special Education and related services will be provided by personnel meeting state licensure qualifications.

Hidalgo County Head Start "HCHSP" will:

A. Assist the Edcouch-Elsa ISD in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.).

B. Participate in joint training for staff and parents.

C. Secure parental consent for referral to Local Education Agency (LEA) after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.

D. Address transition on Individual Education Plans (IEP) for those children exiting Head Start and enrolling with LEA.

E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

F. Participate in the EEISD's December 1st child count as appropriate.

G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.

H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.

I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Edcouch-Elsa Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.
- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This agreement is in effect for the 2014-2015 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: Edcouch-Elsa Independent School District and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

Edcouch-Elsa I.S.D.

_____ _____

Authorized Signature *Date*

Dr. Richard Rivera, Superintendent of Schools
Print Name and Title

_____ _____

Authorized Signature *Date*

Virginio Gonzalez, Special Education Director
Print Name and Title

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date

Date

ATTEST:

_____

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

MOUs
Edinburg CISD

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Edinburg Consolidated Independent School District

The Hidalgo County Head Start Program (HCHSP) and Edinburg Consolidated Independent School District (ECISD) agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth in the following document shall constitute the entire agreement between the HCHSP and ECISD may not be amended except by a written document signed by HCHSP and ECISD.

Edinburg Consolidated Independent School District "ECISD" will:

A. Diagnose and document children referred from the HCHSP upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.

B. At the discretion of the parent(s) notify the HCHSP's staff in writing of the IEP meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.

C. Access to special education and related services provided by the ECISD within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.

D. In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

E. Provide necessary special education and related services in accordance with the state and federal statues and regulations to dually enrolled children.

F. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

G. Provide on-site (at Head Start Center) services when deemed appropriate.

H. Provide the HCHSP with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.

I. Address transition on IEP for those children exiting Head Start and enrolling with LEA.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Special Education and related services will be provided by personnel meeting state licensure qualifications.

Hidalgo County Head Start "HCHSP" will:

A. Assist the ECISD in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.).

B. Participate in joint training for staff and parents.

C. Secure parental consent for referral to Local Education Agency (LEA) after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.

D. Address transition on Individual Education Plans (IEP) for those children exiting Head Start and enrolling with LEA.

E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

F. Participate in the ECISD's December 1st child count as appropriate.

G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.

H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.

I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as **confidential**. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Edinburg Consolidated Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.
- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This agreement is in effect for the 2014-2015 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: Edinburg Consolidated Independent School District and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

Edinburg C.I.S.D.

_____ *Dr. Rene Gutierrez, Superintendent of Schools*

Authorized Signature *Date* *Print Name and Title*

_____ *Alida Suarez, Special Education Director*

Authorized Signature *Date* *Print Name and Title*

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date Date

ATTEST:

_____

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

Memorandum of Understanding Between

Edinburg Consolidated Independent School District

And

Hidalgo County Head Start Program

I. Purpose of the Memorandum of Understanding "MOU"

The purpose of this MOU is to establish a working arrangement between Edinburg Consolidated Independent School District (Edinburg CISD) and Hidalgo County Head Start Program to fulfill the partnership commitment as stipulated in the Texas Literacy Initiative (TLI) Grant provided by the Texas Education Agency (TEA) and described herein as the TLI School READiness Program.

This MOU supports a variety of activities, which aims to assist the Hidalgo County Head Start with its pre-literacy initiatives for 3 to 4 year olds and professional development for the teachers that are associated with the pre-literacy initiatives. As indicated in this MOU, The Edinburg CISD and the Hidalgo County Head Start will collaborate on the service that will enable each entity to increase the oral language and pre-literacy skills of participating preschool children.

This MOU represents the intent between the parties to work together to:

- Increase the oral language and pre-literacy of participating preschool children.
- Provide instructional service to 3 to 4 year olds.
- Offer teachers professional development for successful implementation of strategies learned,
- Provide teachers with the resources and tools needed to accomplish program goals.
- Offer staff just compensation for extra duties associated with the program implementation and management.
- Administer readiness assessments for preschool children as required by Texas Education Agency-TLI Grant.
- Implement and manage program activities, efficiently and effectively.

II. Background

The purpose to the Texas Literacy Initiative is to improve school readiness success in the areas of language and literacy for disadvantaged students in targeted school districts, including their associated early childhood educators. Through the use of a Literacy Line model, the Edinburg CISD and Hidalgo County Head Start Program will collaborate to implement the Texas State Literacy Plan which is intended to provide instructional and programming alignment for language, pre-literacy, and literacy development and ease the transition for children across their entire learning careers. This partnership is necessary because to have a fully articulated Literacy Line, it must include all levels: age zero to school entry, elementary, middle and high school(s).

III. Collaborative Objectives and Acknowledgements

The Edinburg CISD and the Hidalgo County Head Start Program will create both prescriptive and customized services that facilitate the needs and primary goals of the grant for birth to preschool children. Specifically, the scope of work and services shall be focused on increasing the oral language and pre-literacy skills of participating preschool children at Hidalgo County Head Start Program.

Hidalgo County Head Start Program and services that have been authorized by the TEA to facilitate this grant and assist in meeting these goals are the following:

1. Technical assistance and support from TLI leaders of the Texas Education Agency that include Education Service Centers, The Children's Learning Institute and the University of Texas Health Science Center at Houston, the Institute of Public School Initiatives at the University of Texas at Austin, and the Vaughn Gross Center for Reading and Language Arts at The University of Texas at Austin.

2. Attend state-provided professional development training to support the Texas Literacy Initiative to include; (but not limited to)
    - Texas Literacy initiative Leadership Summit (face-to-face summit to outline goals/expectations for period of grant)
    - Participate in online training in Project Share, course facilitation, and building support structures for TLI-12 week course module based on Lasers (Leadership, Assessment, Standards-based instruction, Effective instructional framework, Reporting and accountability, Sustainability)
    - TLI Summer Institute (2 ½ days evidence base professional development)

3. Conduct at least three date analysis meetings each fiscal year and communicate results to Edinburg CISD Project Manager at least ten days after completing the analysis.

4. Participate in Project Share.

5. Implement a comprehensive literacy program that addresses what is known from evidence about developmental factors and instructional practices critical for all children to become readers and writers.

The specific services and programs which the Hidalgo County Head Start Program will provide are stipulated in section V.

IV. Responsibilities of Edinburg CISD

Edinburg CISD is establishing this memorandum with Hidalgo County Head Start Program to implement TLI grant activities to improve the pre-literacy skills of 0-4 year olds and ease their transition into our schools. The Edinburg CISD will allocate $70,000 to assist Hidalgo County Head Start Program in implementing the activities stipulated within this MOU. Hidalgo County Head Start Program will be on a cost reimbursement basis. The Edinburg CISD will reimburse Hidalgo County Head Start no more often than monthly for allowable costs incurred.

1. Collaboration with Hidalgo County Head Start to enhance their instruction by acquiring sets of literary materials and other curriculum resources.

2. Equip Hidalgo County Head Start Program with the required technologies and hardware to ensure effective implementation of the curriculum.

3. Provide training for all technology hardware equipment purchased. Teachers will not receive the equipment until after they attend the required trainings.

4. Provide technical assistance and training to increase the use of data and data analysis.

5. To ensure fidelity at Hidalgo County Head Start, we will verify and review the relevance and accuracy of the information provided.

V. Responsibilities of Hidalgo County Head Start Program

The Hidalgo County Head Start Program agrees to service the school with its resources, programs, consultative services, and expertise regarding the delivery of a consolidated suite of tools and program including:

1. Establish and implement a comprehensive literacy development and educating program to advance pre-literacy skills in students from birth through 4 year olds, including limited-English-proficient students and students with disabilities.

2. Use such funds for services and activities using research-based methods that have characteristics of improving classroom literacy instruction and practice.

3. Prepare eligible children of the Edinburg CISD community to enter kindergarten on or above grade level and ready to benefit from the full array of public educational services to keep them on grade level in kindergarten and beyond.

4. Participate in Project Share.

5. Provide a professional development plan for educators that are age and developmentally appropriate for the age of the child served by the educator.

6. Monitor outcomes by collecting and reporting applicable data.
    - The percentage of participating four year old children who achieve significant gains on an assessment of letter knowledge, vocabulary, phonological awareness, and oral language skills.

    - Disaggregate data for disadvantaged children, including economically disadvantaged children, limited-English-proficient children, and children with disabilities, who achieve significant gains on an assessment of letter knowledge, vocabulary, phonological awareness, and oral language skills.

    - To ensure accountability for implementation, teachers will submit adequate documentation that evidences completion of tasks and attainment of academic performance.

7. Invoice the Edinburg CISD on the 15th of each month for allowable cost incurred in the performance of the activities contemplated in the Agreement. All invoices submitted will include a reference to this MOU, supporting documentation (i.e., copy of receipts), and certification as to truth and accuracy of invoice.

VI. Effective Date and Signature

This Memorandum of understanding shall be effective upon the signature of Edinburg CISD and Hidalgo County Head Start Program authorized officials.

The services and terms of this MOU will cover the following dates: September 1, 2014- August 31, 2015.

VII. Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Edinburg C.I.S.D.

_____ *Dr. Rene Gutierrez, Superintendent of Schools*

Authorized Signature *Date* *Print Name and Title*

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date Date

ATTEST:

_____

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

MOU
Hidalgo ISD

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Hidalgo Independent School District

The Hidalgo County Head Start Program (HCHSP) and Hidalgo Independent School District (HISD) agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth in the following document shall constitute the entire agreement between the HCHSP and HISD may not be amended except by a written document signed by HCHSP and HISD.

Hidalgo Independent School District "HISD" will:

A. Diagnose and document children referred from the HCHSP upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.

B. At the discretion of the parent(s) notify the HCHSP's staff in writing of the IEP meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.

C. Access to special education and related services provided by the ECISD within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.

D. In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

E. Provide necessary special education and related services in accordance with the state and federal statues and regulations to dually enrolled children.

F. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

G. Provide on-site (at Head Start Center) services when deemed appropriate.

H. Provide the HCHSP with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.

I. Address transition on IEP for those children exiting Head Start and enrolling with LEA.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Special Education and related services will be provided by personnel meeting state licensure qualifications.

Hidalgo County Head Start "HCHSP" will:

A. Assist the HISD in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.).

B. Participate in joint training for staff and parents.

C. Secure parental consent for referral to Local Education Agency (LEA) after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.

D. Address transition on Individual Education Plans (IEP) for those children exiting Head Start and enrolling with LEA.

E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

F. Participate in the HISD's December 1st child count as appropriate.

G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.

H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.

I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Hidalgo Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:
This agreement is in effect for the 2014-2015 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: Hidalgo Independent School District and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

Hidalgo I.S.D.

_____ *Martin Pena, Interim Superintendent*

Authorized Signature *Date* *Print Name and Title*

_____ *Rebecca Rodriguez, Special Education Director*

Authorized Signature *Date* *Print Name and Title*

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date Date

ATTEST:

_____

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

MOU
La Joya ISD

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

La Joya Independent School District

The Hidalgo County Head Start Program (HCHSP) and La Joya Independent School District (La Joya ISD) agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth in the following document shall constitute the entire agreement between the HCHSP and La Joya ISD may not be amended except by a written document signed by HCHSP and La Joya ISD.

La Joya Independent School District "La Joys ISD" will:

A. Diagnose and document children referred from the HCHSP upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.

B. At the discretion of the parent(s) notify the HCHSP's staff in writing of the IEP meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.

C. Access to special education and related services provided by the La Joya ISD within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.

D. In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

E. Provide necessary special education and related services in accordance with the state and federal statues and regulations to dually enrolled children.

F. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

G. Provide on-site (at Head Start Center) services when deemed appropriate.

H. Provide the HCHSP with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.

I. Address transition on IEP for those children exiting Head Start and enrolling with LEA.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Special Education and related services will be provided by personnel meeting state licensure qualifications.

Hidalgo County Head Start "HCHSP" will:

A. Assist the La Joya ISD in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.).

B. Participate in joint training for staff and parents.

C. Secure parental consent for referral to Local Education Agency (LEA) after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.

D. Address transition on Individual Education Plans (IEP) for those children exiting Head Start and enrolling with LEA.

E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

F. Participate in the La Joya ISD's December 1st child count as appropriate.

G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.

H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.

I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between La Joya Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This agreement is in effect for the 2014-2015 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: La Joya Independent School District and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

La Joya I.S.D.

_____ *Dr. Alda Benavides, Superintendent*
Authorized Signature *Date* *Print Name and Title*

_____ *Andrea Garza, Special Education Director*
Authorized Signature *Date* *Print Name and Title*

Hidalgo County Head Start Program

_____ _____
Honorable Ramon Garcia Teresa Flores, Executive Director
Hidalgo County Judge Hidalgo County Head Start Program

_____ _____
Date Date

ATTEST:

_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

MOU
McAllen ISD

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

McAllen Independent School District

The Hidalgo County Head Start Program (HCHSP) and McAllen Independent School District (MISD) agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth in the following document shall constitute the entire agreement between the HCHSP and MISD may not be amended except by a written document signed by HCHSP and MISD.

McAllen Independent School District "MISD" will:

A. Diagnose and document children referred from the HCHSP upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.

B. At the discretion of the parent(s) notify the HCHSP's staff in writing of the IEP meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.

C. Access to special education and related services provided by the MISD within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.

D. In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

E. Provide necessary special education and related services in accordance with the state and federal statues and regulations to dually enrolled children.

F. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

G. Provide on-site (at Head Start Center) services when deemed appropriate.

H. Provide the HCHSP with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.

I. Address transition on IEP for those children exiting Head Start and enrolling with LEA.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Special Education and related services will be provided by personnel meeting state licensure qualifications.

Hidalgo County Head Start "HCHSP" will:

A. Assist the MISD in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.).

B. Participate in joint training for staff and parents.

C. Secure parental consent for referral to Local Education Agency (LEA) after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.

D. Address transition on Individual Education Plans (IEP) for those children exiting Head Start and enrolling with LEA.

E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

F. Participate in the MISD's December 1st child count as appropriate.

G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.

H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.

I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between McAllen Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This agreement is in effect for the 2014-2015 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: McAllen Independent School District and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

McAllen I.S.D.

_____ *James J. Ponce, Ed. D., Superintendent*
Authorized Signature *Date* *Print Name and Title*

_____ *Sherry Mays, Special Education Director*
Authorized Signature *Date* *Print Name and Title*

Hidalgo County Head Start Program

_____ _____
Honorable Ramon Garcia Teresa Flores, Executive Director
Hidalgo County Judge Hidalgo County Head Start Program

_____ _____
Date Date

ATTEST:

_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

MOUs
Mercedes ISD

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Mercedes Independent School District

The Hidalgo County Head Start Program (HCHSP) and Mercedes Independent School District (MISD) agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth in the following document shall constitute the entire agreement between the HCHSP and MISD may not be amended except by a written document signed by HCHSP and MISD.

Mercedes Independent School District "MISD" will:

A. Diagnose and document children referred from the HCHSP upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.

B. At the discretion of the parent(s) notify the HCHSP's staff in writing of the IEP meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.

C. Access to special education and related services provided by the MISD within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.

D. In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

E. Provide necessary special education and related services in accordance with the state and federal statues and regulations to dually enrolled children.

F. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

G. Provide on-site (at Head Start Center) services when deemed appropriate.

H. Provide the HCHSP with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.

I. Address transition on IEP for those children exiting Head Start and enrolling with LEA.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Special Education and related services will be provided by personnel meeting state licensure qualifications.

Hidalgo County Head Start "HCHSP" will:

A. Assist the MISD in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.).

B. Participate in joint training for staff and parents.

C. Secure parental consent for referral to Local Education Agency (LEA) after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.

D. Address transition on Individual Education Plans (IEP) for those children exiting Head Start and enrolling with LEA.

E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

F. Participate in the MISD's December 1st child count as appropriate.

G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.

H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.

I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Mercedes Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.
- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This agreement is in effect for the 2014-2015 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: Mercedes Independent School District and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

Mercedes I.S.D.

_____	*Dr. Daniel Trevino, Jr., Superintendent*
Authorized Signature Date	*Print Name and Title*
_____	*Paulita Guzman, Special Education Director*
Authorized Signature Date	*Print Name and Title*

Hidalgo County Head Start Program

_____	_____
Honorable Ramon Garcia Hidalgo County Judge	Teresa Flores, Executive Director Hidalgo County Head Start Program
_____	_____
Date	Date

ATTEST:

_____

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Mercedes Independent School District

Hidalgo County Head Start Program (HCHSP) and Mercedes Independent School District (MISD) agree to provide educational services to struggling students 3-4 years old who are deemed eligible for pre-kindergarten education services as set out herein.

The terms and conditions set forth in the following document shall constitute the entire agreement between HCHSP and MISD and may not be amended except by a written document signed by HCHSP and MISD.

Mercedes Independent School District "MISD" will provide:

- Texas Literacy Initiative (TLI) certified Early Childhood teachers to provide services on a set schedule.
    - Each TLI teacher will be assigned IPADS for small group instruction.
- Supplemental materials and supplies purchased as needed to accommodate struggling student instruction.
- A Parent Specialist to coordinate efforts between MISD and HCHSP to include consultation with teachers and/or director.
    - Will assist/ensure:
        - Data collection is done appropriately and on a timely basis.
        - Required assessments and evaluation data is completed and maintained.
        - Data documentation is filed with grant director for security.
- A Program Coordinator for consultations and site visits.
- Opportunity for Hidalgo County Head Start Program staff to participate in staff development provided by Texas Literacy Initiative.
- Parent training information (i.e. events and/or informative meetings to involve and educate parents). Specific topics may be requested through parent specialist.
- Assistance to complete appropriate reports and documentation to meet grant requirements.
- TLI teacher weekly planning/preparation periods.
- C-PALLS assessment.

MISD TLI Staff will:

- Follow appropriate HCHSP dress code policy.
- Report to Hidalgo County Head Start Program at the times set forth in the approved schedule.
- Utilized the allotted time for student instruction.
- Collaborate with Hidalgo County Head Start Program teachers;
    - To monitor/review student progress every three (3) to (6) weeks.
    - To use results to create/update lesson plans specific to student needs.

Hidalgo County Head Start Program "HCHSP" will provide:

- A site director to coordinate efforts between MISD and HCHSP.
- A classroom area to accommodate TLI teacher for small group instruction.
- A curriculum that is planned around play activities that support early literacy.
- Information to the TLI staff concerning times and dates of yearly calendar.
- Opportunities for HCHSP staff to attend MISD workshops.
- A child care facility licensed by the State of Texas.
- Information to MISD of any change in its license status.
- A copy of the current child care license.
- Documentation of completed report to the Kindergarten Readiness System.
- Letter of support to MISD.

Collaboration Efforts:

- MISD TLI personnel and HCHSP will participate in ongoing problem solving and evaluation of implementation.
- Meeting between the site director and TLI director will take place beginning of the year (BOY), Middle of the year (MOY), and End of the year (EOY).
    - To establish a consistent early literacy line to meet the language and literacy need of disadvantaged students.
    - To create vertical alignment for 0–4 that is appropriate to Texas Pre-Kindergarten guidelines.

Miscellaneous Provisions:

- This agreement shall not benefit or obligate any person or entity who is not a party.
  The parties shall cooperate fully in opposing any attempt by any third party to claim any benefit, protection or other consideration under this agreement.
- Any notice required under this agreement must be in writing and be directed to the following persons: Mercedes Independent School District, and Hidalgo County Head Start Program
- Both parties agree to abide by the rules and regulations or standards set forth by both law and regulatory agencies.
- This agreement may not be assigned by either party without the prior written consent of the other party.

Termination:

MISD may terminate the agreement with or without cause, by giving 10 days written notice to HCHSP.

Term:

This agreement is in effect from August 25, 2014 through May 29, 2015, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: Mercedes Independent School District and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

Mercedes I.S.D.

_____ *Dr. Daniel Trevino, Jr., Superintendent*

Authorized Signature *Date* *Print Name and Title*

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date Date

ATTEST:

_____

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

MOU
Mission CISD

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Mission Consolidated Independent School District

The Hidalgo County Head Start Program (HCHSP) and Mission Consolidated Independent School District (MCISD) agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth in the following document shall constitute the entire agreement between the HCHSP and MCISD may not be amended except by a written document signed by HCHSP and MCISD.

Mission Consolidated Independent School District "MCISD" will:

A. Diagnose and document children referred from the HCHSP upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.

B. At the discretion of the parent(s) notify the HCHSP's staff in writing of the IEP meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.

C. Access to special education and related services provided by the MCISD within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.

D. In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

E. Provide necessary special education and related services in accordance with the state and federal statues and regulations to dually enrolled children.

F. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

G. Provide on-site (at Head Start Center) services when deemed appropriate.

H. Provide the HCHSP with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.

I. Address transition on IEP for those children exiting Head Start and enrolling with LEA.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Special Education and related services will be provided by personnel meeting state licensure qualifications.

Hidalgo County Head Start "HCHSP" will:

A. Assist the MCISD in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.).

B. Participate in joint training for staff and parents.

C. Secure parental consent for referral to Local Education Agency (LEA) after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.

D. Address transition on Individual Education Plans (IEP) for those children exiting Head Start and enrolling with LEA.

E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

F. Participate in the MCISD's December 1st child count as appropriate.

G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.

H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.

I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Mission Consolidated Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This agreement is in effect for the 2014-2015 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: Mission Consolidated Independent School District and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

Mission C.I.S.D.

_____ *Ricardo Lopez, Superintendent*
Authorized Signature *Date* *Print Name and Title*

_____ *Carolina Campos, Special Education Director*
Authorized Signature *Date* *Print Name and Title*

Hidalgo County Head Start Program

_____ _____
Honorable Ramon Garcia Teresa Flores, Executive Director
Hidalgo County Judge Hidalgo County Head Start Program

_____ _____
Date Date

ATTEST:

_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

MOU
Progreso ISD

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Progreso Independent School District

The Hidalgo County Head Start Program (HCHSP) and Progreso Independent School District (Progreso ISD) agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth in the following document shall constitute the entire agreement between the HCHSP and Progreso ISD may not be amended except by a written document signed by HCHSP and Progreso ISD.

Progreso Independent School District "Progreso ISD" will:

A. Diagnose and document children referred from the HCHSP upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.

B. At the discretion of the parent(s) notify the HCHSP's staff in writing of the IEP meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.

C. Access to special education and related services provided by the Progreso ISD within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.

D. In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

E. Provide necessary special education and related services in accordance with the state and federal statues and regulations to dually enrolled children.

F. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

G. Provide on-site (at Head Start Center) services when deemed appropriate.

H. Provide the HCHSP with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.

I. Address transition on IEP for those children exiting Head Start and enrolling with LEA.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Special Education and related services will be provided by personnel meeting state licensure qualifications.

Hidalgo County Head Start "HCHSP" will:

A. Assist the Progreso ISD in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.).

B. Participate in joint training for staff and parents.

C. Secure parental consent for referral to Local Education Agency (LEA) after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.

D. Address transition on Individual Education Plans (IEP) for those children exiting Head Start and enrolling with LEA.

E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

F. Participate in the Progreso ISD's December 1st child count as appropriate.

G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.

H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.

I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Progreso Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.
- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This agreement is in effect for the 2014-2015 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: Progreso Independent School District and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

Progreso I.S.D.

_____ *Dr. Fernando Castillo, Superintendent*
Authorized Signature *Date* *Print Name and Title*

_____ *Aracely Navarro, Special Education Director*
Authorized Signature *Date* *Print Name and Title*

Hidalgo County Head Start Program

_____ _____
Honorable Ramon Garcia Teresa Flores, Executive Director
Hidalgo County Judge Hidalgo County Head Start Program

_____ _____
Date Date

ATTEST:

_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

MOU
P-SJ-A ISD

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Pharr-San Juan-Alamo Independent School District

The Hidalgo County Head Start Program (HCHSP) and Pharr-San Juan-Alamo Independent School District (P-SJ-A ISD) agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth in the following document shall constitute the entire agreement between the HCHSP and P-SJ-A ISD may not be amended except by a written document signed by HCHSP and P-SJ-A ISD.

Pharr-San Juan-Alamo Independent School District "P-SJ-A ISD" will:

A. Diagnose and document children referred from the HCHSP upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.

B. At the discretion of the parent(s) notify the HCHSP's staff in writing of the IEP meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.

C. Access to special education and related services provided by the P-SJ-A ISD within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.

D. In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

E. Provide necessary special education and related services in accordance with the state and federal statues and regulations to dually enrolled children.

F. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

G. Provide on-site (at Head Start Center) services when deemed appropriate.

H. Provide the HCHSP with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.

I. Address transition on IEP for those children exiting Head Start and enrolling with LEA.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Special Education and related services will be provided by personnel meeting state licensure qualifications.

Hidalgo County Head Start "HCHSP" will:

A. Assist the P-SJ-A ISD in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.).

B. Participate in joint training for staff and parents.

C. Secure parental consent for referral to Local Education Agency (LEA) after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.

D. Address transition on Individual Education Plans (IEP) for those children exiting Head Start and enrolling with LEA.

E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

F. Participate in the P-SJ-A ISD's December 1st child count as appropriate.

G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.

H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.

I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Pharr-San Juan-Alamo Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This agreement is in effect for the 2014-2015 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: Pharr-San Juan-Alamo Independent School District and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

Pharr-San Juan-Alamo I.S.D.

_____ *Dr. Daniel King, Superintendent*
Authorized Signature *Date* *Print Name and Title*

_____ *Itza Flores, Special Education Director*
Authorized Signature *Date* *Print Name and Title*

Hidalgo County Head Start Program

_____ _____
Honorable Ramon Garcia Teresa Flores, Executive Director
Hidalgo County Judge Hidalgo County Head Start Program

_____ _____
Date Date

ATTEST:

_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

MOU
Sharyland ISD

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Sharyland Independent School District

The Hidalgo County Head Start Program (HCHSP) and Sharyland Independent School District (Sharyland ISD) agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth in the following document shall constitute the entire agreement between the HCHSP and Sharyland ISD may not be amended except by a written document signed by HCHSP and Sharyland ISD.

Sharyland Independent School District (Sharyland ISD" will:

A. Diagnose and document children referred from the HCHSP upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.

B. At the discretion of the parent(s) notify the HCHSP's staff in writing of the IEP meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.

C. Access to special education and related services provided by the Sharyland ISD within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.

D. In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

E. Provide necessary special education and related services in accordance with the state and federal statues and regulations to dually enrolled children.

F. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

G. Provide on-site (at Head Start Center) services when deemed appropriate.

H. Provide the HCHSP with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.

I. Address transition on IEP for those children exiting Head Start and enrolling with LEA.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Special Education and related services will be provided by personnel meeting state licensure qualifications.

Hidalgo County Head Start "HCHSP" will:

A. Assist the Sharyland ISD in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.).

B. Participate in joint training for staff and parents.

C. Secure parental consent for referral to Local Education Agency (LEA) after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.

D. Address transition on Individual Education Plans (IEP) for those children exiting Head Start and enrolling with LEA.

E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

F. Participate in the Sharyland ISD's December 1st child count as appropriate.

G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.

H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.

I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Sharyland Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.
- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This agreement is in effect for the 2014-2015 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: Sharyland Independent School District and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

Sharyland I.S.D.

_____ *Dr. Virginia N. Richter, Superintendent*
Authorized Signature *Date* *Print Name and Title*

_____ *Debra Alaniz, Special Education Director*
Authorized Signature *Date* *Print Name and Title*

Hidalgo County Head Start Program

_____ _____
Honorable Ramon Garcia Teresa Flores, Executive Director
Hidalgo County Judge Hidalgo County Head Start Program

_____ _____
Date Date

ATTEST:

_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

MOUs
Valley View ISD

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Valley View Independent School District

The Hidalgo County Head Start Program (HCHSP) and Valley View Independent School District (Valley View ISD) agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed eligible for early childhood education as set out herein.

The terms and conditions set forth in the following document shall constitute the entire agreement between the HCHSP and Valley View ISD may not be amended except by a written document signed by HCHSP and Valley View ISD.

Valley View Independent School District "Valley View ISD" will:

A. Diagnose and document children referred from the HCHSP upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.

B. At the discretion of the parent(s) notify the HCHSP's staff in writing of the IEP meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.

C. Access to special education and related services provided by the Valley View ISD within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.

D. In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

E. Provide necessary special education and related services in accordance with the state and federal statues and regulations to dually enrolled children.

F. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

G. Provide on-site (at Head Start Center) services when deemed appropriate.

H. Provide the HCHSP with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.

I. Address transition on IEP for those children exiting Head Start and enrolling with LEA.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Special Education and related services will be provided by personnel meeting state licensure qualifications.

Hidalgo County Head Start "HCHSP" will:

A. Assist the Valley View ISD in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.).

B. Participate in joint training for staff and parents.

C. Secure parental consent for referral to Local Education Agency (LEA) after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.

D. Address transition on Individual Education Plans (IEP) for those children exiting Head Start and enrolling with LEA.

E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

F. Participate in the Valley View ISD's December 1st child count as appropriate.

G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.

H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.

I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Valley View Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This agreement is in effect for the 2014-2015 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: Valley View Independent School District and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

Valley View I.S.D.

_____ *Rolando Ramirez, Superintendent*
Authorized Signature *Date* *Print Name and Title*

_____ *Debra Salinas, Special Education Director*
Authorized Signature *Date* *Print Name and Title*

Hidalgo County Head Start Program

_____ _____
Honorable Ramon Garcia Teresa Flores, Executive Director
Hidalgo County Judge Hidalgo County Head Start Program

_____ _____
Date Date

ATTEST:

_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Valley View Independent School District

This agreement is made and entered into by Valley View Independent School District (Valley View ISD) and Hidalgo County Head Start Program (HCHSP).

The purpose of this Agreement is to establish a working and cooperative relationship between the parties in order to plan service appropriate for each Agency's or Program's clients. It is the objective of Valley View Independent School District to collaborate with partners in our communities, in order to provide the highest level of services, and to advocate for a community that shares responsibilities for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire agreement between the HCHSP and Valley View ISD may not be amended except by a written document signed by HCHSP and Valley View ISD.

Valley View Independent School District School agrees to:

A. Assist the HCHSP in the identification of eligible 3-4 year old children at the beginning of each school year in an annual round-up.

B. Participate in joint training for staff and parents.

C. Address transition for those children exiting Head Start and enrolling with Local Education Agency (LEA).

D. Participate in resource sharing (i.e. equipment, materials, staff, etc.)

E. Provide in-service training for staff and parents in order to provide the continuity of services as deemed necessary for both parties.

F. Provide on-site services when deemed appropriate.

G. Address transition of Individual Education Plan (IEP) for those children exiting of Head Start and enrolling with LEA.

H. Provide supplemental materials and supplies needed to accommodate Pre-Kindergarten eligible children identified under the School Readiness Integration Model.

I. Maintain the children's, families' and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families and staff. All program records, data or information related to individual children, families and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

J. Service Valley View Independent School District eligible Pre-Kindergarten and Kindergarten students that reside within the district boundaries.

Hidalgo County Head Start Program "HCHSP" agrees to:

A. Provide in- service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

B. Address transition of IEP for those children exiting Head Start and enrolling with LEA.

C. Provide on-site training (Head Start Center) as deemed appropriate.

D. Provide facilities for the delivery of services.

E. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Valley View Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.
- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving thirty (30) days written notice to the other.

Term:

This agreement is in effect for the 2014-2015 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: Valley View Independent School District and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

Valley View I.S.D.

_____ *Rolando Ramirez, Superintendent*
Authorized Signature *Date* *Print Name and Title*

_____ *Jose A. Rosillo, President* .
Authorized Signature *Date* *Print Name and Title*

Hidalgo County Head Start Program

_____ _____
Honorable Ramon Garcia Teresa Flores, Executive Director
Hidalgo County Judge Hidalgo County Head Start Program

_____ _____
Date Date

ATTEST:

_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

MOU
Weslaco ISD

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Weslaco Independent School District

The Hidalgo County Head Start Program (HCHSP) and Weslaco Independent School District (Weslaco ISD) agree to work collaboratively in providing special services to children with special needs aged 3 to 4 years old who are deemed

The terms and conditions set forth in the following document shall constitute the entire agreement between the HCHSP and Weslaco ISD may not be amended except by a written document signed by HCHSP and Weslaco ISD.

Weslaco Independent School District "Weslaco ISD" will:

A. Diagnose and document children referred from the HCHSP upon completion of the multi-disciplinary evaluation in an attempt to meet its 10% mandate of children with disabilities.

B. At the discretion of the parent(s) notify the HCHSP's staff in writing of the IEP meeting five (5) days prior to scheduled date. The IEP meeting will be conducted within thirty (30) days of completing the child's evaluation and in the parent's dominant language.

C. Access to special education and related services provided by the Weslaco ISD within thirty (30) days of parents signing the child's IEP and the Consent for Placement. Services will be delivered to the child in the least restrictive environment available. The IEP will be provided to parents in their dominant language.

D. In-service training for staff and parents in order to provide the continuity of services as deemed necessary by both parties.

E. Provide necessary special education and related services in accordance with the state and federal statues and regulations to dually enrolled children.

F. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

G. Provide on-site (at Head Start Center) services when deemed appropriate.

H. Provide the HCHSP with progress reports on any children receiving special services every six (6) weeks. Head Start will secure parental consents.

I. Address transition on IEP for those children exiting Head Start and enrolling with LEA.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Special Education and related services will be provided by personnel meeting state licensure qualifications.

Hidalgo County Head Start "HCHSP" will:

A. Assist the Weslaco ISD in the location of children with disabilities through participation in Child Find activities (clinics, fairs, meetings, etc.).

B. Participate in joint training for staff and parents.

C. Secure parental consent for referral to Local Education Agency (LEA) after completing the required screening/assessment for those children showing a delay of six (6) months or more in any area or who were identified by parents or physicians as needing further evaluation.

D. Address transition on Individual Education Plans (IEP) for those children exiting Head Start and enrolling with LEA.

E. Participate in resource sharing (i.e. equipment, materials, staff, etc.).

F. Participate in the Weslaco ISD's December 1st child count as appropriate.

G. Participate in the development and implementation of the IEP as appropriate, to include placement decisions.

H. Transport and provide translation services as needed by parents to attend IEP meetings when requested. Also provide transportation for children to and from LEA Therapy site if possible.

I. Complete health screenings on all children, within forty-five (45) days of enrollment, as required in the Head Start Performance Standards.

J. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

K. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Weslaco Independent School District and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- Both parties agree that they will exchange reports describing services rendered between each other and programs on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This agreement is in effect for the 2014-2015 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: Weslaco Independent School District and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

Weslaco I.S.D.

_____ *Dr. Ruben Alejandro, Superintendent*
Authorized Signature *Date* *Print Name and Title*

_____ *Neil Garza, Special Education Director*
Authorized Signature *Date* *Print Name and Title*

Hidalgo County Head Start Program

_____ _____
Honorable Ramon Garcia Teresa Flores, Executive Director
Hidalgo County Judge Hidalgo County Head Start Program

_____ _____
Date Date

ATTEST:

_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

MOU
Avance, Inc.

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Advance, Inc./Colonia's Early Head Start Program

The Hidalgo County Head Start Program (HCHSP) and AVANCE, Inc. agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the Hidalgo County Head Start Program to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire agreement between the HCHSP and AVANCE, Inc., may not be amended except by a written document signed by HCHSP and AVANCE, Inc.

AVANCE, Inc. will:

- Provide services for infants and toddlers and their families to encourage trust and emotional security, provide a variety of sensory and motor experiences, support physical, social and emotional development, encourage the development of self-awareness and autonomy, and support emerging communication skills.

- Provide service coordination services for all eligible children and maintain documentation of these activities. The Social Service Specialist is responsible for coordinating all services within the program and across agency lines, as well as being available to parents.

- Make decisions regarding what services will be provided, which includes type, frequency, intensity, location, name of services provider, and method of delivery made through a collaborative Individual Family Service Plan (IFSP) process between parents and other team members. Services are jointly coordinated with other services providers involved in delivery of services to the child and family.

- To assist with transition into other appropriate programs and services when the child turns three. As early as ninety (90) days prior to the child's third birthday and with family approval, a face-to-face conference must be convened with the family, the Early Childhood Intervention (ECI) program staff and staff from the next future setting, to review the child's program options and transition plan. The child must be referred to Hidalgo County Head Start Program as described in the Individual Family Service Plan (IFSP) and agreed upon by the parents. With parental consent assessment information may accompany the referral.

- Participate in and support efforts for a smooth transition when entering Head Start programs as well as for children who, at age three, will need to be considered for services for the preschool age. To avoid duplication of effort, the AVANCE, Inc. will coordinate, to the extent possible with families and the Head Start program to support the cooperation and the sharing of information among agencies and their community partners in accordance with the agency's confidentiality policies.

- Establish will establish and maintain transition procedures, will coordinate with the Hidalgo County Head Start program to ensure the relevant children's record are transferred; will initiate meetings with

Hidalgo County Head Start Program staff for the next placement to discuss transition progress and abilities of individual children. The process will take into account; the child's health status and developmental level, circumstances, and availability of Head Start.

- Transition planning by AVANCE, Inc. will be undertaken for each child and family at least six months prior to the child's third birthday. AVANCE, Inc. will allow the child, as appropriate, to remain in Early Head Start, following his or her third birthday, for additional months until he or she can transition into a Head Start, childcare, pre-school, or daycare setting.

Hidalgo County Head Start Program will:

- Provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit, and serve foster children, homeless children, and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement, and transition services.

- Engage in an ongoing family partnership building and provide social service assistance when needed.

- Provide information and referrals to families regarding services of collaborating agency/program.

- Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between AVANCE, Inc. and HCHSP:

- To refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- To exchange reports describing services rendered between each other on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This agreement is in effect for the 2014-2015 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: AVANCE, Inc. and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

AVANCE, Inc.:

_____ _____

Authorized Signature Date *Print Name and Title*

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date Date

ATTEST:

_____

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

MOU
CDCB & CRG

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 any 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

Community Development Corporation of Brownsville:

_____ Nick Bennett-Mitchell, Executive Director

Authorized Signature Date *Print Name and Title*

Community Resources Group, Inc.:

_____ John Squires, CEO

Authorized Signature Date *Print Name and Title*

Hidalgo County Head Start Program:

_____ Honorable Ramon Garcia, Hidalgo County Judge

Authorized Signature Date *Print Name and Title*

_____ Teresa Flores, Executive Director

Authorized Signature Date *Print Name and Title*

ATTEST:

_____

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court

MOU - Community Service Agency

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

County of Hidalgo Community Service Agency

The Hidalgo County Head Start Program (HCHSP) and the **County of Hidalgo Community Service Agency** agree to provide information and referrals to its clients regarding services as set out herein.

The terms and conditions set forth in the following document shall constitute the entire agreement between the HCHSP and County of Hidalgo Community Service Agency and may not be amended except by a written document signed by HCHSP and County of Hidalgo Community Service Agency.

HCHSP will:

- To provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit and serve foster children, homeless children and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement and transition services.
- To engage in an ongoing family partnership building and provide social services assistance when needed.
- To provide information and referrals to families regarding services of the County of Hidalgo Community Service Agency.
- To designate a Hidalgo County Head Start staff member to serve as a liaison to County of Hidalgo Community Service Agency.
- To provide the County of Hidalgo Community Service Agency a rent and utilities free facility at 2100 Fir St., McAllen, TX 78501 "Austin A-1 Head Start Center."
- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All program records, data, or information related to individual children, families, and staff will be treated as **confidential**. Release of information will take place only with clients' prior written consent and approval.

County of Hidalgo Community Service Agency Agrees:

- To provide information and referrals to its clients regarding services of the Hidalgo County Head Start Program.
- Purchase and maintain a certificate of insurance for Commercial general Liability i) Bodily Injury and Property Damage $300,000 ea. Occurrence, ii) Personal Advertising Injury $300,00 ea. Occurrence, iii) General Aggregate $600,000 and iv) Products Completed Operations Coverage $600,000 aggregate. Hidalgo County Head Start Program must be named as an additional insured and County of Hidalgo Community Service Agency waives any right to subrogation against Hidalgo County Head Start Program.

Collaboration Efforts between County of Hidalgo Community Service Agency and HCHSP:

- Both parties agree to refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- Both parties agree that they will exchange reports describing services rendered between each other on a regular basis. When possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This agreement is in effect for the 2014-2015 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: County of Hidalgo Community Service Agency and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

County of Hidalgo Community Service Agency

Authorized Signature	*Date*	*Print Name and Title*
Authorized Signature	*Date*	*Print Name and Title*

Hidalgo County Head Start Program

Honorable Ramon Garcia **Hidalgo County Judge**	Teresa Flores, Executive Director **Hidalgo County Head Start Program**
Date	Date

ATTEST:

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

MOU
Easter Seals

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Easter Seals of the Rio Grande Valley/Early Childhood Intervention Program

The Hidalgo County Head Start Program (HCHSP) and Easter Seals of the Rio Grande Valley agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the Hidalgo County Head Start Program to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire agreement between the HCHSP and Easter Seals of the Rio Grande Valley, may not be amended except by a written document signed by HCHSP and Easter Seals of the Rio Grande Valley.

Easter Seals of the Rio Grande Valley will:

- Provide services for infants and toddlers and their families to encourage trust and emotional security, provide a variety of sensory and motor experiences, support physical, social and emotional development, encourage the development of self-awareness and autonomy, and support emerging communication skills.

- Provide service coordination services for all eligible children and maintain documentation of these activities. The Social Service Specialist is responsible for coordinating all services within the program and across agency lines, as well as being available to parents.

- Make decisions regarding what services will be provided, which includes type, frequency, intensity, location, name of services provider, and method of delivery made through a collaborative Individual Family Service Plan (IFSP) process between parents and other team members. Services are jointly coordinated with other services providers involved in delivery of services to the child and family.

- To assist with transition into other appropriate programs and services when the child turns three. As early as ninety (90) days prior to the child's third birthday and with family approval, a face-to-face conference must be convened with the family, the Early Childhood Intervention (ECI) program staff and staff from the next future setting, to review the child's program options and transition plan. The child must be referred to Hidalgo County Head Start Program as described in the Individual Family Service Plan (IFSP) and agreed upon by the parents. With parental consent assessment information may accompany the referral.

- Participate in and support efforts for a smooth transition when entering Head Start programs as well as for children who, at age three, will need to be considered for services for the preschool age. To avoid duplication of effort, the Easter Seals of the Rio Grande Valley will coordinate, to the extent possible with families and the Head Start program to support the cooperation and the sharing of information among agencies and their community partners in accordance with the agency's confidentiality policies.

- Will establish and maintain transition procedures, will coordinate with the Hidalgo County Head Start program to ensure the relevant children's record are transferred; will initiate meetings with Hidalgo County Head Start Program staff for the next placement to discuss transition progress and abilities of individual children. The process will take into account; the child's health status and developmental level, circumstances, and availability of Head Start.

- Transition planning by Easter Seals of the Rio Grande Valley will be undertaken for each child and family at least six months prior to the child's third birthday. Easter Seals of the Rio Grande Valley will allow the child, as appropriate, to remain in Early Head Start, following his or her third birthday, for additional months until he or she can transition into a Head Start, childcare, pre-school, or daycare setting.

Hidalgo County Head Start Program will:

- Provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit, and serve foster children, homeless children, and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement, and transition services.

- Engage in an ongoing family partnership building and provide social service assistance when needed.

- Provide information and referrals to families regarding services of collaborating agency/program.

- Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as **confidential**. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Easter Seals of the Rio Grande Valley and HCHSP:

- To refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- To exchange reports describing services rendered between each other on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This agreement is in effect for the 2014-2015 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: Easter Seals of the Rio Grande Valley and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

Easter Seals of the Rio Grande Valley:

_____ Patricia Rosenlund, ECI Director .

Authorized Signature Date *Print Name and Title*

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date Date

ATTEST:

_____

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

MOU
WIC Program

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Hidalgo County WIC Program

The Hidalgo County Head Start Program (HCHSP) and Hidalgo County WIC Program agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the Hidalgo County Head Start Program to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire agreement between the HCHSP and Hidalgo County WIC Program may not be amended except by a written document signed by HCHSP and Hidalgo County WIC Program.

Hidalgo County WIC Program will:

- Provide Nutrition Education: Individual or Group Sessions.
- Provide Breastfeeding Support.
- Provide information and referrals to clients regarding services of the Hidalgo County Head Start Program.

Hidalgo County Head Start Program will:

- Provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit, and serve foster children, homeless children, and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement, and transition services.
- Engage in an ongoing family partnership building and provide social service assistance when needed.
- Provide information and referrals to families regarding services of collaborating agency/program.
- Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Provide information and referrals to families regarding services of the Hidalgo County WIC Program.
- Designate a Hidalgo County Head Start staff member to serve as a liaison to the Hidalgo County WIC Program.
- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related

to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Hidalgo County WIC Program and HCHSP:

- To refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- To exchange reports describing services rendered between each other on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:
This agreement is in effect for the 2014-2015 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: Hidalgo County WIC Program and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

Hidalgo County WIC Program:

_____ Norma Longoria, Director .

Authorized Signature Date *Print Name and Title*

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date Date

ATTEST:

_____

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

MOU
Foster Grandparent

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Foster Grandparent Program of the Lower Rio Grande Valley

The Hidalgo County Head Start Program (HCHSP) and Foster Grandparent Program of the Lower Rio Grande Valley agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the Hidalgo County Head Start Program to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire agreement between the HCHSP and Foster Grandparent Program of the Lower Rio Grande Valley may not be amended except by a written document signed by HCHSP and Foster Grandparent Program of the Lower Rio Grande Valley

Foster Grandparent Program of the Lower Rio Grande Valley will:

- Designate a Foster Grandparent staff member to serve as a liaison with the Hidalgo County Head Start Program.
- Recruit, interview, select and enroll volunteers that will participate in the Head Start Program in accordance to the criteria set forth by the Foster Grandparent Program.
- Provide insurance coverage as required by the Head Start Program.
- Provide orientation and in-service training on an ongoing basis.
- Permit the Hidalgo County Head Start program to conduct a criminal history background check as required by the state licensing minimum standards for all Foster Grandparents.

Hidalgo County Head Start Program will:

- Insure that the Foster Grandparent participants will not be discriminated against on the basis of race, color, national origin, sex, age, political affiliation, religion or disability.
- Serve as a "Volunteer Station" for Foster Grandparent Program participants.
- Provide comprehensive orientation training to foster grandparents which includes (but not limited to) the Hidalgo County Head Start Program's policies on confidentiality, dress code, release of children, child abuse and neglect, emergency and evacuation.

Collaboration Efforts between Foster Grandparent Program of the Lower Rio Grande Valley and HCHSP:

- To exchange reports describing services rendered between each other on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This agreement is in effect for the 2014-2015 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: Foster Grandparent Program of the Lower Rio Grande Valley and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

Foster Grandparent Program of the Lower Rio Grande Valley:

_____ _____

Authorized Signature Date *Print Name and Title*

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date Date

ATTEST:

_____

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

MOU
Mujeres Unidas

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Mujeres Unidas

The Hidalgo County Head Start Program (HCHSP) and Mujeres Unidas agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the Hidalgo County Head Start Program to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire agreement between the HCHSP and Mujeres Unidas may not be amended except by a written document signed by HCHSP and Mujeres Unidas.

Mujeres Unidas will:

- Provide trainings to parents on the importance of providing physical, emotional, and developmental care to their children.
- Assist parents seek in meeting their own emotional and physical needs through other community resources available.
- Teach parents to identify crisis prevention resources, such as hotline numbers, local crisis cneters, or names of counselors.
- Inform parents where to seek immediate shelter for their family in the event that one parent is abusive towards the other and th family must leave for safety reasons.

Hidalgo County Head Start Program will:

- Provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit, and serve foster children, homeless children, and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement, and transition services.
- Engage in an ongoing family partnership building and provide social service assistance when needed.
- Provide information and referrals to families regarding services of collaborating agency/program.
- Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related

to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Mujeres Unidas and HCHSP:

- To refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- To exchange reports describing services rendered between each other on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This agreement is in effect for the 2014-2015 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: Mujeres Unidas and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

Mujeres Unidas:

_____	Estela De Anda, Executive Director
Authorized Signature Date	*Print Name and Title*

Hidalgo County Head Start Program

_____	_____
Honorable Ramon Garcia Hidalgo County Judge	Teresa Flores, Executive Director Hidalgo County Head Start Program
_____	_____
Date	Date

ATTEST:

_____

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

MOU - Partners
Resource Network, Inc.

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Partners Resource Network, Inc. / TEAM PROJECT

The Hidalgo County Head Start Program (HCHSP) and Partners Resource Network, Inc. agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the Hidalgo County Head Start Program to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire agreement between the HCHSP and Partners Resource Network, Inc., may not be amended except by a written document signed by HCHSP and Partners Resource Network, Inc.

Partners Resource Network, Inc. will:

- Provide training to Hidalgo County Head Start Staff on Special Education Process, Individual Education Plan (IEP), Transition Plan Positive Interventions, Bullying, and Attention Deficit Hyperactivity Disorder (ADHD).

- Provide families with access to free regular monthly trainings scheduled through-out the valley covering the topics mentioned above.

- Offer free bilingual services to the families of said agency on: (1) Preparing for an Admissions, Review and Dismissal (ARD) meeting, (2) Individualized Education Plan (IEP), (3) Behavior Intervention Plan (BIP) meetings, and (4) The importance of documentation.

- Provide information and referral to families of Hidalgo County Head Start Program.

Hidalgo County Head Start Program will:

- Provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit, and serve foster children, homeless children, and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement, and transition services.

- Engage in an ongoing family partnership building and provide social service assistance when needed.

- Provide information and referrals to families regarding services of collaborating agency/program.

- Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Partners Resource Network, Inc. and HCHSP:

- To exchange reports describing services rendered between each other on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This agreement is in effect for the 2014-2015 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: Partners Resource Network, Inc. and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

Partners Resource Network, Inc.:

_____	Maria Cordero
Authorized Signature Date	*Print Name and Title*

Hidalgo County Head Start Program

_____	_____
Honorable Ramon Garcia Hidalgo County Judge	Teresa Flores, Executive Director Hidalgo County Head Start Program
_____	_____
Date	Date

ATTEST:

_____

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

MOU – Region One
Child Find

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Region One Education Service Center/Child Find-Child Serve

The Hidalgo County Head Start Program (HCHSP) and Region One Education Service Center (Region One ESC) agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the Hidalgo County Head Start Program to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire agreement between the HCHSP and Region One ESC, may not be amended except by a written document signed by HCHSP and Region One ESC.

Region One ESC will:

1. Provide Public Service Announcements (PSA) will be aired periodically as determined by Region One on radio stations and television stations from September 2014 to August 2015.
2. Print materials such as poster, brochures, etc., will be printed at a cost to the Head Start Program.
3. Provide and maintain an 1-800 toll number for the purpose of receiving referrals.
4. Maintain a data base that will reflect all referrals made to the ESC related to Child Find.
5. Provide assistance to the Head Start Program in developing written procedures for a comprehensive system of Child Find.
6. Provide and maintain a data bank of resources to serve individuals with disabilities.
7. Maintain a log of all presentations made in relation to Child Find activities in the Head Start Program. Upon request, this log will be shared with the HCHSP as to where a presentation was held.
8. Disseminate Child Find materials and information to the HCHSP, appropriate agencies, medical facilities, day care centers, nursing homes and other residential facilities.
9. Assemble a Child Find Advisory Board, with representatives from LEA's, Head Start, and ECI program, to meet for training and discussions on Child Find activities for the Region One area, and promote collaboration between all agencies providing services for children birth to 21 years.
10. Relay all referrals received by the Region One Child Find component to the appropriate districts in a timely manner (2 day turnaround) with follow-up letters to the districts for the purpose of obtaining status information on the referrals.

Hidalgo County Head Start Program will:

1. Engage in Child Find activities within Region One and the Local Education Agency boundaries.

2. Receive referrals and process as described for possible enrollment in Hidalgo County Head Start Program. Respond to follow-up letters in a timely manner, sent by Child Find at the ESC.

3. Develop a system to place students in a Head Start Center, once the referral is received.

4. Coordinate and collaborate with ECI for the purpose of insuring a smooth transition of students from the intervention program into the Hidalgo County Head Start Program.

5. Coordinate and maintain Memorandum of Understanding (MOU) with ECI Programs for the purpose of insuring the provision of services for those referrals, which relate to children 0-2 years of age for future infant and toddler early Head Start.

6. Maintain telephone logs and /or written documentation that demonstrate follow up between the ECI Program and Head Start /or Region One ESC and the person making the initial referral.

7. Maintain a log of all local efforts in relation to Child Find activities.

8. Maintain documentation of all coordinated Child Find/Child Serve efforts between the HCHSP and the Region One ESC.

9. Disseminate printed materials, make presentations, and provide any additional information to interested parties, public or private, within Hidalgo County Head Start Program.

10. HCHSP will continue to actively participate in the Child Find Advisory Board by selecting a District Child Find contact person/representative and allowing them to attend the Child Advisory Board meeting.

11. Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

12. Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Region One ESC and HCHSP:

- To refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- To exchange reports describing services rendered between each other on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This agreement is in effect for the 2014-2015 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: Region One ESC and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

Region One Education Service Center:

_____ Dr. Cornelio Gonzalez, Executive Director

Authorized Signature Date *Print Name and Title*

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date Date

ATTEST:

_____

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

MOU – Region One
Early Child Intervention

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Region One Education Service Center/Early Childhood Intervention Program

The Hidalgo County Head Start Program (HCHSP) and Region One Education Service Center (Region One ESC) agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the Hidalgo County Head Start Program to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire agreement between the HCHSP and Region One ESC, may not be amended except by a written document signed by HCHSP and Region One ESC.

Region One ESC will:

- Provide services for infants and toddlers and their families to encourage trust and emotional security, provide a variety of sensory and motor experiences, support physical, social and emotional development, encourage the development of self-awareness and autonomy, and support emerging communication skills.

- Provide service coordination services for all eligible children and maintain documentation of these activities. The Social Service Specialist is responsible for coordinating all services within the program and across agency lines, as well as being available to parents.

- Make decisions regarding what services will be provided, which includes type, frequency, intensity, location, name of services provider, and method of delivery made through a collaborative Individualized Family Service Plan (IFSP) process between parents and other team members. Services are jointly coordinated with other services providers involved in delivery of services to the child and family.

- To assist with transition into other appropriate programs and services when the child turns three. As early as ninety (90) days prior to the child's third birthday and with family approval, a face-to-face conference must be convened with the family, the Region One ESC staff and staff from the next future setting, to review the child's program options and transition plan. The child must be referred to HCHSP as described in the Individual Family Service Plan (IFSP) and agreed upon by the parents. With parental consent assessment information may accompany the referral.

- Participate in and support efforts for a smooth transition when entering Head Start programs as well as for children who, at age three, will need to be considered for services for the preschool age. To avoid duplication of effort, the Region One ESC will coordinate, to the extent possible with families and the HCHSP to support the cooperation and the sharing of information among agencies and their community partners in accordance with the agency's confidentiality policies.

- Establish will establish and maintain transition procedures, will coordinate with the Hidalgo County Head Start program to ensure the relevant children's record are transferred; will initiate meetings with

Hidalgo County Head Start staff for the next placement to discuss transition progress and abilities of individual children. The process will take into account; the child's health status and developmental level, circumstances, and availability of Head Start.

- Transition planning by Region One ESC will be undertaken for each child and family at least six months prior to the child's third birthday. Region One ESC will allow the child, as appropriate, to remain in Early Childhood Intervention Program, following his or her third birthday, for additional months until he or she can transition into a Head Start, childcare, pre-school, or daycare setting.

Hidalgo County Head Start Program will:

- Provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit, and serve foster children, homeless children, and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement, and transition services.

- Engage in an ongoing family partnership building and provide social service assistance when needed.

- Provide information and referrals to families regarding services of collaborating agency/program.

- Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Region One ESC and HCHSP:

- To refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- To exchange reports describing services rendered between each other on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This agreement is in effect for the 2014-2015 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: Region One ESC and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

Region One ESC:

_____ Norma Jean Cano, Region One ESC, ECI Program Director

Authorized Signature Date *Print Name and Title*

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date Date

ATTEST:

_____

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

MOU
South Texas College

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

South Texas College

The Hidalgo County Head Start Program (HCHSP) and South Texas College (STC), an institution of the Commission on Colleges of the Southern Association of Colleges and Schools (SACS), hereinafter referred to as "STC", agree to provide General Educational Development (GED) testing services to eligible students participating in any alternative educational program for which the GED certificate is awarded as a secondary educational credential.

The terms and conditions set forth in the following document shall constitute the entire agreement between the HCHSP and STC may not be amended except by a written document signed by HCHSP and STC.

STC will:

- Provide testing services in the five subject areas of writing, mathematics, literature, social studies, and natural science.
- Provide a facility with appropriate environment for the administration of the GED examinations by qualified staff: South Texas College
  GED Testing Center
  3201 W. Pecan Blvd., K2-100
  McAllen, TX. 78501
- Maintain all testing records as permanent archives.
- Forward all test booklets to the University of Texas /Austin for official scoring.
- Provide, on a fee basis, individual student transcripts.
- Invoice HCHSP on a monthly basis for all fees applicable for each referral.
- Provide an official list of students (At least 7 days prior to the designated testing date) who will be taking the GED test(s) and the test sections for each student. Note: Only students who are on the official list will be permitted to test; walk-ins will not be tested.
- Ensure each student presents complete identification documentation to the testing center at the time of testing. Documentation should include: Texas photo I.D. (driver's license, or DPS I.D. card). Failure to comply will result in test denials.
- Require that the following terms and conditions be met for the administration of the GED examination for student referrals:

  1. The ultimate responsibility for the students' readiness to take the GED examination rests with the **HCHSP**.
  2. Limitations may apply on the number of referrals that may test at a given time so that ample space is available for all examinees.

Hidalgo County Head Start Program will:

- Be responsible for all testing fees of student referred by HCHSP.
- Adhere to the STC GED Testing Fee Schedule.

Fees: Unless otherwise notified, the following fees are in force:

$15.00 GED Certificate fee (non-refundable-payable to TEA)
$10.00 GED Scoring fee (non-refundable-payable to UT Austin Scoring Center)
$15.00 GED Processing fee (non-refundable, payable to STC)
$10.00 American Council on Education Testing Service fee
(one-time, non-refundable fee)
$13.00 per test; $10.00 per re-take test

A $10.00 re-processing fee will be assessed for absentee registrants.
Other fees as may be deemed appropriate and reasonable.

Collaboration Efforts between MISD and HCHSP:

- Designated a liaison or primary contact between the HCHSP and the STC GED Testing Center.
- Frequent communication between the GED Chief Examiner and the HCHSP liaison to prevent or avert any potential problems or situations not conducive to test taking.
- Referrals will be expected to comport themselves in a courteous and respectful manner at all times during the testing periods; unruly or disruptive behavior will not be tolerated.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This agreement shall be for the period commencing on September 1, 2014 and continuing through August 31, 2015.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

South Texas College:

_____ *Dr. Shirley Reed, President*
Authorized Signature *Date* *Print Name and Title*

_____ *Mary E. Torres-Herrera, GED Chief Examiner*
Authorized Signature *Date* *Print Name and Title*

Hidalgo County Head Start Program

_____ _____
Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____
Date

Date

ATTEST:

_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

MOU - Texas A & M/ AgriLife Extension

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Texas A&M/AgriLife Extension

The Hidalgo County Head Start Program (HCHSP) and Texas A&M (Texas A&M AgriLife Extension) agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the Hidalgo County Head Start Program to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire agreement between the HCHSP and Texas A&M may not be amended except by a written document signed by HCHSP and Texas A&M.

Texas A&M "Texas A&M AgriLife Extension" will:

- Provide Nutrition Education: Individual, Group Sessions, and Basic Food Preparation Classes.
- Provide the H.C.H.S.P-Child Nutrition Department assistance in reviewing annual written procedures (Program Plan, Procedure Manual, Cycle Menus) by acting as an advisory board member as required by Head Start Program Performance Standards.
- Provide information and referrals to its clients regarding services of the Hidalgo County Head Start Program.

Hidalgo County Head Start Program will:

- Provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit, and serve foster children, homeless children, and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement, and transition services.
- Engage in an ongoing family partnership building and provide social service assistance when needed.
- Provide information and referrals to families regarding services of collaborating agency/program.
- Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Designate a Hidalgo County Head Start staff member to serve as a liaison to the Texas A&M (Texas A&M AgriLife Extension).
- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Texas A&M AgriLife Extension and HCHSP:

- To refer clients as appropriate to each other. Services to the client will be based upon the needs of said client and the receiving agency's or program's ability to provide services. In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- To exchange reports describing services rendered between each other on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This agreement is in effect for the 2014-2015 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: Texas A&M AgriLife Extension and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

Texas A&M AgriLife Extension:

_____	Andrea Valdez, BS, MPH
Authorized Signature Date	*Print Name and Title*

Hidalgo County Head Start Program

_____	_____
Honorable Ramon Garcia Hidalgo County Judge	Teresa Flores, Executive Director Hidalgo County Head Start Program
_____	_____
Date	Date

ATTEST:

_____

Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

MOU
Texas Attorney General

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

Texas Attorney General

The Hidalgo County Head Start Program (HCHSP) and Texas Attorney General agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the Hidalgo County Head Start Program to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire agreement between the HCHSP and Texas Attorney General may not be amended except by a written document signed by HCHSP and Texas Attorney General.

Texas Attorney General agrees:

- To educate parents on the child support services the agency offers.
- To assist parents in obtaining financial support for their children.
- To inform parents of their rights and responsibilities when applying for services.

Hidalgo County Head Start Program will:

- Provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit, and serve foster children, homeless children, and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement, and transition services.
- Engage in an ongoing family partnership building and provide social service assistance when needed.
- Provide information and referrals to families regarding services of collaborating agency/program.
- Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between Texas Attorney General and HCHSP:

- In the event that the receiving agency or program is unable to provide services to the client, it is agreed that alternate referrals will be provided as possible resources.

- The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This agreement is in effect for the 2014-2015 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: Texas Attorney General and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

Texas Attorney General:

_____ Guadalupe Leal, Regional Outreach Coordinator

Authorized Signature Date *Print Name and Title*

Hidalgo County Head Start Program

_____ _____

Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____

Date Date

ATTEST:

_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

MOU – UTPA Coordinated Program In Dietetic

Memorandum of Understanding Between

Hidalgo County Head Start Program

And

University of Texas Pan American/Coordinated Program in Dietetics

The Hidalgo County Head Start Program (HCHSP) and University of Texas Pan American agree to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's or program's clients. It is the objective of the Hidalgo County Head Start Program to collaborate with partners in our communities, in order to provide the highest level of services to children and families; to foster the development of a continuum of family centered services, and to advocate for a community that shares responsibility for the healthy development of children and families of all cultures.

The terms and conditions set forth in the following document shall constitute the entire agreement between the HCHSP and University of Texas Pan American may not be amended except by a written document signed by HCHSP and University of Texas Pan American.

University of Texas Pan American will:

- Provide the H.C.H.S.P Child Nutrition Department assistance in reviewing annual written procedures (Program Plan, Procedure Manual, Cycle Menus) by acting as an advisory board member as required by Head Start Program Performance Standards.
- Provide information and referrals to its clients regarding services of the Hidalgo County Head Start Program.

Hidalgo County Head Start Program will:

- Provide a comprehensive pre-school program for economically disadvantage children, three to five years of age. The program gives priority to identify, recruit, and serve foster children, homeless children, and children with disabilities and their families. Services include health, mental health, nutrition, education, special services, social services, parent involvement, and transition services.
- Engage in an ongoing family partnership building and provide social service assistance when needed.
- Provide information and referrals to families regarding services of collaborating agency/program.
- Abide by the U.S. Department of Health and Human Services final regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Provide information and referrals to families regarding services of the University of Texas Rio Grande Valley Coordinated Program in Dietetics.
- Designate a Hidalgo County Head Start staff member to serve as a liaison to the University of Texas Pan American - Coordinated Program in Dietetics.

- Maintain the children's, families', and programmatic records in a manner that will assure the protection of the rights and privacy of parents, families, and staff. All HCHSP records, data, or information related to individual children, families, and staff will be treated as confidential. Release of information will take place only with clients' prior written consent and approval.

Collaboration Efforts between University of Texas Pan American and HCHSP:

- To exchange reports describing services rendered between each other on a regular basis. The undersigned parties agree that they will try, when possible, to participate and collaborate in shared forums, networking meetings, and training sessions.

Termination:

Either party may terminate the Agreement, with or without cause, by giving ten (10) days written notice to the other.

Term:

This agreement is in effect for the 2014-2015 school year, unless earlier terminated as provided herein.

Governing Law:

This Memorandum of Understanding will be construed in accordance with the Laws of the State of Texas and is performable in Hidalgo County, Texas.

Consideration:

This Agreement is being made in consideration of the following: University of Texas Pan American and Hidalgo County Head Start Program agree that there will be no financial exchange of monies or other compensation.

University of Texas Pan American:

_____ Pamela Sullivan, MSN, Rn, FNP, Interim Chair
Authorized Signature Date *Print Name and Title*

Hidalgo County Head Start Program

_____ _____
Honorable Ramon Garcia
Hidalgo County Judge

Teresa Flores, Executive Director
Hidalgo County Head Start Program

_____ _____
Date Date

ATTEST:

_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

Approved As To Form:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

Approved As To Form:
Oxford & González, P.C.

By:_____
Ricardo González

Date Approved by Policy Council:
Date Approved by Commissioner's Court:

AI-46024 **Head Start** **14. E.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval to Renew the Interlocal Agreement with the South Texas Cooperative through Region One Education Service Center for the Purpose of Purchasing all Food Commodities, Uniforms, Supplies and Services

BACKGROUND

Policy Council Approval: 08.20.14

Attachments

Renew Interlocal Agreement

1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/15/2014 03:19 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Linda Galaviz Started On: 08/15/2014 01:54 PM

Final Approval Date: 08/21/2014

Hidalgo County Head Start Program
Policy Council Agenda Request

DATE: August 20, 2014

SUBJECT: Discussion/Approval to Renew The Interlocal Agreement with the South Texas Cooperative through Region One Education Service Center for the Purpose of Purchasing all Food Commodities, Uniforms, Supplies and Services

RATIONALE/NEED: The purpose of this agreement is to purchase quality food commodities, kitchen/janitorial supplies, and services at the lowest price.

RECOMMENDATION: Administration recommends approval.

COST: Texas Department of Agriculture (TDA) funds are available.
$1,529,000 Year
Acct #29-5555-20-10000-705

RELATED INFORMATION INCLUDED: Memo

* * * *

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director
Gilbert Siva, Interim Child Nutrition Director

DATE: August 12, 2014

SUBJ: Region 1 ESC -South Texas Cooperative Contract Extension

We would like to continue the use of the South Texas Cooperative Inter-local agreement with Region One Education Service Center for the next school year.

This inter-local agreement was originally signed and approve on October 4, 2005. This program has helped Head Start Child Nutrition Program save time and money.

This cooperative program performs the bidding process on the food, kitchen/janitorial supplies, and services used by the Head Start Child Nutrition Program.

The inter-local agreement has been beneficial for Head Start and the Child Nutrition Program. It is highly recommended by the Procurement Department and the Child Nutrition Department to extend this inter-local agreement.

Should you have any questions please let us know. Thank you.

COPY

INTERLOCAL PARTICIPATION AGREEMENT

For the

Child Nutrition Program – South Texas Coop

This Interlocal Participation Agreement ("Agreement") is entered into by and between the Child Nutrition Program – South Texas Coop ("CNP-STC") an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function and to realize the various potential economies, including administrative cost savings for Cooperative Members.

WITNESSTH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code (the "Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, and such further amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 1st day of September, 2005.

NOW BE IT RESOLVED, that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed in this agreement, does hereby agree to the following terms, conditions and general provisions.

TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.**. The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated September, 2005 and all further amendments as may be made in the future and further agrees to execute and become a Cooperative Member by executing an Additional Party Agreement.
2. **Term.** The initial term of this Agreement shall commence at 12:01 am on the 1st day of September, 2005 and continue until 12:01 am on the 1st day of the same month, 2006, unless sooner terminated as provided herein. **This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth below shall apply to the initial term and all renews.**
3. **Termination.**
   a. **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member following the end of the bid cycle period with a thirty (30) day prior written notice to the Cooperative; provided all charges owed to the Cooperative have been fully paid.
   b. **By the Cooperative.** The Cooperative may terminate this Agreement by:
      (1) Giving ten (10) days notice by certified mail to the Cooperative Member, if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
      (2) Giving thirty (30) days notice by certified mail to the Cooperative Member, if the Cooperative Member fails to abide by this Agreement, the Guidelines of the Cooperative Member fails to abide by this Agreement, the Guidelines of the Cooperative, or any procedure of the Cooperative.
   c. **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under the provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.

4. **Payments.** The Cooperative Member agrees to pay member fee based on a plan developed by the Cooperative. Contributions are payable upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
5. **Cooperative Reporting.** The Cooperative shall provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.

GENERAL PROVISIONS

1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Guidelines.** The Cooperative Member agrees to abide by the Guidelines of the Cooperative, as they may be amended, and any all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amount that fairly compensate the Cooperative for the services or functions performed under the Agreement.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable request for information and / or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.
5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have expressed authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention or participate in ad judicial, Administrative or other governmental proceedings or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearance of the Cooperative and / or any past or current Cooperative member in litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and a the expense of the Cooperative as necessary for the prosecution of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Cooperative shall be governed by the Region One ESB Board of Trustees ("Board") in accordance with the Guidelines.

9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNITERRUPTED OR ERROR FREE.
COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Guidelines, Organizational Interlocal Agreement and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid and delivered to the Operations Coordinator, Region One ESC, 1900 West Schunior, Edinburg, TX 78541.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue shall lie in Hidalgo County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting though their duly authorized representatives, sign this Agreement as of August 23, 2005.

BOARD RESOLUTION

OF

Hidalgo County Head Start Program, AND
(Name of Local Government)

COOPERATIVE MEMBER

WHEREAS, the Hidalgo County Head Start Program, local Government, (hereinafter "Cooperative Member") pursuant to the authority granted by Article 791 et seq of the Interlocal Cooperative Act, as amended, desires to participate in the purchasing program of the Cooperative;

WHEREAS, Hidalgo County Head Start Program, Local government has elected to be a Cooperative Member in the Child Nutrition Program – South Texas Cooperative (hereinafter "Cooperative") a program created by local governments in accordance with and pursuant to the Interlocal Cooperation Act (Act"), Chapter 791, Texas Government Code;

WHEREAS, the Cooperative Member, is of the opinion that participation in the Cooperative's purchasing program will be highly beneficial to the taxpayers of the local government through the efficiencies and potential savings to be realized; and

WHEREAS, the Cooperative Member desires to participate and join with other local governments in a cooperative interlocal agreement ("Agreement") for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, Objectives, programs, functions and services.

NOW, THERFORE, BE IT RESOLVED, that the Cooperative Member does request that the Cooperative include its stated needs for all categories of food service goods and services, including commodity processing services and janitorial and paper products, on the Cooperative's Purchasing Program and award contracts for those items, whereby the Cooperative Members may be allowed to purchase those items from the Cooperative's contracts; and that Cooperative is authorized to sign and deliver all necessary requests and other documents in connection therewith for and on behalf of the Cooperative Members that have elected to participate.

FURTHER, BE IT RESOLVED, that the Board of Trustees of the Cooperative Member does hereby authorize its Board President, Superintendent or other officer to execute the Interlocal Participation Agreement, which the adoption and approval of the Organizational Interlocal Agreement.

FINALLY, BE IT RESOLVED that the execution of this Resolution shall evidence the election of Cooperative Member and eligible local governments to become members of the Cooperative upon the terms and conditions stated. The Board of trustees, had and at the time of adoption of this Resolution had, full power and lawful authority to adopt the foregoing Resolution and to confer the obligations, power and authority to the persons named, who are hereby granted the power to exercise the same.

I certify that the foregoing is a true and correct copy of the resolution duly adopted by

Hidalgo County Head Start Program, local government on the

23rd day of August, 2005, and that the same now appears of record in its official minutes.

Adopted and approved this 23rd day of August, 2005.

Hidalgo County Head Start Program, Cooperative Member

By: _____ Date: _____
(It's Representative)

Title County Judge.

Approved by Commissioners' Court
on 8-23-05

ATTEST:

_____ Date: 10-4-05
J.D. Salinas III, County Clerk

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: _____
Date: _____

TO BE COMPLETED BY THE COOPERATIVE:

CHILD NUTRITION PROGRAM – SOUTH TEXAS COOPERATIVE, as acting on behalf of all other Cooperative Members

By: _____ Date: 9/06/05
Dr. Sylvia Hatton, Executive Director

TO BE COMPLETED BY THE COOPERATIVE MEMBER:

Hidalgo County Head Start Program
(Name of Local Government)

By: _____ Date: 9-8-05
(Signature of authorized representative of Cooperative Member)

Teresa Flores
(Printed name and title of authorized representative)

Coordinator for the Cooperative Member is: San Juanita Rangel-Child Nutrition Director
Name

P.O. Box 0117
Address

Edinburg
City

TEXAS, 78540-0117
(Zip Code)

(956) 380-4129
Phone

(956) 380-4179
Fax

(956) 383-0706 Ext. 104
Phone

sjrangel@hchsp.org
E-mail Address

APPROVED AS TO FORM:

Head Start Policy Council Attorney
Ricardo Gonzalez
Oxford and Gonzalez
P.O. Box Drawer 630
Edinburg, Texas 78539

Approved as to Form:
Oxford & Gonzalez
37: 8/11

PC Approved: 08-17-2005
CC Approved: 08-23-2005

INTERLOCAL PARTICIPATION AGREEMENT

For the

Child Nutrition Program – South Texas Coop

This Interlocal Participation Agreement ("Agreement") is entered into by and between the Child Nutrition Program – South Texas Coop ("CNP-STC") an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function and to realize the various potential economies, including administrative cost savings for Cooperative Members.

WITNESSTH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code (the "Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, and such further amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 1st day of September, 2005.

NOW BE IT RESOLVED, that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed in this agreement, does hereby agree to the following terms, conditions and general provisions.

TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement**.. The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated September, 2005 and all further amendments as may be made in the future and further agrees to execute and become a Cooperative Member by executing an Additional Party Agreement.
2. **Term.** The initial term of this Agreement shall commence at 12:01 am on the 1st day of September, 2005 and continue until 12:01 am on the 1st day of the same month, 2006, unless sooner terminated as provided herein. **This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth below shall apply to the initial term and all renews.**
3. **Termination.**
   a. **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member following the end of the bid cycle period with a thirty (30) day prior written notice to the Cooperative; provided all charges owed to the Cooperative have been fully paid.
   b. **By the Cooperative.** The Cooperative may terminate this Agreement by:
      (1) Giving ten (10) days notice by certified mail to the Cooperative Member, if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
      (2) Giving thirty (30) days notice by certified mail to the Cooperative Member, if the Cooperative Member fails to abide by this Agreement, the Guidelines of the Cooperative Member fails to abide by this Agreement, the Guidelines of the Cooperative, or any procedure of the Cooperative.
   c. **Termination Procedure.** If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under the provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.

4. **Payments.** The Cooperative Member agrees to pay member fee based on a plan developed by the Cooperative. Contributions are payable upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
5. **Cooperative Reporting.** The Cooperative shall provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.

FINALLY, BE IT RESOLVED that the execution of this Resolution shall evidence the election of Cooperative Member and eligible local governments to become members of the Cooperative upon the terms and conditions stated. The Board of trustees, had and at the time of adoption of this Resolution had, full power and lawful authority to adopt the foregoing Resolution and to confer the obligations, power and authority to the persons named, who are hereby granted the power to exercise the same.

I certify that the foregoing is a true and correct copy of the resolution duly adopted by

Hidalgo County Head Start Program, local government on the

23rd day of August, 2005, and that the same now appears of record in its official minutes.

Adopted and approved this 23rd day of August, 2005.

Hidalgo County Head Start Program, Cooperative Member

By: _____ Date: 9-13-05
(It's Representative)

Title County Judge.

Approved by Commissioners' Court
on 8-23-05

ATTEST:

_____ Date: 10-4-05
J.D. Salinas III, County Clerk

TO BE COMPLETED BY THE COOPERATIVE:

CHILD NUTRITION PROGRAM – SOUTH TEXAS COOPERATIVE, as acting on behalf of all other Cooperative Members

By: _____ Date: 9/06/05
Dr. Sylvia Hatton, Executive Director

TO BE COMPLETED BY THE COOPERATIVE MEMBER:

Hidalgo County Head Start Program
(Name of Local Government)

By: _____ Date: 9-8-05
(Signature of authorized representative of Cooperative Member)

~~Ramon Garcia~~ Teresa FLores
(Printed name and title of authorized representative)

Coordinator for the Cooperative Member is: San Juanita Rangel-Child Nutrition Director
Name

P.O. Box 0117
Address

Edinburg
City

TEXAS, 78540-0117
(Zip Code)

(956) 380-4129
Phone

(956) 380-4179
Fax

(956) 383-0706 Ext. 104
Phone

sjrangel@hchsp.org
E-mail Address

APPROVED AS TO FORM:

Head Start Policy Council Attorney
Ricardo Gonzalez
Oxford and Gonzalez
P.O. Box Drawer 630
Edinburg, Texas 78539

PC Approved: 08-17-2005
CC Approved: 08-23-2005

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: _____
Date: 9-26-05

AI-46023 **Head Start 14. F.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Bid Award and Contract to Lowest Best Bid Meeting all Specifications for Bid #2014-004-08-01:
Air Conditioning Maintenance & Repair

BACKGROUND

Policy Council Approval: 08.20.14

Attachments

Bid Award and Contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/15/2014 03:19 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Linda Galaviz Started On: 08/15/2014 01:51 PM

Final Approval Date: 08/21/2014

Hidalgo County Head Start Program
Policy Council Agenda

DATE: August 20, 2014

SUBJECT: Discussion/Approval of Bid Award and Contract to Lowest and Best Bid Meeting All Specifications for Bid #2014-004-08-01: Air Conditioning Maintenance & Repair

RATIONALE/NEED: To contract with vendor to provide Air Conditioning Maintenance & Repair to all Head Start facilities.

RECOMMENDATION: Administration recommends approval of bid awards to Roberto Ontiveros, dba/JR Electric.

COST: Head Start (HHS-ACF) funds for this project are available.
Acct #19-5156-20-10000-505

RELATED INFORMATION INCLUDED: Bid Tabulation/Contract

****

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director

DATE: August 13, 2014

SUBJ: Bid Award of AC Maintenance & Repair

We received three bids on the Air Conditioning Service and Repair bid.
Below is the tabulation of the bids submitted:

COMPANY	PRICE	PART MARK-UP %
Roberto Ontiveros, dba/JR Electric	$20.00/Hour	5%
Maistro Services	$38.00/Hour	10%
Hector Becerra	$49.75/Hour	18%

The lowest and best bid was submitted by Roberto Ontiveros, dba/JR Electric with the price of $20 per hour with a 5% mark-up on parts. In the past Mr. Ontiveros has provided good services.

The contracts attached have been reviewed by the legal counsel.
Should you have any questions please call me. Thank you.

CONTRACT FOR SERVICES
C-14-004-08-27

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (the "Agreement") is made effective the 1st day of September 2014 by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "the Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and _Roberto Ontiveros dba JR Electric__ (hereinafter "Contractor")

WITNESSETH:

WHEREAS, Program requires certain services which Contractor is able to provide, a description of each Service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Contractor has agreed to provide the Services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be used for the provision of Services the Program; and

WHEREAS, Program desires the Services to be provided by the Contractor; and

WHEREAS, the Contractor will provide the Services on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Contractor and Program agree as follows:

1. Contractor represents that Contractor is licensed by the State of Texas, and qualified to perform and execute the services provided in this Contract. If such license is suspended or revoked, this Contract shall automatically be terminated and Contractor shall immediately notify the Program of such suspension or revocation.

2. The term of this Contract shall commence on September 1st, 2014, and terminate August 31st, 2015, unless earlier terminated as provided herein. The term may be extended for an additional one (1) year by mutual agreement of the parties hereto on the same terms and conditions.

3. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by the Program, federal grantor agency or County of Hidalgo. In addition, the Contractor shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit or inspect records and reports, review services and /or evaluate the performance of the Services provided hereunder at any time. The Contractor shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Program.

4. As consideration for the above and foregoing, the Contractor shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of Services rendered to the Program during the statement period. Upon receipt of said statement, the Program shall submit

a requisition for payment of said Services in the customary manner provided for payments utilized by the Program. The Contractor shall be compensated for the Services based on the fee schedule, a copy of which is attached as Exhibit "B" hereto.

5. The Contractor must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Contractor represents and maintains that Contractor is an independent contractor and is not an employee of the Program, Hidalgo County, Texas, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of the Program or Hidalgo County, Texas, and/or agency therof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Contractor agrees to be responsible for any and all taxes included but not limited to federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

6. The Program and the Contractor agree that either party may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party. Proper notice will be submitted through certified letter to:

If TO PROGRAM:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

IF TO CONTRACTOR: Roberto Ontiveros
dba JR Electric
100 Miller Ave. Apt A
Mission, TX 78572

7. Contractor agrees to provide general liability, premises liability and auto liability insurance covering his and his employee's activities in the service for the Program in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish the Program a certificate issued by the insurer that such insurance is in full force and effect.

8. This Contract may be terminated without cause on thirty (30) days written notice by Program to Contractor.

9. Except as otherwise herein provided, the Contractor may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

A. The Contractor's employees, if any, who perform Services for the Program under this Agreement, shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Contractor shall provide adequate evidence that such persons are the Contractor's employees.

B. The Contractor will indemnify and hold the Program and the County of Hidalgo, its employee's, officers, elected officials and agents harmless from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim or actions caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this

Agreement, was Contractor's or that of any person providing services hereunder through or for Contractor. Upon written notice from the County and the Program, Contractor will resist and defend at its own expense, and by counsel reasonably satisfactory to the County and the Program, any such claim or action.

C. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

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

E. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this Agreement for ninety (90) days from the date of termination of the Contract at the same rate and terms. A thirty (30) day written notice of intention to extend will be provided prior to expiration by Hidalgo County Head Start Program.

F. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

G. Contractor will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the Services under this Agreement or in the selection of associates, employees, or independent contractors.

H. Contractor will perform the Services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rules and regulations of the Program, and all currently accepted and approved methods and practices of the practice or profession relating to the Services.

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

IN WITNESS WHEREOF, the parties have caused their signatures to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above.

EXECUTED as of the day and year first written above.

CONTRACTOR:

BY: _____
Roberto Ontiveros

_____
JR Electric

_____
(Owner)

HIDALGO COUNTY
HEAD START PROGRAM

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

ATTEST:

BY: _____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

BY:_____
Ricardo Gonzalez

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, L.L.P.

BY:_____
Stephen L. Crain

EXHIBIT A

HIDALGO COUNTY HEAD START PROGRAM
AIR CONDITIONING SERVICE

Description of Services

The following work is required on an as needed basis on the following (but not limited to) equipment; wall pack units, window units, Central Air/Heat Systems.

- Cleaning all components, removing dust, old lubricants or contaminants to allow Equipment to function as designed.
- Overhaul equipment and devices not in proper working order.
- Replace equipment, devices, system, compressors, or components not in proper working order.
- Company to provide the required preventive maintenance to reduce shipments of repairs utilizing this "Emergency Repair" delivery service.

Parts requiring replacement shall be the newest design available provided they are compatible with en-use equipment and functionally equivalent.

Steam cleaning of fan and coil units is not routine service. Cleaning shall be conducted outside normal operating hours to prevent building temperature extremes and inconvenience to building occupants. Cleaning shall be coordinated with the Field Operation Director or designated department head.

EMERGENCY CALLS

Contractor shall provide emergency service at no additional cost, in addition to normal maintenance and repairs as follows:

(a) Emergency response within two (2) hours after call, on a twenty four (24) hour a day basis, every day, including weekends and holidays.
(b) Contractor shall provide a current list of individuals responsible for providing emergency calls, to Hidalgo County Head Start Program Field Operations Director or designated representative.

(c) Automatic telephone answering or recording device numbers are not acceptable. One additional telephone number of someone within the company management structure shall also be given. The additional number is

Exhibit A, Description of Services (Cont.)

not to be used unless there has been no response to emergency calls within two (2) hours.

(d) Emergency service request may only be made by the Field Operations Director or designated representatives; a copy of such listing shall be provided to vendor.

ACCESS TO BUILDINGS: Field Operations Director, designated representative of Hidalgo County Head Start Program, shall establish mutually agreeable schedule for performance of routine service calls, schedule of normal operating hour's points of access, and other information necessary to insure optimum convenience to all concerned.

BILLING SPECIFICATIONS: Invoices must be submitted to the Field Operations Department on a weekly basis. The following information must be listed on the submitted invoice.

1. Center Location
2. Date
3. Description of Repair (s) being performed
4. Labors Price
5. Serial Number of unit which was worked on
6. Part – Price
7. Purchase Order
8. Confirmation Signature form Center Director

HIDALGO COUNTY HEAD START PROGRAM
AIR CONDITIONING SERVICE

EXHIBIT B

FEE SCHEDULE:

$ 20.00 Dollars per hour

5% Part Mark Up.

AI-46047 **15. A.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: WIC Department **Submitted By:** Rosie Cantu, BUDGET & MANAGEMENT

Department: WIC

Information

CAPTION

WIC ADM (1292):
Approval to deobligate funds from the WIC Admin FY 2014 Grant in the amount of $213,034.51 due to decreased client participation rate.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1292-441-00-350-001-4-XXX

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

BUDGETARY IMPACT:

SEE ATTACHED SALARIES ANALYSIS FOR FUNDING SOURCE AND AVAILIBILITY OF FUNDS.

Attachments

Revised (De-obligation)
Salary Analysis

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/19/2014 02:08 PM
Obdett Calzada	Obdett Calzada	08/21/2014 11:20 AM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Rosie Cantu Started On: 08/18/2014 11:10 AM

Final Approval Date: 08/21/2014

DATE: August 15, 2014

2014
Appropriation
(De-Obligation)

DEPARTMENT HEAD: SERGION CRUZ, BUDGET OFFICER

DEPARTMENT NAME: BUDGET & MANAGEMENT FOR WIC DEPT.

ACCOUNT NUMBER: 4-1292-441-00-350-001-4--XXX WIC ADMIN

Contact Person: DAMARIS SAN MIGUEL **Ph#:** (956) 292-7025 Ext. 5410

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, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	
4-1292-441-00-350-001-4-113	WIC ADM-	REG- FULL TIME EMPLOYEES
4-1292-441-00-350-001-4-114	WIC ADM-	REG- PART TIME EMPLOYEES
4-1292-441-00-350-001-4-115	WIC ADM-	LONGEVITY
4-1292-441-00-350-001-4-220	WIC ADM-	FICA
4-1292-441-00-350-001-4-230	WIC ADM-	RETIREMENT
4-1292-331-12-350-001-4-000	WIC ADMINISTRATION-	REVENUES

TOTAL BUDGET INCREASE (DECREASE)

REASON: TO DE-OBLIGATE AT THE REQUEST OF THE AUDITOR'S OFFICE, DUE TO DECREAS PARTICIPATION RATE.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

, Chapter 111, § 111.070,

AMOUNT
(55,000.00)
(54,000.00)
(7,034.51)
(50,000.00)
(47,000.00)
(213,034.51)
(213,034.51)

ED CLIENT

ATTEST COUNTY CLERK

WIC DEPARTMENT

Salaries Analysis Worksheet

8/13/2014

Acct No: WIC ADM - 4-1292-441-00-350-001-4

Object Code	Acct. Description	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Availability	De-Obligation AI 46047	Availability
113	Regular Full-Time	$214,548.76	4.7	$1,008,379.17	$1,069,355.72	$60,976.55	(55,000.00)	$5,976.55
114	Regular Part-Time	$4,561.93	4.7	$21,441.07	$80,606.05	$59,164.98	(54,000.00)	$5,164.98
115	Longevity	$4,119.51	4.7	$19,361.70	$28,321.19	$8,959.49	(7,034.51)	$1,924.98
211	Health	$46,431.00	4.7	$218,225.70	$254,614.11	$36,388.41		$36,388.41
212	Life	$626.00	2.0	$1,252.00	$1,991.57	$739.57		$739.57
220	FICA	$16,399.62	4.7	$77,078.21	$132,312.34	$55,234.13	(50,000.00)	$5,234.13
230	Retirement	$24,667.75	4.7	$115,938.43	$169,960.90	$54,022.48	(47,000.00)	$7,022.47
250	Unemployment	$1,291.12	4.7	$6,068.26	$7,670.08	$1,601.82		$1,601.82
260	Workers Comp	$1,581.21	4.7	$7,431.69	$20,071.39	$12,639.70		$12,639.70
TOTAL		**$314,226.90**	**-**	**$1,475,176.23**	**$1,764,903.35**	**$289,727.12**	**(213,034.51)**	**$76,692.61**

DBM-rc
08-13-14

AI-45791 **Auditor's Office 16. A.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted By: Alvaro Chuc, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

Authorization and approval for County Auditor to disseminate the County's 2013 Comprehensive Annual Financial Report and Single Audit in order to comply with the Single Audit Act.

BACKGROUND

Attachments

email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	08/01/2014 03:21 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Alvaro Chuc Started On: 07/31/2014 03:19 PM

Final Approval Date: 08/21/2014

Zimbra **monica.badillo@co.hidalgo.tx.us**

Regular AI-45791 - Presentation of Audit Report

From : Linda Fong <linda.fong@auditor.co.hidalgo.tx.us> Wed, Aug 20, 2014 03:26 PM

Subject : Regular AI-45791 - Presentation of Audit Report

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

Cc : debbie tamez <debbie.tamez@co.hidalgo.tx.us>, Dina Trevino <dina.trevino@co.hidalgo.tx.us>, Marcela Luna <becky.luna@auditor.co.hidalgo.tx.us>

I notified BMC of the change of the Commissioners Court meeting date from Tuesday to Monday. Ricky Longoria will not be able to present because of scheduling conflicts. Please change the agenda caption as follows:

Authorization and approval for County Auditor to disseminate the County's 2013 Comprehensive Annual Financial Report and Single Audit in order to comply with the Single Audit Act.

Linda Fong
First Assistant Auditor
Hidalgo County Auditor's Office
Ph: (956) 318-2511 ext. 4668
Fax: (956) 318-2577

AI-46101 **Auditor's Office 16. B.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

Discussion, consideration, and approval for the County Auditor's Office to conduct an audit of the Chapter 59 Asset Forfeiture Report prepared by the Hidalgo County District Attorney's Office for fiscal year 2014 pursuant to the Chapter 59 Asset Forfeiture Report requirements.

BACKGROUND

Code of Criminal Procedures section 59.06(g)(1) requires all law enforcement agencies and attorneys representing the state who receive proceeds or property under this chapter to account for the seizure, forfeiture, receipt, and specific expenditure of all the proceeds and property in an audit, which is to be performed annually by the commissioners court. The audit must be completed on a form provided by the attorney general and must include a detailed report and explanation of all expenditures, including salaries and overtime pay, officer training, investigative equipment and supplies, and other items. Certified copies of the audit shall be delivered by the law enforcement agency or attorney representing the state to the attorney general not later than the 60th day after the date on which the annual period that is the subject of the audit ends.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/20/2014 04:35 PM
Obdett Calzada	Obdett Calzada	08/21/2014 11:23 AM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Maria Medina Started On: 08/20/2014 04:00 PM

Final Approval Date: 08/21/2014

AI-46008 **Auditor's Office 16. C.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted By: Alvaro Chuc, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

1. Approval of 2014 Certification of New Sources of Revenues.
2. Presentation of 2015 Statement of Estimated Available Resources.

BACKGROUND

Attachments

COR

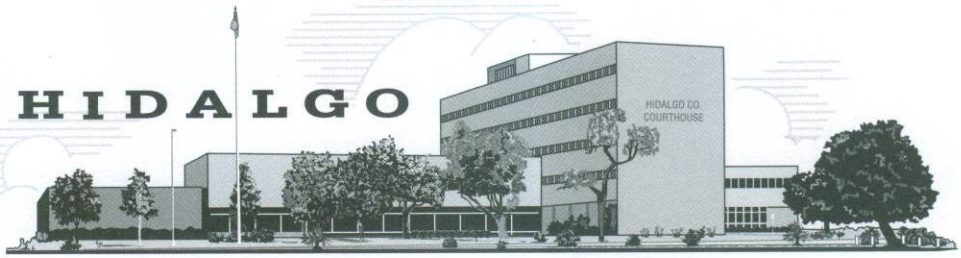
Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/15/2014 10:59 AM
Obdett Calzada	Obdett Calzada	08/21/2014 10:11 AM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Alvaro Chuc Started On: 08/15/2014 09:06 AM

Final Approval Date: 08/21/2014

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

August 26, 2014

The Honorable Ramon Garcia, County Judge
The Honorable Joel Quintanilla, 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

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

> The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the following revenues for the General, Special Revenue, Debt Service, and Enterprise Funds. These amounts are included in the projected ending fund balances at December 31, 2014. Please note that if these amounts are appropriated, projected fund balances will decrease accordingly.

GENERAL FUND

4-1100-331-12-080-001-0-000	TDPRS-Title IV-E County Legal Services Contract	95,000.00
4-1100-331-12-360-001-0-000	TDPRS-Title IV-E Child Welfare Services Contract	16,000.00
4-1100-334-00-009-003-0-000	TIDC Equalization Payment	416,973.00
4-1100-341-10-060-013-0-000	Justice of the Peace-Truancy Prevention and Dive	11,000.00
4-1100-341-10-090-018-0-000	District Clerk-E-filing Transaction Fee	190,000.00
4-1100-341-10-180-017-0-000	County Clerk-E-filing Transaction Fee	75,000.00
4-1100-345-40-340-001-0-000	Health Dept.-Third-Party Payments	90,000.00
4-1100-360-00-000-005-0-000	Miscellaneous Revenue-Insurance Claims	17,429.85
4-1100-360-00-090-000-0-000	Miscellaneous Revenue-Jury Script O/S Checks	7,360.00
4-1100-362-10-000-000-0-000	Rental Revenue	59,040.00
4-1100-392-11-080-000-0-000	District Attorney-Sale of Abandoned Vehicles	592.84
	Total General Fund	$978,395.69

SPECIAL REVENUE FUNDS

4-1200-360-00-000-000-0-000	R&B Fund-Miscellaneous Revenue	$673,854.57
4-1200-360-00-122-000-0-000	R&B Fund-Miscellaneous Rev-Precinct 2	568.41
4-1200-360-00-123-001-0-000	R&B Fund-Miscellaneous Rev-Road Dist #5	1,034.09
4-1220-335-00-292-000-0-000	LEOSE Fund-Constable Precinct 2	1,357.94
4-1224-352-30-080-000-0-000	Drug Abuse Prev-10% Crt Ordered Confiscations	159,461.80
4-1238-360-00-000-000-0-000	County Records Mgmt-Miscellaneous Revenue	12,955.88
4-1239-360-00-000-000-0-000	Court Reporter Service-Miscellaneous Revenue	2,829.44
4-1241-360-00-000-000-0-000	Courthouse Security-Miscellaneous Revenue	10,126.43
4-1247-360-00-000-000-0-000	Law Library-Miscellaneous Revenue	84,304.83
	Total Special Revenue Funds	$946,493.39

DEBT SERVICE FUNDS

4-1435-361-10-000-000-0-000	Refunding Bonds, 2005-Interest Earnings	1,126.32
4-1436-361-10-000-000-0-000	Cert of Obligation, 2006-Interest Earnings	636.96
4-1441-331-11-000-000-0-000	Cert of Obligation, 2009B&C-BABs Interest Reim	144,709.98
4-1442-331-11-000-000-0-000	Cert of Obligation, 2010A&B-BABs Interest Reim	331,901.42
4-1442-361-10-000-000-0-000	Cert of Obligation, 2010A&B-Interest Earnings	557.21
	Total Debt Service Funds	$478,931.89

PROPRIETARY FUNDS

4-2102-391-03-000-426-0-000	Jail Commissary-Transfer In	$318,945.38
	Total Proprietary Funds	$318,945.38

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/20/14
Date

AI-46083 **Planning Department 17. A.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: Raul E. Sesin, P.E. **Submitted By:** Nora Cavazos, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Preliminary Approval
a. Tamez & Garcia's Subdivision – Pct. 1 (Victor Tamez)
b. San Joaquin Phase 2 Subdivision – Pct. 1 (Herb Schurlock)
c. Border Town Acres Phase I – Pct. 4 (Richard Ruppert)
d. Aurora Valley Phase 4 – Pct. 1 (ML Rhodes)

2. Final Approval
a. Terry Palms No. 2 Subdivision – Pct. 4 (Kyle Ruppert)
b. The Estates of Santa Cruz Ranches No. 3 – Pct. 4 (Richard Ruppert)
c. Villa Salazar Subdivision – Pct. 4 (Alicia Wells & Estela Rodriguez)
d. RG Estates Phase 1 Subdivision – Pct. 4 (RG Estates LLC)
e. La Victoria Phase 2 Subdivision – Pct. 1 (Paul Daniec)
f. San Pablo Subdivision – Pct. 4 (Tillmin Welch)
g. Moreno Phase 3 Subdivision – Pct 4 (Esperanza Moreno)

3. Final Approval with Financial Guarantee
a. Ruiz Subdivision – Pct. 4 (Mario Ruiz)

BACKGROUND

Attachments

Tamez & Garcia - Preliminary
San Joaquin Ph 2 - Preliminary
Border Town Acres Ph I - Preliminary
Aurora Valley Ph. 4 - Preliminary
Terry Palms No. 2 - Final
The Estates of Santa Cruz Ranches No. 3 - Final
Villa Salazar - Final
RG Estates Phase I - Final
La Victoria Phase 2 - Final
San Pablo - Final
Ruiz - Final
Moreno Subd. Final

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/20/2014 10:04 AM
Glinda Pacheco	Glinda Pacheco	08/21/2014 08:30 AM

Purchasing Department Monica Badillo 08/21/2014 05:39 PM

Form Started By: Nora Cavazos Started On: 08/20/2014 09:32 AM

Final Approval Date: 08/21/2014

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 08-25-2014

PROPOSED **TAMEZ & GARCIA'S** SUBDIVISION, PRECINCT No. **1** .

ENGINEER: **NAIN ENGINEERING** DEVELOPER: **VICTOR MANUEL TAMEZ**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **2** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **East of Mile 2 ½ East Rd approximately ¼ mile South of Mile 9 North.**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* **Mercedes** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **04-23-14** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

ROAD R.O.W. DEDICATION: **15 feet to Mile 2 ½ East**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **04-23-14** : By, **Roy Gonzalez** PCT 1 R.O.W. AGENT

H.C.H.D APPROVAL DATE: **04-24-14** by: **Elizardo "Chardo" Ramos,** Environmental Health Division Manager

SEWER SYSTEM: ☒SANITARY SEWER BY: **City of Mercedes** LINE SIZE: **8"** LOCATION: **Mile 2 ½ East**

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **8"** LOCATION: **Mile 2 ½ East Road**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **05-08-14 .**: By **Martin Ramirez, Director of Office of Environmental Compliance**

☒**SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON:

REQUEST FOR FINAL APPROVAL WITH:

☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

☐**A Letter of Credit** *Financial Institution: _____ L.O.C No. _____*

Amount: $_____For: ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject to comments and future recommendations by planning and other departments and the approval of the* ***City of Mercedes***

☐ **Final Approval** *subject to recommendations other departments*

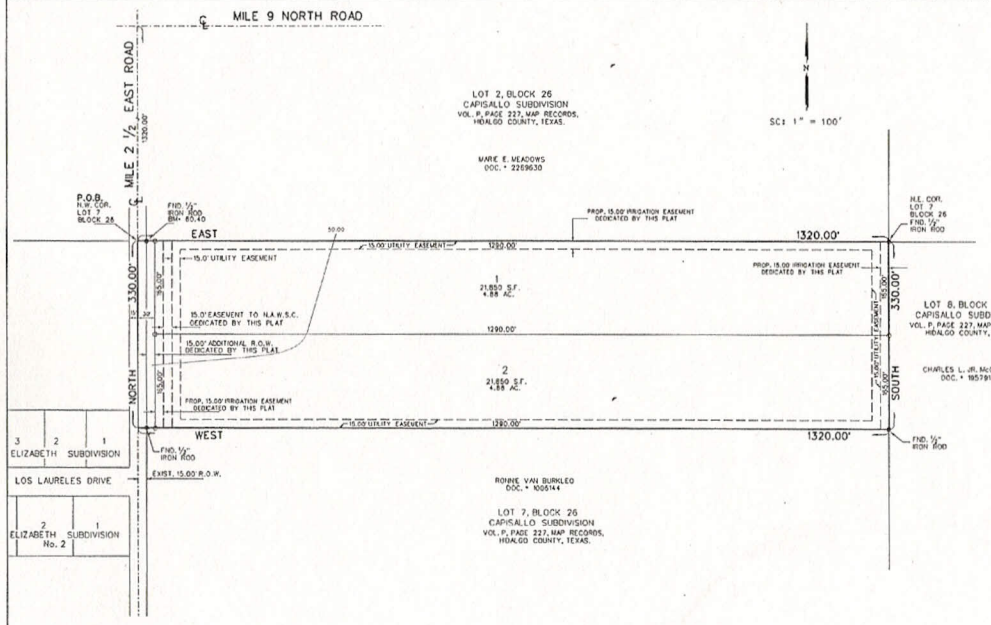
☐ **Final Approval** *with financial guarantee.*

This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules,

* *Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

TAMEZ AND GARCIA'S SUBDIVISION

A 10.00 ACRE TRACT OF LAND BEING THE NORTH 330.00 FEET OF LOT 7, BLOCK 26, CAPISALLO SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME P, PAGE 227, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER DOCUMENT NUMBER 2433974, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



METES AND BOUNDS

A 10.00 ACRE TRACT OF LAND BEING THE NORTH 330.00 FEET OF LOT 7, BLOCK 26, ACCORDING TO THE MAP RECORDED IN VOLUME P, PAGE 227, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER DOCUMENT NUMBER 2433974, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

BEGINNING AT A POINT IN THE CENTERLINE OF MILE 2 ½ EAST ROAD FOR THE NORTHWEST CORNER OF LOT 7 AND THE NORTHWEST CORNER OF THIS TRACT;

THENCE: EAST, ALONG THE NORTH LINE OF LOT 7, PASSING A ½" IRON ROD FOUND AT 15.00 FEET FOR THE EAST R.O.W. LINE OF MILE 2 ½ EAST ROAD, A TOTAL DISTANCE OF 1320.00 FEET TO A ½" IRON ROD FOUND FOR THE NORTHEAST CORNER OF LOT 7 AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE: SOUTH, ALONG THE EAST LINE OF LOT 7, A DISTANCE OF 330.00 FEET TO A ½" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE: WEST, PASSING AT A ½" IRON ROD FOUND AT 1305.00 FEET TO A ½" IRON ROD FOND FOR FOR THE EAST R.O.W. LINE OF MILE 2 ½ EAST ROAD, A TOTAL DISTANCE OF 1320.00 TO A POINT ON THE WEST LINE OF LOT 7 AND IN THE CENTERLINE OF MILE 2 ½ EAST ROAD FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE: NORTH, ALONG THE WEST LINE OF LOT 7 AND THE CENTERLINE OF MILE 2 ½ EAST ROAD, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.00 ACRES OF LAND MORE OR LESS.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE") THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED. IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATERLINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN, THUS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIES EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGHT FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2014.

OWNER:VICTOR MANUEL TAMEZ
ADDRESS: 853 HACKBERRY ST
PORT LAVACA, TEXAS, 77979

OWNER:MAYRA SAN JUANITA TAMEZ
ADDRESS: 853 HACKBERRY ST
PORT LAVACA, TEXAS, 77979

STATE OF TEXAS
COUNTY OF HIDALGO

OWNERS DEDICATION, CERTIFICATION, AND ATTESTATION

WE, VICTOR MANUEL TAMEZ AND MAYRA SAN JUANITA TAMEZ OWNERS OF THE 10.00 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "TAMEZ AND GARCIA'S SUBDIVISION" HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK AND EASEMENTS SHOWN HEREIN.
WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTION TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTION TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTION PROVIDED TO THE LOTS MEET, OR WILL MEET, MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT IS TRUE AND COMPLETE.

OWNER:VICTOR MANUEL TAMEZ
ADDRESS: 1602 E. 25TH ST
WESLACO, TEXAS, 78596

OWNER: MAYRA SAN JUANITA TAMEZ
ADDRESS: 1602 E. 25TH ST
WESLACO, TEXAS, 78596

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED VICTOR MANUEL TAMEZ AND MAYRA SAN JUANITA TAMEZ PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2014

NOTARY PUBLIC, FOR THE STATE OF TEXAS

THIS PLAT IS HERE BY APPROVED BY THE HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT No. 9
DATED THIS _____ DAY OF _____, 2014

PRESIDENT DATE

ATTEST: _____
SECRETARY DATE

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE § 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1
BY: _____

UNDER LOCAL GOVERNMENT CODE 212.0115(B)
WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF TAMEZ AND GARCIA'S SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MERCEDES.

MAYOR OF THE CITY OF MERCEDES — DATE

ATTEST: _____
SECRETARY OF THE CITY OF MERCEDES — DATE

THIS PLAT OF TAMEZ AND GARCIA'S SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MERCEDES TEXAS AND IS HEREBY APPROVED BY SUCH

COMMISSION DATED THIS _____ DAY OF _____ 2014

SECRETARY — DATE — CHAIRMAN — DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, HOMERO LUIS GUTIERREZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

HOMERO LUIS GUTIERREZ
REGISTERED PROFESSIONAL LAND SURVEYOR No. 2791
2600 SAN DIEGO
MISSION, TEXAS 78572

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, GUILLERMO A. ARRATIA A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER No. 94001 5/19/14
526 N. 5TH ST.
DOINIA, TEXAS. 78537

GUILLERMO A. ARRATIA — 94001 — LICENSED PROFESSIONAL ENGINEER

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE TAMEZ AND GARCIA'S SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 2014.

HIDALGO COUNTY JUDGE — DATE

ATTEST: _____
HIDALGO COUNTY CLERK — DATE

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL
I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF TAMEZ AND GARCIA'S SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARMENT ON _____

HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

GENERAL NOTES:

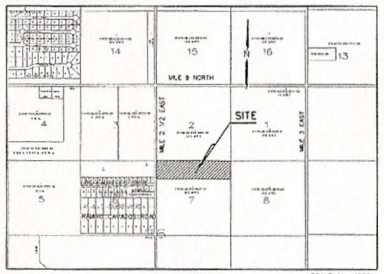
1. MIN. BUILDING SETBACK LINES:
FRONT 45.0'
SIDE 6.0' OR EASEMENT WHICH EVER IS GREATER
REAR 15.0' OR EASEMENT WHICH EVER IS GREATER

2. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET, 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

3. ●-DENOTES ½" IRON ROD FOUND UNLESS OTHERWISE NOTED.
○-DENOTES ½" IRON ROD SET UNLESS OTHERWISE NOTED.
↗-DENOTES N.N.I. FOUND UNLESS OTHERWISE NOTED.

4. BENCHMARK ELEVATION =80.40' TOP OF ½" IRON ROD LOCATED AT THE NORTHWEST CORNER OF LOT 1 OF THIS SUBDIVISION.

5. FLOOD ZONE DESIGNATION: ZONE "X"
AREAS DETERMINED TO BE OUT SIDE 500 YEAR FLOOD PLAIN
C.P.N. 480334 0450 C
MAP REVISED: JUNE 6, 2000.
REVISED TO REFLECT LOMR DATED: MAY 30, 2002
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).



LOCATION MAP — SCALE: 1" = 1000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

TAMEZ AND GARCIA'S SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 1 AND IS LOCATED EASTERLY, HIDALGO COUNTY, ON THE EAST SIDE OF MILE 2 ½ EAST, ½ MILE SOUTH OF MILE 9 NORTH ROAD, THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MERCEDES (POPULATION OF 14,185 2005 CENSUS), TAMEZ AND GARCIA'S SUBDIVISION LIES OUTSIDE THE 2 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF MERCEDES UNDER LOCAL GOVERNMENT CODE § 212.001.

6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL OF 32.79 CUBIC -FEET - 0.75 - ACRE-FEET) OF STORM WATER RUNOFF, DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITH DETENTION AREA ON THE WEST SIDE OF THIS LOT

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT; ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL; APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT

9. THERE IS A WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION

10. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

11. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.

12. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL AND USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND DEEP PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

13. FIRE HYDRANTS INSTALLED WITHIN THE CORPORATION'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS.

14. IF THE PURCHASER(S) OF A LOT REQUIRES A COMMERCIAL LOT & SUBSEQUENTLY DETERMINE THAT A LARGER METER IS REQUIRED, THEN THE LUE WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE UPGRADE MUST BE PAID TO THE CORPORATION PRIOR TO THE INITIATION OF SERVICE ON SUCH LARGER METER(S). THE DEVELOPER WILL NEED TO ADVISE PURCHASERS OF THIS OBLIGATION.

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

NAME	ADDRESS	CITY & ZIP	PHONE
OWNER: VICTOR MANUEL TAMEZ	1602 E 25TH ST	WESLACO, TX. 78598	(361) 482-7133
ENGINEER: GUILLERMO A. ARRATIA, P.E.	526 N 5TH ST.	DOINIA, TX. 78537	(956) 784-0218
SURVEYOR: HOMERO L. GUTIERREZ	2600 SAN DIEGO	MISSION, TEXAS. 78572	(956) 583-2479

DATE OF PREPARATION: APRIL 15, 2014

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET
DOINIA, TEXAS. 78537
FIRM NO. F-9050
PH. (956) 784-0218
E-MAIL:NAINENGINEERING@YAHOO.COM

SHEET 1 OF 2

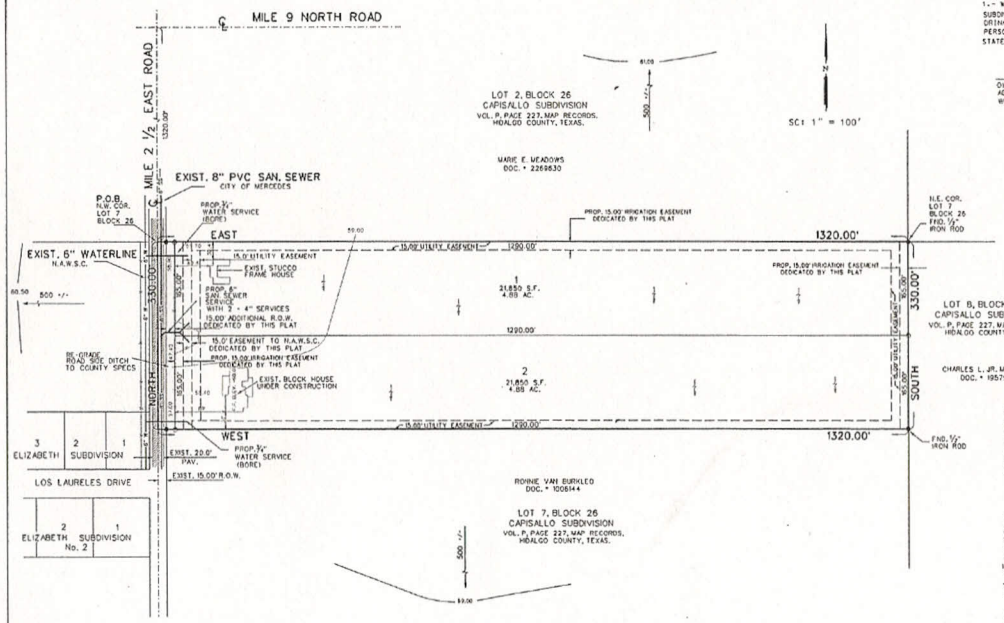
INDEX TO SHEET OF TAMEZ AND GARCIA'S SUBDIVISION

SHEET 1	HEADINGS; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENTS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATIONS; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; F.E.M.A. CERTIFICATION; C.C.N. No. 9 CERTIFICATE OF APPROVAL; REVISION NOTES; P.S.C.N.D.
SHEET 2	WATER DISTRIBUTION AND STORAGE FACILITY; ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND SANITARY SEWER, AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); TYPICAL WATER SERVICE CONNECTION; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; DRAINAGE REPORT, INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; CONSTRUCTION DETAILS

MAP OF TOPOGRAPHY AND DRAINAGE
MAPA DE TOPOGRAFIA Y DRENAJE

TAMEZ AND GARCIA'S SUBDIVISION

A 10.00 ACRE TRACT OF LAND BEING THE NORTH 330.00 FEET OF LOT 7, BLOCK 26, CAPISALLO SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME P, PAGE 227, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER DOCUMENT NUMBER 2433974, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE DISTRIBUCION DE AGUA

SUBDIVIDER CERTIFICATION:

1.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOT MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOT OR SEPTIC TANK MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.- WE VICTOR MANUEL TAMEZ AND MAYRA SAN JUANITA TAMEZ SUBDIVIDERS OF TAMEZ AND GARCIA SUBDIVISION SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPL WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

OWNER: VICTOR MANUEL TAMEZ
ADDRESS: 1602 E 25TH ST
WESLACO, TEXAS. 78596

OWNER: MAYRA SAN JUANITA TAMEZ
ADDRESS: 1602 E 25TH ST
WESLACO, TEXAS. 78596

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED VICTOR MANUEL TAMEZ AND MAYRA SAN JUANITA TAMEZ PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THE MED STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2014

NOTARY PUBLIC, FOR THE STATE OF TEXAS

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY DESCRIPTION, COST, AND OPERABILITY DATE:

TAMEZ AND GARCIA'S SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY N.A.W.S.C.). THE SUBDIVIDER, AND N.A.W.S.C., HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 6 " DIAMETER WATERLINE RUNNING ALONG THE WEST RIGHT-OF-WAY OF MILE 2 1/2 EAST ROAD

WATER DISTRIBUTION FOR TAMEZ AND GARCIA'S SUBDIVISION CONSIST OF A PROPOSED 2- 3/4" DIAMETER DUAL WATER SERVICE VIA BORE , SAID SERVICE TERMINATE AT THE WATER METER BOX, AND THE METER BOX HAVE ALREADY BEEN INSTALLED AT A TOTAL COST OF $2,500, IN ADDITION THE THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $2,750.00, WHICH COVERS THE COST FOR LOTS AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C., UPON REQUEST BY THE LOT OWNER, N.A.W.S.C., WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER.

THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C., AND SAID DISTRIBUTION SYSTEM OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATES:

TAMEZ AND GARCIA'S SUBDIVISION WILL BE TREATED BY WASTE WATER SERVICE FROM THE CITY OF MERCEDES , THE SUBDIVIDER AND THE CITY OF MERCEDES HAVE ENTERED INTO A CONTRACT IN WHICH THE CITY OF MERCEDES HAS PROMISED TO PROVIDE SUFFICIENT WASTE WATER FOR AT LEAST 30 YEARS AND THE CITY OF MERCEDES HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WASTE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

THE CITY OF MERCEDES HAS AN EXISTING 8 INCH SANITARY SEWER LINE RUNNING ALONG THE EAST RIGHT-OF-WAY LINE OF MILE 2 1/2 EAST THE WASTE WATER SYSTEM FOR TAMEZ AND GARCIA SUBDIVISION CONSIST OF ONE 8 INCH WITH TWO 4 INCHES SANITARY SEWER SERVICES THAT TAPS INTO THE EXISTING 8 INCH LINE.

THE 8 INCH SEWER SERVICE WITH 2- 4 INCH SERVICE LINES WILL BE INSTALLED AT A TOTAL COST OF $ 2,500.00. TO COVER THE COST FOR THE AFOREMENTIONED WASTE WATER DISTRIBUTION SYSTEM IN ADDITION THE SUBDIVIDER HAS PAID THE CITY OF MERCEDES THE SUM OF $600.00, WHICH COVERS THE $200.00 PER LOT AS STATED IN THE 30 YEAR WASTE WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE SERVICES AND ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO THE CITY OF MERCEDES. THE ENTIRE WASTE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY THE CITY OF MERCEDES AND SAID SEWER SERVICES ARE OPERABLE AS OF THE DATE OF THE RECORDING PLAT.

ENGINEER CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COST TO INSTALL THE WATER DISTRIBUTION SYETEM AND ONSITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES - THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 5,250.00

SEWAGE FACILITIES - SANITARY SEWER SERVICES HAS BEEN INSTALLED AT A TOTAL COST OF $ 2,500.00

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH

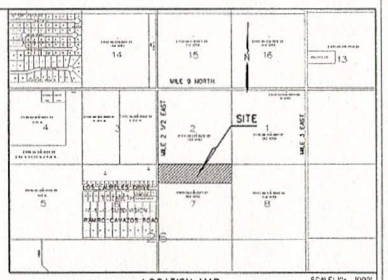
PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHA DE INICIO

LA SUBDIVISION DE TAMEZ AND GARCIA'S SUBDIVISION RECIBIRA SU PROVISION DE AGUA DE NORTH ALAMO WATER SUPPLY. EL DUENO DE LA SUBDIVISION Y LA COMPANIA AGUA N.A.W.S.C., HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 ANOS. N.A.W.S.C., HA PRESENTADO DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION.

EL SISTEMA DE PROVISION DE AGUA PARA LA SUBDIVISION DE TAMEZ AND GARCIA'S SUBDIVISION CONSISTE DE UN CONDUCTO DE AGUA EXISTENTE DE 6 PULGADAS DE DIAMETRO QUE PASA POR EL LADO OESTE DEL DERECHO DE VIA (RIGHT-OF-WAY) DE LA CARRETERA MILE 2 1/2 EAST ROAD

PARA LA DISTRIBUCION DEL AGUA PARA TAMEZ AND GARCIA'S SUBDIVISION SE INSTALARAN DOS CONDUCTOS DE 3/4 PULGADA DE DIAMETRO PARA Y EL MEDIDOR MECANICO DE AGUA A UN COSTO TOTAL DE $ 2,500.00

EL DUENO DE LA SUBDIVISION TAMBIEN LE HA PAGADO A N.A.W.S.C. $ 5,250.00 POR LA SUBDIVISION QUE CUBRE EL COSTO DEL MEDIDOR MECANICO DE AGUA PARA CADA LOTE. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACION DEL MEDIDOR Y LOS GASTOS DE CONEXION. CUANDO EL DUENO DEL LOTE SOLICITE EL MEDIDOR DE AGUA, LA COMPANIA DE N.A.W.S.C., LO INSTALARA SIN COSTO ALGUNO AL DUENO DE LA SUBDIVISION. EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.



LOCATION MAP SCALE: 1"= 1000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

TAMEZ AND GARCIA'S SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 1 AND IS LOCATED EASTERLY HIDALGO COUNTY, ON THE EAST SIDE OF MILE 2 1/2 EAST, 1/4 MILE SOUTH OF MILE 9 NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MERCEDES (POPULATION OF 14,185 2005 CENSUS). TAMEZ AND GARCIA'S SUBDIVISION LIES OUTSIDE THE 2 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF MERCEDES UNDER LOCAL GOVERNMENT CODE § 212.001.

DRAINAGE REPORT:

APRIL 18, 2014
DRAINAGE REPORT:
BY: GUILLERMO A. ARRATIA, P.E.

TAMEZ AND GARCIA'S SUBDIVISION
HIDALGO COUNTY, TEXAS

PROJECT LOCATION:
THE PROPERTY IS LOCATED ON THE EAST SIDE OF MILE 2 1/2 EAST ROAD, 1/4 MILE SOUTH OF MILE 9 NORTH ROAD.

FLOOD PLAIN:
THE SUBJECT TRACT LIES IN ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0450 C
MAP REVISED: JUNE 6, 2000.
REVISED TO REFLECT LOMR DATED: MAY 30, 2002

SOIL CONDITIONS:
A REVIEW OF THE SOIL SURVEY OF HIDALGO COUNTY INDICATES THE SUBJECT TRACT LIES IN AN AREA OF PREDOMINATELY MERCEDES AND REYMONDVILLE SANDY CLAY LOAM SOIL THAT HAS A POOR LOW SHRINK-SWALE POTENTIAL AND IS LISTED IN HYDROLOGICAL GROUP D.

EXISTING CONDITIONS:
THE SUBJECT TRACT IS CURRENTLY DEVELOP. THE EXISTING TERRAIN HAS A GRADE OF APPROXIMATELY 0.12. EXISTING RUNOFF (3.81 CFS) FROM THE SITE IS BY FORM OF SHEET FLOW RUNS TOWARDS THE SOUTH SIDE OF THIS TRACT.

PROPOSED CONDITIONS:
THE PROPOSED CONDITIONS FOR THIS SUBJECT TRACT CONSIST OF 2 RESIDENTIAL/COMMERCIAL LOTS. THE STORM SEWER RUNOFF AFTER DEVELOPMENT TO BE 10 CFS, I HAVE CALCULATED THAT 32.712 CF OF STORM SEWER FOR A 10-YEAR DESIGN FREQUENCY AND WILL BE DETAINED WITHIN THE PROPERTY BY A DRAINAGE EXISTING NATURAL LOW AREAS, AND OUTFALLING INTO THE RE-GRADED ROAD SIDE DITCH. DRAINAGE PLAN TO BE APPROVED BY THE COUNTY OF HIDALGO AT THE TIME OF ISSUANCE OF BUILDING PERMIT.

CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN A
THE SUBJECT TRACT LIES IN ZONE "X"
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0450 C
MAP REVISED: JUNE 6, 2000.
REVISED TO REFLECT LOMR DATED: MAY 30, 2002
BASED ON GRAPHICAL REPRESENTATION ON DATE SIGN.

GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER NO. 94001 7/9/14
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS — GUILLERMO A. ARRATIA — 94001 — LICENSED PROFESSIONAL ENGINEER

COST ESTIMATE:

STREET PAVINGS	$ 000.00
WATER SUPPLY SYSTEM	$ 5,250.00
SAN. SEWER SERV.	$ 2,500.00
DRAINAGE	$ 000.00

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER NO. 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

STATE OF TEXAS — GUILLERMO A. ARRATIA — 94001 — LICENSED PROFESSIONAL ENGINEER

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	VICTOR MANUEL TAMEZ	1602 E 25TH ST	WESLACO, TX. 78596	(361) 482-7133
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX. 78537	(956) 784-0218
SURVEYOR:	HONORIO L. GUTIERREZ	2600 SAN DIEGO	MISSION, TEXAS. 78573	(956) 583-3479

DATE OF PREPARATION: APRIL 15, 2014

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
FIRM NO. F-9050
526 N. 5TH STREET
DONNA, TEXAS. 78537
PH. (956) 784-0218
E-MAIL: NAINENGINEERING@YAHOO.COM

SHEET 2 OF 2

INDEX TO SHEET OF TAMEZ AND GARCIA'S SUBDIVISION

SHEET 1	HEADING: INDEX: LOCATION MAP AND KEY: PRINCIPAL CONTACTS: PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS: LEGAL DESCRIPTION: METES AND BOUNDS: SURVEYOR'S AND ENGINEER'S CERTIFICATIONS: PLAT NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATIONS: COUNTY APPROVAL CERTIFICATE: FULL COUNTY SEAL: NOTARIZED CERTIFICATE: FINAL COUNTY CERTIFICATE OF PLAT APPROVAL: DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED: H.C.D.D. CERTIFICATIONS: C.C.N.D. NO. 9 CERTIFICATE OF APPROVAL: REVISION NOTES: H.C.M.D.
SHEET 2	WATER DISTRIBUTION AND SEWAGE FACILITY: ENGINEERING REPORT (ENGLISH AND SPANISH VERSIONS): INCLUDING DESCRIPTION OF WATER AND SANITARY SEWER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSIONS): TYPICAL WATER SERVICE CONNECTION: OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION: DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT: MAP OF TOPOGRAPHY AND DRAINAGE: AND ENGINEER'S CERTIFICATION: REVISION NOTES: CONSTRUCTION DETAILS

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 08-25-2014

PROPOSED **SAN JOAQUIN PHASE 2** SUBDIVISION, PRECINCT No. **1** .

ENGINEER: **QUINTANILLA, HEADLEY & ASSOC.** DEVELOPER: **HERB SCHURLOCK**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **208** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY **3** ☒ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **Northeast of Val Verde Rd (FM 1423) & Minnesota Rd.**

SUBDIVISION LIES WITHIN THE: ☒ *ETJ of* **Donna** *and will be approved administratively by said City.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **06-06-14** PROPERTY LIES WITHIN FLOOD ZONE: **"C"** AS PER FEMA.

DRAINAGE DESIGN: **Will be provided by a storm drainage pipe system discharging into an existing Donna Irrigation Ditch abutting North of the proposed subdivision. Detention will be provided by the existing drain ditch.**

ROAD R.O.W. DEDICATION: **20 feet to Val Verde Rd & 30 feet to Minnesota Rd**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **07-15-14** : By, **Roy Gonzalez** PCT 1 R.O.W. AGENT

H.C.H.D APPROVAL DATE: **07-02-14** by: **Elizardo "Chardo" Ramos,** Environmental Health Division Manager

SEWER SYSTEM: ☒ SANITARY SEWER BY: **City of Donna** LINE SIZE: **10"** LOCATION: **Minnesota Rd**

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **12"** LOCATION: **Minnesota Rd**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **07-02-14 .**: By **Martin Ramirez, Director of Office of Environmental Compliance**

☒ **LARGE CONSTRUCTION**

The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON:

REQUEST FOR FINAL APPROVAL WITH:

☐ **Cash Deposit:** *Amount:$_____For:* ☐ *OSSF(S)_____* ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS

☐ **A Letter of Credit** *Financial Institution: _____ L.O.C No. _____*

Amount: $_____For: ☐ *OSSF(S)_____* ☐ PAVING ☐ DRAINAGE ☐ STREET SIGNS

STAFF RECOMMENDS:

☒ **Preliminary Approval** *subject to comments and future recommendations by planning and other departments.*

☐ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

THE DAVID & ALEXANDER RJ CAMPBELL TRACT:
A 15.00 ACRE TRACT BEING THE WEST HALF OF BLOCK 113, HILL-HALBERT TRACT, PROPERTY ID 192926, HIDALGO COUNTY, TEXAS.

SUBDIVISION PLAT OF:

SAN JOAQUIN SUBDIVISION PHASE II

A 51.33 ACRE TRACT OF LAND BEING ALL OF BLOCKS 119 AND 120, HILL-HALBERT TRACT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO CORRECTION WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2434481, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS

METES AND BOUNDS

A 51.33 ACRE TRACT OF LAND BEING ALL OF BLOCKS 119 AND 120, HILL-HALBERT TRACT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO CORRECTION WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2434481, 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 FOUND AT THE INTERSECTION OF THE CENTERLINES OF VALVERDE ROAD (F.M. 1423) AND MINNESOTA ROAD FOR THE SOUTHWEST CORNER OF BLOCK 119 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°49' E, ALONG THE WEST LINE OF BLOCK 119 AND THE CENTERLINE OF VALVERDE ROAD (F.M. 1423), A DISTANCE OF 1,337.26 FEET TO A COTTON PICKER SPINDLE FOUND FOR THE NORTHWEST CORNER OF BLOCK 119 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; N 89°36' E, ALONG THE NORTH LINE OF BLOCKS 119 AND 120, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND AT 40.52 FEET FOR THE EAST RIGHT OF WAY LINE OF VALVERDE ROAD (F.M. 1423), A TOTAL DISTANCE OF 1,587.16 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF BLOCK 120 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 00°22'50" E (MAP RECORD: S 00°24' E), PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 RPLS FOUND AT 100.00 FEET FOR THE SOUTH LINE OF A 100.00 FOOT DONNA IRRIGATION DISTRICT DRAIN DITCH RIGHT OF WAY, PASSING A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND AT 1,300.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF MINNESOTA ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO A COTTON PICKER SPINDLE FOUND IN THE CENTERLINE OF MINNESOTA ROAD FOR THE SOUTHEAST CORNER OF BLOCK 120 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; S 89°36' W, ALONG THE SOUTH LINE OF BLOCKS 119 AND 120, AND THE CENTERLINE OF MINNESOTA ROAD, A DISTANCE OF 1,800.89 FEET TO THE POINT OF BEGINNING AND CONTAINING 51.33 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH SAN JOAQUIN SUBDIVISION, RECORDED IN INSTRUMENT NUMBER 2486634, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

5-28-14
DATE

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this___ day of _____ 20___.

BUENA TIERRA HOLDINGS, LLC
HERB SCHURLOCK, III, MANAGER
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
154	5809.13	0.13
155	5874.85	0.13
156	5875.98	0.13
157	5877.10	0.13
158	5878.23	0.13
159	5879.36	0.13
160	5880.48	0.13
161	5882.63	0.14
162	7050.84	0.16
163	7972.46	0.18
164	6134.07	0.15
165	6135.29	0.15
166	6136.52	0.15
167	6137.74	0.15
168	6138.96	0.15
169	6539.42	0.15
170	6517.50	0.15
171-175	6120.00	0.14
176	7956.00	0.18
177	7038.00	0.16
178	5873.16	0.13
179-184	5872.14	0.13
185-186	5807.50	0.13
187-192	5872.14	0.13
193	5873.16	0.13
194	7038.00	0.16
195	7956.00	0.18
196-200	6120.00	0.14
201-202	6517.50	0.15
203-207	6120.00	0.14
208	7956.00	0.18
209	7038.00	0.16
210	5873.16	0.13
211-216	5872.14	0.13
217-218	5807.50	0.13
219-224	5872.14	0.13
225	5873.16	0.13
226	7038.00	0.16
227	7956.00	0.18
228-232	6120.00	0.14
233-234	6517.50	0.15
235-239	6120.00	0.14
240	7956.00	0.18
241	7038.00	0.16
242	5873.16	0.13
243-248	5872.14	0.13
249-250	5807.50	0.13

AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
251-255	5872.14	0.13
256	5831.90	0.134
257	8684.60	0.199
258	10113.57	0.232
259	8684.60	0.199
260	5831.90	0.134
261-265	5872.14	0.13
266-267	5807.50	0.13
268-273	5872.14	0.13
274	5873.16	0.13
275	7038.00	0.16
276	7956.00	0.18
277-281	6120.00	0.14
282	6517.50	0.15
283	6517.50	0.15
284-286	6120.00	0.14
287&292	6025.70	0.14
288&291	6025.70	0.14
289&290	6835.48	0.16
293-295	6120.00	0.14
296-297	6517.50	0.15
298-302	6120.00	0.14
303	7956.00	0.18
304	7038.00	0.16
305	5873.16	0.13
306-311	5872.14	0.13
312-313	5807.50	0.13
314-319	5807.50	0.13
320	5873.16	0.13
321	7038.00	0.16
322	7956.00	0.18
323-327	6120.00	0.14
328	6517.50	0.15
329	15186.61	0.35
330	14038.52	0.32
331	15085.59	0.35
332	16132.65	0.37
333	21638.25	0.50
334	7038.00	0.16
335	5873.16	0.13
336	5872.14	0.13
337	25343.91	0.58
338	39444.12	0.91
339	56317.55	1.29
340	11193.31	0.26
341-363	6360.00	0.15
364	6400.63	0.15

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 44°36'00" E	21.21'
L2	S 45°24'00" E	21.21'
L3	S 44°36'00" W	35.36'
L4	N 45°24'00" W	35.36'
L5	N 49°14'45" E	38.10'
L6	S 40°45'15" E	32.38'
L7	N 40°45'15" W	90.65'
L8	N 40°45'15" W	64.75'
L9	S 49°14'45" W	76.21'

CURVE DATA CHART			
CURVE	DELTA	RADIUS	LENGTH
"A"	50°00'00"	50.00'	43.63'
"B"	60°00'00"	50.00'	52.36'

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, HERB SCURLOCK, MANAGER OF BUENA TIERRA HOLDINGS, LLC, AS OWNER OF THE 51.33 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SAN JOAQUIN SUBDIVISION PHASE II, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

BUENA TIERRA HOLDINGS, LLC
HERB SCHURLOCK, III, MANAGER
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared HERB SCHURLOCK, III, MANAGER OF BUENA TIERRA HOLDINGS, LLC proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

NEYDA S. RAMIREZ
Notary Public, State of Texas
My Commission Expires
March 17, 2017

NEYDA S. RAMIREZ — NOTARY PUBLIC

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the SAN JOAQUIN SUBDIVISION PHASE II was reviewed and approved by the Hidalgo County Commissioners Court on _____, ____.

Hidalgo County Judge — date

ATTEST:

Hidalgo County Clerk — date

CITY OF DONNA, TX
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE §212.009(c) AND §212.0115(b)

WE THE UNDERSIGNED CERTIFY that this plat of the SAN JOAQUIN SUBDIVISION PHASE II was received and approved by the city Council of the City of _____ on _____, ____.

Mayor of the City of DONNA — Date

ATTEST:

Secretary of the City of DONNA — Date

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT ON THIS_____ DAY OF _____, 20____.

SECRETARY — PRESIDENT

APPROVAL OF THE PLANNING COMMISSION OF THE CITY:
THIS PLAT SAN JOAQUIN SUBDIVISION PHASE II HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION ON THE CITY OF DONNA, TEXAS, AND IS HEREBY APPROVED BY SUCH

DATED THIS _____ DAY OF _____ 20____.
COMMISSION.

ATTEST: — BY:

SECRETARY — CHAIRMAN PLANNING COMMISSION

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(e). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY:_____

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

EULALIO RAMIREZ
77062
REGISTERED PROFESSIONAL ENGINEER

EULALIO RAMIREZ
P.E. No. 77062

8-7-14
DATE

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

INDEX OF SHEETS

SHEET 1.
HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP- LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, PLAT ATTESTATION: CITY APPROVAL CERTIFICATE: COUNTY CLERK'S RECORDING CERTIFICATE: REVISION NOTES, HCDD NO. 1 CERTIFICATION, H.C. RIGHT OF WAY CERTIFICATE, DONNA IRRIGATION DIST. APPROVAL, NORTH ALAMO WSC STATEMENT, H.C. HEALTH DEPARTMENT CERTIFICATE

SHEET 2
ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT, REVISION NOTES.

SHEET 3
DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION, CONSTRUCTION DETAILS, REVISION NOTES.

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE " C "
AREAS OF MINIMAL FLOODING. (NO SHADING)
COMMUNITY–PANEL NUMBER 480334 0425 C
EFFECTIVE DATE: NOVEMBER 16, 1982

2.– LEGEND ● – DENOTES 1/2"x24" IRON ROD SET WITH PLASTIC CAP STAMPED R.P.L.S. 4856, UNLESS OTHERWISE NOTED.

3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE FAMILY DETACHED DWELLING SHALL BE LOCATED ON LOTS 154 THROUGH 336, AND LOTS 341 THOUGH 369. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. A BUFFER FENCE IS REQUIRED TO BE INSTALLED BY DEVELOPER ALONG THE REAR OF LOTS 329 THROUGH 333 TO DENY ACCESS FROM VALVERDE ROAD ONTO THE LOTS.

4.– GENERAL NOTE FOR COMMERCIAL LOTS
LOTS 337 THROUGH 340 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOTS 337 THROUGH 340 ARE FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. A BUFFER FENCE IS REQUIRED TO BE INSTALLED BY DEVELOPER ALONG ALL ABUTTING RESIDENTIAL LOTS AND ALONG THE REAR OF LOTS 338 AND 339 TO DENY ACCESS TO INTERNAL STREETS. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

5.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

6.– MINIMUM BUILDING SETBACK LINES:

FRONT	25.00'
FRONT– LOTS 337 THROUGH 339	60.00'
REAR	15.00'
SIDE	6.00'
SIDE ABUTTING STREET	10.00
FRONT CUL–DE–SAC	15.00'

OR TO EASEMENT LINE WHICHEVER IS GREATER IN ALL CASES

7.– THIS SUBDIVISION WILL BE PROVIDED BY SANITARY SEWER BY THE CITY OF DONNA.

CLEARNACES FOR WATER METERS:
AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).

8.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 207,197.08 CUBIC –FEET 4.76 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No.3.

9.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

10.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1: ELEV. =84.24 FND. C.P.S. ON MINNESOTA ROAD LOCATED AT SOUTHEAST CORNER OF THIS SUBDIVISION. N.A.V.D. 88 DATUM.
B.M. No.2– ELEVATION– LOCATED ON TYPE "A" INLET LOCATED ON THE NORTHWEST CORNER OF LOT

11.– EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

12.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

13.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

14.– LOTS 154, 185, 186, 217, 218, 249, 250, 266, 267, 312, AND 313 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO MINNESOTA ROAD.

15.– A 6.0' CHAINLINK FENCE SHALL BE INSTALLED ALONG THE SOUTH SIDE OF THE DRAIN DITCH R.O.W. FOR LOTS 340 THROUGH 364 BY LOT OWNER AT BUILDING PERMIT STAGE.

16.– NO INDIVIDUAL LOT ACCESS WILL BE ALLOWED FOR LOTS 337 THROUGH 339. A 40 FOOT DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED BY DEVELOPER ON LOTS 338 TO PROVIDE INGRESS AND EGRESS TO THE LOTS FROM FM 1423 (VALVERDE ROAD). TXDOT DRIVEWAY/ENTRANCE PERMIT IS REQUIRED PRIOR TO THE CONSTRUCTION OF THE DRIVEWAY AND THE COUNTY ISSUING A DEVELOPMENT APPLICATION PERMITS.

17.– AN OFF–STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN AND DRAINAGE PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

18.– 30 FOOT ACCESS EASEMENT SHALL REMAIN FREE AND CLEAR OF ANY OBSTRUCTIONS SO THAT INCOMING AND OUTGOING TRAFFIC MAY TRAVEL FREELY. THE INDIVIDUAL LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PAVING AND DRAINAGE IMPROVEMENTS WITHIN THE ROAD ACCESS EASEMENT WITH HIS RESPECTIVE SECTION.

19.– LOTS 338 & 339 SHALL NOT HAVE INTERNAL ACCESS TO THE SUBDIVISION. THEY WILL ONLY HAVE ACCESS TO VALVEDE ROAD AND MINNESOTA ROAD.

20.– LOT 340 WILL ONLY BE ALLOWED ACCESS ONTO NOEMI STREET. A BUFFER FENCE IS REQUIRED TO BE INSTALLED BY DEVELOPER TO DENY ACCESS ONTO VALVERDE ROAD.

24.– TxDOT DRIVEWAY/ENTRANCE PERMIT IS REQUIRED FOR LOT 338 PRIOR TO THE CONSTRUCTION OF A DRIVEWAY/ENTRANCE ON TO FM 1423 (VALVERDE ROAD). TxDOT ACCESS PERMIT IS REQUIRED PRIOR TO THE COUNTY ISSUING A DEVELOPMENT APPLICATION PERMIT.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF SAN JOAQUIN SUBDIVISION PHASE II WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, ____.

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

LOCATION MAP SCALE: 1": 3000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
SAN JOAQUIN SUBDIVISION PHASE II IS LOCATED IN MIDDLE HIDALGO COUNTY ON THE NORTHEAST CORNER OF VAL VERDE ROAD AND MINNESOTA ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 15,798), SAN JOAQUIN SUBDIVISION PHASE II LIES APPROXIMATELY 1/2 MILE FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO–MILE EXTRA–TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERMENT CODE § 42.021. IT LIES IN PCT. 1

PRINCIPAL CONTACTS:

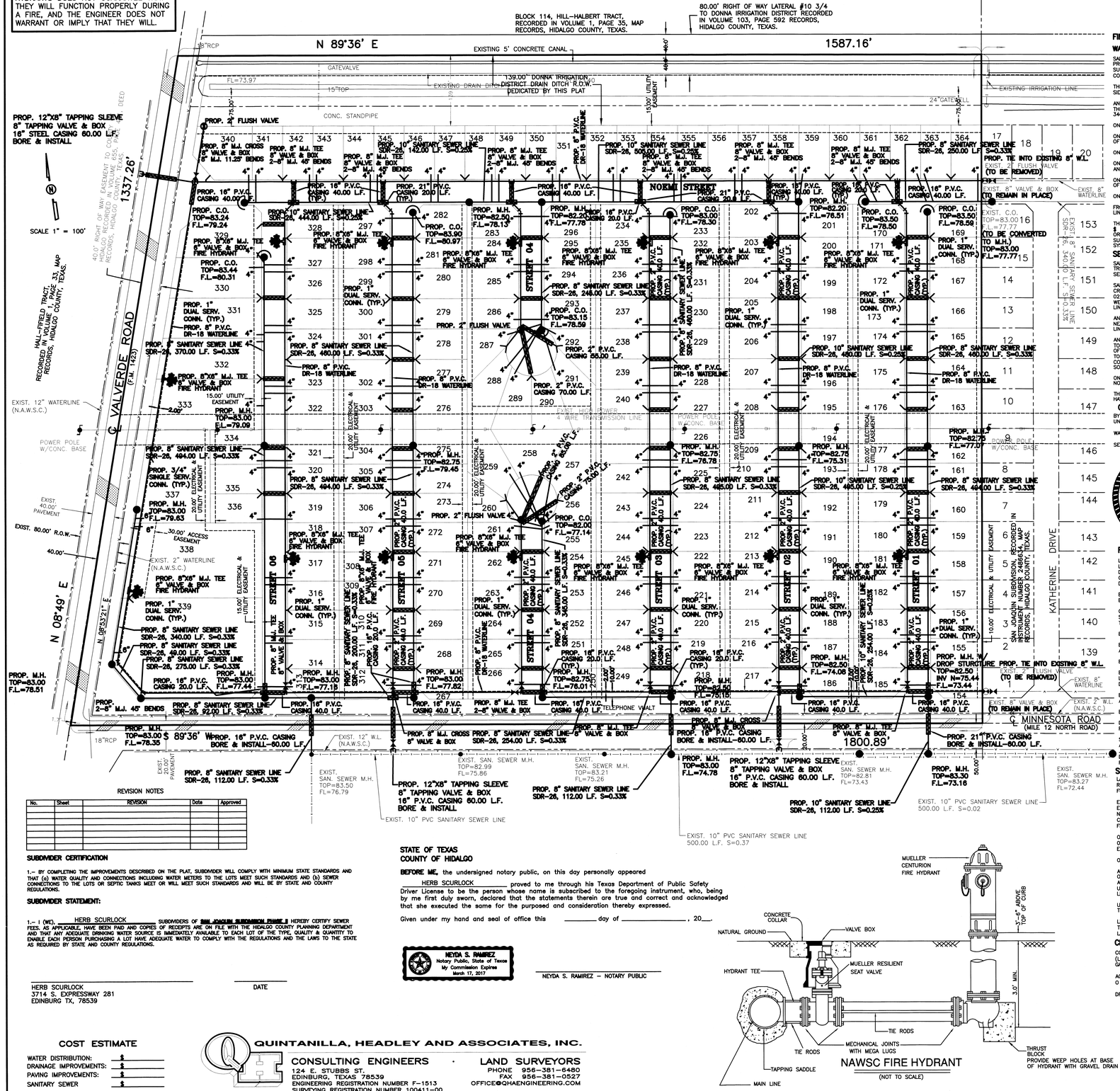
	Name	Address	City & Zip	Phone	Fax
OWNER:	BUENA TIERRA HOLDINGS, LLC HERB SCHURLOCK, III, MANAGER	3714 S. EXPRESSWAY 281	EDINBURG, TX 78539	(956)386–0726	(956)380–4395
ENGINEER:	EULALIO RAMIREZ	124 E. STUBBS	EDINBURG, TX 78539	(956) 381–6480	(956)381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381–6480	(956)381–0527

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 1 OF 3 SHEETS	FILENAME : P:\DATA\SUBD\DONNA\SAN JOAQUIN\PLAT						
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY			
	5–28–14	M. GONZALEZ					
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY			

NOTE: FIRE HYDRANTS ARE FOR FILLING PURPOSES. THE PRESENCE OF THE FIRE HYDRANTS DOES NOT GUARANTEE THAT THEY WILL FUNCTION PROPERLY DURING A FIRE, AND THE ENGINEER DOES NOT WARRANT OR IMPLY THAT THEY WILL.

MAP OF WATER DISTRIBUTION SYSTEM/ MAPA DE DISTRIBUCION DE AGUA


BLOCK 114, HILL-HALBERT TRACT, RECORDED IN VOLUME 1, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS.
80.00' RIGHT OF WAY LATERAL #10 3/4 TO DONNA IRRIGATION DISTRICT RECORDED IN VOLUME 103, PAGE 592 RECORDS, HIDALGO COUNTY, TEXAS.
N 89°36' E
1587.16'
EXISTING 5' CONCRETE CANAL
18"RCP
GATEVALVE
FL=73.97
15"TOP
EXISTING DRAIN DITCH
139.00' DONNA IRRIGATION DISTRICT DRAIN DITCH R.O.W. DEDICATED BY THIS PLAT
EXISTING IRRIGATION LINE
24" GATE VALVE
CONC. STANDPIPE
PROP. 12"X8" TAPPING SLEEVE 8" TAPPING VALVE & BOX 16" STEEL CASING 60.00 L.F. BORE & INSTALL
PROP. 8" FLUSH VALVE
PROP. 8" M.J. CROSS 8" VALVE & BOX 8" M.J. 11.25° BENDS
PROP. 8" M.J. TEE 8" VALVE & BOX 2-8" M.J. 45° BENDS
PROP. 8" M.J. TEE 8" VALVE & BOX 2-8" M.J. 45° BENDS
PROP. 8" M.J. TEE 8" VALVE & BOX 2-8" M.J. 45° BENDS
PROP. 8" M.J. TEE 8" VALVE & BOX 2-8" M.J. 45° BENDS
PROP. 8" M.J. TEE 8" VALVE & BOX 2-8" M.J. 45° BENDS
PROP. 8" P.V.C. DR-18 WATERLINE
PROP. 10" SANITARY SEWER LINE SDR-26, 444.00 L.F. S=0.25%
PROP. 10" SANITARY SEWER LINE SDR-26, 142.00 L.F. S=0.25%
PROP. 10" SANITARY SEWER LINE SDR-26, 505.00 L.F. S=0.25%
PROP. 10" SANITARY SEWER LINE SDR-26, 250.00 L.F. S=0.33%
EXIST. 8" SANITARY SEWER LINE SDR-26, 340.00 L.F. S=0.33%
PROP. TIE INTO EXISTING 8" W.L.
EXIST. 8" FLUSH VALVE (TO BE REMOVED)
EXIST. 8" VALVE & BOX (TO REMAIN IN PLACE)
EXIST. 8" WATERLINE
NOEMI STREET
PROP. 16" P.V.C. CASING 40.00 L.F.
PROP. 16" P.V.C. CASING 20.0 L.F. (TYP.)
PROP. 21" P.V.C. CASING 20.0 L.F.
PROP. M.H. TOP=82.50 F.L.=77.70
PROP. C.O. TOP=83.50 F.L.=78.50
EXIST. C.O. TOP=83.00 F.L.=77.70 (TO BE CONVERTED TO M.H.) TOP=83.00 F.L.=77.70
PROP. 8"X8" M.J. TEE 6" VALVE & BOX FIRE HYDRANT
PROP. 1" DUAL SERV. CONN. (TYP.)
PROP. 2" FLUSH VALVE
PROP. 2" P.V.C. CASING 55.00 L.F.
PROP. 2" P.V.C. CASING 70.00 L.F.
PROP. 8" P.V.C. DR-18 WATERLINE
PROP. 8" SANITARY SEWER LINE SDR-26, 370.00 L.F. S=0.33%
PROP. 8" SANITARY SEWER LINE SDR-26, 460.00 L.F. S=0.33%
PROP. 8" SANITARY SEWER LINE SDR-26, 404.00 L.F. S=0.33%
PROP. 8" SANITARY SEWER LINE SDR-26, 248.00 L.F. S=0.33%
PROP. 10" SANITARY SEWER LINE SDR-26, 480.00 L.F. S=0.25%
PROP. 10" SANITARY SEWER LINE SDR-26, 465.00 L.F. S=0.33%
PROP. 8" SANITARY SEWER LINE SDR-26, 404.00 L.F. S=0.33%
PROP. 8" SANITARY SEWER LINE SDR-26, 340.00 L.F. S=0.33%
PROP. 8" SANITARY SEWER LINE SDR-26, 49.00 L.F. S=0.33%
PROP. 8" SANITARY SEWER LINE SDR-26, 275.00 L.F. S=0.33%
PROP. 8" SANITARY SEWER LINE SDR-26, 92.00 L.F. S=0.33%
PROP. 8" SANITARY SEWER LINE SDR-26, 112.00 L.F. S=0.33%
PROP. 8" SANITARY SEWER LINE SDR-26, 254.00 L.F. S=0.33%
PROP. 10" SANITARY SEWER LINE SDR-26, 112.00 L.F. S=0.25%
PROP. 8" SANITARY SEWER LINE SDR-26, 112.00 L.F. S=0.33%
PROP. 8" M.H. TOP=82.50 F.L.=74.00
PROP. M.H. TOP=82.75 F.L.=74.25
PROP. M.H. TOP=83.00 F.L.=74.50
PROP. M.H. TOP=83.00 F.L.=74.75
PROP. M.H. TOP=83.00 F.L.=75.00
PROP. M.H. TOP=83.00 F.L.=75.25
PROP. M.H. TOP=83.00 F.L.=75.50
PROP. M.H. TOP=83.00 F.L.=75.75
PROP. M.H. TOP=83.00 F.L.=76.00
PROP. M.H. TOP=83.00 F.L.=76.25
PROP. M.H. TOP=83.00 F.L.=76.50
PROP. M.H. TOP=83.00 F.L.=76.75
PROP. M.H. TOP=83.00 F.L.=77.00
PROP. M.H. TOP=83.00 F.L.=77.25
PROP. M.H. TOP=83.00 F.L.=77.50
PROP. M.H. TOP=83.00 F.L.=77.75
PROP. M.H. TOP=83.00 F.L.=78.00
PROP. M.H. TOP=83.00 F.L.=78.25
PROP. M.H. TOP=83.00 F.L.=78.50
PROP. M.H. TOP=83.00 F.L.=78.75
PROP. M.H. TOP=83.00 F.L.=79.00
PROP. M.H. TOP=83.00 F.L.=79.25
PROP. M.H. TOP=83.00 F.L.=79.50
PROP. M.H. TOP=83.00 F.L.=79.63
PROP. C.O. TOP=83.24 F.L.=79.24
PROP. C.O. TOP=83.44 F.L.=80.31
PROP. C.O. TOP=83.90 F.L.=80.97
PROP. C.O. TOP=83.15 F.L.=78.59
PROP. C.O. TOP=82.00 F.L.=77.14
PROP. C.O. TOP=82.50 F.L.=78.01
PROP. 8"X6" M.J. TEE 6" VALVE & BOX FIRE HYDRANT
PROP. 8"X6" M.J. TEE 6" VALVE & BOX
PROP. 3/4" SINGLE SERV. CONN. (TYP.)
PROP. 6" P.V.C. DR-18 WATERLINE
PROP. 2" FLUSH VALVE
PROP. 15.00' UTILITY EASEMENT
PROP. 30.00' ACCESS EASEMENT
PROP. 6" M.J. CROSS 6" VALVE & BOX
PROP. 6" M.J. TEE 6" VALVE & BOX
PROP. 6" M.J. 45° BENDS
PROP. 6" SANITARY SEWER LINE SDR-26, 49.00 L.F. S=0.33%
PROP. 6" SANITARY SEWER LINE SDR-26, 275.00 L.F. S=0.33%
PROP. 16" P.V.C. CASING 20.0 L.F.
PROP. 16" P.V.C. CASING 40.00 L.F.
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.2)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.3)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.4)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.5)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.6)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.7)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.8)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.9)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.10)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.11)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.12)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.13)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.14)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.15)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.16)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.17)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.18)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.19)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.20)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.21)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.22)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.23)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.24)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.25)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.26)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.27)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.28)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.29)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.30)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.31)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.32)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.33)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.34)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.35)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.36)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.37)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.38)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.39)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.40)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.41)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.42)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.43)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.44)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.45)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.46)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.47)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.48)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.49)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.50)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.51)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.52)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.53)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.54)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.55)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.56)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.57)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.58)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.59)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.60)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.61)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.62)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.63)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.64)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.65)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.66)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.67)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.68)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.69)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.70)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.71)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.72)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.73)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.74)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.75)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.76)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.77)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.78)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.79)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.80)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.81)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.82)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.83)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.84)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.85)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.86)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.87)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.88)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.89)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.90)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.91)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.92)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.93)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.94)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.95)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.96)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.97)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.98)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.99)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.100)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.101)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.102)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.103)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.104)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.105)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.106)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.107)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.108)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.109)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.110)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.111)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.112)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.113)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.114)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.115)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.116)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.117)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.118)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.119)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.120)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.121)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.122)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.123)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.124)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.125)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.126)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.127)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.128)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.129)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.130)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.131)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.132)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.133)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.134)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.135)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.136)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.137)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.138)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.139)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.140)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.141)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.142)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.143)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.144)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.145)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.146)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.147)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.148)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.149)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.150)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.151)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.152)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.153)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.154)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.155)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.156)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.157)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.158)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.159)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.160)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.161)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.162)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.163)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.164)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.165)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.166)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.167)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.168)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.169)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.170)
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PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.172)
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PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.175)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.176)
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PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.178)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.179)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.180)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.181)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.182)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.183)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.184)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.185)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.186)
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PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.188)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.189)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.190)
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PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.192)
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PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.199)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.200)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.201)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.202)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.203)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.204)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.205)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.206)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.207)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.208)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.209)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.210)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.211)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.212)
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PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.215)
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PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.220)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.221)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.222)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.223)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.224)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.225)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.226)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.227)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.228)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.229)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.230)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.231)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.232)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.233)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.234)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.235)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.236)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.237)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.238)
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PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.240)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.241)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.242)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.243)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.244)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.245)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.246)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.247)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.248)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.249)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.250)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.251)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.252)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.253)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.254)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.255)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.256)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.257)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.258)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.259)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.260)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.261)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.262)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.263)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.264)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.265)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.266)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.267)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.268)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.269)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.270)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.271)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.272)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.273)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.274)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.275)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.276)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.277)
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PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.279)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.280)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.281)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.282)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.283)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.284)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.285)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.286)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.287)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.288)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.289)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.290)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.291)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.292)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.293)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.294)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.295)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.296)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.297)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.298)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.299)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.300)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.301)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.302)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.303)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.304)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.305)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.306)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.307)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.308)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.309)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.310)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.311)
PROP. 16" P.V.C. CASING 40.0 L.F. (TYP.312)
PROP. M.H. TOP=83.00 F.L.=78.35
PROP. M.H. TOP=83.00 F.L.=78.51
PROP. M.H. TOP=83.00 F.L.=77.44
PROP. M.H. TOP=83.00 F.L.=77.19
PROP. M.H. TOP=83.00 F.L.=77.82
PROP. M.H. TOP=83.00 F.L.=79.79
PROP. M.H. TOP=82.75 F.L.=79.45
PROP. M.H. TOP=82.75 F.L.=78.78
PROP. M.H. TOP=82.75 F.L.=75.31
PROP. M.H. TOP=82.75 F.L.=77.07
PROP. M.H. TOP=83.00 F.L.=78.15
PROP. M.H. TOP=83.00 F.L.=74.78
PROP. M.H. TOP=83.30 F.L.=73.16
PROP. 12"X8" TAPPING SLEEVE 8" TAPPING VALVE & BOX 16" P.V.C. CASING 60.00 L.F. BORE & INSTALL
PROP. 8" M.J. CROSS 8" VALVE & BOX
PROP. 8" M.J. TEE 8" VALVE & BOX
PROP. 8" M.J. TEE 2-8" M.J. 45° BENDS

SAN JOAQUIN SUBDIVISION PHASE II

A 51.33 ACRE TRACT OF LAND BEING ALL OF BLOCKS 119 AND 120, HILL–HALBERT TRACT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO CORRECTION WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2434481, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS

DRAINAGE REPORT FOR SAN JOAQUIN SUBDIVISION
BY: EULALIO RAMIREZ, P.E.

San Joaquin Phase II Subdivision is a 51.33 acre tract of land being the west half and the north fourteen acres of the east half of block one hundred twenty-one (121), Hill–Halbert Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Page 35, and according to warranty deed with vendor's lien recorded in Document Number 2196343, deed records, Hidalgo County, Texas This subdivision is located on the Northeast corner of the intersection of Minnesota Road and Val Verde Road (FM 1423). The proposed subdivision will consist of 209 residential and 7 Commercial lots.

The tract is Zone "C" as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0425 C, dated on November 16, 1982.

This soil is sandy clay loam and clay loam. This soil is well drained. Permeability is moderate. Plasticity Index has a range of 11–30. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has very minimal runoff. The existing runoff for the proposed subdivision is Q= 12.29 cubic feet per second based on a 10–year storm.

After development the runoff will be Q= 44.01 cubic feet per second for an increase of Q= 31.72 cubic feet per second. Detention will be 170,239.48 cubic feet (3.91 acre feet) and will be accomplished by excavating this volume within the existing Donna Irrigation Drain Ditch located on the north side of this development. Street runoff will flow into proposed type "A" inlets that drain into two proposed storm sewer system consisting of 18", 24", and 30" drain lines. The proposed drain lines will drain into an existing Donna Irrigation Drain Ditch located north of this subdivision.

THE COUNTY DRAINAGE DITCH FLOWS NORTH THEN EAST. THE DRAINAGE DITCH CARRIES WATER EASTWARD WHERE IT EMPTIES INTO LAGUNA MADRE. THE 10 YEAR FLOOD IS CONTAINED WITHIN THE RIGHT–OF–WAY OF STREET AND WITHIN THE DRAINAGE SWALES OF THE SUBDIVISION AS SHOWN BELOW. A RESTRICTIVE COVENANT (SET OUT ON SHEET 1 UNDER PLAT NOTES AND RESTRICTIONS) PROHIBITS THE CONSTRUCTION OF RESIDENTIAL HOUSING IN ANY AREA OF THE SUBDIVISION THAT IS IN A FLOODPLAIN UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1988. AS FURTHER NOTED ON SHEET 1, THE FINISHED FLOOR ELEVATION OF EACH HOUSE IS REQUIRED TO BE AT LEAST 18 INCHES ABOVE THE TOP OF THE AVERAGE HEIGHT OF THE CURB IN FRONT OF THE LOT. THESE MEASURES PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS, AVOID CONCENTRATING RUNOFF ONTO OTHER LOTS, AND COORDINATE INDIVIDUAL LOT DRAINAGE WITH THE GENERAL STORM DRAINAGE PATTERN FOR THE AREA. THE MAP BELOW ILLUSTRATES THE FLOW PATTERNS FOR THE RUNOFF.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100–YEAR FLOODPLAIN FOR ZONE "C" [AREAS DETERMINED TO BE OUTSIDE THE 500–YEAR FLOOD PLAIN] AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0425 C (NOVEMBER 16, 1982) IS CONTAINED WITHIN THE RIGHT–OF–WAY OF STREET AND WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

STATE OF TEXAS — EULALIO RAMIREZ — 77062 — REGISTERED PROFESSIONAL ENGINEER

EULALIO RAMIREZ
P.E. No. 77062

8-7-14
DATE

STREET SECTION

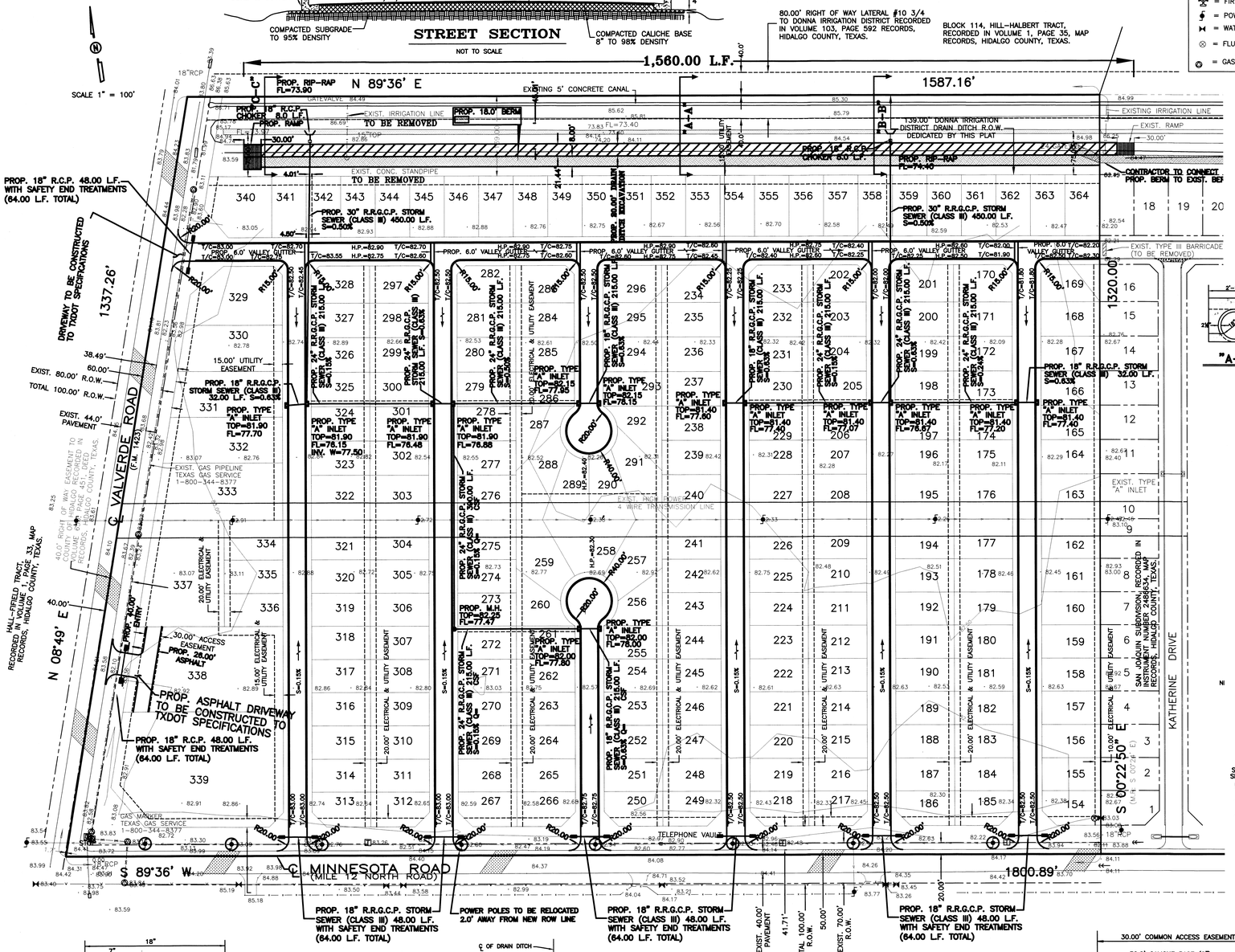
NOT TO SCALE

THE DAVID & ALEXANDER RJ CAMPBELL TRACT: A 15.00 ACRE TRACT BEING THE WEST HALF OF BLOCK 113, HILL–HALBERT TRACT, PROPERTY ID 192926, HIDALGO COUNTY, TEXAS.

80.00' RIGHT OF WAY LATERAL #10 3/4 TO DONNA IRRIGATION DISTRICT RECORDED IN VOLUME 103, PAGE 592 RECORDS, HIDALGO COUNTY, TEXAS.

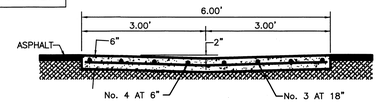
BLOCK 114, HILL–HALBERT TRACT, RECORDED IN VOLUME 1, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS.

LEGEND
= FIRE HYDRANT
= POWER POLE
= WATER VALVE
= FLUSH VALVE
= GAS MARKER

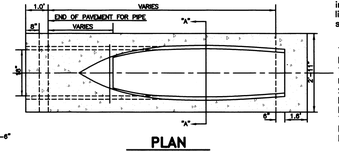


CONC. VALLEY GUTTER

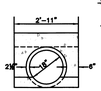
NOT TO SCALE



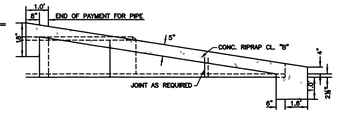
PLAN



"A–A"

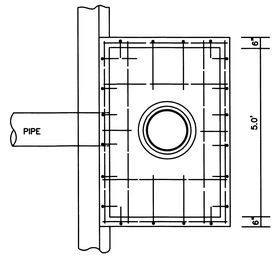


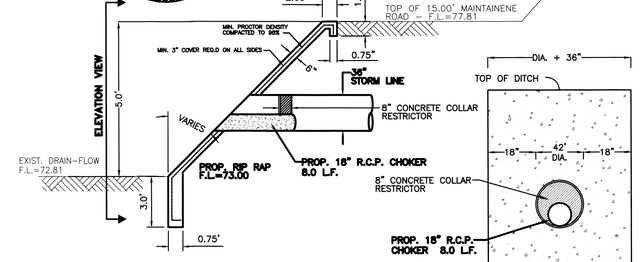
ELEVATION



SAFETY END TREATMENT

NOT TO SCALE



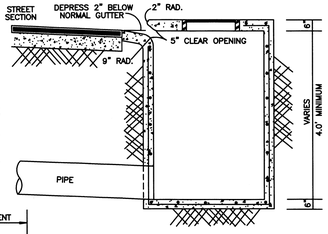


1.– EXIST. CONC. HEADWALL TO CONFORM AROUND DITCH.
2.– ALL REINFORCED STEEL SHALL BE GRADE 60
3.– CONC. @ 3000 PSI AT MIN. 28 DAYS COMPRESSION STRENGTH.

ELEVATION VIEW

STORM DISCHARGE STRUCTURE

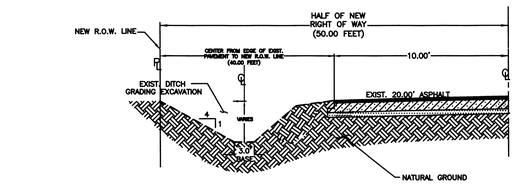
NOT TO SCALE



– ALL REINFORCING TO BE No. 4 REBAR 12" O.C. EACH WAY
– RING AND COVER TO BE ALAMO 860–22 OR EQUAL (20 3/8" A.D. 150)

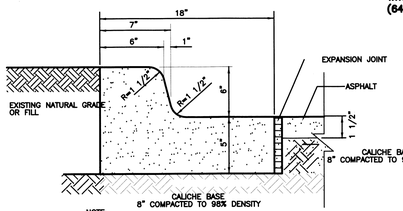
TYPE "A" INLET DETAIL

NOT TO SCALE



ROAD SIDE DITCH DETAIL

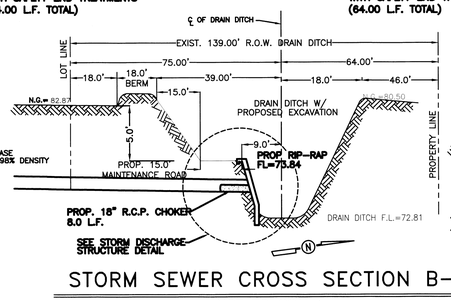
NOT TO SCALE



NOTE: TRANSVERSE CONCRETE JOINTS SHALL BE CONSTRUCTED THROUGH TO BACK OF ALL CURBS

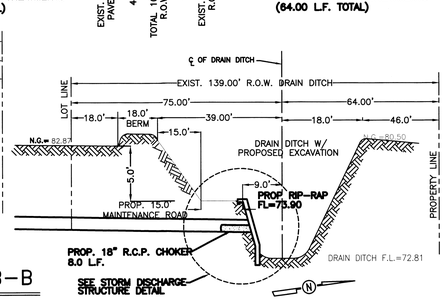
INTEGRAL CURB & GUTTER

(NOT TO SCALE)



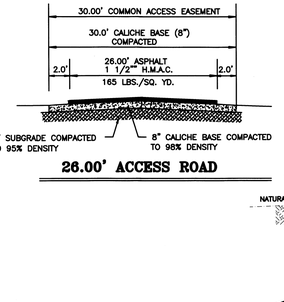
STORM SEWER CROSS SECTION B–B

NOT TO SCALE

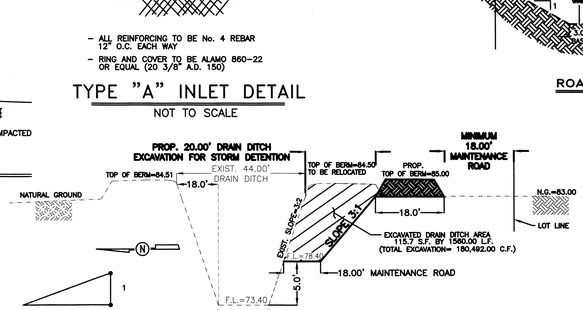


STORM SEWER CROSS SECTION C–C

NOT TO SCALE



26.00' ACCESS ROAD



DRAIN DITCH EXCAVATION CROSS SECTION "A–A"

N.T.S

COST ESTIMATE

WATER DISTRIBUTION: $ _____
DRAINAGE IMPROVEMENTS: $ _____
PAVING IMPROVEMENTS: $ _____
SANITARY SEWER $ _____

FLOW DIRECTION OF WATER

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____AT_____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY:_____ DEPUTY

SHEET NO. 3 OF 3	FILENAME: P:\DATA\SUBDIVS\DONNA\SAN JOAQUIN\S–PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	MAY, 12, 2005.	M. GONZALEZ		
	DATE REVISED		CHECKED BY	APPROVED BY

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 08-25-2014

PROPOSED **BORDER TOWN ACRES PHASE I** SUBDIVISION, PRECINCT No. **4** .

ENGINEER: **MELDEN & HUNT, INC.** DEVELOPER: **RICHARD RUPPERT**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **71** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **East Brushline Rd & ¼ mile North of FM 2812**

SUBDIVISION LIES WITHIN THE: ☒ *ETJ of* **Edinburg** and was approved administratively by said City.

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **07-17-14** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Will be provided by a storm drainage pipe system discharging into a proposed drain ditch dedicated to the Hidalgo County Drainage District No. 1 located East of Sharp Road approximately 200 feet Northeast of the Subdivision.**

ROAD R.O.W. DEDICATION: **10 feet to Brushline Rd & 20 feet to Sharp Rd.**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **06-24-14** : By, **Jesse Ozuna** PCT 4 R.O.W. AGENT

H.C.H.D APPROVAL DATE: **06-25-14** by: **Elizardo "Chardo" Ramos,** Environmental Health Division Manager

SEWER SYSTEM: ☒OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez**
☐OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: _____

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **8"** LOCATION: **East side of Brushline Rd**

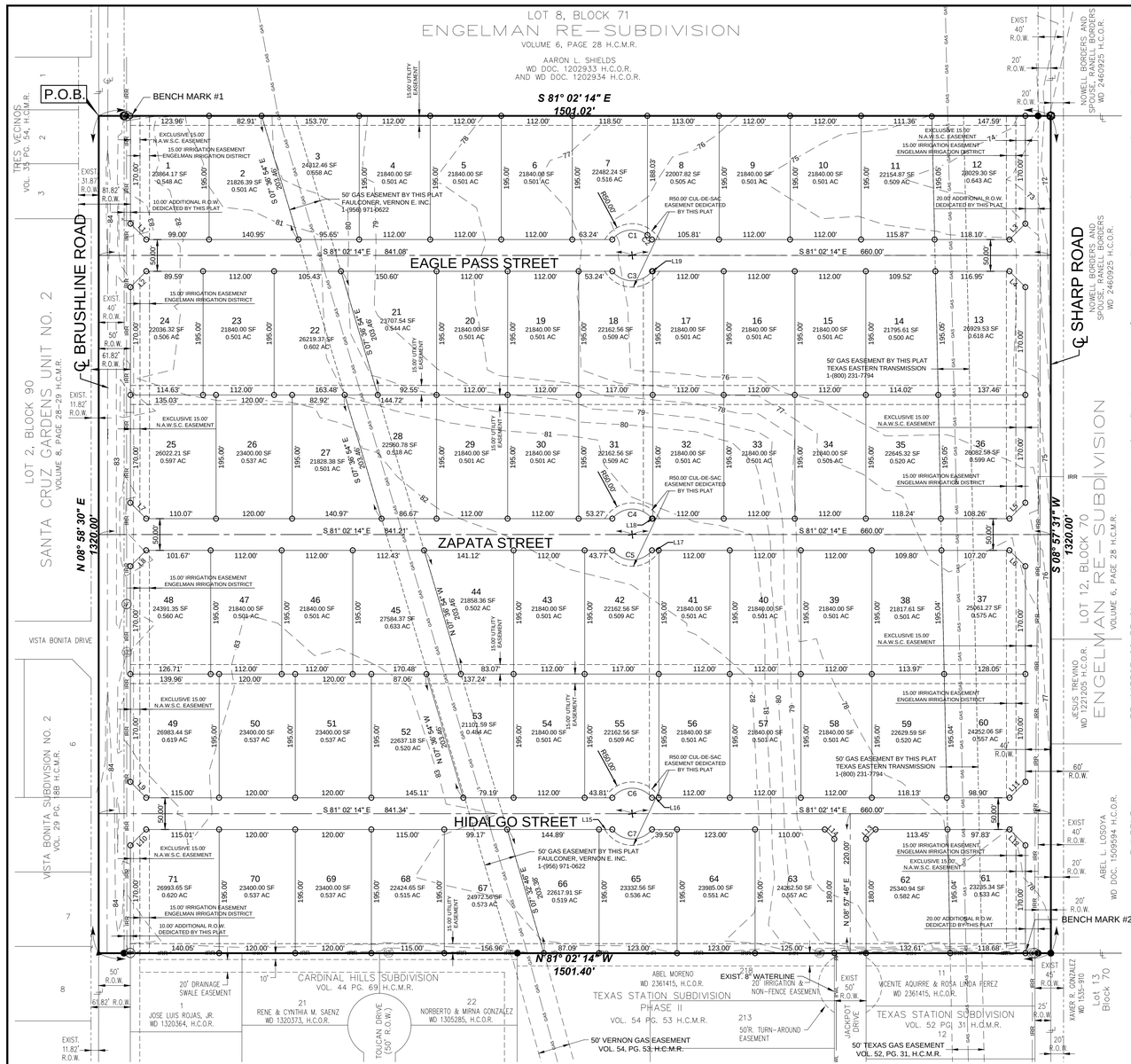
H.C.O.E.C. PRELIMINARY APPROVAL DATE: **07-11-14 .**: By **Martin Ramirez, Director of Office of Environmental Compliance**
☒**LARGE CONSTRUCTION**
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON:

REQUEST FOR FINAL APPROVAL WITH:
☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS
☐**A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____
Amount: $_____For: ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

STAFF RECOMMENDS:
☒ **Preliminary Approval** *subject to comments and future recommendations by planning and other departments.*
☐ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



GENERAL PLAT NOTES AND RESTRICTIONS

1. FLOOD ZONE STATEMENT:
F.E.M.A. FLOOD ZONE DESIGNATION: ZONE "X" (UNSHADED), ZONE "X" (UNSHADED) IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
COMMUNITY PANEL NUMBER: 480334 0325D.
MAP REVISED: JUNE 6, 2000.
REVISED TO REFLECT L.O.M.R. DATED MAY 17, 2001.

2. MINIMUM BUILDING SETBACKS SHALL BE AS FOLLOWS:
FRONT.....25 FEET OR GREATER
REAR.....15 FEET OR GREATER FOR EASEMENT
SIDE.....6 FEET OR GREATER FOR EASEMENT
SIDE CORNER.....10 FEET
SIDE CORNER.....20 FEET (BRUSHLINE ROAD)

3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR SALE DEEDS. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT, AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT. (NO COMMERCIAL USE SHALL BE ALLOWED ON LOTS 1, 24, 25, 48, 49, 12, 13, 36, 37, 60 & 61).

4. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18 INCHES ABOVE TOP OF CURB MEASURED FROM THE CENTER OF THE LOT. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS:

-->B.M. NO. 1-ELEV. 82.33 N.G.V.D. 29 DESCRIPTION: ALUMINUM DISK SET IN CONCRETE AT THE NORTHWEST CORNER OF LOT 1 OF THIS SUBDIVISION. N:16662813.2016, E:1124843.5968.

-->B.M. NO. 2-ELEV. 82.09 N.G.V.D. 29 DESCRIPTION: ALUMINUM DISK SET IN CONCRETE AT THE SOUTHEAST CORNER OF LOT 61 OF THIS SUBDIVISION. N:16662819.4778, E:1126031.8387.

6. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO RETAIN A TOTAL OF 34.544 CUBIC-FEET (0.647 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 3 FOR STORM SEWER IMPROVEMENTS.) THE DEVELOPER SHALL BE RESPONSIBLE TO RETAIN AND ACCOMMODATE MORE THAN THE RETAINED VOLUME SHOWN ABOVE IF IT IS DETERMINED AT THE DEVELOPMENT PERMIT STAGE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.

7. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

8. LOTS 1, 24, 25, 48, 49 & 72 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO BRUSHLINE ROAD AND LOTS 12, 13, 36, 37, 60 & 61, SHALL NOT HAVE ACCESS/DRIVEWAY ONTO SHARP ROAD.

9. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEPTIC, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIREMENTS FOR ANY UTILITY PROVIDER OCCUPYING AN EASEMENT.

11. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING PERMIT OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

12. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAIN FIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

13. RICHARD RUPPERT, THE OWNER & SUBDIVIDER OF BORDER TOWN ACRES PHASE I, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.

15. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

16. LOTS 1, 24, 25, 48, 49 &72 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO BRUSHLINE ROAD UNLESS UTILIZED FOR COMMERCIAL USE. IF THE AFOREMENTIONED LOT IS UTILIZED FOR COMMERCIAL USE, AND HAS DOUBLE FRONTAGE, THEN THE LOT OWNER OF SAID LOT WILL BE REQUIRED TO INSTALL A BUFFER FENCE ABUTTING ALL RESIDENTIAL LOTS, TO DENY ACCESS ONTO LOT. LOCATION OF ACCESS/DRIVEWAY SHALL BE SHOWN ON THE SITE PLAN AS PER NOTE 11 AND IS SUBJECT TO APPROVAL FROM THE HIDALGO COUNTY PLANNING DEPARTMENT.

SUBDIVISION MAP OF
BORDER TOWN ACRES PHASE I
A RESUBDIVISION OF 45.491 ACRES
BEING ALL OF LOT 9, BLOCK 71, OUT OF ENGELMAN RE-SUBDIVISION RECORDED IN VOLUME 6, PAGE 28 H.C.M.R., HIDALGO COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION:

A TRACT OF LAND CONTAINING 45.491 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING ALL OF LOT 9, BLOCK 71, ENGELMAN RE-SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6, PAGE 28, HIDALGO COUNTY MAP RECORDS, SAID 45.491 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 9, BLOCK 71 FOR THE NORTHWEST CORNER OF THIS TRACT;

1. THENCE, S 81° 02' 14" E ALONG THE NORTH LINE OF SAID LOT 9, BLOCK 71, AT A DISTANCE OF 40.00 FEET PASS A NO. 5 REBAR FOUND (NORTHING: 16662814.761, EASTING: 1124833.710) ON THE EAST RIGHT-OF-WAY LINE OF BRUSHLINE ROAD, AT A DISTANCE OF 1481.02 FEET PASS THE WEST RIGHT-OF-WAY LINE OF SHARP ROAD, CONTINUING A TOTAL DISTANCE OF 1501.02 FEET TO A NO. 5 REBAR FOUND AT THE NORTHEAST CORNER OF SAID LOT 9, BLOCK 71 FOR THE NORTHEAST CORNER OF THIS TRACT;

2. THENCE, S 08° 57' 31" W ALONG THE EAST LINE OF SAID LOT 9, BLOCK 71 AND THE CENTERLINE OF SHARP ROAD, A DISTANCE OF 1320.00 FEET TO A NO. 4 REBAR FOUND AT THE SOUTHEAST CORNER OF SAID LOT 9, BLOCK 71 FOR THE SOUTHEAST CORNER OF THIS TRACT;

3. THENCE, N 81° 02' 14" W ALONG THE SOUTH LINE OF LOT 9, BLOCK 71, AT A DISTANCE OF 20.00 FEET PASS THE WEST RIGHT-OF-WAY LINE OF SHARP ROAD, AT A DISTANCE OF 1461.4 FEET PASS A NO. 4 REBAR SET ON THE EAST RIGHT-OF-WAY LINE OF BRUSHLINE ROAD, AT A DISTANCE OF 1501.20 FEET PASS A COTTON PICKER SPINDLE FOUND, CONTINUING A TOTAL DISTANCE OF 1501.40 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9, BLOCK 71 FOR THE SOUTHWEST CORNER OF THIS TRACT;

4. THENCE, N 08° 58' 30" E ALONG THE WEST LINE OF LOT 9, BLOCK 71, AND WITHIN THE RIGHT-OF-WAY OF BRUSHLINE ROAD, A DISTANCE OF 1320.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 45.491 ACRES, OF WHICH 1.212 ACRES LIE WITHIN THE RIGHT-OF-WAY OF BRUSHLINE ROAD, AND 0.606 OF ONE ACRE LIES WITHIN THE RIGHT-OF-WAY OF SHARP ROAD, LEAVING A NET OF 43.673 ACRES OF LAND, MORE OR LESS.

RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND LAY AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE A WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND DESCRIBED ABOVE FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT SHE IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE DAY OF _____ 20 ___.

_____
(GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20 ___.

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

WE, BORDERTOWN DEVELOPMENT, LLC
AS OWNER OF THE 43.320 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED BORDER TOWN ACRES PHASE I, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET OR WILL MEET THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET OR WILL MEET THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET OR WILL MEET THE MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____ _____
BORDERTOWN DEVELOPMENT LLC DATE:
RICHARD RUPPERT, MANAGING PARTNER
P. O. BOX 959
EDINBURG, TX 78540-0959

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED RICHARD W. RUPPERT, PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____ DAY OF_____, 20___.

_____
NOTARY PUBLIC, STATE OF, TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR AND LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF BORDER TOWN ACRES PHASE I WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON _____ AND THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION.

_____
FRED L. KURTH, PE # 54151 RPLS # 4750
DATE SURVEYED:
DATE PREPARED:
T- XXX P.G.XX
ENGINEERING JOB No.#13136.00
SURVEY JOB No.#13136.08

STATE OF TEXAS REGISTERED FRED L. KURTH 4750 PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS FRED L. KURTH 54151 LICENSED PROFESSIONAL ENGINEER

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028 (A)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF BORDER TOWN ACRES PHASE I WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY
COMMISSIONERS COURT ON _____ DAY OF _____ 20___.

_____
HIDALGO COUNTY JUDGE

ATTEST: _____
HIDALGO COUNTY CLERK

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

_____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
HIDALGO COUNTY HEALTH DEPARTMENT

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF BORDER TOWN ACRES PHASE I WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT

ON THIS THE _____DAY OF_____ 20 _____.

_____ _____
ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

INDEX TO SHEET OF BORDER TOWN ACRES PHASE I

SHEET 1: HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP: LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; REVISION NOTES, IRRIGATION DISTRICT, H.C.D.D. No. 1;, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; NORTH ALAMO WATER SUPPLY CORPORATION DISTRICT CERTIFICATION.

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER / SANITARY SEWER AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION);

SHEET 3: MAP OF TOPOGRAPHY AND DRAINAGE; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE, ENGINEERING CERTIFICATION; CONSTRUCTION DETAILS.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

BORDER TOWN ACRES PHASE I IS LOCATED IN THE EASTERN CENTRAL PART OF HIDALGO COUNTY ON THE EAST SIDE OF BRUSHLINE ROAD, APPROXIMATELY 1,335 FEET NORTH OF ITS INTERSECTION WITH FM 2812. THIS SUBDIVISION IS NOT WITHIN THE 2 MILE OR 5 MILE EXTRATERRITORIAL JURISDICTION (ETJ), WITH RESPECT TO A MUNICIPALITY, UNDER LOCAL GOVERNMENT CODE § 42.021. THE NEAREST MUNICIPALITY IS THE CITY OF EDINBURG (POPULATION 77,100). THIS DEVELOPMENT LIES WITHIN PRECINCT No. 4

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
ENGELMAN IRRIGATION DISTRICT NO. 6

THIS PLAT IS HERE BY APPROVED BY THE ENGELMAN IRRIGATION DISTRICT DATED THIS THE _____ DAY OF _____ 20 ___

_____ DATE _____
PRESIDENT

ATTEST: _____ DATE _____
SECRETARY

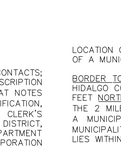
DRAWN BY:	REYES N. DATE: 04-11-14,
IRRIGATION, CHECKED	DATE:
SURVEYED, CHECKED	DATE:
FINAL CHECK	DATE:

PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	BORDERTOWN DEVELOPMENT, LLC	P.O. BOX 959	Edinburg, TX 78540	(956) 383-0868	(956) 494-6969
ENGINEER:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

PROJECT LEGEND

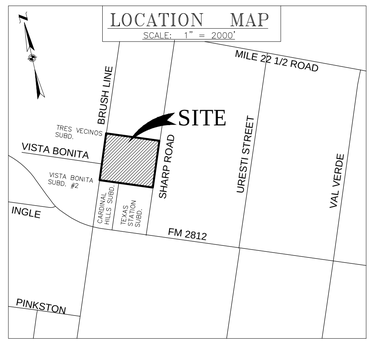
- FOUND No.4 REBAR
- FOUND COTTON PICKER SPINDLE
- FOUND No.5 REBAR
- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- 12" IRRIGATION VENT
- 24" IRRIGATION STAND PIPE
- 30" IRRIGATION STAND PIPE
- IRR IRRIGATION LINE
- GAS GAS SPOTTED GAS LINE

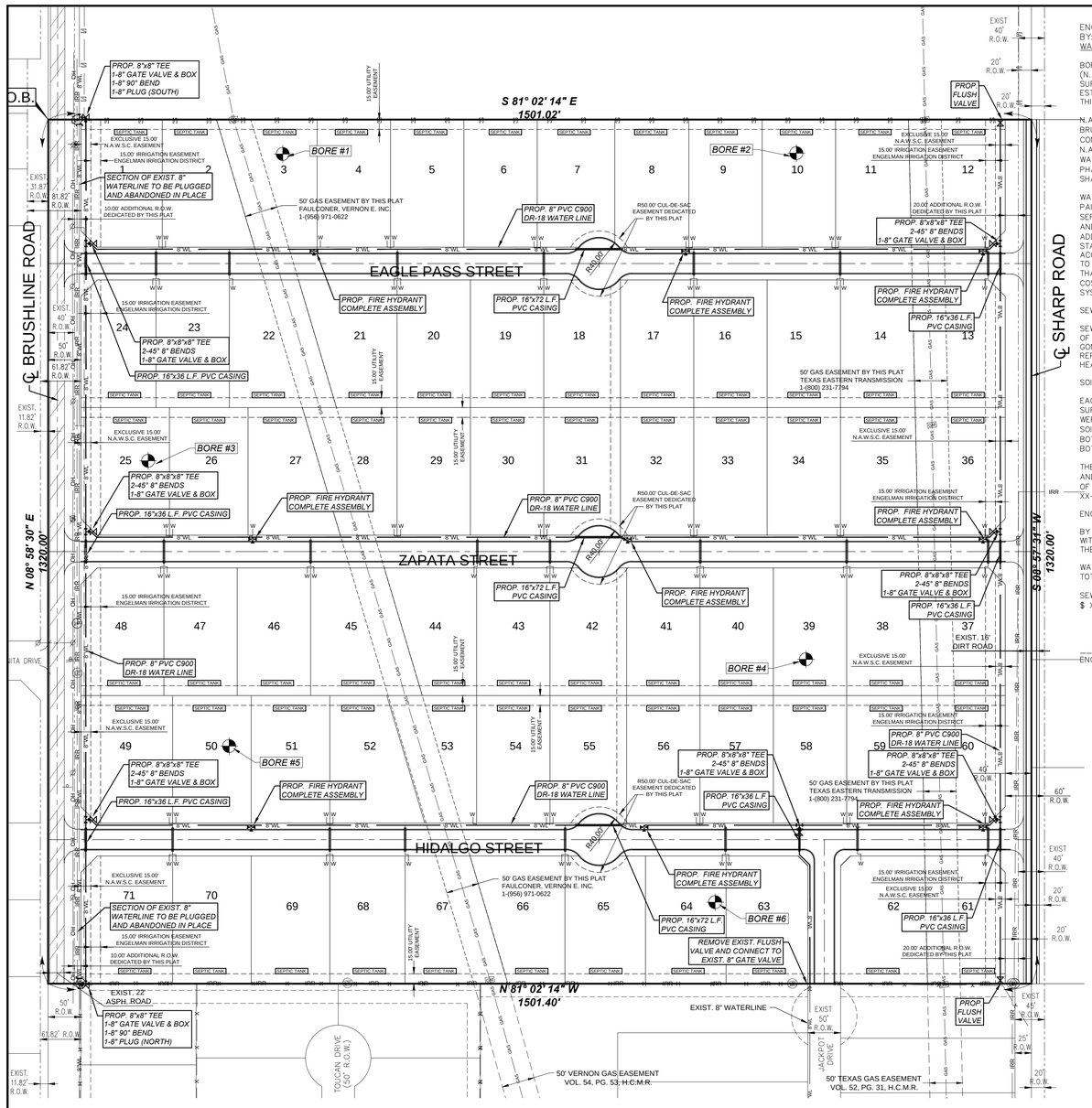
R.O.W. - RIGHT OF WAY
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.A.D.R. - HIDALGO COUNTY APPRAISAL DISTRICT RECORDS
H.C.D.R. - HIDALGO COUNTY DEED RECORDS
H.C.D.D. - HIDALGO COUNTY DRAINAGE DISTRICT
S.W. COR. - SOUTHWEST CORNER
N.W. COR. - NORTHWEST CORNER
P.O.B. - POINT OF BEGINNING
N.A.W.S.C. - NORTH ALAMO WATER SUPPLY CORPORATION
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
( ) - RECORDED DEED CALLS
℄ - CENTER LINE



Curve Table						
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
C1	61.61'	40.00'	088° 14' 54"	N88° 13' 51"W	55.70'	38.80
C2	10.04'	40.00'	014° 23' 14"	N36° 54' 47"W	10.02'	5.05
C3	71.65'	40.00'	102° 38' 08"	S81° 02' 14"E	62.45'	49.96
C4	71.65'	40.00'	102° 38' 08"	N81° 02' 14"W	62.45'	49.96
C5	71.65'	40.00'	102° 38' 08"	S81° 02' 14"E	62.45'	49.96
C6	71.65'	40.00'	102° 38' 08"	N81° 02' 14"W	62.45'	49.96
C7	71.65'	40.00'	102° 38' 08"	S81° 02' 14"E	62.45'	49.96

Lot Line Table		
Line #	Length	Direction
L1	35.35'	N36° 01' 52"W
L2	35.36'	N53° 58' 08"E
L3	35.35'	N53° 57' 38"E
L4	35.36'	N36° 02' 22"W
L5	35.35'	N53° 57' 38"E
L6	35.36'	S36° 02' 22"E
L7	35.35'	N36° 01' 52"W
L8	35.36'	N53° 58' 08"E
L9	35.35'	S36° 01' 52"E
L10	35.36'	N53° 58' 08"E
L11	35.35'	S53° 57' 38"W
L12	35.36'	N36° 02' 22"W
L13	21.21'	N53° 57' 46"E
L14	21.21'	S36° 02' 14"E
L15	21.05'	S81° 02' 14"E
L16	10.74'	N81° 02' 14"W
L17	10.78'	S81° 02' 14"E
L18	1.28'	N81° 02' 14"W
L19	1.31'	S81° 02' 14"E


LOCATION MAP
SCALE: 1" = 2000'
MILE 22 1/2 ROAD
BRUSH LINE
SITE
TRES VECINOS S



ENGINEERING REPORT FOR BORDER TOWN ACRES PHASE I
BY: FRED L. KURTH
WATER SUPPLY: DESCRIPTION, COSTS, AND OPERABILITY DATE

BORDER TOWN ACRES PHASE I WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS. N.A.W.S.C HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATER LINE WITHIN A 15' N.A.W.S.C. EASEMENT ADJACENT TO THE EAST SIDE OF BRUSHLINE ROAD. THE WATER SYSTEM FOR BORDER TOWN ACRES PHASE I CONSISTS OF AN 8" DIAMETER WATER LINE THAT CONNECTS INTO THE EXISTING 8" WATERLINE AT THE NORTH AND SOUTH PROPERTY LINES. THIS 8" WATER LINE RUNS WITHIN A 15' N.A.W.S.C. EASEMENT ALONG THE NEW EAST R.O.W. LINE OF BRUSHLINE ROAD APPROXIMATELY 1320 FEET. THREE–8" DIAMETER WATERLINES SHALL EXTEND EAST FROM THE NEW 8" WATERLINE WITHIN AND ALONG THE THREE STREETS OF BORDER TOWN ACRES PHASE I APPROXIMATELY 1,396 FEET AND LOOP AROUND WITHIN A 15' N.A.W.S.C. EASEMENT ALONG THE NEW WEST R.O.W. LINE OF SHARP ROAD APPROXIMATELY 1320 FEET.

WATER DISTRIBUTION FOR BORDER TOWN ACRES PHASE I CONSISTS OF TWENTY NINE–1" DIAMETER DUAL SERVICE LINES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO 3/4" DIAMETER SERVICE LINES AND THIRTEEN–3/4" DIAMETER SINGLE SERVICE LINES. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. THE 8" LINE, THE DUAL SERVICES AND 3/4" SINGLE SERVICES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $ XX,XXX.XX, OR $ X,XXX.XX PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $ XX,XXX.XX, WHICH COVERS THE $ X,XXX.XX COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED NINE FILLLING STATIONS (HYDRANTS) AT A UNIT COST OF $ X,XXX.XX FOR A TOTAL COST OF $ XX,XXX.XX. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES DESCRIPTION; COST AND OPERABILITY DATES

SEWAGE FROM BORDER TOWN ACRES PHASE I WILL BE TREATED BY INDIVIDUAL ON–SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD ON EACH LOT. THE SITE EVALUATOR JOSE A. GONZALEZ REGISTRATION # 12258 HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAIN FIELD.

SOIL EVALUATION REPORT:

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A DISTRIBUTION OF FINE SANDY LOAM & SANDY CLAY LOAM SOIL FOR THE AREA. SIX SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, ACROSS THE PROPOSED DISPOSAL AREA. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM SANDY LOAM EXTENDING UP TO 30" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUND WATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $ X,XXX.XX INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $ X,XXX.XX. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON XX–02–201X

ENGINEER CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE WATER AND THE UNCONSTRUCTED ON–SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ X,XXX.XX WHICH EQUALS TO $ X,XXX.XX PER LOT.

SEWAGE FACILITIES – SEPTIC SYSTEM IS ESTIMATED TO COST $ X,XXX.XX PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ X,XXX.XX FOR THE ENTIRE SUBDIVISION.

_____ _____
ENGINEER'S SIGNATURE DATE

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

SUBDIVIDER CERTIFICATION

1, BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS AND OR WATER WELLS FOR EACH LOT(S) MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1, I, RICHARD RUPPERT SUBDIVIDER OF BORDER TOWN ACRES PHASE I HERE BY CERTIFY SEWER PERMITS HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

_____
RICHARD RUPPERT

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RICHARD RUPPERT KNOWN TO ME THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO BE THAT SHE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE

_____DAY OF _____20_____.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____

REPORTE DE INGENIERIA DE BORDER TOWN ACRES PHASE I
POR: FRED L. KURTH
ABASTECIMIENTO DE AGUA: DESCRIPCION, COSTOS Y FECHA DE OPERABILIDAD

LA SUBDIVISIÓN BORDER TOWN ACRES PHASE I RECIBIRÁ SU PROVISIÓN DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑÍA DE AGUA (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

EL SISTEMA DE PROVISIÓN DE AGUA PARA LA SUBDIVISIÓN BORDER TOWN ACRES PHASE I CONSISTE DE UN CONDUCTO DE 8 PULGADAS QUE CONECTA AL LADO NORTE Y SUR CON UN CONDUCTO DE AGUA EXISTENTE DE 8 PULGADAS DE DIÁMETRO PASANDO POR EL LADO ESTE DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CARRETERA BRUSHLINE ROAD, CUAL CONDUCTO DE 8 PULGADAS SIGUE DENTRO DE UNA CONSICION DE N.A.W.S.C. DE 15 PIES POR EL LADO ESTE DE LA CALLE BRUSHLINE ROAD APPROXIMAMENTE 1320 PIES. DEL CONDUCTO DE 8 PULGADAS SE EXTIENDEN TRES CONDUCTOS DE 8 PULGADAS HACIA AL ESTE DENTRO DE LAS TRES CALLES DE BORDER TOWN ACRES PHASE I.

DEL CONDUCTO DE AGUA DE 8 PULGADAS SE PRODUCEN TREINTA DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA DOS LOTES. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE 3/4 DE PULGADA DE DIÁMETRO PARA CADA LOTE, Y DOCE CONDUCTOS INDIVIDUALES DE AGUA DE 3/4 DE PULGADA DE DIÁMETRO PARA UN LOTE Y SE HAN INSTALADO LOS CONDUCTOS DE AGUA DE 8 PULGADAS DE DIÁMETRO. LOS DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO, EL CONDUCTO DE 3/4 DE PULGADA DE DIÁMETRO, Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE $ XX,XXX.XX O $ XX,XXX.XX POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.A.W.S.C. $ XX,XXX.XX, QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE $ XX,XXX.XX. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.A.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO NUEVE BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ XX,XXX.XX POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL $ XX,XXX.XX. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

SE INSTALARA UNA FOSA SÉPTICA EN CADA SOLAR DE BORDER TOWN ACRES PHASE I. ESTA FOSA SETICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL INGENIERO AUTOR DE ESTE DOCUMENTO HA EVALUADO EL ÁREA DONDE SE ENCUENTRA LA SUBDIVISIÓN Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSAS SÉPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGÚN EL REPORTE.

CADA LOTE EN LA SUBDIVISIÓN MIDE MEDIO ACRE. SE HICIERON SEIS EXCAVACIONES DE EVALUACIÓN EN LUGARES OPUESTOS EN LA SUBDIVISIÓN (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA ÁREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME (FRANCO ARCILLOSO) Y SE EXTIENDE A 30 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA ÁREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON $ X,XXX.XX DÓLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SÉPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL. A UN COSTO TOTAL DE $ X,XXX.XX. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DE LAS FOSAS SÉPTICAS DESDE (FECHA DE INSPECCIÓN).

CERTIFICACIÓN:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISIÓN RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTARA UN TOTAL DE $ X,XXX.XX O $ X,XXX.XX POR LOTE.

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $ X,XXX.XX A UN COSTO TOTAL DE $ X,XXX.XX TODA LA SUBDIVISIÓN.

_____ _____
ENGINEER'S SIGNATURE DATE

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE AGUA

SUBDIVISION MAP OF

BORDER TOWN ACRES PHASE I

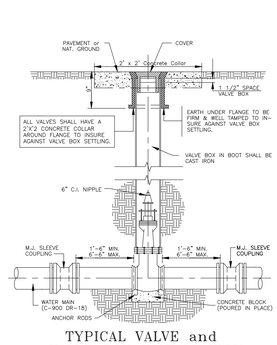
A RESUBDIVISION OF 45.491 ACRES
BEING ALL OF LOT 9, BLOCK 71, OUT OF ENGELMAN RE-SUBDIVISION
RECORDED IN VOLUME 6, PAGE 28 H.C.M.R., HIDALGO COUNTY, TEXAS

TYPICAL DETAILS OF SERVICE LINES AND WATER METER BOX
LEGEND:
- SET REBAR
- FOUND REBAR
- W W — PROPOSED DUAL WATER SERVICE
- W — PROPOSED SINGLE WATER SERVICE
- SEPTIC — PROPOSED SEPTIC TANK

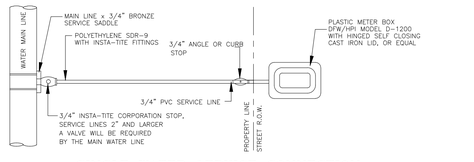
COST ESTIMATE:
PAVING IMPROVEMENTS: $ X.XX
DRAINAGE IMPROVEMENTS: $ X.XX
WATER DISTRIBUTION: $ X.XX
SEPTIC TANKS $ X.XX
IMPROVEMETNS / OSSF:

DETALLE TIPICO DE LINEAS DE SERVICIO Y MEDIDORES DE AGUA
LEYENDA
- VARILLA ASENTADA
- VARILLA ENCONTRADO
- W W — SERVICIO DOBLE DE AGUA PROPUESTO
- W — SERVICIO INDIVIDUAL DE AGUA PROPUESTO
- SEPTIC — TANQUE SEPTICO

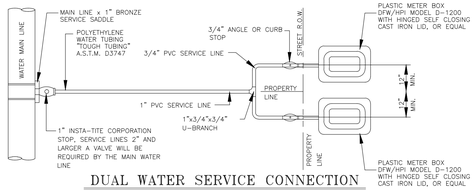
ESTIMACION DE COSTOS:
PAVIMENTACION DE CALLES: $ X.XX
DREAJE PLUVIAL: $ X.XX
SERVICIO DE AGUA POTABLE: $ X.XX
SERVICIO DE DRENAJE SANITARIO $ X.XX



TYPICAL VALVE and VALVE BOX INSTALLATION
N.T.S.

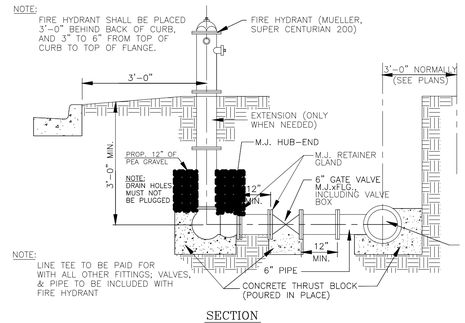


SINGLE WATER SERVICE CONNECTION
N.T.S.



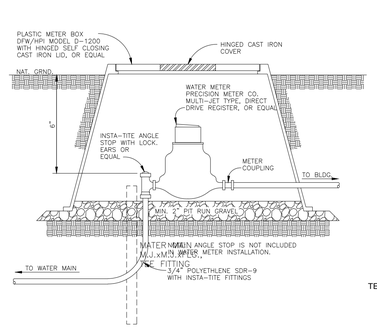
DUAL WATER SERVICE CONNECTION
N.T.S.

NOTE: IF UTILITY EASEMENT IS DEDICATED AT THE FRONT OF THE LOT, THE LOCATION OF THE ANGLE STOP IS TO BE DETERMINED BY N.A.W.S.C. AND THE ENGINEER.



SECTION

TYPICAL FIRE HYDRANT INSTALLATION
N.T.S.



TYPICAL WATER METER INSTALLATION
N.T.S.

MELDEN & HUNT, INC.
TEXAS REGISTERED. F-1435
MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE OFF: (956) 381–0981
EDINBURG, TX. 78541 FAX: (956) 381–1839
227 N. F.M. 3167 OFF: (956) 487–8256
RIO GRANDE CITY, TX. 78582 FAX: (956) 488–8591
E–MAIL: www.meldenandhunt.com ESTABLISHED 1947

MELDEN & HUNT, INC.
TEXAS REGISTERED. F-1435

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ESTABLISHED 1947

BEARING BASIS AS PER TEXAS STATE PLANE (SRS) COORDINATE SYSTEM (NAD 83) TYER (WGS 84) (GEOID 2003)

SCALE:1"=100'

+80.00 +72.00 +83.00 +68.00 +84.00 +78.00

P.O.B.

S 81° 02' 14" E
1501.02'

N 08° 58' 30" E
1320.00'

S 08° 57' 34" W
1320.00'

N 81° 02' 14" W
1501.40'

C BRUSHLINE ROAD

C SHARP ROAD

EAGLE PASS STREET

ZAPATA STREET

HIDALGO STREET

VISTA BONITA DRIVE

EXIST. 22' ASPH. ROAD

EXIST. 8" WATERLINE

JACKPOT DRIVE (N DRIVE R.O.W.)

EXIST. 15' DIRT ROAD

EXIST. 150' DRAIN DITCH R.O.W. DOC. # 2631744

PROP. TYPE "CC" INLET
STA: 1+20.50 OFF: 0.00'
RIM: 69.00'
INV IN: 60.28' 30" RCP
INV OUT: 61.66' 30" RCP

PROP. TYPE "CC" INLET
STA: 1+54.43 OFF: 0.00'
RIM: 69.00'
INV IN: 61.80' 30" RCP
INV OUT: 61.80' 30" RCP

PROP. STORM SEWER 30" RJ-RCP
33.93 L.F. AT -0.400%

PROP. STORM SEWER 30" RJ-RCP
417.52 L.F. AT -0.312%

PROP. STORM SEWER 30" TG-RCP
70.50 L.F. AT -0.400%

PROP. DISCH. STRUC.
STA: 0+50.00 OFF: 0.00'L
INV OUT: 60.00' 30"

330' DITCH EXCAVATION

100' DITCH TRANSITION

WIDEN & DEEPEN EXIST. DITCH TO FL =60.00

PROP. TYPE "A" INLET
STA: 0+35.00 RIM: 74.50'
INV IN: 70.50' 18"

PROP. STORM SEWER 18" RJ-RCP
35.00 L.F. AT -1.429%

PROP. TYPE "A" INLET
STA: 12+34.42 RIM: 74.50'
INV IN: 69.95' 24"
INV OUT: 69.95' 24"

PROP. STORM SEWER 24" TG-RCP
405.00 L.F. AT -1.000%

PROP. STORM SEWER 24" RJ-RCP
591.97 L.F. AT -1.119%

PROP. TYPE "A" INLET
STA: 16+39.42 RIM: 81.00'
INV IN: 74.00' 24"
INV OUT: 74.58' 18"

PROP. TYPE "A" INLET
STA: 16+74.42 RIM: 81.00'
INV IN: 75.10' 18"
INV OUT: 75.10' 18"

PROP. STORM SEWER 18" RJ-RCP
35.00 L.F. AT -1.489%

PROP. STORM SEWER 18" TG-RCP
405.00 L.F. AT -0.666%

PROP. TYPE "A" INLET
STA: 20+79.42 RIM: 82.00'
INV IN: 77.80' 18"
INV OUT: 77.80' 18"

PROP. STORM SEWER 18" RJ-RCP
35.00 L.F. AT -0.570%

PROP. TYPE "A" INLET
STA: 21+14.42 RIM: 82.00'
INV IN: 78.00' 18"

PROP. TYPE "CC" INLET
STA: 5+71.95 OFF: 0.00'
RIM: 72.50'
INV IN: 63.10' 30" RCP
INV OUT: 63.10' 30" RCP

PROP. STORM SEWER 30" RJ-RCP
70.50 L.F. AT -0.312%

PROP. STORM SEWER MH
STA: 6+42.45 OFF: 0.00'
RIM: 73.50'
INV IN: 63.32' 30" RCP
INV OUT: 63.32' 24" RCP

PROP. STORM SEWER 18" RJ-RCP
35.50 L.F. AT -0.275%

PROP. TYPE "CC" INLET
STA: 0+35.50 OFF: 0.00'
RIM: 72.50'
INV IN: 68.79' 18" RCP
INV OUT: 68.79' 18" RCP

PROP. STORM SEWER 18" RJ-RCP
334.00 L.F. AT -0.275%

PROP. TYPE "CC" INLET
STA: 3+69.50 OFF: 0.00'
RIM: 74.00'
INV IN: 69.71' 18" RCP
INV OUT: 69.71' 18" RCP

PROP. STORM SEWER 18" RJ-RCP
106.00 L.F. AT -0.275%

PROP. TYPE "CC" INLET
STA: 4+75.50 OFF: 0.00'
RIM: 74.00'
INV IN: 70.00' 18" RCP

PROP. 24' ROAD AS PER COUNTY STANDARDS (BY COUNTY)

PROP. 48 L.F. OF 18" RG-RCP CULVERT W/S.E.T.

TC 82.50 GT 82.00
TC 74.00 GT 73.50
TC 81.19 GT 80.69
TC 76.50 GT 76.00
TC 83.00 GT 82.50
TC 82.28 GT 81.78
TC 78.00 GT 77.50
TC 83.50 GT 83.00

STORM LINE-A
STORM LINE-B
STORM LINE-C

R50.00' CUL-DE-SAC EASEMENT DEDICATED BY THIS PLAT

50' GAS EASEMENT BY THIS PLAT FAULCONER, VERNON E. INC. 1-(956) 971-0622

50' GAS EASEMENT BY THIS PLAT TEXAS EASTERN TRANSMISSION 1-(800) 231-7794

15.00' UTILITY EASEMENT

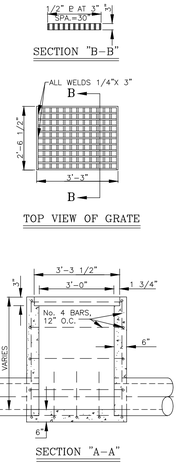
EXCLUSIVE 15.00' N.A.W.S.C. EASEMENT

15.00' IRRIGATION EASEMENT ENGELMAN IRRIGATION DISTRICT

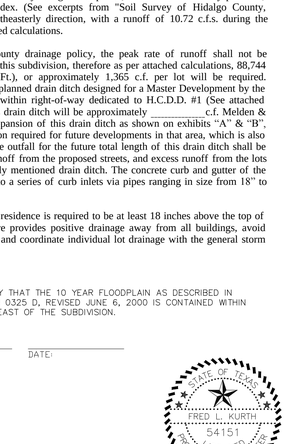
10.00' ADDITIONAL R.O.W. DEDICATED BY THIS PLAT

20.00' ADDITIONAL R.O.W. DEDICATED BY THIS PLAT

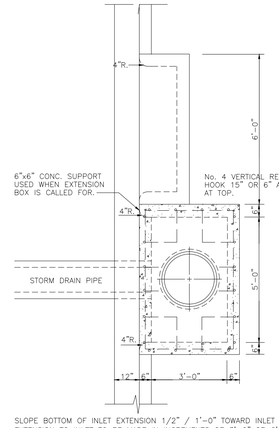
SEPTIC TANK

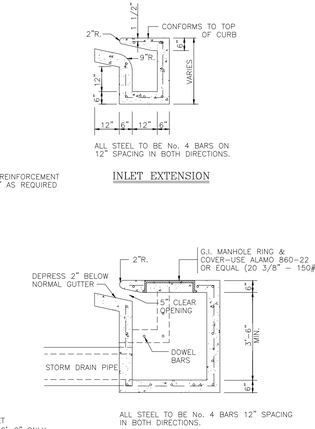


TYPE "C-C" GRATED INLET
(TWO GRATES PER INLET)

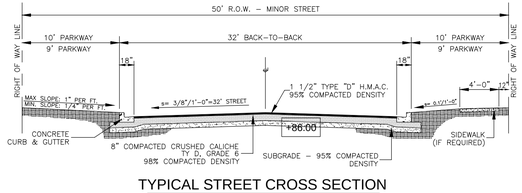


PIPE BEDDING DETAILS
N.T.S.

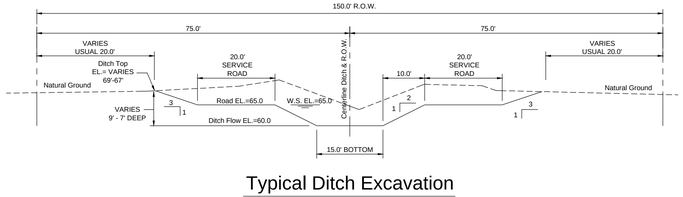




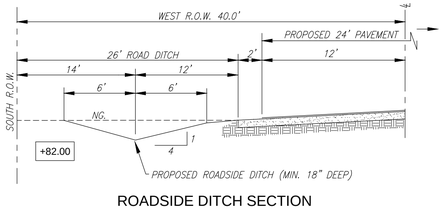
PLAN TYPE "A" INLET
N.T.S.



TYPICAL STREET CROSS SECTION
N.T.S.



Typical Ditch Excavation
NTS



ROADSIDE DITCH SECTION
(SHARP ROAD)

MAP OF TOPOGRAPHY AND DRAINAGE:
MAPA DE TOPOGRAFIA Y DESAGUE:

SUBDIVISION MAP OF

BORDER TOWN ACRES PHASE I

A RESUBDIVISION OF 45.491 ACRES
BEING ALL OF LOT 9, BLOCK 71, OUT OF ENGELMAN RE-SUBDIVISION
RECORDED IN VOLUME 6, PAGE 28 H.C.M.R., HIDALGO COUNTY, TEXAS

DRAINAGE STATEMENT
SUNFLOWER GARDENS:

BORDER TOWN ACRES PHASE I is a resubdivision of 45.49 acres, being all of Lot 9, Block 71, Engelman Re-Subdivision, according to the Map or Plat thereof recorded in Volume 6, Page 28, Hidalgo County, Map Records. The property is located on the east side of Brusline Road, 1320 feet north of FM 2812. This property is currently open land with a proposed residential use (72 lots). This tract is in zone "X" (not shaded), on FEMA's Flood Insurance Rate Map Community Panel No. 480334 0325D, Map Revised June 6, 2000, revised to reflect L.O.M.R. May 17, 2001 and is defined as areas determined to be outside 500-year flood plain.

The soil is Fine Sandy Loam, which is in Hydrologic Group "B", this soil is moderately pervious, and has relatively low plasticity index. (See excerpts from "Soil Survey of Hidalgo County, Texas"). Existing runoff is in a northeasterly direction, with a runoff of 10.72 c.f.s. during the 10-year storm frequency as per attached calculations.

In accordance with the Hidalgo County drainage policy, the peak rate of runoff shall not be increased due to the development of this subdivision, therefore as per attached calculations, 88,744 cubic feet of detention (0.047 Ac-Ft.), or approximately 1,365 c.f. per lot will be required. Detention will be contained within a planned drain ditch designed for a Master Development by the developer. The drain ditch shall be within right-of-way dedicated to H.C.D.D. #1 (See attached copy). The detention capacity of this drain ditch will be approximately _____ c.f. Melden & Hunt is proposing to continue the expansion of this drain ditch as shown on exhibits "A" & "B", this measure will provide the detention required for future developments in that area, which is also owned by the developer. The ultimate outfall for the future total length of this drain ditch shall be into the North Main Drain Ditch. Runoff from the proposed streets, and excess runoff from the lots shall be discharged into the previously mentioned drain ditch. The concrete curb and gutter of the proposed streets will carry runoff into a series of curb inlets via pipes ranging in size from 18" to 30".

The finished floor elevation for each residence is required to be at least 18 inches above the top of curb in front of the lot, this measure provides positive drainage away from all buildings, avoid concentrating runoff onto other lots, and coordinate individual lot drainage with the general storm drainage pattern for the area.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 10 YEAR FLOODPLAIN AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0325 D, REVISED JUNE 6, 2000 IS CONTAINED WITHIN THE DRAIN DITCH 245 FEET NORTHEAST OF THE SUBDIVISION.

FRED L. KURTH, PE # 54151 DATE:

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

SHEET 3 OF 3 SHEETS

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 08-25-2014

PROPOSED **AURORA VALLEY PHASE 4** SUBDIVISION, PRECINCT No. **1** .

ENGINEER: **MELDEN & HUNT, INC.** DEVELOPER: **M.L. RHODES**

☒ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **113** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **East side of Dillon Rd, ¼ mile North of Mile 14 North Rd (Wisconsin Rd)**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of **Edinburg** and was approved administratively by said City.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **06-24-14** PROPERTY LIES WITHIN FLOOD ZONE: **"C"** AS PER FEMA.

DRAINAGE DESIGN: **Will be provided by a storm drainage pipe system discharging into existing drain ditch running between Aurora Valley Phas 2 & Phase 4**

ROAD R.O.W. DEDICATION: **20 feet to Dillon Rd**

H.C.R.O.W. PRELIMINARY APPROVAL DATE: **07-25-14** : By, **Roy Gonzalez** PCT 1 R.O.W. AGENT

H.C.H.D APPROVAL DATE: **06-30-14** by: **Elizardo "Chardo" Ramos,** Environmental Health Division Manager

SEWER SYSTEM: ☒OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez**
☐OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: _____

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **8"** LOCATION: **Dillon Rd & Canton Rd**

H.C.O.E.C. PRELIMINARY APPROVAL DATE: **06-30-14 .**: By **Martin Ramirez, Director of Office of Environmental Compliance**

☒**LARGE CONSTRUCTION**

The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON:

REQUEST FOR FINAL APPROVAL WITH: ☐ **Cash Deposit:** *Amount:$_____For:* ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

☐**A Letter of Credit** *Financial Institution:* _____ *L.O.C No.* _____

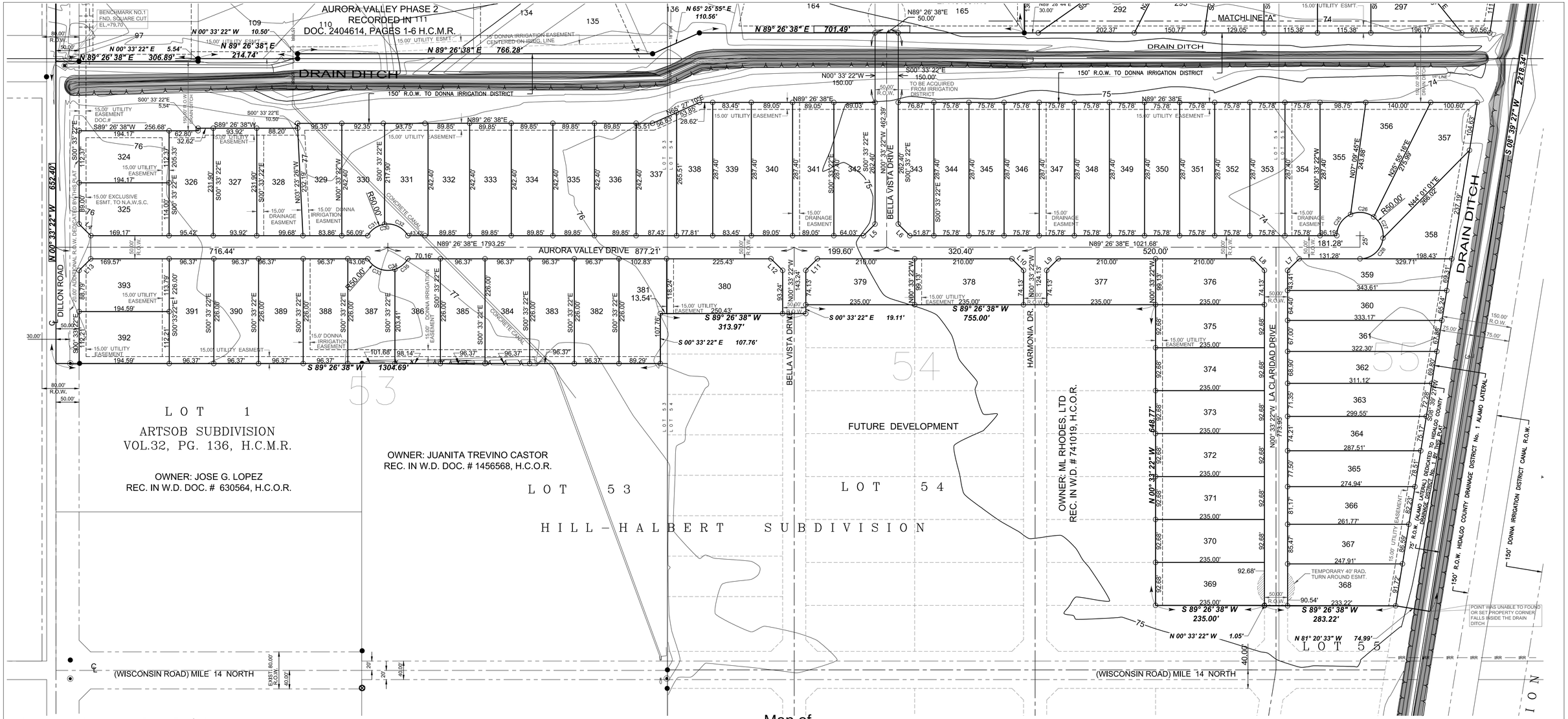
Amount: $_____For: ☐*OSSF(S)*_____ ☐PAVING ☐DRAINAGE ☐STREET SIGNS

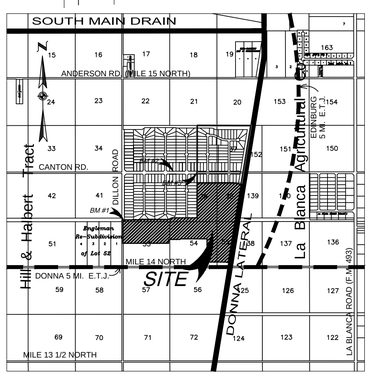
STAFF RECOMMENDS: ☒ **Preliminary Approval** *subject to comments and future recommendations by planning and other departments.*

☐ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*





LOCATION MAP

SCALE: 1" = 2000'

SCALE NOTE:

IF THIS BAR DOES NOT MEASURE 1", THE DRAWING IS NOT TO SCALE

SCALE: 1" = 100'

BEARINGS BASED ON GRID NORTH, TEXAS STATE PLANE GRID COORDINATES, TEXAS SOUTH 4205 ZONE, NAD 83 (NSRS 2007)

INDEX TO SHEET OF AURORA VALLEY PHASE 4

SHEET 1: HEADING; INDEX; LOCATION MAP; MAP: LOT, STREETS AND EASEMENT LAYOUT, DESCRIPTION (METES AND BOUNDS); ENGINEER'S AND SURVEYOR'S CERTIFICATION; PRINCIPAL CONTACTS; REVISION NOTES.

SHEET 2: ETJ; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION; IRRIGATION DISTRICT, H.C.D.D. No. 1, H.C. JUDGE AND H.C.H.D. CERTIFICATIONS; CLERK'S RECORDING CERTIFICATE; REVISION NOTES.

SHEET 3: ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND OSSF; ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH); WATER DETAILS; REVISION NOTES.

SHEET 4& 5: WATER AND OSSF LAYOUT; REVISION NOTES.

SHEET 6: MAP OF TOPOGRAPHY, STREET AND STORM DRAINAGE PLAN; STREET CONSTRUCTION DETAILS; REVISION NOTES.

SHEET 7: DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE; STORM DRAINAGE CONSTRUCTION DETAILS; REVISION NOTES.

LEGEND

- ○ SET REBAR WITH CAP STAMPED MELDEN AND HUNT INC.
- ◬ SET COTTON PICKER SPINDLE
- ● FOUND REBAR
- ◉ BENCH MARK-SQUARE CUT IN CONCRETE

THERE ARE 113 LOTS IN THIS SUBDIVISION.

PRINCIPAL CONTACTS

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	M.L. RHODES RHODES ENTERPRISES, LTD	2500 S. BENTSEN PALM DRIVE, STE. 267-B	MISSION, TX. 78572	(956) 287-2800	(956) 287-2804
ENGINEER:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78539	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. McINTYRE	EDINBURG, TX 78539	(956) 381-0981	(956) 381-1839

TBPE FIRM # F-1435

MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS

115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947

227 N. F.M. 3167
RIO GRANDE CITY, TX 78582
PH: (956) 487-8256
FAX: (956) 488-8591
www.meldenandhunt.com

Map of
AURORA VALLEY PHASE 4

BEING A RESUBDIVISION OF 80.029 ACRES,
CONSISTING OF
14.406 ACRES OUT OF LOT 38, 14.380 OUT OF LOT 39,
0.420 ACRES OUT OF LOT 40, 19.634 OUT OF LOT 53,
19.850 ACRES OUT OF LOT 54, AND 11.339 ACRES OUT OF LOT 55
HILL-HALBERT SUBDIVISION,
REC. IN VOL. 1, PAGE 35, H.C.M.R.,
HIDALGO COUNTY, TEXAS.

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 80.029 ACRES SITUATED IN HIDALGO COUNTY, TEXAS, CONSISTING OF 14.406 ACRES OUT OF LOT 38, 14.380 ACRES OUT OF LOT 39, 0.420 OF ONE ACRE OUT OF LOT 40, 19.634 OUT OF LOT 53, 19.850 ACRES OUT OF LOT 54, AND 11.339 ACRES OUT OF LOT 55, HILL-HALBERT SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, HIDALGO COUNTY MAP RECORDS, SAID 80.029 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NO. 4 REBAR FOUND (NORTHING: 16621161.52, EASTING: 1131341.78), FOR THE EASTERNMOST NORTHWEST CORNER OF THIS TRACT, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF LOT 175 AND THE SOUTHWEST CORNER OF LOT 178, AURORA VALLEY PHASE 2 ACCORDING TO THE PLAT THEREOF RECORDED UNDER DOCUMENT NO. 2404614 HIDALGO COUNTY MAP RECORDS, AND THE SOUTHWEST CORNER OF LOT 280 AURORA VALLEY PHASE 3 ACCORDING TO THE PLAT THEREOF RECORDED UNDER DOCUMENT NO. 2492168 HIDALGO COUNTY MAP RECORDS;

1. THENCE, N 89° 26' 38" E ALONG A SOUTHERN BOUNDARY LINE OF SAID AURORA VALLEY PHASE 3, A DISTANCE OF 982.98 FEET TO A NO. 4 REBAR FOUND FOR AN ANGLE POINT OF THIS TRACT;
2. THENCE, S 81° 20' 33" E ALONG A SOUTHERN BOUNDARY LINE OF SAID AURORA VALLEY PHASE 3, AT A DISTANCE OF 174.87 FEET TO A NO. 4 REBAR FOUND ON THE WEST RIGHT-OF-WAY LINE OF THE HIDALGO COUNTY DRAINAGE DISTRICT NO. ALAMO LATERAL, CONTINUING A TOTAL DISTANCE OF 250.85 FEET TO THE NORTHEAST CORNER OF THIS TRACT;
3. THENCE, S 08° 39' 27" W ALONG THE EAST LINES OF LOTS 38 AND 55 AND WITHIN SAID HIDALGO COUNTY DRAINAGE DISTRICT NO. ALAMO LATERAL RIGHT-OF-WAY, AT A DISTANCE OF 1009.94 FEET PASS THE SOUTHEAST CORNER OF SAID LOT 38 AND THE NORTHEAST CORNER OF SAID LOT 55, CONTINUING A TOTAL DISTANCE OF 2218.34 FEET TO THE SOUTHEAST CORNER OF THIS TRACT;
4. THENCE, N 81° 20' 33" W ACROSS SAID HIDALGO COUNTY DRAINAGE DISTRICT NO. ALAMO LATERAL RIGHT-OF-WAY, A DISTANCE OF 74.99 FEET TO A NO. 4 REBAR SET FOR AN ANGLE POINT OF THIS TRACT;
5. THENCE, S 89° 26' 38" W AT A DISTANCE OF 233.22 FEET PASS A NO. 4 REBAR SET, CONTINUING A TOTAL DISTANCE OF 283.22 FEET TO A NO. 4 REBAR SET AN OUTSIDE CORNER OF THIS TRACT;
6. THENCE, N 00° 33' 22" W A DISTANCE OF 1.05 FEET TO A NO. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;

METES AND BOUNDS DESCRIPTION CONTINUE

6. THENCE, S 89° 26' 38" W A DISTANCE OF 235.00 FEET TO A NO. 4 REBAR SET FOR THE EASTERNMOST S SOUTHWEST CORNER OF THIS TRACT;
7. THENCE, N 00° 33' 22" W A DISTANCE OF 648.77 FEET TO A NO. 4 REBAR SET AN INSIDE CORNER OF THIS TRACT;
8. THENCE, S 89° 26' 38" W A DISTANCE OF 755.00 FEET TO A NO. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;
9. THENCE, S 00° 33' 22" E A DISTANCE OF 19.11 FEET TO A NO. 4 REBAR SET FOR AN OUTSIDE CORNER OF THIS TRACT;
10. THENCE, S 89° 26' 38" W A DISTANCE OF 313.97 FEET TO A NO. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;
11. THENCE, S 00° 33' 22" E A DISTANCE OF 107.76 FEET TO A NO. 4 REBAR SET FOR AN OUTSIDE CORNER OF THIS TRACT;
12. THENCE, S 89° 26' 38" W AT A DISTANCE OF 643.82 FEET PASS A NO. 4 REBAR FOUND FOR THE NORTHEAST CORNER OF LOT 1, ARTSOB SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 32, PAGE 136 HIDALGO COUNTY MAP RECORDS, AT A DISTANCE OF 1253.63 FEET PASS A NO. 4 REBAR FOUND FOR THE NORTHWEST CORNER OF SAID LOT 1, ARTSOB SUBDIVISION, AT A DISTANCE OF 1273.57 FEET PASS A PIPE FOUND FOR THE EXISTING EAST RIGHT-OF-WAY LINE OF DILLON ROAD, CONTINUING A TOTAL DISTANCE OF 1304.69 FEET TO THE WESTERNMOST SOUTHWEST CORNER OF THIS TRACT;
13. THENCE, N 00° 33' 22" W ALONG THE WEST LINE OF LOT 53 AND WITHIN THE RIGHT-OF-WAY OF DILLON ROAD, A DISTANCE OF 652.40 FEET TO THE WESTERNMOST NORTHWEST CORNER OF THIS TRACT;
14. THENCE, N 89° 26' 38" E ALONG A SOUTHERN BOUNDARY LINE OF SAID AURORA VALLEY PHASE 2, AT A DISTANCE OF 30.00 FEET PASS THE OLD EAST RIGHT-OF-WAY LINE OF DILLON ROAD, AT A DISTANCE OF 50 FEET PASS A NO. 4 REBAR FOUND ON THE EXISTING EAST RIGHT-OF-WAY OF DILLON ROAD, CONTINUING A TOTAL DISTANCE OF 306.89 FEET TO A NO. 4 REBAR FOUND FOR AN INSIDE CORNER OF THIS TRACT;
15. THENCE, N 00° 33' 22" E ALONG A SOUTHERN BOUNDARY LINE OF SAID AURORA VALLEY PHASE 2, A DISTANCE OF 5.54 FEET TO A NO. 4 REBAR FOUND FOR AN OUTSIDE CORNER OF THIS TRACT;
16. THENCE, N 89° 26' 38" E ALONG A SOUTHERN BOUNDARY LINE OF SAID AURORA VALLEY PHASE 2, A DISTANCE OF 214.74 FEET TO A NO. 4 REBAR FOUND FOR AN INSIDE CORNER OF THIS TRACT;
17. THENCE, N 00° 33' 22" W ALONG A SOUTHERN BOUNDARY LINE OF SAID AURORA VALLEY PHASE 2, A DISTANCE OF 10.50 FEET TO A NO. 4 REBAR FOUND FOR AN OUTSIDE CORNER OF THIS TRACT;
18. THENCE, N 89° 26' 38" E ALONG A SOUTHERN BOUNDARY LINE OF SAID AURORA VALLEY PHASE 2, A DISTANCE OF 766.28 FEET TO A NO. 4 REBAR FOUND FOR AN ANGLE POINT OF THIS TRACT;
19. THENCE, N 65° 25' 55" E ALONG A SOUTHERN BOUNDARY LINE OF SAID AURORA VALLEY PHASE 2, A DISTANCE OF 110.56 FEET TO A NO. 4 REBAR FOUND FOR AN ANGLE POINT OF THIS TRACT;
20. THENCE, N 89° 26' 38" E ALONG A SOUTHERN BOUNDARY LINE OF SAID AURORA VALLEY PHASE 2, A DISTANCE OF 701.49 FEET TO A NO. 4 REBAR FOUND (NORTHING: 16620180.1560, EASTING: 1131351.1020), FOR AN INSIDE CORNER OF THIS TRACT;
21. THENCE, N 00° 33' 22" W ALONG THE EAST BOUNDARY LINE OF SAID AURORA VALLEY PHASE 2 ACCORDING TO THE PLAT THEREOF RECORDED UNDER DOCUMENT NO. 2404614 HIDALGO COUNTY MAP RECORDS, A DISTANCE OF 981.50 TO THE POINT OF BEGINNING, AND CONTAINING 80.029 ACRES, OF WHICH 0.449 OF ONE ACRE LIES WITHIN THE EXISTING RIGHT-OF-WAY OF DILLON ROAD.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

AURORA VALLEY PHASE 4 IS LOCATED IN THE SOUTHEAST PART OF HIDALGO COUNTY, EAST OF DILLON ROAD, AND APPROXIMATELY 283 FEET SOUTH OF CANTON ROAD (MILE 14 1/2 N. ROAD). THIS SUBDIVISION IS NOT WITHIN THE 5-MILE E.T.J. CITY OF EDINBURG UNDER LOCAL GOVERNMENT CODE § 212.001 AND FALLS WITHIN THE RURAL AREA OF THE COUNTY.

THIS SUBDIVISION FALLS WITHIN PRECINCT 1.

NOTE: THERE ARE 113 LOTS WITHIN THIS SUBDIVISION.

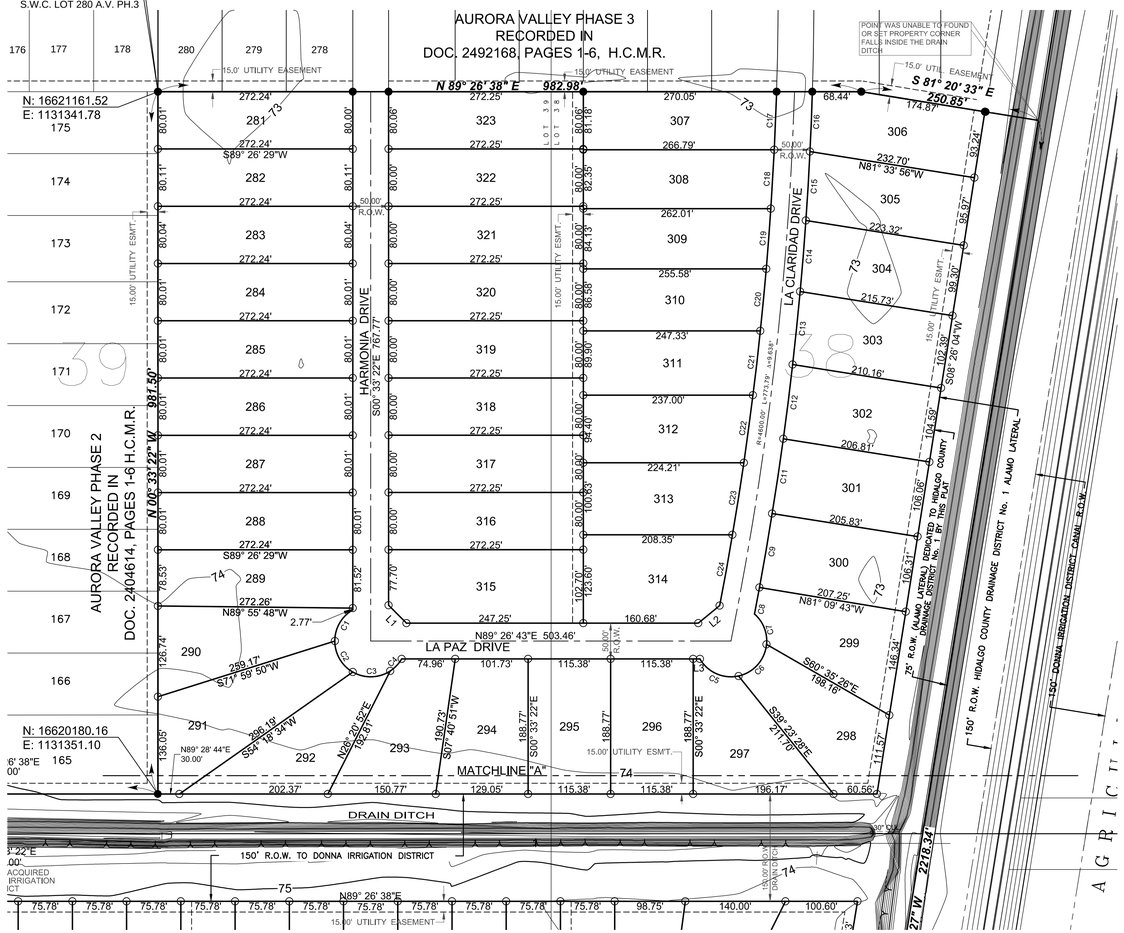
REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED
1				
2				

DRAWN BY: R.DE JESUS DATE: 06-16-2014

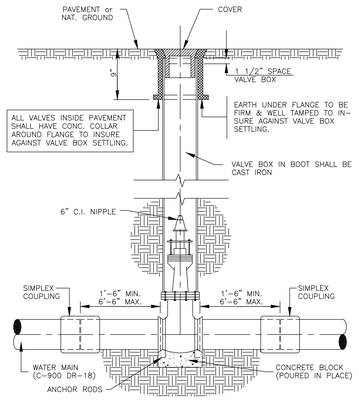
SURVEY, CHECKED BY: _____ DATE:

FINAL CHECK: _____ DATE:

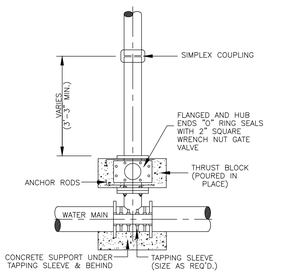

P.O.B.
N.E.C. LOT 175, A.V. PH.2
S.E.C. LOT 178 A.V. PH.2
S.W.C. LOT 280 A.V. PH.3
AURORA VALLEY PHASE 3
RECORDED IN
DOC. 2492168, PAGES 1-6, H.C.M.R.
AURORA VALLEY PHASE 2
RECORDED IN
DOC. 2404614, PAGES 1-6 H.C.M.R.
N: 16621161.52
E: 1131341.78
N: 16620180.16
E: 1131351.10
N 89° 26' 38" E 982.98'
S 81° 20' 33" E 250.85'
N89° 26' 43"E 503.46'
N89° 26' 38"E
S00° 33' 22"E 767.77'
N 00° 33' 22" W 1041.50'
LA PAZ DRIVE
HARMONIA DRIVE
LA CLARIDAD DRIVE
MATCHLINE "A"
DRAIN DITCH
150' R.O.W. TO DONNA IRRIGATION DISTRICT
ACQUIRED IRRIGATION ICT
150' R.O.W. HIDALGO COUNTY DRAINAGE DISTRICT No. 1 ALAMO LATERAL
150' DONNA IRRIGATION DISTRICT CANAL R.O.W.
25' R.O.W. (ALAMO LATERAL) DEDICATED TO HIDALGO COUNTY DRAINAGE DISTRICT No. 1 BY THIS PLAT
POINT WAS UNABLE TO FOUND OR SET PROPERTY CORNER FALLS INSIDE THE DRAIN DITCH
15.0' UTILITY EASEMENT
15.00' UTILITY ESM'T.
50.00' R.O.W.
100.00' R.O.W.
LOT 39
LOT 38
A G R I C U L T U R E
S64° 48' 34"W 296.19'
S71° 59' 50"W 289.17'
N89° 55' 48"W 2.77'
S89° 26' 29"W
N89° 28' 44"E 30.00'
N89° 26' 38"E 75.78'
S60° 35' 26"E 198.16'
S08° 25' 26"E 211.10'
S08° 26' 04"W 215.73'
N81° 33' 56"W 232.70'
N81° 09' 43"W 207.25'
S27° 27' W 2218.34'
S00° 33' 22"E
N20° 20' 57"E 104.81'
S07° 40' 51"W 190.73'
S00° 33' 22"E 188.77'
S00° 33' 22"E 188.77'
S00° 33' 22"E 188.77'
S00° 33' 22"E 211.67'
S00° 33' 22"E 211.67'
S00° 33' 22"E 211.67

AURORA VALLEY PHASE 4

BEING A RESUBDIVISION OF 80.029 ACRES,
CONSISTING OF
14.406 ACRES OUT OF LOT 38, 14.380 OUT OF LOT 39,
0.420 ACRES OUT OF LOT 40, 19.634 OUT OF LOT 53,
19.850 ACRES OUT OF LOT 54, AND 11.339 ACRES OUT OF LOT 55
HILL-HALBERT SUBDIVISION,
REC. IN VOL. 1, PAGE 35, H.C.M.R.,
HIDALGO COUNTY, TEXAS.

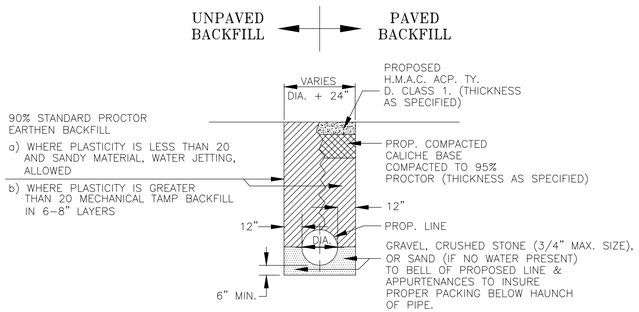


TYPICAL VALVE and VALVE BOX INSTALLATION
N.T.S.

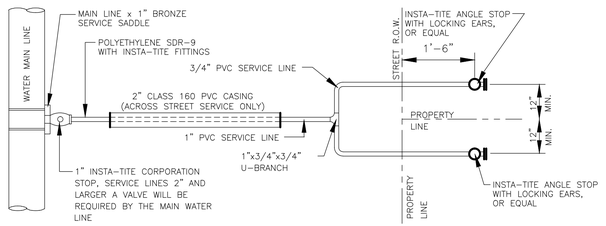


TAPPING SLEEVE and VALVE INSTALLATION
N.T.S.

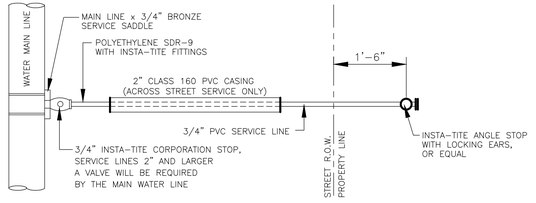
WATER DETAILS



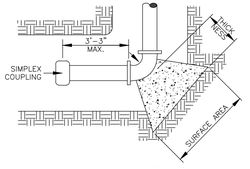
PIPE BEDDING DETAILS
N.T.S.



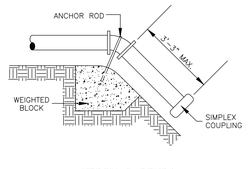
DUAL WATER SERVICE CONNECTION



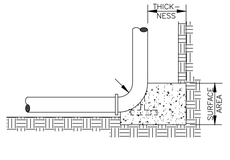
SINGLE WATER SERVICE CONNECTION



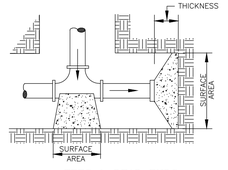
HORIZONTAL BENDS



VERTICAL BENDS



HYDRANT BURYS



TEES & DEAD ENDS

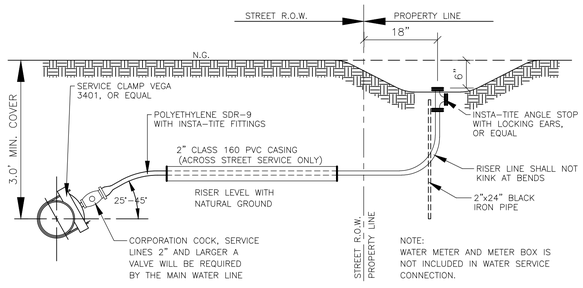
THRUST BLOCK DETAILS
N.T.S.

THRUST BLOCK SIZE

DIAMETER OF PIPE INCHES	HORIZONTAL BEND SURFACE AREA SQ. FT.	HORIZONTAL BEND THICKNESS INCHES	WEIGHT AT VERTICAL BENDS - lbs.
22°1/2 BENDS			
6 OR LESS	2	8	1,700
8	3	12	3,000
10	3.5	12	4,500
12	4	14	6,600
14	5	18	9,600
16	6	18	11,800
45° BENDS			
6 OR LESS	4	12	3,200
8	5	14	5,800
10	6	18	9,000
12	7	18	13,000
14	8	24	17,000
16	11.5	24	23,200
90° BENDS			
6 OR LESS	6	12	6,000
8	8	15	10,700
10	10	18	16,700
12	12	18	24,000
14	18	24	32,600
16	21	24	42,700
TEES & DEAD ENDS			
6 OR LESS	3	12	----
8	4	15	----
10	6	18	----
12	8.5	18	----
14	11.5	24	----
16	15	24	----

GENERAL NOTES :

1. ALL VALVES SHOWN ARE MINIMUM FOR A HYDROSTATIC PRESSURE OF 150 P.S.I. AND A SOIL RESISTANCE OF 2,000 LBS./SQ.FT WITH PIPELINE HAVING A MINIMUM OF 30" OF COVER.
2. THE CONTRACTOR SHALL CONSIDER REDUCTIONS OF THRUST BLOCK SURFACE AREA UPON SUBMITTAL OF APPROVED SOIL RESISTANT TEST RESULTS GREATER THAN 2000 LBS./SQ.FT.
3. THE LOCATION OF THRUST BLOCKS DEPENDS UPON THE DIRECTION OF THRUST AND TYPE OF FITTINGS.



TYPICAL WATER SERVICE CONNECTION ELEVATION

GENERAL NOTES :

1. DRAWINGS INDICATE COPPER SERVICE LINES.
2. FOR P.V.C. SERVICE LINES REFER TO SMALLER TYPE NOTES.
3. ALL COMPRESSION OR PACK TYPE FITTINGS & JOINTS REQUIRE STAINLESS STEEL INSERTS OF REQUIRED SIZE.
4. WATER SERVICE CONNECTIONS CROSSING A STREET SHALL BE ENCASED IN A 2" P.V.C. SHC40 CASING. LENGTH OF CASING SHALL BE WIDTH OF STREET PLUS 10.0 FEET.

TYPICAL WATER SERVICE CONNECTIONS
N.T.S.

FINAL WATER AND SEWER ENGINEERING REPORT FOR AURORA VALLEY PHASE 4
BY: FRED L. KURTH, P.E. #54151
WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:

AURORA VALLEY PHASE 4 WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

AREA NORTH OF DRAIN DITCH: N.A.W.S.C. HAS EXISTING 8" DIAMETER WATER LINES RUNNING ALONG HARMONIA DRIVE AND, LA CLARIDAD DRIVE. THE WATER SYSTEM FOR AURORA VALLEY PHASE 4 CONSISTS OF A 8" DIAMETER WATER LINE THAT CONNECT INTO THE EXISTING 8" WATER LINES. THIS 8" LINE THEN RUNS NORTH AND SOUTH ALONG THE EAST SIDE OF HARMONIA DRIVE RIGHT-OF-WAY. ANOTHER 8" LINE RUNS NORTH AND SOUTH ALONG THE WEST SIDE OF LA CLARIDAD DRIVE RIGHT-OF-WAY CONNECTING INTO A PROPOSED 8" WATER LINE ON THE NORTH SIDE OF LA PAZ DRIVE RIGHT-OF-WAY LOOPING THIS SYSTEM.

AREA SOUTH OF DRAIN DITCH: N.A.W.S.C. HAS EXISTING 8" DIAMETER WATER LINES RUNNING ALONG DILLON ROAD, BELLA VISTA DRIVE STREET, HARMONIA DRIVE, AND LA CLARIDAD DRIVED. THE WATER SYSTEM FOR AURORA VALLEY PHASE 4 CONSISTS OF A 8" DIAMETER WATER LINE THAT CONNECT INTO THE EXISTING 8" WATER LINES. THIS 8" LINE THEN RUNS NORTH AND SOUTH ALONG THE EAST SIDE OF DILLON ROAD INSIDE 15' EXCLUSICE N.A.W.S.C. EASEMENT. ANOTHER 8" LINE RUNS NORTH AND SOUTH ALONG THE WEST SIDE OF BELLA VISTA DRIVE DRIVE RIGHT-OF-WAY CONNECTING INTO THE EXISTING 8" LINE ON THE WEST SIDE OF BELLA VISTA DRIVE DRIVE RIGHT-OF-WAY. THIS SYSTEM IS LOOPED BY AN 8" LINE THAT RUNS EAST AND WEST ALONG THE NORTH SIDE OF AURORA VALLEY DRIVE WITH EXTENSIONS TO THE SOUTH ALONG BELLA VISTA DRIVE DRIVE, HARMONIA DRIVE AND, LA CLARIDAD DRIVE END WITH PLUGS FOR FUTURE CONNECTIONS.

WATER DISTRIBUTION FOR THE AURORA VALLEY PHASE 4 CONSISTS OF FIFTY-FIVE -1" DIAMETER DUAL SERVICE LINES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO ¾" DIAMETER SERVICE LINES AND SEVEN -¾" DIAMETER SINGLE SERVICE LINES. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. THE 8" LINE, THE DUAL SERVICES AND ¾" SINGLE SERVICES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $, OR $ PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $ 42,375.00 , WHICH COVERS THE $375.00 COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED 10 FIRE HYDRANTS AT A UNIT COST OF $ 3,725.00 FOR A TOTAL COST OF $37,250.00 . THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT

SEWAGE FACILITIES DESCRIPTION; COST AND OPERABILITY DATES
SEWAGE FROM AURORA VALLEY PHASE 4 SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD ON EACH LOT. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENT DRAIN FIELD.

SOIL EVALUATION REPORT:
EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE PROPOSED DISPOSAL AREA. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMIT AREA). THE SOIL IS A UNIFORM SANDY LOAM EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUND WATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS 1,145.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSFS HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $129,385.00. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON .

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE WATER AND THE CONSTRUCTED ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ WHICH EQUALS TO $ PER LOT.

SEWAGE FACILITIES – SEPTIC SYSTEM IS ESTIMATED TO COST $1,145.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $129,385.00 FOR THE ENTIRE SUBDIVISION.

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

_____ _____
ENGINEER'S SIGNATURE DATE

COST ESTIMATES:

PAVING IMPROVEMENTS :	$	402,087.55
DRAINAGE IMPROVEMENTS :	$	114,478.42
WATER DISTRIBUTION :	$	191,480.00
O.S.S.F :	$	82,440.00
TOTAL :	$	780,485.97

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH
PROVISIÓN DE AGUA: DESCRIPCIÓN, GASTOS Y FECHAS DE INICIO

LA SUBDIVISIÓN AURORA VALLEY PHASE 3 RECIBIRÁ SU PROVISIÓN DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑÍA DE AGUA (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

ZONA SITUADA AL NORTE DE ZANJA DE DRENAJE: N.A.W.S.C. YA TIENE TUBERRIAS DE AGUA -8" DE DIÁMETRO QUE EN LAS CALLES DE HARMONIA Y LA CLARIDAD. EL SISTEMA DE ABASTECIMIENTO DE AGUA PARA AURORA VALLE FASE 4 CONSISTE EN TUBERIAS DE AGUA DE 8" EN DIÁMETRO QUE SE CONECTAN LAS LÍNEAS DE AGUADE 8" PRESENTE EN EL LADO ESTE. LAS TUBERIAS DE 8" LUEGO SE DIRIGE AL NORTE Y AL SUR A LO LARGO EL LADO ESTE DE HARMOINA . OTRO 8" LÍNEA CORRE HACIA EL NORTE Y AL SUR A LO LARGO DE LA PARTE OESTE DE LA CALLE LA UNIDAD REPORTÓ DEL DERECHO DE VÍA EN UNA PROPUESTA DE 8" LÍNEA DE AGUA EN LA PARTE NORTE DE LA CALLE LA PAZ UNIDAD DE DERECHO-DE-PASO EN BUCLE ESTE SISTEMA.

ZONA SUR DE ZANJA DE DRENAJE: N.A.W.S.C. YA TIENE 8" DE DIÁMETRO LAS TUBERÍAS DE AGUA QUE DISCURRE POR DILLON ROAD, CALLE BELLA VISTA DRIVE, HARMONIA, Y LA CLARIDAD DRIVED. EL SISTEMA DE AGUA DE AURORA VALLE FASE 4 CONSISTE EN UNA 8" DE DIÁMETRO LÍNEA DE AGUA QUE SE CONECTAN A LAS 8" LAS LÍNEAS DE AGUA. ESTE 8" LÍNEA, A CONTINUACIÓN, SE EXTIENDE HACIA EL NORTE Y AL SUR A LO LARGO DE LA PARTE ORIENTAL DE DILLON CAMINO INTERIOR 15' EXCLUSICE N.A.W.S.C. SERVIDUMBRE. OTRO 8" LÍNEA CORRE HACIA EL NORTE Y AL SUR A LO LARGO DE LA PARTE OESTE DE BELLA VISTA DRIVE DRIVE DEL DERECHO DE VÍA EXISTENTE CONECTA A LA LÍNEA 8" EN EL LADO OESTE DE BELLA VISTA DRIVE DRIVE DEL DERECHO DE VÍA, ESTE SISTEMA ES UN BUCLE POR UN 8" LÍNEA QUE CORRE DE ESTE Y OESTE, A LO LARGO DEL LADO NORTE DE AURORA VALLE UNIDAD CON EXTENSIONES

LA DISTRIBUCION PARA AURORA VALLEY PHASE 4 CONSISTE DE CINCUENTA-CINCO (55) SERVICIOS DE 1" PULGADA DE DIAMETRO DE SERVICIOS DUALES LOS CUALES CORREN A PARES DE LOTES ANTES DE DIVIDIRSE EN LINEAS DE SERVICIO DE ¾ DE PULGADA EN DIAMETRO Y SIETS (7) LÍNEAS DE SERVICIO SINGULARES CON UN DIAMETRO DE ¾ DE PULGADA Y QUE TERMINAN EN LOS MEDIDORES DE AGUA PARA CADA LOTE. LA LINEA DE 8 PULGADAS, LOS SERVICIOS DUALES, LOS SERVICIOS SINGULARES DE ¾ DE PULGADA DE DIAMETRO, Y LOS MEDIDORES DE AGUA YA ESTAN INSTALADOS. EL COSTO TOTAL DE ESTA INSTALACION ES DE $ O $ POR LOTE, ADICIONALMENTE, EL DUEÑO A PAGADO A NAWSC LA CANTIDAD DE $27,000.00 ($375.00 POR LOTE) QUE CUBREN LOS MEDIDORES, CAJAS, CUOTA DE ABASTECIMIENTO DEL AGUA Y OTRAS CUOTAS ASOCIADAS DE ACUERDO A LO ESTABLECIDO EN EL CONTRATO DE SERVICIO A TREINTA AÑOS. DE ACUERDO AL PEDIDO DE MEDIDORES POR PARTE DE LOS DUEÑOS DE CADA UNO DE LOS LOTES, NAWSC INSTALARA TAN PRONTO POSIBLE Y SIN CARGO ALGUNO EL MEDIDOR RESPECTIVO. EL DUEÑO HA INSTALADO (10) HYDRANTES DE AGUA ($2,2350 CADA UNO) SUMANDOSE A UN COSTO TOTAL DE $223,500 . TODO EL SYSTEMA DE DISTRIBUTION DEL AGUA HA SIDO APROBADO Y ACEPTADO POR NAWSC Y ESTARA OPERABLE AL TIEMPO DE LA FECHA EN LA CUAL TODOS LOS PLANOS DE ESTA SUBDIVISION SEAN ARCHIVADOS EN LAS OFICINAS DE HIDALGO COUNTY CLERRK.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN
SE INSTALARA UNA FOSA SÉPTICA EN CADA SOLAR. ESTA FOSA SETICA CONSISTE DE UN TANQUE SÉPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL INGENIERO AUTOR DE ESTE DOCUMENTO HA EVALUADO EL ÁREA DONDE SE ENCUENTRA LA SUBDIVISIÓN Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSAS SÉPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGÚN EL REPORTE.

CADA LOTE EN LA SUBDIVISIÓN MIDE MEDIO ACRE. SE HICIERON POR LOS MENOS DOS ES EXCAVACIONES DE EVALUACIÓN EN LA SUBDIVISIÓN (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA ÁREA ES SIGNIFICANTEMENTE UNIFORME), EL TERRENO ES UNIFORME (TERRENO ARCILLOSO Y SUELO FRANCO) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA ÁREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR ES 1,145.00 DÓLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSAS SÉPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL. A UN COSTO TOTAL DE $ $129,385.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y HA APROBADO LA INSTALACIÓN DE LAS FOSAS SÉPTICAS DESDE ( ).

CERTIFICACIÓN:
CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES, ADOPTADAS EN LA SECCIÓN 16.343 DEL CÓDIGO DE AGUA DE TEXAS. CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: ESTAS SERVICIOS DE AGUA COMPLETAMENTE CONSTRUIDO INCLUYENDO LA INSTALACION DE EL MEDIDOR MECÁNICO DE AGUA COSTARA UN TOTAL DE $ O $ POR LOTE

DRENAJE: SE ESTIMA QUE LA FOSA SÉPTICA COSTARA $1,145.00 A UN COSTO TOTAL DE $129,385.00 TODA LA SUBDIVISION.

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

_____ _____
ENGINEER'S SIGNATURE DATE

SUBDIVIDER CERTIFICATION

1. BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS AND OR WATER WELLS FOR EACH LOT(S) MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1. WE, RHODES ENTERPRISES, INC. SUBDIVIDER OF AURORA VALLEY PHASE 4 HERE BY CERTIFY SEWER PERMITS HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

_____
MIKE RHODES, PRESIDENT
RHODES ENTERPRISES, INC.

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MIKE RHODES KNOWN TO ME THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO BE THAT HE EXECUTED THE SAME FOR PURPOSED AND CONSIDERATION THEREIN STATED,GEVEN UNDER MY HAND AND SEAL OF OFFICE

THIS THE _____DAY OF _____,20_____.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____

TBPE FIRM # F-1435
MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
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FAX: (956) 381-1839
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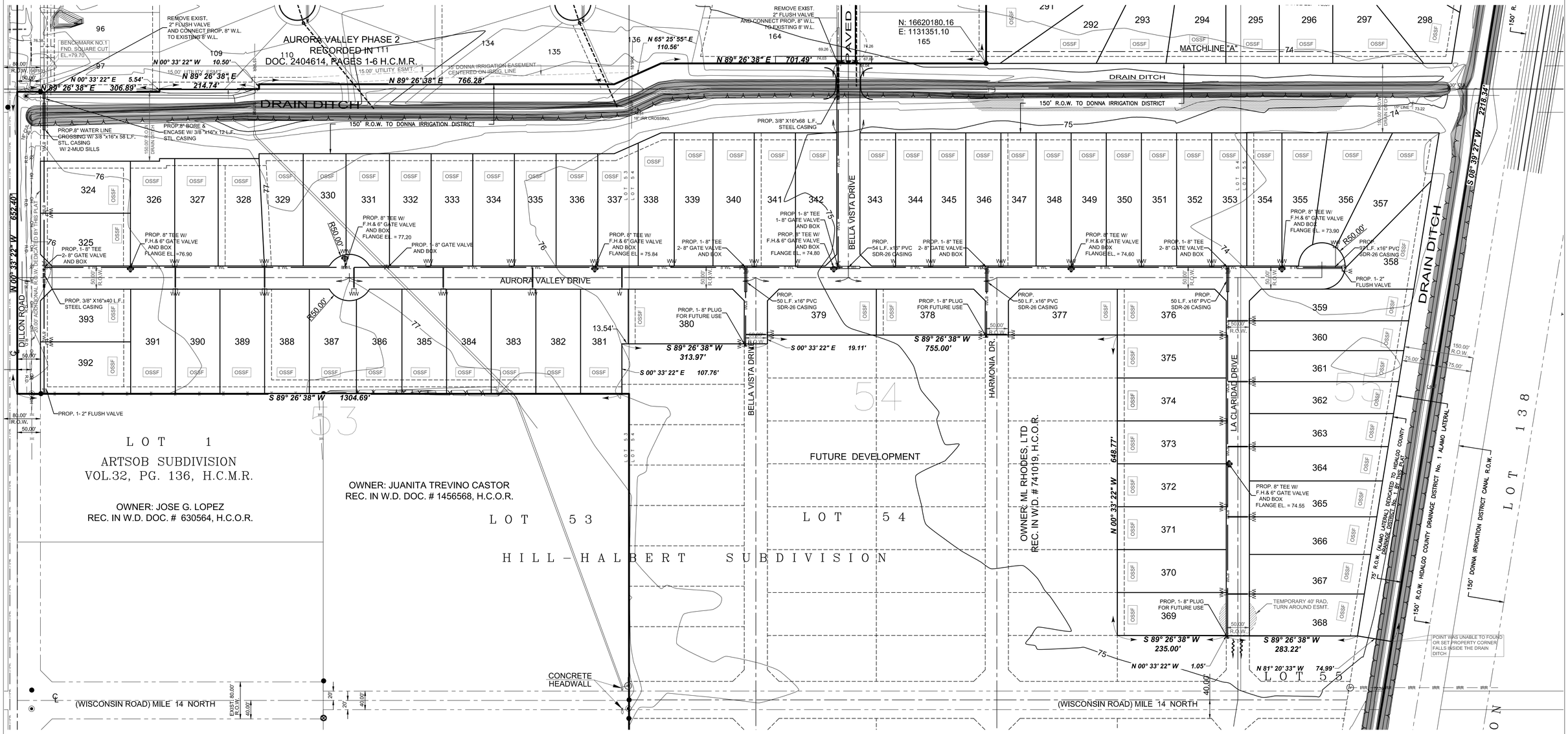

LEGEND

- SET REBAR WITH CAP STAMPED MELDEN AND HUNT INC.
- SET COTTON PICKER SPINDLE
- FOUND REBAR

LEGEND

- 2" CASING — DUAL WATER SERVICE (PROPOSED)
- 2" CASING — SINGLE WATER SERVICE (PROPOSED)
- OSSF — OSSF

LEYENDA

- 2" FORRO — SERVICIO DOBLE DE AGUA (PROPUESTO)
- 2" FORRO — SERVICIO INDIVIDUAL DE AGUA (PROPUESTO)
- OSSF — TANQUE SEPTICO (OSSF)

N

BEARING BASIS AS PER TEXAS STATE PLANE COORDINATE SYSTEM NAD 83 SOUTH ZONE (4205) ELEVATION PER NAVD 88 (GEOID 2003)

SCALE: 1" = 100'

SCALE NOTE:

IF THIS BAR DOES NOT MEASURE 1", THE DRAWING IS NOT TO SCALE

LEGEND

- FOUND No.4 REBAR
- FOUND No.5 REBAR
- FOUND COTTON PICKER SPINDLE
- FOUND PIPE
- SET SQUARE CUT
- POWER POLE
- GUY WIRE
- FLUSH VALVE
- CONTROL GATE VALVE
- TYPE "A" INLET
- IRRIGATION OUTLET
- 24" IRRIGATION STAND PIPE
- 30" IRRIGATION STAND PIPE
- FIELD DRAIN
- IRR — IRRIGATION LINE
- 12"IRR — 12" IRRIGATION LINE
- 15"IRR — 15" IRRIGATION LINE
- 16"IRR — 16" IRRIGATION LINE
- 18"IRR — 18" IRRIGATION LINE
- OH — OVERHEAD POWER LINE
- R.D. — ROAD DITCH
- ASPHALT AREA

Map of
AURORA VALLEY PHASE 4

BEING A RESUBDIVISION OF 80.029 ACRES,
CONSISTING OF
14.406 ACRES OUT OF LOT 38, 14.380 OUT OF LOT 39,
0.420 ACRES OUT OF LOT 40, 19.634 OUT OF LOT 53,
19.850 ACRES OUT OF LOT 54, AND 11.339 ACRES OUT OF LOT 55
HILL-HALBERT SUBDIVISION,
REC. IN VOL. 1, PAGE 35, H.C.M.R.,
HIDALGO COUNTY, TEXAS.

–WATER AND OSSF LAYOUT–

–MAPA DEL SISTEMA DE DISTRIBUCION DEL AGUA Y TANQUES SEPTICOS (OSSF)–

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PRINCIPAL CONTACTS

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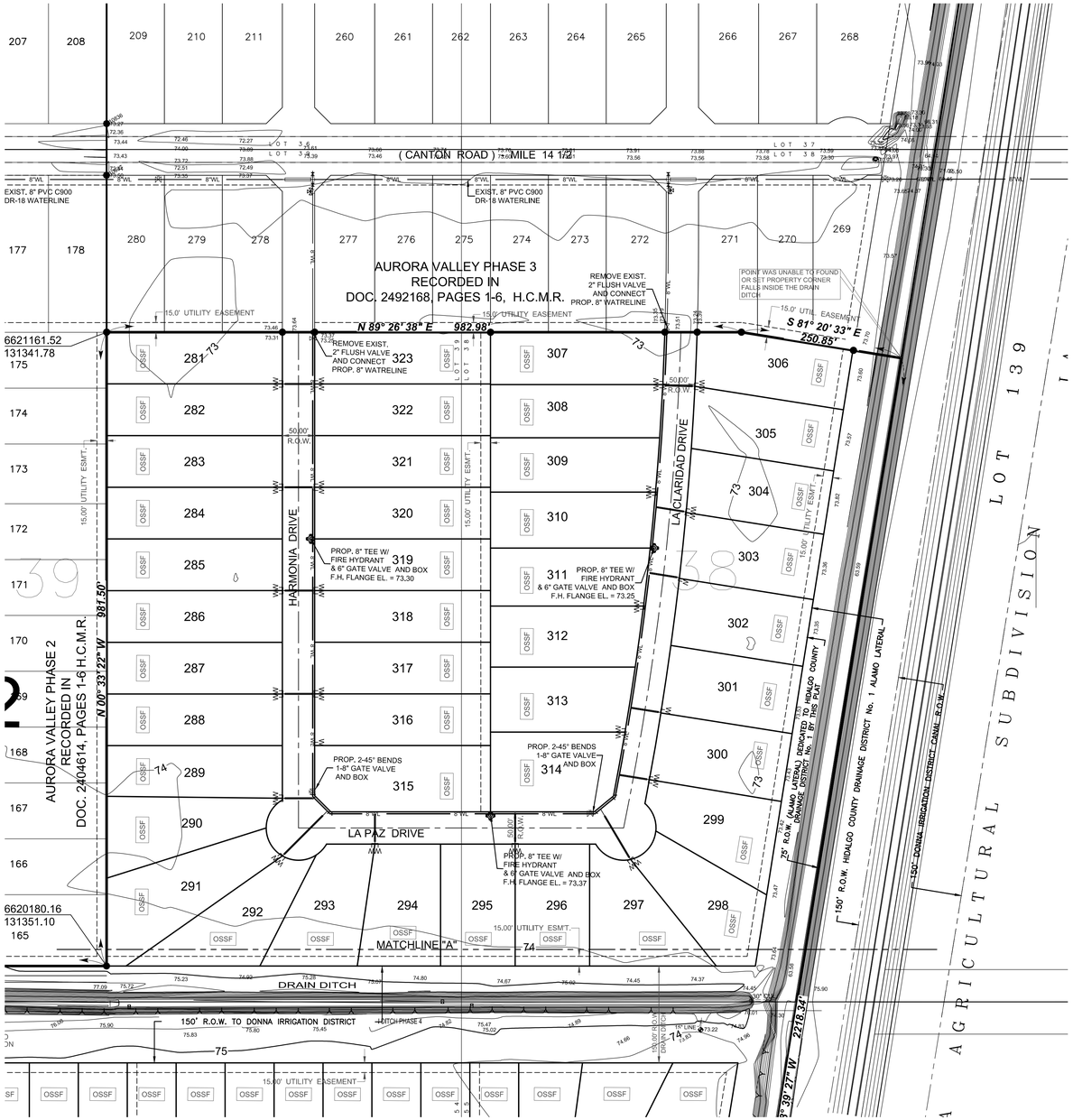

SCALE: 1" = 100'

BEARING BASIS AS PER
LOCAL GRID SYSTEM, NAD 83
COORDINATE SYSTEM NAD 83
ELEVATION PER NAVD 88
(GEOID 2003)

SCALE NOTE:
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LEGEND

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- SET COTTON PICKER SPINDLE
- FOUND REBAR

LEGEND
- 2" CASING — DUAL WATER SERVICE (PROPOSED)
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LEGEND

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- FOUND No.5 REBAR
- FOUND COTTON PICKER SPINDLE
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—WATER AND OSSF LAYOUT—

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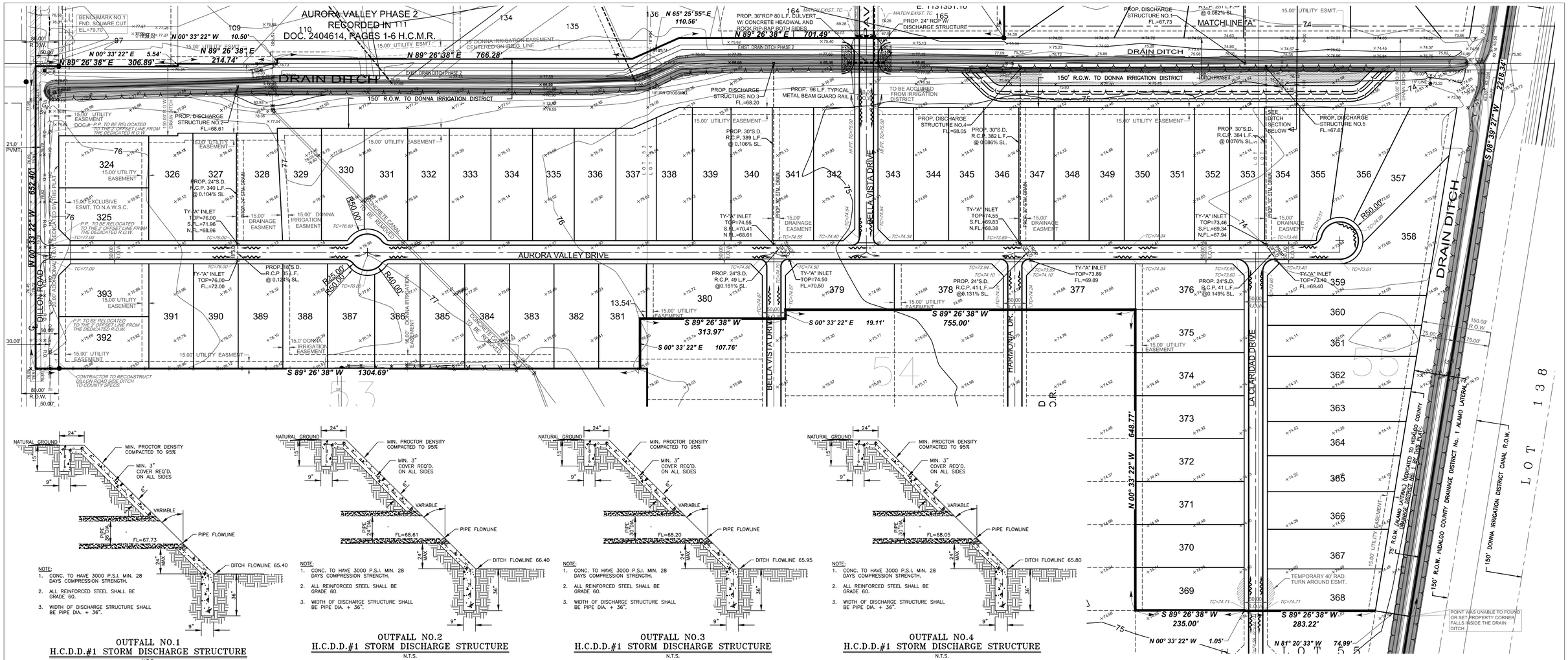


NOTE:
1. CONC. TO HAVE 3000 P.S.I. MIN. 28 DAYS COMPRESSION STRENGTH.
2. ALL REINFORCED STEEL SHALL BE GRADE 60.
3. WIDTH OF DISCHARGE STRUCTURE SHALL BE PIPE DIA. + 36".

OUTFALL NO.1
H.C.D.D.#1 STORM DISCHARGE STRUCTURE
N.T.S.

NOTE:
1. CONC. TO HAVE 3000 P.S.I. MIN. 28 DAYS COMPRESSION STRENGTH.
2. ALL REINFORCED STEEL SHALL BE GRADE 60.
3. WIDTH OF DISCHARGE STRUCTURE SHALL BE PIPE DIA. + 36".

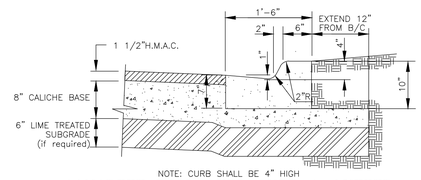
OUTFALL NO.2
H.C.D.D.#1 STORM DISCHARGE STRUCTURE
N.T.S.

NOTE:
1. CONC. TO HAVE 3000 P.S.I. MIN. 28 DAYS COMPRESSION STRENGTH.
2. ALL REINFORCED STEEL SHALL BE GRADE 60.
3. WIDTH OF DISCHARGE STRUCTURE SHALL BE PIPE DIA. + 36".

OUTFALL NO.3
H.C.D.D.#1 STORM DISCHARGE STRUCTURE
N.T.S.

NOTE:
1. CONC. TO HAVE 3000 P.S.I. MIN. 28 DAYS COMPRESSION STRENGTH.
2. ALL REINFORCED STEEL SHALL BE GRADE 60.
3. WIDTH OF DISCHARGE STRUCTURE SHALL BE PIPE DIA. + 36".

OUTFALL NO.4
H.C.D.D.#1 STORM DISCHARGE STRUCTURE
N.T.S.



NOTE: CURB SHALL BE 4" HIGH
CONCRETE ROLL-OVER CURB & GUTTER
N.T.S.

GENERAL NOTES:
1. ALL CONCRETE WORK SHALL BE TREATED WITH MEMBRANE CURING COMPOUND TYPE 2 WHITE PIGMENTED IN ACCORDANCE w/ THD 1972 SPECIFICATIONS ITEM 531. CONSIDERED INCIDENTAL TO CONCRETE WORK.
2. 1/2" EXPANSION JOINTS REQUIRED AT 70' c.c. AND AT THE BEGINNING AND END OF ALL RADII. CONTRACTION JOINTS SHALL NOT EXCEED 10' c.c.

LEGEND
- FOUND No.4 REBAR
- FOUND No.5 REBAR
- FOUND COTTON PICKER SPINDLE
- FOUND PIPE
- SET SQUARE CUT
- POWER POLE
- GUY WIRE
- FLUSH VALVE
- CONTROL GATE VALVE
- TYPE "A" INLET
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BEARING BASIS: AS PER THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83 (2011) SOUTH ZONE ELEVATION: PER NAVD 88 (GEOID 2003)

SCALE: 1" = 100'

SCALE NOTE:
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AURORA VALLEY PHASE 4

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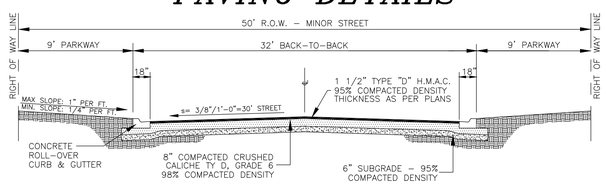
PAVING DETAILS



TYPICAL INTERIOR STREET CROSS SECTION
N.T.S.

GENERAL NOTES :

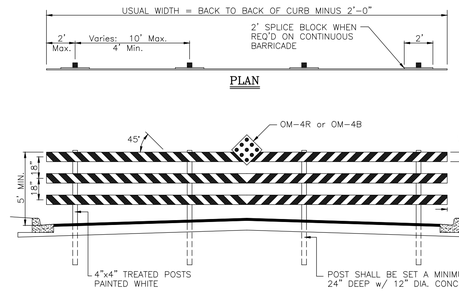
WIDTH OF RAIL SHALL BE A MINIMUM OF 8", 2" NOMINAL SMOOTH LUMBER.

RAILS SHALL BE FASTENED TO EACH POST WITH 1/4" STEEL BOLTS w/ WASHER ON EA. SIDE. BOLT THREADS SHALL BE PEENED.

THE RAILS SHALL RECEIVE TWO COATS OF WHITE OIL BASE PAINT, THEN SHALL HAVE 6" REFLECTORIZED RED STRIPES OF TAPE PLACED ON 45° SLOPES, DOWN AND TOWARDS THE CENTER OF THE BARRICADE.

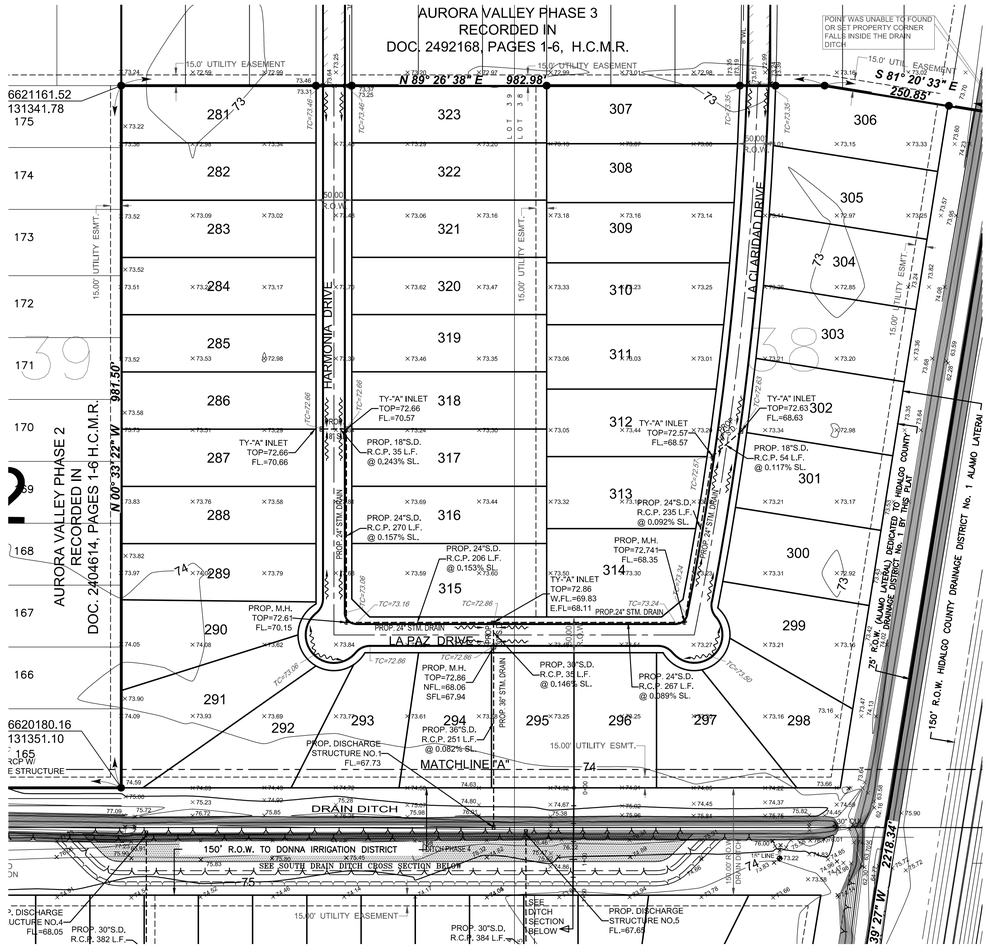
BARRICADES MAY BE CONSTRUCTED IN SECTIONS OR MAY BE CONTINUOUS ACROSS ROADWAY WIDTH. SPLICES ON CONTINUOUS RAIL BARRICADES SHALL BE AT POSTS AND SHALL HAVE A 2' SPLICE BLOCK ON BACK SIDE OF THE SAME MATERIAL AS RAIL.

18" DIAMOND REFLECTORIZED RED PANEL OR 18" DIAMOND RED OR BLACK PANEL WITH 9-3" DIA. RED REFLECTORS SYMMETRICALLY PLACED AT CENTER OR CENTER POST.



TYPE III DEAD-END STREET BARRICADE

-MAP OF TOPOGRAPHY AND STORM DRAINAGE SYSTEM-
-TOPOGRAFIA Y SISTEMA DE DRENAJE PLUVIAL-



LEGEND

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- FOUND COTTON PICKER SPINDLE
- FOUND PIPE
- SET SQUARE CUT
- POWER POLE
- GUY WIRE
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0.420 ACRES OUT OF LOT 40, 19.634 OUT OF LOT 53,
19.850 ACRES OUT OF LOT 54, AND 11.339 ACRES OUT OF LOT 55
HILL-HALBERT SUBDIVISION,
REC. IN VOL. 1, PAGE 35, H.C.M.R.,
HIDALGO COUNTY, TEXAS.

AURORA VALLEY PHASE 4
DRAINAGE STATEMENT
JOB NO. 14043 DATE: JUNE 20, 2014

AURORA VALLEY PHASE 4 IS A 80.033 ACRE TRACT OF LAND, CONSISTING OF 14.406 ACRES OUT OF LOT 38, 14.3800 ACRES OUT OF LOT 39, 0.420 ACRES OUT OF LOT 40 AND 19.638 ACRES OUT OF LOT 53, 19.850 ACRES OUT OF LOT 54, AND 11.339 ACRES OUT OF LOT 55, HILL- HALBERT SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 35, HIDALGO COUNTY, MAP RECORDS. THE PROPERTY IS LOCATED ON THE EAST SIDE OF DILLON ROAD AND AT THE SOUTH SIDES OF CANTON ROAD (MILE 14 ½ NORTH). SAID PROPERTY IS CURRENTLY OPEN LAND, WITH A PROPOSED RESIDENTIAL USE THAT INCLUDES 113 LOTS. THIS SUBDIVISION LIES IN ZONE "C" (NO SHADING) ON FEMA'S FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480334 0425 C, MAP REVISED NOVEMBER 16, 1982. ZONE "C" (NO SHADING) IS DEFINED AS AREAS OF MINIMAL FLOODING.

THE SOILS ARE SANDY CLAY LOAM AND CLAY LOAM, WHICH ARE IN HYDROLOGIC GROUPS "B" AND "C" RESPECTIVELY. APPROXIMATELY 77.8% OF THIS PROPERTY LIES IN HYDROLOGIC GROUP "B", THE REMAINDER 22.8% LIES IN HYDROLOGIC GROUP "C". SOILS IN HYDROLOGIC GROUP "B" HAVE A MODERATE PERVIOUSNESS, AND A RELATIVELY LOW PLASTICITY INDEX, SOILS IN HYDROLOGIC GROUP "C" ARE NOT VERY PERVIOUS AND HAVE A MODERATE PLASTICITY INDEX. (SEE EXCERPTS FROM "SOIL SURVEY OF HIDALGO COUNTY, TEXAS"). EXISTING RUNOFF IS IN A NORTHEASTERLY DIRECTION, AND IS OF 19.41 C.F.S. DURING THE 10-YEAR STORM FREQUENCY AS PER ATTACHED CALCULATIONS.

IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT POLICIES, THE PEAK POST CONSTRUCTION RATE OF RUNOFF WILL NOT BE INCREASED DUE TO THE CONSTRUCTION OF THIS SUBDIVISION. THEREFORE AS PER ATTACHED CALCULATIONS, 127,393 TOTAL CUBIC FEET OF DETENTION (2.925 AC-FT.) ARE REQUIRED. DETENTION WILL BE ACCOMPLISHED WITHIN THE EXISTING DRAIN DITCH LOCATED ALONG THE SOUTH SIDE (128,325 CUBIC FEET) OF THIS SUBDIVISION. THE SOUTH SIDE DRAIN DITCH WILL BE RE-EXCAVATED ALONG THE SOUTH SIDE FOR APPROXIMATELY 775 FEET THAT COVER A PORTION OF THE WIDTH OF THE CENTRAL PART OF THIS SUBDIVISION EAST OF THE SOUTHEAST CORNER OF AURORA VALLEY PHASE 2, WITH A NEWLY EXCAVATED DEPTH STAIR STEPPING DOWN TO THE EXISTING 11-FOOT DEEP DITCH (SEE ATTACHED SECTION ALONG THE SOUTH DITCH). THE SOUTH DITCH RE-EXCAVATION WILL NET 128,325 CUBIC FEET OF DETENTION PROVIDED BY THIS SUBDIVISION. RUNOFF FROM THE PROPOSED STREET AND EXCESS RUNOFF FROM THE LOTS WILL SURFACE FLOW INTO THE PROPOSED STORM DRAINAGE SYSTEM FOR THIS SUBDIVISION. THE NORTH SIDE SYSTEM CONSISTS OF SIX (6) TYPE "A" INLETS WITH TWO (2) STORM MANHOLES AND APPROXIMATELY 286 LINEAR FEET OF 24-INCH STORM PIPE AND 1067 LINEAR FEET OF 18-INCH CONCRETE CULVERTS. THE SOUTH SIDE SYSTEM CONSISTS OF EIGHT (8) TYPE "A" INLETS AND APPROXIMATELY 1155 LINEAR FEET OF 24-INCH STORM PIPE AND 506 LINEAR FEET OF 18-INCH CONCRETE CULVERTS. THE ULTIMATE OUTFALL IS IN THE DONNA LATERAL DRAIN DITCH LOCATED EAST OF THIS DEVELOPMENT. (SEE MAP OF TOPOGRAPHY AND STORM DRAINAGE SYSTEM).

THE FINISHED FLOOR ELEVATION FOR THE PROPOSED BUILDINGS SHALL BE 18 INCHES ABOVE THE FRONT TOP OF CURB, MEASURED FROM THE CENTER OF THE LOT. NATURAL GROUND SHALL BE GRADED IN SUCH MANNER THAT IT WILL ALLOW RUNOFF TO DRAIN AWAY FROM THE BUILDINGS, AS WELL AS AVOID THE CONCENTRATION OF RUNOFF ONTO OTHER LOTS WITHIN THE SUBDIVISION.

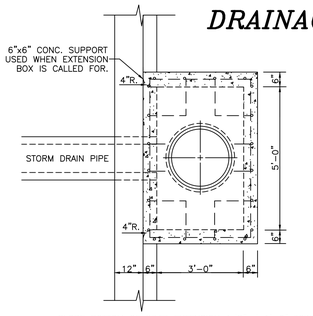
FRED L. KURTH #54151

CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100-YEAR FLOODPLAIN AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0425 C, MAP REVISED NOVEMBER 16 1982, PERTAINING TO THIS SUBDIVISION, IS CONTAINED WITHIN THE SECTION OF DRAIN DITCH (SOUTH SIDE) LOCATED AT THE NORTH SIDE OF THIS SUBDIVISION, AND ALONG THE ROAD DITCHES ON THE EAST SIDE OF DILLON ROAD AND NORTH AND SOUTH SIDES OF CANTON ROAD (MILE 14 1/2 NORTH RD.).

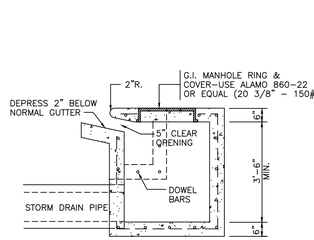
STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

FRED L. KURTH #54151

DRAINAGE DETAILS



SLOPE BOTTOM OF INLET EXTENSION 1/2" / 1'-0" TOWARD INLET EXTENSION TO INLET TO BE MADE IN INCREMENTS OF 3'-0" OR 6'-0" ONLY. TRANSITION NORMAL GUTTER TO INLET SLOPE APPROXIMATELY 3'-0".

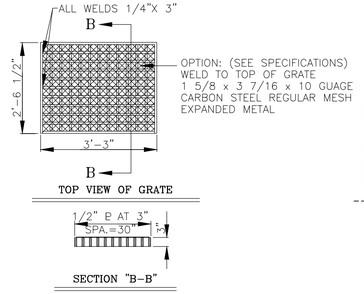


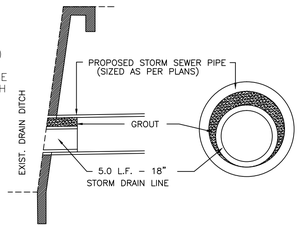
ALL STEEL TO BE No. 4 BARS 12" SPACING IN BOTH DIRECTIONS.

PLAN SECTION

TYPE "A" CURB INLET

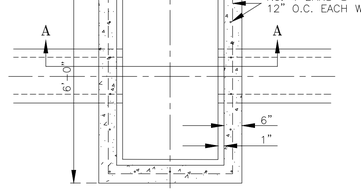
N.T.S.

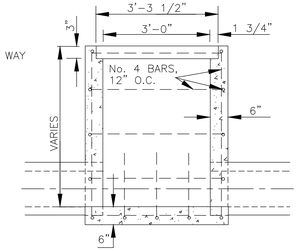




DRAINAGE RESTRICTION DETAIL

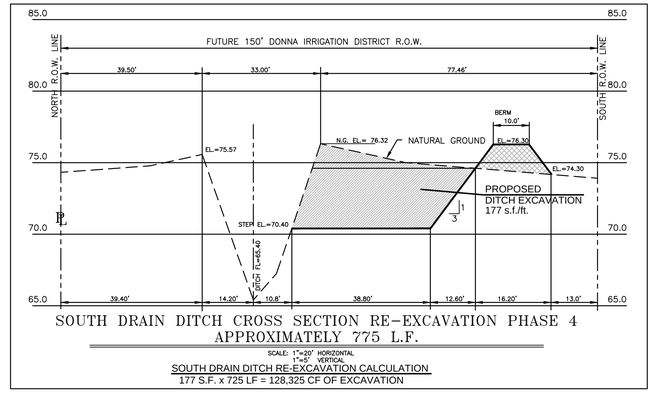
TO BE LOCATED AT EACH DRAINAGE DISCHARGE @ DITCH





TYPE "C-C" GRATED INLET

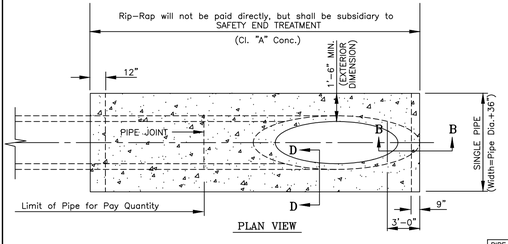
(TWO GRATES PER INLET)

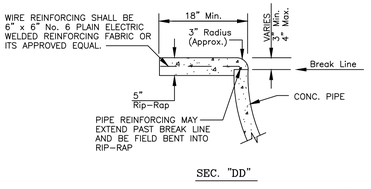


SOUTH DRAIN DITCH CROSS SECTION RE-EXCAVATION PHASE 4 APPROXIMATELY 775 L.F.

SCALE: 1"=20' HORIZONTAL
1"=5' VERTICAL

SOUTH DRAIN DITCH RE-EXCAVATION CALCULATION
177 S.F. x 725 LF = 128,325 CF OF EXCAVATION

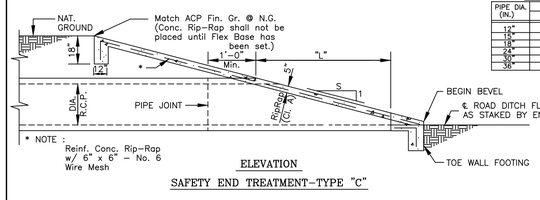




SEC. "DD"

SAFETY END TREATMENT PIPE LENGTHS

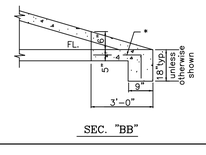
PIPE DIA. (IN.)	3:1	4:1	5:1	6:1
12"	2'-0"	2'-8"	3'-4"	4'-0"
18"	3'-0"	3'-8"	4'-4"	5'-0"
24"	4'-0"	4'-10"	5'-10"	7'-0"
30"	5'-0"	6'-10"	8'-6"	10'-0"
36"	8'-6"	11'-4"	14'-2"	17'-0"



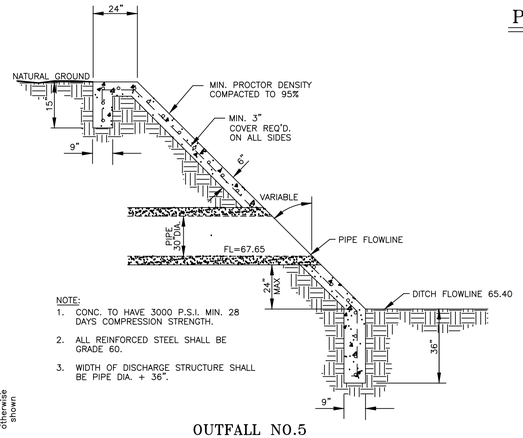
SAFETY END TREATMENT-TYPE "C"

SAFETY END TREATMENT - (Type "C") DETAILS

N.T.S.



SEC. "BB"

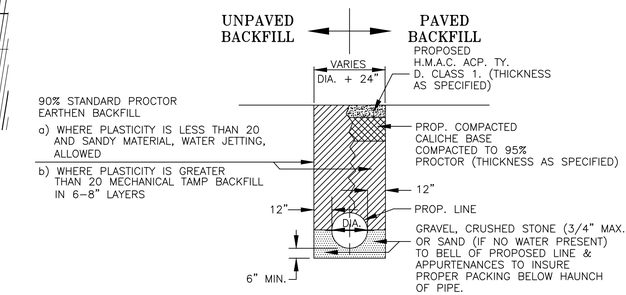


NOTE:
1. CONC. TO HAVE 3000 P.S.I. MIN. 28 DAYS COMPRESSION STRENGTH.
2. ALL REINFORCED STEEL SHALL BE GRADE 60.
3. WIDTH OF DISCHARGE STRUCTURE SHALL BE PIPE DIA. + 36".

OUTFALL NO.5
H.C.D.D.#1 STORM DISCHARGE STRUCTURE

N.T.S.

UNPAVED BACKFILL — PAVED BACKFILL



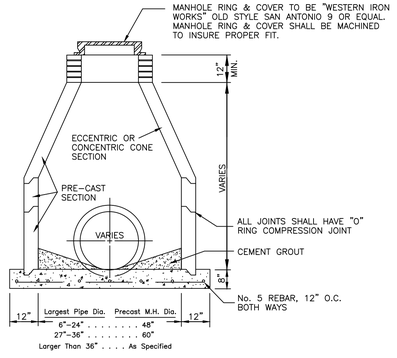
90% STANDARD PROCTOR EARTHEN BACKFILL

a) WHERE PLASTICITY IS LESS THAN 20 AND SANDY MATERIAL, WATER JETTING, ALLOWED

b) WHERE PLASTICITY IS GREATER THAN 20 MECHANICAL TAMP BACKFILL IN 6-8" LAYERS

PIPE BEDDING DETAILS

N.T.S.



STANDARD STORM SEWER PRE-CAST CONCRETE MANHOLE

N.T.S.

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
227 N. F.M. 3167
RIO GRANDE CITY, TX 7858
PH: (956) 487-8256
FAX: (956) 488-8591
www.meldenandhunt.com
TBPE FIRM # F-1435

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 08-25-2014

PROPOSED **TERRY PALMS NO. 2** SUBDIVISION, PRECINCT No. **4**

ENGINEER: **QUINTANILLA, HEADLEY & ASSOC.** DEVELOPER: **KYLE RUPPERT**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **16** ☒ *SINGLE FAMILY ____ ☐ *MULTI-FAMILY **1** ☒ COMMERCIAL ____ ☐ INSTITUTION

LOCATION DESCRIPTION: **Southeast corner of Benito Ramirez Rd. and Terry Rd.**

SUBDIVISION LIES WITHIN THE: ☒ *ETJ of **Edinburg** and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: **04-28-2014** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage will be provided by onsite drainage detention swales.**

DISTANCE TO A DRAIN DITCH: **1 ½ mile South of the development**

ROAD R.O.W. DEDICATION: **10 feet on Terry Rd. and 10 feet on Benito Ramirez Rd.**

H.C.R.O.W. FINAL APPROVED DATE: **08-04-2014**: By **Jesse Ozuna** PCT. 4 R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **07-30-2014** By, **Elizardo "Chardo" Ramos** Environmental Health Division Manager

SEWER SYSTEM:
☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose Angel Gonzalez**
☒ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: **JULY 30, 2014**

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **8"** LOCATION: **West of Terry Rd & South of Benito Ramirez Rd**

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: ***JUNE 30, 2014***

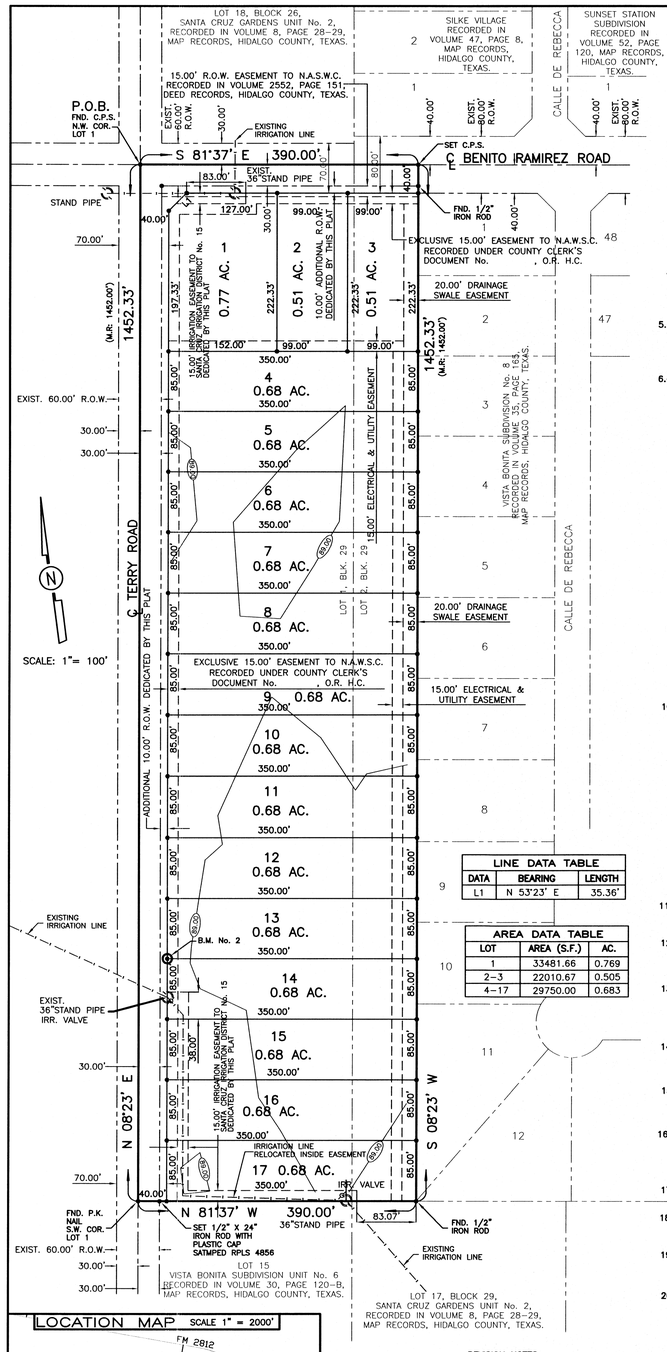
STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of **Edinburg**.*

☒ **Final Approval** *subject to recommendations other departments*

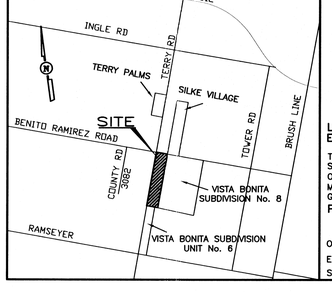
This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.

*



LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 53°23' E	35.36'

AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
1	33481.66	0.769
2-3	22010.67	0.505
4-17	29750.00	0.683



PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X"
AREAS TO DETERMINED TO BE OUTSIDE 500–YEAR FLOODPLAIN.
COMMUNITY–PANEL NUMBER 480334 0325 D
MAP REVISED: JUNE 6, 2000 (MAY 17, 2001 LOMR)

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.– LEGEND ● – DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.

3.– SETBACKS:
FRONT: LOTS 1 – 3.....40.00 FEET
FRONT: LOTS 4 – 15 & 17.....60.00 FEET
FRONT: LOT 16.....112.52 FEET
REAR:.....35.00 FEET
SIDE SETBACK:.....6.00 FEET
GARAGE FRONT:.....18.00 FEET
CORNER SIDE WHERE R.O.W. IS GREATER THAN 50.00 FEET.....20.00 FEET
OR EASEMENT WHICHEVER IS GREATER ON ALL CASES.

4.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCE
NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON LOTS 4 THROUGH 17 THIS MUST BE STIPULATED ON ALL DEED AND CONTRACTS FOR DEEDS. NO COMMERCIAL USE SHALL BE ALLOWED ON LOTS 4 THROUGH 17. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

5.– LOTS 2 AND 3 CAN BE RESIDENTIAL OR COMMERCIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. A BUFFER FENCE IS REQUIRED FOR COMMERCIAL OR MULTIFAMILY LOTS TO BE INSTALLED BY DEVELOPER ALONG ALL ABUTTING RESIDENTIAL LOTS. APPLICATION FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL AREA REQUIRED PRIOR TO OCCUPYING THE LOT.

6.– GENERAL NOTE FOR COMMERCIAL LOTS:
LOT 1 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOT 1 IS FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. A BUFFER FENCE IS REQUIRED TO BE INSTALLED BY DEVELOPER ALONG ALL ABUTTING RESIDENTIAL LOTS. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

7.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTERLINE OF THE PAVEMENT OF TERRY ROAD OR BENITO RAMIREZ OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS.
AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

8.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1–90.42 FND. C.P.S. ON THE INTERSECTION OF CENTERLINE BENITO RAMIREZ ROAD AND CENTERLINE TERRY ROAD. N.A.V.D. 88 DATUM.
B.M. NO. 2 ELEVATION= 89.85 LOCATED ON 1/2" IRON ROD SET IN CONC. W/ DISK ON THE NORTHWEST CORNER OF LOT 14. N.A.V.D. 88 DATUM

9.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 12,247.73 CUBIC –FEET (0.28 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No.3.

10.– ON–SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY.
A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANNALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

11.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

12.– HI STARR INVESTMENTS, LLC
KYLE RUPPERT, MANAGER, THE OWNER & SUBDIVIDER OF TERRY PALMS SUBDIVISION No. 2, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSED OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

13.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

14.– EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

15.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

16.– AN OFF–STREET PARKING LOT SITE PLAN AND GRADING & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL AND INDUSTRIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

17.– ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO SANTA CRUZ IRRIGATION DISTRICT No. 15, AND NO OTHER UTILITIES OR USE IS ALLOWED WITHOUT EXPRESS APPROVAL BY THE DISTRICT.

18.– NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, POLES, OPEN DITCHES OR OTHER USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM THE DISTRICT. (SANTA CRUZ IRRIGATION DISTRICT No. 15)

19.– NO PERMANENT STRUCTURES, (EXAMPLE, FENCES OF ANY CONSTRUCTION WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY THE DISTRICT. ANY UNAUTHORIZED STRUCTURE IN THE EASEMENT AREA IS SUBJECT TO REMOVAL.

20.– ALL LOTS IN TERRY PALMS SUBDIVISION No. 2 ARE HEREBY GRANTED A "DRAINAGE SWALE EASEMENT" WITH RESPECT TO SURFACE WATER RUN–OFF FROM ALL LOTS IN TERRY PALMS SUBDIVISION No. 2 TO THE AREA DEPICTED ON THE SUBDIVISION PLAT AS THE "DRAINAGE SWALE" AREAS. LOT OWNERS OF TERRY PALMS SUBDIVISION No. 2 THEIR ASSIGNS AND ANY SUBSEQUENT OWNER OF THE REAL PROPERTY DESIGNATED ON THE SUBDIVISION PLAT ARE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE SWALES. THE COUNTY OF HIDALGO, TEXAS ("COUNTY"), AND THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 ("DRAINAGE DISTRICT") MAY ENFORCE THIS PLAT NOTE BY INJUNCTION OR ANY OTHER REMEDY PROVIDED BY LAW, AND THE COUNTY AND / OR THE DRAINAGE DISTRICT ARE ALSO ENTITLED TO RECOVER ALL ENFORCEMENT COSTS AND / OR MAINTENANCE COSTS FROM THE LOT OWNERS IN VIOLATION. IN THE EVENT THE DRAINAGE SWALES DEPICTED ON THE SUBDIVISION PLAT ARE NO LONGER NECESSARY FOR DRAINAGE OF THE LOTS COMPRISING TERRY PALMS SUBDIVISION No. 2 BECAUSE OF AN ALTERNATE DRAINAGE SYSTEM, CONSTRUCTED AND MAINTAINED BY A POLITICAL SUBDIVISION IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATION, IS FULLY OPERATIONAL AND ACTUALLY SERVICING ALL THE LOTS IN TERRY PALMS SUBDIVISION No. 2, THE COUNTY AND DRAINAGE DISTRICT ARE HEREBY GRANTED THE RIGHT AND THE AUTHORITY (AND EACH LOT OWNER, BY THE ACCEPTANCE OF A DEED TO LOT IN TERRY PALMS SUBDIVISION No. 2 ACKNOWLEDGES AND AGREES THAT THE COUNTY AND THE DRAINAGE DISTRICT HAS THE RIGHT AND AUTHORITY), TO RELEASE THE DRAINAGE EASEMENT BURDENING THE DRAINAGE SWALES PURSUANT TO THIS PLAT NOTE, BY AND INSTRUMENT IN WRITING RECORDED IN THE OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

21.– DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

22.– 100% OF PARKLAND FEE ($600.00) PER LOT HAS BEEN PAID BY DEVELOPER FOR LOTS 2 THROUGH 17. ($ 9,600.00 TOTAL PAID)

23.– THE PURCHASER OF EACH LOT SHALL BE RESPONSIBLE TO INSTALL DRIVEWAY CULVERT REINFORCED CONCRETE PIPE (RCP) OF NO LESS THAN 15 INCHES IN DIAMETER AND 24 FEET IN LENGTH.

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

TERRY PALMS SUBDIVISION No. 2, IS LOCATED IN NORTH HIDALGO COUNTY ON THE SOUTH SIDE OF BENITO RAMIREZ ROAD AND EAST SIDE OF TERRY ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100), TERRY PALMS SUBDIVISION No. 2 LIES APPROXIMATELY 2.5 MILES FROM THE CITY LIMITS AND IT IS NOT WITHIN THE TWO–MILE EXTRA TERRITORIAL JURISDICTION (ETJ) CITY'S UNDER LOCAL GOVERNMENT CODE § 42.021 AND LIES IN PCT. 4.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	HI STARR INVESTMENTS, LLC KYLE RUPPERT, MANAGER	9805 N. EXPRESSWAY 281	EDINBURG Tx. 78542	(956)383–0868	383–2301
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	381–6480	381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	381–6480	381–0527

SUBDIVISION PLAT OF:

TERRY PALMS SUBDIVISION No. 2

A 13.00 ACRE TRACT OF LAND BEING ALL OF LOT 1 AND THE WEST 3.0 ACRES OF LOT 2, BLOCK 29, SANTA CRUZ GARDENS UNIT No. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGES 28–29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 2500155, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 13.00 ACRE TRACT OF LAND BEING ALL OF LOT 1 AND THE WEST 3.0 ACRES OF LOT 2, BLOCK 29, SANTA CRUZ GARDENS UNIT No.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGES 28 AND 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 2500155, 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 FOUND AT THE INTERSECTION OF THE CENTERLINES OF BENITO RAMIREZ ROAD AND TERRY ROAD FOR THE NORTHWEST CORNER OF LOT 1 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°37' E, ALONG THE NORTH LINE OF LOTS 1 AND 2 AND THE CENTERLINE OF BENITO RAMIREZ ROAD, A DISTANCE OF 390.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE NORTHWEST CORNER OF VISTA BONITA SUBDIVISION No.8 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°23' W, ALONG THE WEST LINE OF VISTA BONITA SUBDIVISION No.8, PASSING A 1/2" IRON ROD FOUND AT 30.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF BENITO RAMIREZ ROAD, A TOTAL DISTANCE OF 1,452.33 FEET (MAP RECORD: 1,452.00 FEET) TO A 1/2" IRON ROD FOUND ON THE SOUTH LINE OF LOT 2 FOR THE SOUTHWEST CORNER OF VISTA BONITA SUBDIVISION No.8 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°37' W, ALONG THE SOUTH LINE OF LOTS 1 AND 2, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 360.00 FEET FOR THE EAST RIGHT OF WAY LINE OF TERRY ROAD, A TOTAL DISTANCE OF 390.00 FEET TO A P.K. NAIL FOUND IN THE CENTERLINE OF TERRY ROAD FOR THE SOUTHWEST CORNER OF LOT 1 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°23' E, ALONG THE WEST LINE OF LOT 1 AND THE CENTERLINE OF TERRY ROAD, A DISTANCE OF 1,452.33 FEET (MAP RECORD: 1,452.00 FEET) TO THE POINT OF BEGINNING AND CONTAINING 13.00 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH SILKE VILLAGE, RECORDED IN VOLUME 47, PAGE 8, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE 25th DAY OF MARCH 20 14.

REGISTERED PROFESSIONAL SURVEYOR
No. 4856 STATE OF TEXAS

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY:

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this 30th day of July 20 14

HI STARR INVESTMENTS, LLC
KYLE RUPPERT, MANAGER
9805 N. EXPRESSWAY 281
EDINBURG, TEXAS 78542

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF TERRY PALMS SUBDIVISION No. 2 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON , 20 .

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, KYLE RUPPERT, MANAGER OF HI STARR INVESTMENTS, LLC. AS OWNER OF OF THE 13.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED TERRY PALMS SUBDIVISION No. 2, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT;
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

7/30/14
DATE

HI STARR INVESTMENTS, LLC
KYLE RUPPERT, MANAGER
9805 N. EXPRESSWAY 281
EDINBURG, TEXAS 78542

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared KYLE RUPPERT, MANAGER OF HI STARR INVESTMENTS, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this 30th day of July , 2014

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2016

LILIA A. QUINTANILLA– NOTARY PUBLIC

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the TERRY PALMS SUBDIVISION No. 2 was reviewed and approved by the Hidalgo County Commissioners Court on , .

Hidalgo County Judge — date

ATTEST:
Hidalgo County Clerk — date

SANTA CRUZ IRRIGATION DISTRICT No. 15

THIS PLAT APPROVED BY SANTA CRUZ IRRIGATION DISTRICT No. 15 ON THIS 4th DAY OF August, 2014 SUBJECT TO THE FOLLOWING: 1) NO BUILDINGS ALLOWED ON TOP OF AN IRRIGATION LINE; 2) FIFTEEN FOOT (15') EASEMENT ON EACH SIDE OF IRRIGATION LINE OR CANAL; 3) ALL LOTS SUBJECT TO RULES, REGULATION, RIGHTS–OF–WAY– AND EASEMENTS OF DISTRICT; AND 4) IF SUBDIVISION IS NOT EXCLUDED FROM DISTRICT AND IRRIGATION TO INDIVIDUAL LOTS IS DESIRED, EASEMENTS FOR NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSEST DISTRICT DELIVERY POINT SHALL BE PROVIDED, WITH THE LOT OWNER BEING RESPONSIBLE TO INSTALL SUCH NECESSARY FACILITIES.

SECRETARY — PRESIDENT

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENCED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

I CERTIFY THAT THE WATER AND SEWER SERVICE FACILITIES FOR LOTS INTENDED FOR RESIDENTIAL PURPOSES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND SEWAGE FACILITIES DESCRIBED ABOVE ARE AS FOLLOWS: WATER FACILITIES: THESE FACILITIES HAVE BEEN CONSTRUCTED AT A TOTAL COST OF $

SEWAGE FACILITIES: OSSF'S ARE ESTIMATED TO COST $ 1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 25,500.00 FOR THE SUBDIVISION.

DATED THIS THE 29th DAY OF JULY 20 14

LICENCED PROFESSIONAL ENGINEER
No. 95534 STATE OF TEXAS

I, THE UNDERSIGNED, MAYOR OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

ATTEST:

MAYOR'S SIGNATURE — DATE — CITY SECRETARY — DATE

PLANNING & ZONING COMMISSION CERTIFICATION

"I, the undersigned, Chairperson of the Planning and Zoning Commission of the City of Edinburg, hereby certify that this subdivision plat known as TERRY PALMS SUBDIVISION No. 2 conforms to all requirements of the Subdivision Regulations of this City wherein my approval is required and has been approved for recording on the day of , 20 ."

CHAIRPERSON–PLANNING & ZONING COMMISSION

INDEX TO SHEETS

SHEET 1.
HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S ACKNOWLEDGMENT:, ADMINISTRATOR'S CERTIFICATE, N.A.W.S.C. CERTIFICATE, HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE: H.C.D.D. No. 1 CERTIFICATION, SANTA CRUZ IRRIGATION DISTRICT No. 15 CERTIFICATION, REVISION NOTES.
SHEET 2
WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND MAP OF TOPOGRAPHY AND DRAINAGE, AND COUNTY CLERK'S RECORDING CERTIFICATE AND ENGINEERING CERTIFICATION, REVISION NOTES.

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: AT AM/PM
INSTRUMENT NUMBER
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: DEPUTY

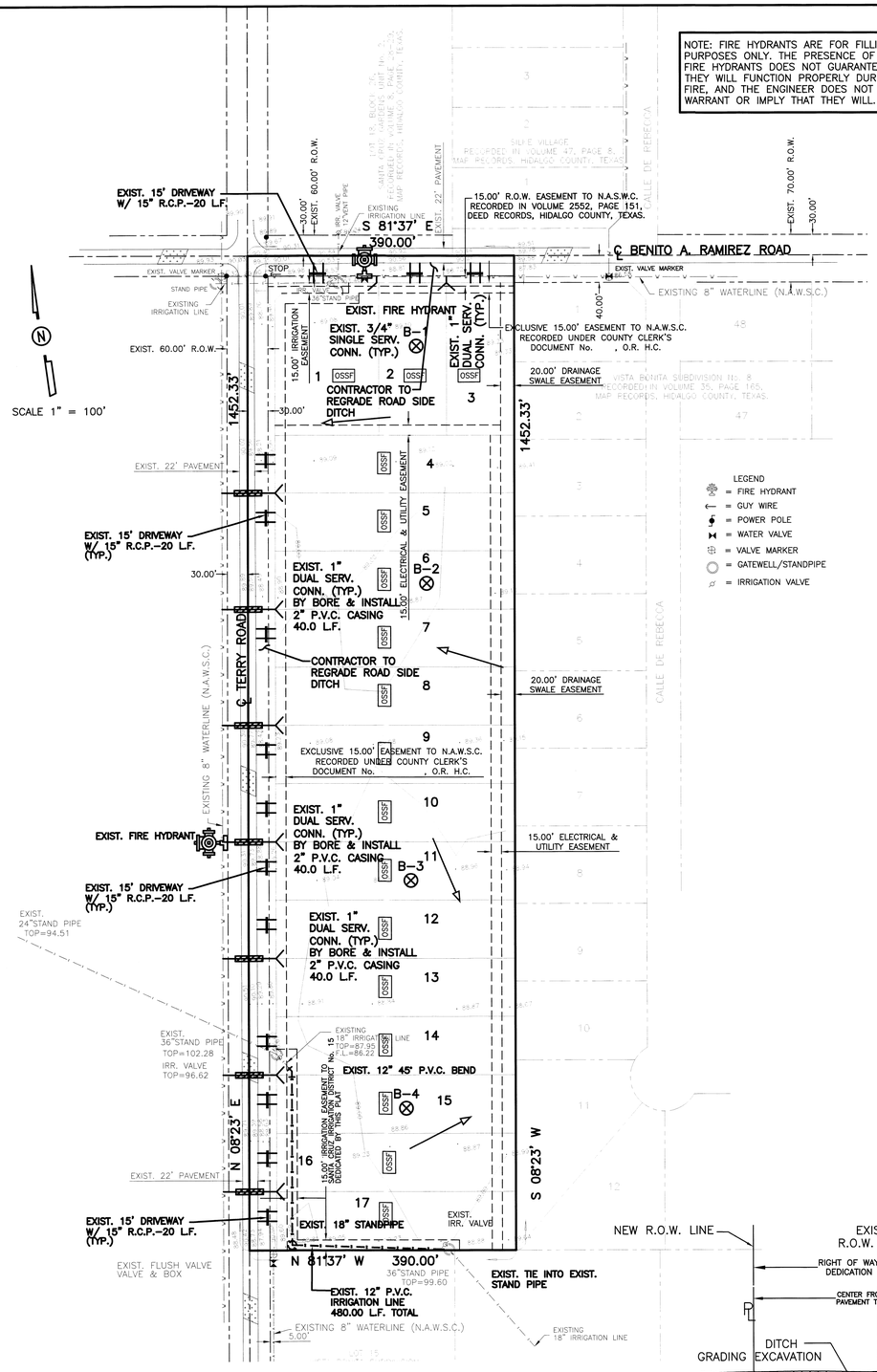
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00
LAND SURVEYORS
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

DATE OF PREPERATION: APRIL 1, 2014

SHEET NO. 1 OF 3 SHEETS

F:\DATA\SUBD.\EDINBURG\TERRY PALMS SUBDIVISION No. 2

DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
APRIL 1, 2014	LG		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY



COST ESTIMATE

WATER DISTRIBUTION: $ 8,850.00
OSSF: $ 22,100.00
DRAINAGE IMPROVEMENTS: $ 7,800.00

B-1
⊗ TEST BORING/POZO DE PRUEBA
SEPTIC TANK/TANQUE SEPTICO (OSSF)

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

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PHONE 956-381-6480
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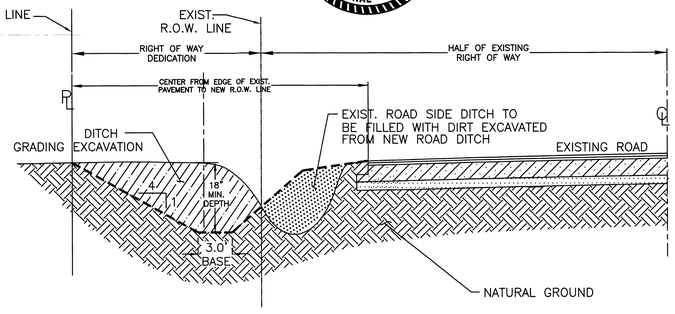


RECONSTUCTION OF ROAD SIDE DITCH

NOT TO SCALE

FINAL ENGINEERING REPORT FOR TERRY PALMS SUBDIVISION No. 2

BY ALFONSO QUINTANILLA, P.E.

WATER SUPPLY: Description, Costs, and Operability date

BY ALFONSO QUINTANILLA, P.E.

TERRY PALMS SUBDIVISION No. 2 IS PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY CORPORATION "N.A.W.S.C.". THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO THE FULL DEVELOPMENT OF THIS SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATERLINE RUNNING ON THE WEST SIDE OF TERRY ROAD AND AN EXISTING 8" WATERLINE RUNNING ON THE SOUTH SIDE OF BENITO A. RAMIREZ ROAD.

FROM THE EXISTING 8" WATERLINE, EIGHT (8) 1" DUAL WATER SERVICES RUN TO LOTS BEFORE SPLITTING INTO TWO (2) 3/4" DIAMETER SINGLE SERVICES THAT RUN TO WATER METERS FOR EACH LOT AND ONE (1) 3/4" SINGLE WATER SERVICE RUNS TO LOT 1.

THE DUAL SERVICES, THE SINGLE SERVICE AND THE METER BOXES HAVE BEEN INSTALLED, AT A TOTAL COST OF $ 8,850.00 OR $ 520.59 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $ 10,100.00 WHICH COVERS THE $ 594.12 COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM INCLUDES THE TOTAL COST OF WATER METER, WATER RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description, Costs, and Operability Date

SEWAGE FROM TERRY PALMS SUBDIVISION No. 2, IS TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS:

EACH LOT IN THE SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE THE UNITED STATES OF AGRICULTURE SOIL CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A FINE SANDY LOAM. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAD FOUR (4) TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS 2, 6, 11 & 15. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA.) THE SOIL REPORT AS PREPARED BY THE SITE EVALUATOR (LICENSE NUMBER OS 12258) INDICATES A UNIFORM SANDY LOAM (WITH TEXTURE CLASS II) EXTENDING MORE THAN 24" BELOW THE BOTTOM OF ANY EXIST. EXCAVATIONS. THE SUBDIVISION DRAINS WELL. THE 10-YEAR FLOODPLAIN BEING CONTAINED WITHIN THE STREET AND THE DRAINAGE EASEMENTS.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $ 1,300.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $22,100.00 THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON JULY 30, 2014.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL THE CONSTRUCTED WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THESE FACILITIES ARE FULLY CONSTRUCTED, AND WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 18,950.00 WHICH EQUALS TO $ 1,114.71 PER LOT.

SEWAGE FACILITIES– OSSF SYSTEM COST $ 1,300.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 22,100.00 FOR THE ENTIRE SUBDIVISION.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — PROFESSIONAL LICENSED ENGINEER

ALFONSO QUINTANILLA P.E. No. 95534 — P.E. — 8-5-14 DATE

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION DE TERRY PALMS SUBDIVISION No. 2:

BY ALFONSO QUINTANILLA, P.E.

PROVISION DE AGUA: Descripcion, Gastos, y Fecha de Incio

LA SUBDIVISION TERRY PALMS SUBDIVISION No. 2, RECIBIRA SU PROVISION DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑIA DE AGUA DE NORTH ALAMO) ("N.A.W.S.C."). EL DUEÑO DE LA SUBDIVISION Y LA COMAÑIA N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 AÑOS. N.A.W.S.C. TENDRA QUE REPRESENTAR DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION. N.A.W.S.C. TIENE UNA LINEA EXISTENTE DE 8 PULGADAS DE DIAMETRO QUE CORRE POR EL LADO OESTE DE TERRY ROAD Y UNA LINEA EXISTENTE DE 8 PULGADAS DE DIAMETRO QUE CORRE POR EL LADO SUR DE LA CALLE BENITO A. RAMIREZ ROAD.

DE LA LINEA EXISTENTE DE 8" PULGADAS DE DIAMETRO PRODUCEN OCHO (8) DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA DOS LOTES. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE 3/4" DE PULGADA DE DIÁMETRO PARA CADA LOTE. HAY UNO (1) CONDUCTOS INDIVIDUALES DE AGUA DE 3/4" DE PULGADA DE DIÁMETRO PARA LOTE 1.

LOS SERVICIOS DOBLES DE 1 PULGADA, EL SERVICIOU INDIVIDUALE DE 3/4 PULGADAS Y CAJAS DE MEDIDOR HAN SIDO INSTALADOS A UN COSTO TOTAL DE US$ 8,850.00 O US$ 520.59 POR LOTE. EL DUEÑO DE LA SUBDIVISION HA TAMBIEN PAGADO US$ 10,100.00 O US$ 594.12 POR LOTE A N.A.W.S.C. PEL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.A.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: Descripcion, Gastos y Fecha de Inicio

EL DRENAJE DE TERRY PALMS SUBDIVISION No 2, TENDRA FOSAS SEPTICAS INDIVIDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORMAL, CON DOBLE COMPARTIMIENTO DE FOSA SEPTICA (OSSF) Y UN CAMPO DE DRENAJE EN CADA SOLAR. EL EVALUADOR (LIC# OS 12258) DE ENSUCIE HA INSPECCIONADO, EVALUADO Y REPORTADO QUE LA UBICACION DE LA SUBDIVISION ES CONVENIENTE PARA FOSAS SEPTICAS (OSSF). EL REPORTE FUE EXAMINADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO.

CADA SOLAR EN LA SUBDIVISION MIDE MEDIO ACRE DE TAMAÑO. EL LIBRO DE SERVICIOS Y CONSERVACION DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA) INDICA UNA MEZCLA DE BARRO ARENOSO. EL EVALUADOR (LIC# OS 12258) CINCO (5) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES 2, 6, 11 & 15.(PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES MUY UNIFORME DENTRO DEL AREA DELIMITADA). EL SUELO ES UNIFORME BARRO ARENOSO (CON TEXTURA CLASE II) EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION POR EL EVALUADOR (LIC# OS 12258). NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS DE FONDO DE LAS EXCAVACIONES.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON US$ 1,300.00 INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SÉPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL. A UN COSTO TOTAL DE US$ 22,100.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACION DE LAS FOSAS SEPTICAS DESDE EL 30 DE JULIO DE 2014.

CERTIFICACION

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA ESTA TOTALMENTE CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL GRAN COSTO TOTAL ES DE US$ 18,950.00 LO CUAL EQUIVALE A US$ 1,114.71 POR LOTE.

DRENAJE: LAS FOSAS SEPTICAS COSTARAN US$ 1,300.00 A UN COSTO TOTAL DE US$ 22,100.00 PARA TODA LA SUBDIVISION.

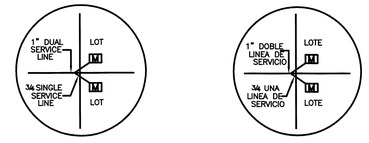
STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — PROFESSIONAL LICENSED ENGINEER

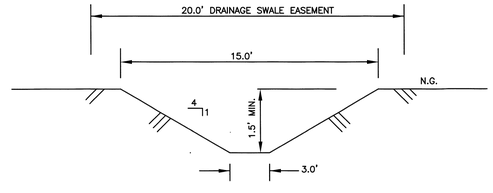
ALFONSO QUINTANILLA P.E. No. 95534 — P.E. — 8-5-14 DATE

FLOW DIRECTION OF WATER

WATER METER BOX — SERVICE LINES

CAJA DE MEDIDOR DE AGUA — LINEAS DE SERVICIOS





DRAINAGE SWALE SECTION

N.T.S

TERRY PALMS SUBDIVISION No. 2

A 13.00 ACRE TRACT OF LAND BEING ALL OF LOT 1 AND THE WEST 3.0 ACRES OF LOT 2, BLOCK 29, SANTA CRUZ GARDENS UNIT No. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGES 28–29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 2500155, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DRAINAGE REPORT FOR: TERRY PALMS SUBDIVISION No. 2

BY: ALFONSO QUINTANILLA, P.E.

Terry Palms Subdivision No.2 is a 13.00 acre tract being all of Lot 1 and the West 3.0 acres of Lot 2, Block 29, Santa Cruz Gardens Unit No. 2, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 8, Pages 28 and 29, map records, hidalgo County, Texas, and according to warranty deed recorded in Volume 1182, Page 628, official records, Hidalgo County, Texas. This subdivision is located at the southeast corner of Terry Road and Benito Ramirez Road. The proposed subdivision consists of 17 lots.

The tract is Zone "X" as per FEMA Flood Insurance Rate Map; Community Panel No. 480334 0325 D, and dated June 6, 2000 with LOMR dated May 17, 2001.

This soil is fine sandy loam and sandy clay loam. This soil is well drained. Permeability is moderate. Plasticity Index has a range of 9–20. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has very minimal runoff on an easterly direction. The existing runoff for the proposed subdivision is Q= 8.19 cubic feet per second based on a 10–year storm. Runoff flows into the road ditch on the west side of Terry Road where it flows southerly into the H.C.D.D. No.1 North Main Drain located south of Davis Road. The road ditch along the east side of Terry Road will be regraded along the subdivision frontage.

After development the runoff will be Q= 21.81 cubic feet per second for an increase of Q= 13.62 cubic feet per second. Detention will be 12,247.73 cubic feet (0.28 acre feet). A grading and detention plan shall be submitted to the Planning Department for Lots 1 and 2 if use is for commercial purposes at time of building permit. The remaining detention for Lots 3 thru 17 will be accomplished by a 20.0 foot drainage swale at the rear of the lots.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE FLOODPLAIN FOR ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOOD PLAIN) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0325 D, DATED ON JUNE 6, 2000 (REVISED MAY 17, 2001 TO REFLECT LOMR) IS CONTAINED WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — PROFESSIONAL LICENSED ENGINEER

ALFONSO QUINTANILLA P.E. No. 95534 — P.E. — 8-5-14 DATE

SUBDIVIDER CERTIFICATION

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

HI STARR INVESTMENTS, L.L.C.
KYLE RUPPERT, MANAGER

1.– I (WE), _____ SUBDIVIDERS OF **TERRY PALMS SUBDIVISION No. 2** HEREBY CERTIFY SEWER PERMITS, AS APPLICABLE, HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

8-5-14
DATE

HI STARR INVESTMENTS, LLC
KYLE RUPPERT, MANAGER
9805 N. EXPRESSWAY 281
EDINBURG, TEXAS 78542

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared **HI STARR INVESTMENTS, L.L.C. KYLE RUPPERT, MANAGER** proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that she executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this 5th day of August, 2014.

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2016.

LILIA A. QUINTANILLA– NOTARY PUBLIC

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

SHEET NO. 2 OF 2 SHEETS	FILENAME : F:\DATA\SUBD\EDINBURG\TERRY PALMS No. 2\WATER			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	6-5-14	M. GONZALEZ		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 08-25-2014

PROPOSED **THE ESTATES OF SANTA CRUZ NO. 3** SUBDIVISION, PRECINCT No. **4** .

ENGINEER FIRM: **QUINTANILLA, HEADLEY & ASSOCIATES** DEVELOPER: **RICHARD W. RUPPERT**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐

NUMBER OF LOTS: **4** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **Northwest corner of Mile 22 ½ North Road & Cibolo Drive**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* **Edinburg** *and will be approved administratively by said City.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **03-07-14** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Detention will be accomplished in an existing detention swale on the North side of Lot 4 and the re-grading of Cibolo Drive & Mile 22 ½ North Road side ditch**

ROAD R.O.W. DEDICATION: **No dedication is required. Cibolo Rd & Mile 22 ½ comply with H. C. Thoroughfare Plan.**

H.C.R.O.W. FINAL APPROVAL DATE: **08-04-14** By, **Jesse Ozuna** Pct 4 R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **07-30-14** By, **Elizardo Ramos, Environmental Health Division Manager**

☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Jose A. Gonzalez**

SEWER SYSTEM: ☒OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: **JULY 30, 2014**

WATER SERVICE PROVIDER: **North Alamo Water Supply Corp.** LINE SIZE: **8"** LOCATION: **Cibolo Drive**

H.C.O.E.C. FINAL APPROVAL DATE: **08-14-14** : By **Martin Ramirez, Environmental Compliance Coordinator**

☒**SMALL CONSTRUCTION**

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: ***DECEMBER 20, 2013***

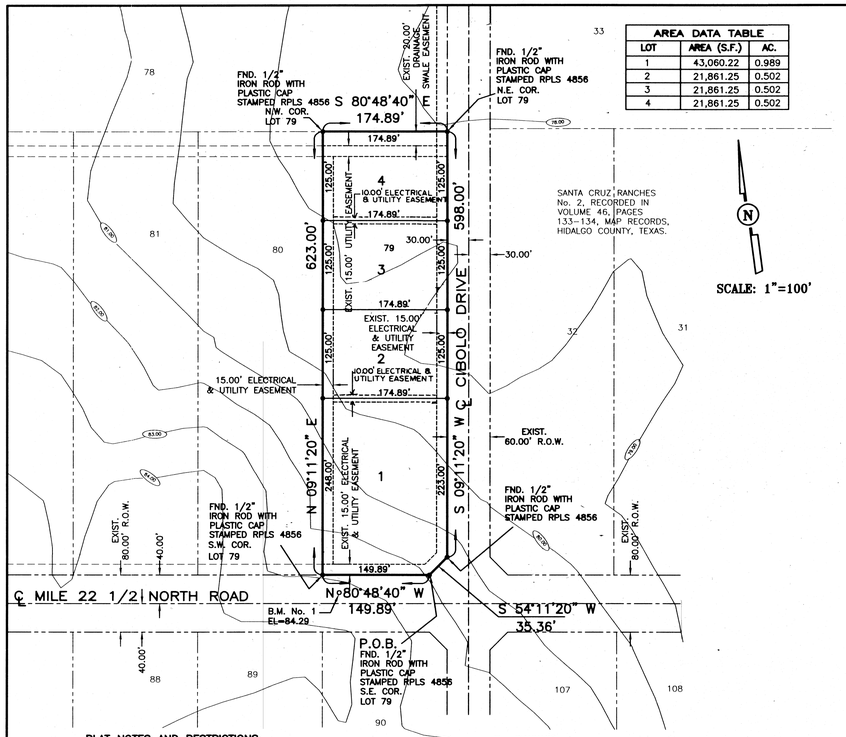
STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments and the approval from the* ***City of Edinburg***

☒ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
1	43,060.22	0.989
2	21,861.25	0.502
3	21,861.25	0.502
4	21,861.25	0.502

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE " X "
AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOODPLAIN.
COMMUNITY–PANEL No. 480334 0325 D
EFFECTIVE DATE: MAY 17, 2001

2.– LEGEND ● – DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.

3.– SETBACKS:

FRONT – CIBOLO ROAD	30.00 FEET
FRONT – MILE 22 1/2 NORTH ROAD	40.00 FEET
REAR	15.00 FEET
SIDE	6.00 FEET
CORNER SIDE	15.00 FEET

OR EASEMENT WHICHEVER IS GREATER IN ALL CASES

4.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

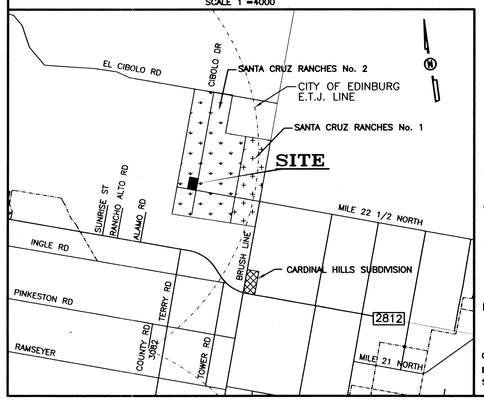
5.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTERLINE OF ROAD OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

6.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.

B.M. No.1: ELEV.=84.29 C.P.S. SET IN POWER POLE LOCATED 24.8' SOUTH AND 23.5' EAST FROM THE SOUTHWEST CORNER OF THE PROPOSED THE ESTATES AT SANTA CRUZ RANCHES No. 3. N.A.V.D. 88 DATUM.

LOCATION MAP

SCALE 1"=4000'



7.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 4.17±AC. CUBIC –FEET (0.05 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No. 2

8.– DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALE OR UTILITY EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

9.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE EASEMENT.

10.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

11.– ON–SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY A SEPARATED DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPT MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

12.– SANTA CRUZ PROPERTIES, LTD. BY: RICHARD W. RUPPERT, PRESIDENT THE OWNER & SUBDIVIDER OF THE ESTATES AT SANTA CRUZ RANCHES No. 3 RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSED OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

13.– EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

14.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

15.– AN OFF–STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

THE ESTATES AT SANTA CRUZ RANCHES No. 3, IS LOCATED IN NORTH HIDALGO COUNTY ON THE NORTHWEST CORNER OF CIBOLO DRIVE AND MILE 22 ½ ROAD INTERSECTION. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 77,100). THE ESTATES AT SANTA CRUZ RANCHES No. 3 LIES APPROXIMATELY 1.60 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE TWO–MILE EXTRA TERRITORIAL JURISDICTION (ETJ) CITY'S UNDER LOCAL GOVERNMENT CODE § 42.021 AND LIES IN PCT. 4.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNERS:	SANTA CRUZ PROPERTIES, LTD. BY: RICHARD W. RUPPERT, PRESIDENT	P.O. BOX 959	EDINBURG TX., 78540	(956)383–0868	(956)383–2301
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381–6480	(956)381–0527

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the piplene installed.

In the event the easement hereby granted abuts on a public rood and the city, county or state hereafter widens or relocates the public rood so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this 5th day of August 2014.

SANTA CRUZ PROPERTIES, LTD.
BY: RICHARD W. RUPPERT, PRESIDENT
P.O. BOX 959
EDINBURG, TEXAS 78540

INDEX OF SHEETS

SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEER'S AND SURVEYOR'S CERTIFICATION: PLAT NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, ATTESTATION: AND HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER CERTIFICATION; COUNTY CLERK'S RECORDING CERTIFICATE: COUNTY JUDGE CERTIFICATION: H.C.D.D. No. 1 CERTIFICATION: N.A.W.S.C. CERTIFICATE, REVISION NOTES.

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION): SUBDIVIDER CERTIFICATE AND STATEMENT COUNTY CLERK'S RECORDING CERTIFICATE, REVISION NOTES
DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND MAP OF TOPOGRAPHY AND DRAINAGE,

16.– PROPERTY OWNERS OF ANY LOT WITH A GAS LINE PIPELINE EASEMENT SHALL CONTACT THE FOLLOWING GAS COMPANIES BEFORE THE START OF ANY CONSTRUCTION:
1.– TEXAS GAS SERVICE PHONE: 1–800–344–8377
2.– VERNON FOULCONER, INC. PHONE: 1–337–332–1726

17.– THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOW ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.

18.– FIRE HYDRANTS ARE FOR FILLING PURPOSES ONLY. THE PRESENCE OF THE FIRE HYDRANTS DOES NOT GUARANTEE THAT THEY WILL FUNCTION PROPERLY DURING A FIRE, AND THE ENGINEER DOES NOT WARRANT OR IMPLY THAT THEY WILL.

19.– 100% OF PARKLAND FEE ($600.00/PER LOT) HAS BEEN PAID BY DEVELOPER.

20.– ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

21.– A FIVE (5.0') FOOT SIDEWALK WITH ADA RAMPS IS REQUIRED ALONG MILE 22 1/2 NORTH ROAD AND CIBOLO NORTH ROAD BY LOT OWNER DURING BUILDING PERMIT STAGE

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

MINOR SUBDIVISION PLAT OF:

THE ESTATES AT SANTA CRUZ RANCHES No. 3

A 2.494 ACRE TRACT OF LAND BEING ALL OF LOT 79, SANTA CRUZ RANCHES No.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 46, PAGES 133–134, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER , OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 2.494 ACRE TRACT OF LAND BEING ALL OF LOT 79, SANTA CRUZ RANCHES No.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 46, PAGES 133–134, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER , 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 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF MILE 22 1/2 NORTH ROAD AND THE WEST RIGHT OF WAY LINE OF CIBOLO DRIVE FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF LOT 79 AND THE MOST SOUTHERLY SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 80°48'40" W, ALONG THE SOUTH LINE OF LOT 79 AND THE NORTH RIGHT OF WAY LINE OF MILE 22 1/2 NORTH ROAD, A DISTANCE OF 149.89 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE SOUTHWEST CORNER OF LOT 79 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°11'20" E, ALONG THE WEST LINE OF LOT 79, A DISTANCE OF 623.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE NORTHWEST CORNER OF LOT 79 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 80°48'40" E, ALONG THE NORTH LINE OF LOT 79, A DISTANCE OF 174.89 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND ON THE WEST RIGHT OF WAY LINE OF CIBOLO DRIVE FOR THE NORTHEAST CORNER OF LOT 79 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 09°11'20" W, ALONG THE EAST LINE OF LOT 79 AND THE WEST RIGHT OF WAY LINE OF CIBOLO DRIVE, A DISTANCE OF 598.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE MOST EASTERLY SOUTHEAST CORNER OF LOT 79 AND THE MOST EASTERLY SOUTHEAST CORNER OF THIS TRACT.

THENCE; S 54°11'20" W, ALONG THE EAST LINE OF LOT 79 AND THE WEST RIGHT OF WAY LINE OF CIBOLO DRIVE, A DISTANCE OF 35.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.494 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH SANTA CRUZ RANCHES No.2, RECORDED IN VOLUME 40, PAGES 133–134, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE 28th DAY OF FEBRUARY 20 14.

REGISTERED PROFESSIONAL SURVEYOR
No. 4856 STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENCED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

I CERTIFY THAT THE WATER AND SEWER SERVICE FACILITIES FOR LOTS INTENDED FOR RESIDENTIAL PURPOSES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND SEWAGE FACILITIES DESCRIBED ABOVE ARE AS FOLLOWS: WATER FACILITIES: THESE FACILITIES WILL BE CONSTRUCTED AT A TOTAL COST OF $

SEWAGE FACILITIES: OSSF'S ARE ESTIMATED TO COST $ 1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $ 4,500.00 FOR THE SUBDIVISION.

DATED THIS THE 4TH DAY OF AUGUST 20 14

LICENCED PROFESSIONAL ENGINEER
No. 95534 STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, RICHARD RUPPERT, AS OWNER OF OF THE 2.494 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED THE ESTATES AT SANTA CRUZ RANCHES No. 3, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

SANTA CRUZ PROPERTIES, LTD.
BY: RICHARD W. RUPPERT, PRESIDENT
P.O. BOX 959
EDINBURG, TEXAS 78540

8-5-14
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared RICHARD W. RUPPERT, PRESIDENT OF SANTA CRUZ PROPERTIES, LTD, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this 5th day of August, 2014

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2016

LILIA A. QUINTANILLA– NOTARY PUBLIC

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the THE ESTATES AT SANTA CRUZ RANCHES No. 3 was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

Hidalgo County Judge — Date

ATTEST: Hidalgo County Clerk — Date

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c), THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
BY: _____

I, THE UNDERSIGNED, MAYOR OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

ATTEST:

MAYOR'S SIGNATURE — DATE — CITY SECRETARY — DATE

PLANNING & ZONING
COMMISSION CERTIFICATION

"I, the undersigned, Chairperson of the Planning and Zoning Commission of the City of Edinburg, hereby certify that this subdivision plat known as THE ESTATES AT SANTA CRUZ RANCHES No. 3 conforms to all requirements of the Subdivision Regulations of this City wherein my approval is required and has been approved for recording on the _____ day of _____, 20___."

CHAIRPERSON–PLANNING & ZONING COMMISSION

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE ESTATES AT SANTA CRUZ RANCHES No. 3 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 20___.

ENVIRONMENTAL HEALTH DIVISION MANAGER — DATE

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

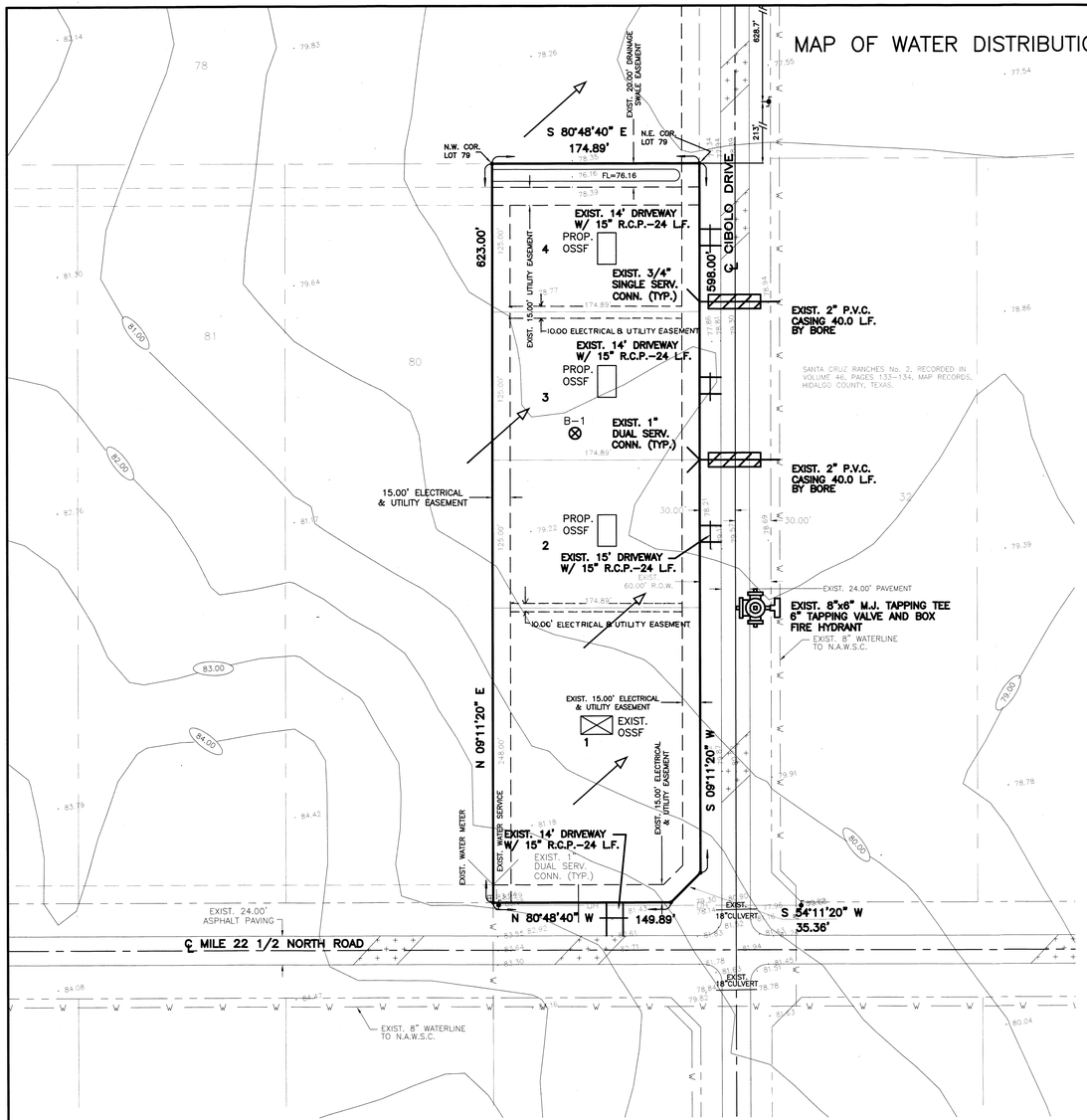
ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
RECORDED IN VOLUME _____ PAGE _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00
LAND SURVEYORS
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 1 OF 2 SHEETS	FILENAME : F:\DATA\SUBD.\HGO.CO.\THE ESTATES AT SANTA CRUZ RANCHES No. 3\PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	FEB. 28, 2014	LG		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

MAP OF WATER DISTRIBUTION SYSTEM/ MAP DE DISTRIBUCION DE AGUA



SCALE: 1"=60'

NOTE: FIRE HYDRANTS ARE FOR FILLING PURPOSES ONLY. THE PRESENCE OF THE FIRE HYDRANTS DOES NOT GUARANTEE THAT THEY WILL FUNCTION PROPERLY DURING A FIRE, AND THE ENGINEER DOES NOT WARRANT OR IMPLY THAT THEY WILL.

DRAINAGE REPORT
FOR
THE ESTATES AT SANTA CRUZ RANCHES No.3

The Estates at Santa Cruz Ranches No.3 is a 2.494 acre tract being all of Lot 79 Santa Cruz Ranches No. 2, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 46, Pages 133 and 134, map records, Hidalgo County, Texas, and according to warranty deed recorded under County Clerk's Document Number , official records, Hidalgo County, Texas. This subdivision is located at the northwest corner of Mile 22 1/2 North Road and Cibolo Drive. The proposed subdivision consists of 4 residential lots.

The tract is Zone "X" as per FEMA Flood Insurance Rate Map; Community Panel No. 480334 0325 D, and dated June 6, 2000 with LOMR dated May 17, 2001.

This soil is fine sandy loam and sandy clay loam. This soil is well drained. Permeability is moderate. Plasticity Index has a range of 9-20. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has very minimal runoff in a northeasterly direction. The existing runoff for the proposed subdivision is Q= 1.76 cubic feet per second based on a 10-year storm. Runoff flows into the road ditch on the west side of Cibolo Drive where it flows northerly.

After development the runoff will be Q= 4.55 cubic feet per second for an increase of Q= 2.79 cubic feet per second. Detention will be 2,174.06 cubic feet (0.06 acre feet) and will be accomplished in an existing drainage swale on the north side of the subdivision.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100-YEAR FLOODPLAIN FOR ZONE "X" AS DESCRIBED IN COMMUNITY PANEL NUMBER 480344 0325 D (JUNE 6, 2000) LOMR MAY 17, 2001, IS CONTAINED WITHIN THE RIGHT-OF-WAY OF STREET AND WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E. 8-5-14
ALFONSO QUINTANILLA — DATE
P.E. No. 95534

THE ESTATES AT SANTA CRUZ RANCHES No. 3

A 2.494 ACRE TRACT OF LAND BEING ALL OF LOT 79, SANTA CRUZ RANCHES No.2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 46, PAGES 133-134, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER , OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

FINAL ENGINEERING REPORT FOR
THE ESTATES AT SANTA CRUZ RANCHES No. 3

BY: ALFONSO QUINTANILLA, P.E.

WATER SUPPLY: Description and Costs

THE ESTATES AT SANTA CRUZ RANCHES No. 3 WILL PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY COMPANY (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISHED THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATERLINE RUNNING ALONG THE SOUTH SIDE OF MILE 22 ½ NORTH ROAD AND AN EXISTING 8" DIAMETER WATERLINE RUNNING ALONG THE EAST SIDE OF CIBOLO DRIVE.

THE WATER SYSTEM FOR THE ESTATES AT SANTA CRUZ RANCHES No. 3 CONSISTS OF ONE (1) 1" DUAL WATER SERVICES RUN TO LOTS 2 AND 3 BEFORE SPLITTING INTO TWO (2) 1" DIAMETER SINGLE SERVICES AND ONE (1) 3/4" DIAMETER SINGLE SERVICES GOING TO THE METER BOXES FOR LOT 4. LOT 1 IS SERVICED BY AN EXISTING 1" DUAL SERVICE LOCATED ON THE SOUTHWEST CORNER OF THE SUBDIVISION. IT WAS INSTALLED DURING THE CONSTRUCTION OF SANTA CRUZ RANCHES No. 2 (RECORDED IN VOLUME 46, PAGES 133 – 134)

THE 1" DIAMETER DUAL SERVICE LINES, 3/4" DIAMETER SINGLE SERVICE AND THE METER BOXES HAVE BEEN INSTALLED AT A TOTAL COST OF $ 7,350.00 OR $ 2,450.00 PER LOT. THE SUBDIVIDER IN ADDITION HAD PAID TO N.A.W.S.C. THE SUM OF $ 4,600.00 WHICH COVERS THE $ 1,533.33 COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE ENTIRE WATER FACILITIES WILL BE APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description and Costs.

SEWAGE FROM THE ESTATES AT SANTA CRUZ RANCHES No. 3 IS TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD ON EACH LOT. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS:

EACH LOT IN THE EXIST SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE UNITED STATES DEPARTMENT OF AGRICULTURE, SOIL SURVEY BOOK OF HIDALGO COUNTY, TEXAS INDICATED A SANDY CLAY LOAM. ONE (1) TEST BORINGS WAS MADE AT THE CENTER OF LOT3 3 (ADDITIONAL TEST BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA). THE SOIL IS A UNIFORM SANDY CLAY LOAM EXTENDING MORE THAN 24 INCHES BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUND WATER OR A RESTRICTIVE LAYER WITHIN 24 INCHES OF THE BOTTOM OF THE PROPOSED EXCAVATIONS.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $ 1,300.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. LOT 1 IS SERVICED BY AN EXISTING OSSF LOCATED ON THE LOT. IT WAS INSTALLED DURING THE CONSTRUCTION OF SANTA CRUZ RANCHES No. 2 (RECORDED IN VOLUME 46, PAGES 133 – 134). OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $ 3,900.00. IT IS THE RESPONSIBILITY OF THE LOT OWNER TO CONNECT HIS OR HER RESIDENCE TO THE OSSF FACILITY LOCATED ON HIS OR HER LOT. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON JULY 30, 2014.

CERTIFICATION:

FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL UNCONSTRUCTED WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS BOXES, COST A TOTAL OF $ 11,950.00 WHICH EQUALES TO $ 3,983.33 PER LOT. LOT 1 IS SERVICED BY AN EXISTING WATER METER.

SEWAGE FACILITIES– SEPTIC SYSTEMS ARE ESTIMATED TO COST $ 1,300.00 PER LOT (ALL INCLUDED), FOR A TOTAL OF $ 3,900.00 FOR THE SUBDIVISION, INCLUDING THE INSPECTION AND PERMIT FEE FOR EACH OSSF. LOT 1 IS SERVICED BY AN EXISTING OSSF.

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E. 8-5-14
ALFONSO QUINTANILLA — DATE
P.E. No. 95534

REPORTE FINAL DE INGENIERIA PARA
THE ESTATES AT SANTA CRUZ RANCHES No. 3

POR: ALFONSO QUINTANILLA, P.E.

PROVISION DE AGUA: Descripcion y Costos.

LA SUBDIVISION THE ESTATES AT SANTA CRUZ RANCHES No. 3 ES PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA NORTH ALAMO WATER SUPPLY COMPANY. (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISION Y N.A.W.S.C. SE HA COMPROMETIDO A PROVEER DE AGUA SUFICIENTE A LA SUBDIVISION POR UN PERIODO DE 30 AÑOS. N.A.W.S.C. HA PRESENTADO LA DOCUMENTACION DEMOSTRANDO LA DISPONIBILIDAD DE CANTIDAD Y CALIDAD DE AGUA A LARGO PLAZO QUE SERVIRA PARA EL FUTURO DESARROLLO DE LA SUBDIVISION. N.A.W.S.C. CUENTA CON UNA LINEA DE AGUA DE 8" DE DIAMETRO QUE CORRE POR EL SUR DE MILE 22 ½ ROAD Y UNA LINEA DE AGUA DE 8" DE DIAMETRO QUE CORRE POR EL LADO ESTE DE CALLE CIBOLO DRIVE.

EL SISTEMA DE AGUA PARA LA SUBDIVISION THE ESTATES AT SANTA CRUZ RANCHES CONSISTE DE UNA (1) DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO PARA LOTES 2 Y 3. Y UNA (1) CONDUCTOS INDIVIDUALES DE AGUA DE 3/4" DE PULGADA DE DIÁMETRO PARA LOTE 4. LOTE 1 ESTA SERVIDO CON UNA EXISTENTE SEVCIO DOBLE DE 1" DE DEAMETRO. FUE CONSTRUIDO DURANTE DE SANTA CRUZ RANCHES No. 2 (REGISTRADO EN VOL. 46 PAGINAS 133 -134).

LAS LINEAS DE SERVICIO DOBLE DE 1 PULGADA DE DIAMETRO Y LAS CAJAS DE LOS MEDIDORES DE AGUA SERAN INSTALADOS A UN COSTO TOTAL DE US$ 7,350.00 O US$ 2,450.00 POR LOTE. EL DUEÑO DE LA SUBDIVISION A PAGADO ADICIONALMENTE A N.A.W.S.C. LA CANTIDAD DE US$ 4,600.00, EL CUAL CUBRE EL COSTO DE US$ 1,533.33 POR LOTE. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.A.W.S.C. LO INSTALARA SIN ALGÓN GASTO AL DUEÑO. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: Descripcion y Costos.

EL DRENAJE DE LA SUBDIVISION THE ESTATES AT SANTA CRUZ RANCHES No. 3 TIENE FOSAS SEPTICAS INDIVIDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORMAL CON DOBLE COMPARTIMIENTO DE FOSA SEPTICA Y UN CAMPO DE DRENAJE EN CADA SOLAR. EL INGENIERO HA INSPECCIONADO, EVALUADO, Y REPORTADO QUE LA UBICACION DE LA SUBDIVISION ES CONVENIENTE PARA FOSAS SEPTICAS. EL REPORTE FUE EXAMINADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO.

CADA SOLAR EN LA SUBDIVISION QUE SE PROPONE DEBE SER, AL MENOS DE ½ ACRE DE TAMAÑO. EL LIBRO DE SERVICIOS Y CONSERVACIONES DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA) INDICA UNA MEZCLA DE BARRO ARENOSO. SE REALIZARON UNO (1) PRUEBAS CON ACUERDOS EN AREAS DISTINTAS DE LA SUBDIVISION EN LOS LOTE 3, (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES UNIFORME EN EL AREA DELIMITADA.) EL SUELO ES UNIFORME, DE BARRO ARENOSO, EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION. NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS DE FONDO DE LAS EXCAVACIONES.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON US$ 1,300.00, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. UNO (1) OSSF SE TRASLADÓ EN LOTE X A UN COSTO DE $ 3,900.00. LOTE 1 ESTA SERVIDO CON UNA EXISTENTE FOSA SEPTICA. FUE CONSTRUIDO DURANTE DE SANTA CRUZ RANCHES No. 2 (REGISTRADO EN VOL. 46 PAGINAS 133 -134). EN ESTOS MOMENTOS TODAS LAS FOSA SÉPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACION FINAL. A UN COSTO TOTAL DE US$ 3,900.00 O US$ 1,300.00 POR LOTE . ES RESPONSABILIDAD DEL DUEÑO DEL SOLAR QUE CONECTE SU RESIDENCIA A LA FOSA SEPTICA (OSSF) QUE SE ENCUENTRA LOCALIZADA EN SU SOLAR. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DE LAS FOSAS SÉPTICAS DESDE JULY 30, 2014.

CERTIFICACION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS).

CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA DE AGUA POTABLE SERAN INSTALLADO COMPLETAMENTE INCLUYENDO LA INSTALACION DE LOS CAJAS DE MEDIDORES DE AGUA, A UN COSTO TOTAL DE $ 11,950.00 LO CUAL EQUIVALE A $ 3,983.33 POR LOTE. LOTE 1 ESTA SERVIDO CON UNA EXISTENTE SEVICIO

DRENAJE: SE ESTIMA QUE LAS FOSAS SEPTICAS (OSSF) COSTARAN US$ 1,300.00 POR LOTE (TODO INCLUSO) A UN COSTO TOTAL DE US$ 3,900.00 PARA TODA LA SUBDIVISION, INCLUYENDO EL COSTO DE LA INSPECCION Y EL COSTO DEL PERMISO DE CADA FOSA SEPTICA (OSSF). LOTE 1 ESTA SERVIDO CON UNA EXISTENTE FOSA SEPTICA.

SUBDIVIDER CERTIFICATION

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.– I (WE), , RICHARD W. RUPPERT, PRESIDENT OF SANTA CRUZ PROPERTIES, LTD SUBDIVIDERS OF THE ESTATES AT SANTA CRUZ RANCHES No. 3 HEREBY CERTIFY SEWER FEES, AS APPLICABLE, HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

SANTA CRUZ PROPERTIES, LTD.
BY: RICHARD W. RUPPERT, PRESIDENT
P.O. BOX 959
EDINBURG, TEXAS 78540

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared RICHARD W. RUPPERT, PRESIDENT OF SANTA CRUZ PROPERTIES, LTD, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this 5th day of August, 2014.

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2016

LILIA A. QUINTANILLA– NOTARY PUBLIC

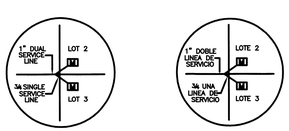
COST ESTIMATE

WATER DISTRIBUTION:	$ 7,350.00
SEPTIC TANKS (OSSF):	$ 3,900.00

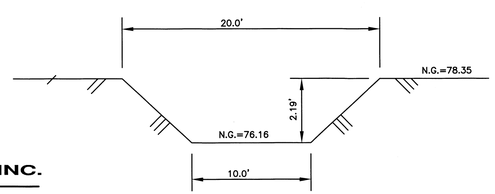
B–1 ⊗ TEST BORINGS
▭ SEPTIC TANK (OSSF)
⊠ EXIST. SEPTIC TANK (OSSF)

[W] WATER METER BOX
—8" WATER SUPPLY LINE
—SERVICE LINES

[W] CAJA DE MEDIDOR DE AGUA
—8" LINEA DE AGUA
—LINEAS DE SERVICIOS



FLOW DIRECTION OF WATER



DRAINAGE SWALE SECTION
N.T.S

STATE OF TEXAS — ALFONSO QUINTANILLA — 95534 — LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E. 8-5-14
ALFONSO QUINTANILLA — FECHA
P.E. No. 95534

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

THE COUNTY OF HIDALGO — TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
RECORDED IN VOLUME _____ PAGE _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS • LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

SHEET NO.	FILENAME: F:\DATA\SUBD.\HOO.00.\THE ESTATES AT SANTA CRUZ RANCHES3\BPLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
2 OF 2	2-28-2014	LG		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 08-25-2014

PROPOSED **VILLA SALAZAR** SUBDIVISION, PRECINCT No. **4** .

ENGINEER: **R.E. GARCIA & ASSOC.** DEVELOPER: **ALICIA WELLS/ ESTELLA RODRIGUEZ**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: ☐ *SINGLE FAMILY ☐ *MULTI-FAMILY **3** ☒ COMMERCIAL ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **South of SH 107 approximately 500 feet West of Sharp Rd.**

SUBDIVISION LIES WITHIN THE: ☒ *5 Mile ETJ of* **Edinburg** *AND AFTER FURTHER REVIEW, THE PROPOSED SUBDIVISION IS NOT REQUESTING UTILITY SERVICES FROM THE CITY THEREFORE NO REVIEW OR APPROVAL FROM THE CITY IS REQUIRED.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **03-27-14** PROPERTY LIES WITHIN FLOOD ZONE: **"X SHADED"** AS PER FEMA.

DRAINAGE DESIGN: **Detention will be provided by depressed area of the lot.**

ROAD R.O.W. DEDICATION: **No additional Right of Way dedication is required for SH 107**

H.C.R.O.W. FINAL APPROVAL DATE: **08-14-14** : By, **Jesse Ozuna** PCT 4 R.O.W. AGENT

H.C.H.D FINAL APPROVAL DATE: **08-15-14** by: **Elizardo "Chardo" Ramos,** Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **R.E. Garcia**
☒ OSSF WILL BE INSTALLED AT BUILDING PERMIT STAGE

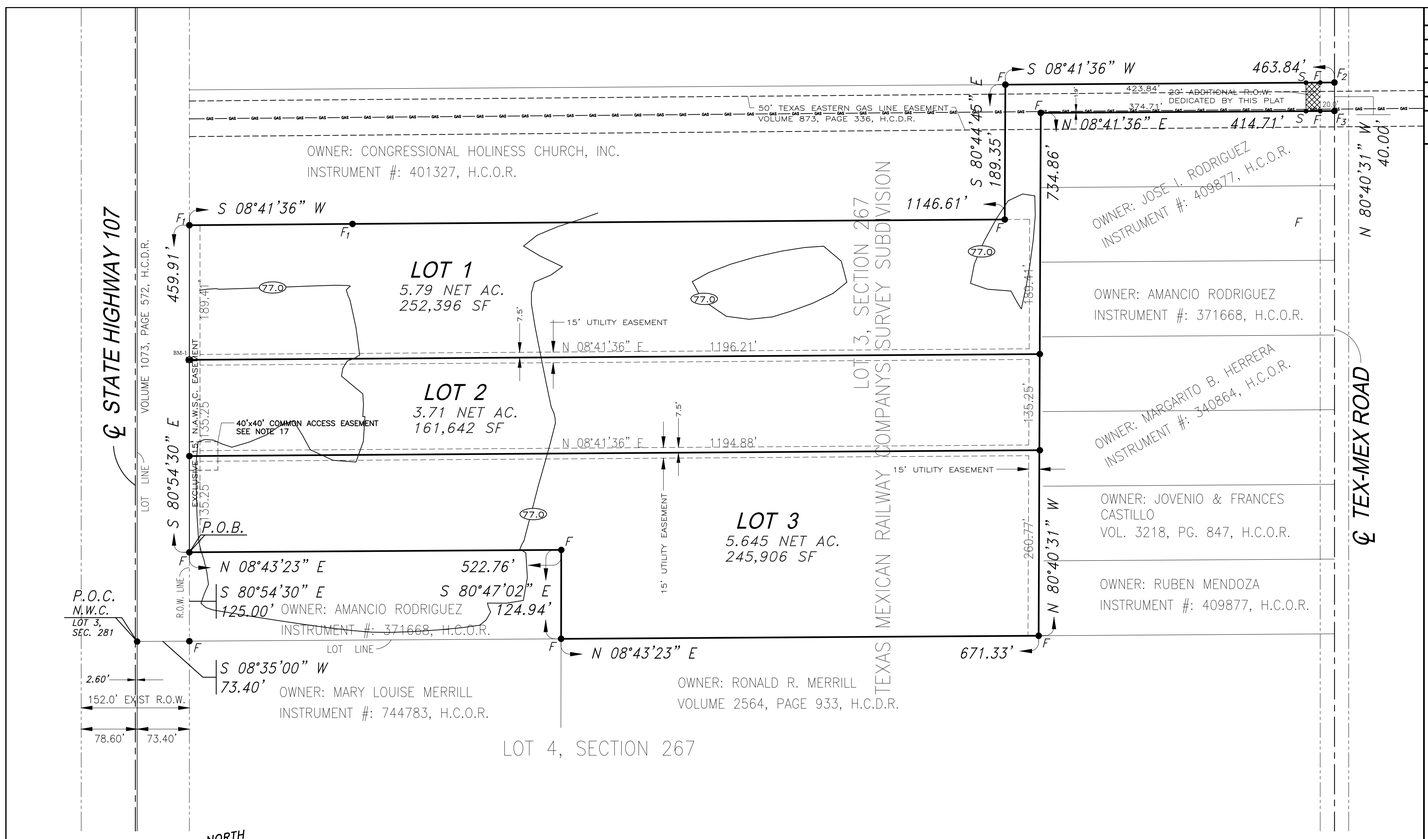
WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **12"** LOCATION: **on SH 107**

H.C.O.E.C. FINAL APPROVED DATE: **08-14-14 .**: By **Martin Ramirez, Director of Office of Environmental Compliance**
☒ **SMALL CONSTRUCTION**
The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **MAY 27, 2014**

STAFF RECOMMENDS:
☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments.*
☒ **Final Approval** *subject to recommendations other departments*
☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



SCALE: 1" = 100'

BEARINGS BASED ON RECORD BEARINGS OF: MAGNOLIA VILLAGE SUBDIVISION, AS RECORDED IN VOL. 33, PAGE 121, H.C.M.R.

LEGEND:

- F – FOUND 1/2"ø IRON ROD
- F_1 – FOUND 3/4"ø IRON PIPE
- F_2 – FOUND COTTON PICKER SPINDLE
- F_3 – FOUND CONCRETE NAIL
- S – SET 1/2"ø IRON ROD

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

METES AND BOUNDS DESCRIPTION FOR A 15.19 ACRE TRACT

A 15.19 acre tract of land being a portion of the west 30.00 acres of Lot 3, Section 267, Texas Mexican Railway Company's Subdivision as recorded in Volume 1, Page 16, Map Records, Hidalgo County, Texas, also being a portion of that certain tract described in General Warranty Gift Deed recorded in Document #2120910, Official Records, Hidalgo County, Texas, also being all that certain tract described in Gift Warranty Deed recorded in Document # 1029601, Official Records, Hidalgo County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING at a found one half inch iron rod on the south Right-of-Way line of State Highway 107 as described by Deed recorded in Volume 1073, Page 572, Deed Records, Hidalgo County, Texas being the northeast corner of that certain tract described in Warranty Deed recorded in Document #371668, Official Records, Hidalgo County, Texas, for the northwest corner of herein described tract. Said point bears S 08° 35' 00" W 73.40 feet and S 80° 54' 30" E 125.00 feet from the northwest corner of said Lot 3, Section 267.

THENCE S 80° 54' 30" E 459.91 feet along said south Right-of-Way line of State Highway 107 to a found three quarter inch pipe being the northeast corner of said tract described in Gift Warranty Deed recorded in Document # 1029601, Official Records, Hidalgo County, Texas, for the northeast corner of herein described tract.

THENCE S 08° 41' 36" W along a line, pass at 229.30 feet a found three-quarter inch pipe being the southeast corner of said tract described in Gift Warranty Deed recorded in Document # 1029601, Official Records, Hidalgo County, Texas, and continuing for a total distance of 1,146.61 feet to a found one-half inch iron rod for an interior corner of herein described tract.

THENCE S 80 44' 45" E 189.35 feet along a line to a found one-half inch iron rod for an exterior corner of herein described tract.

THENCE S 08° 41' 36" W along a line, pass at 443.84 feet a found one-half inch iron rod being the north Right-of-Way line of Tex-Mex Road and continuing for a total distance of 463.84 feet to a found cotton picker spindle on the centerline of said Tex-Mex Road also being the south line of said Lot 3, Section 267, for the southeast corner of herein described tract.

THENCE N 80° 40' 31" W 40.00 feet along said centerline of Tex-Mex Road also being the south line of said Lot 3, Section 267, to a found concrete nail for an exterior corner of herein described tract.

THENCE N 08° 41' 36" E along a line, pass at 20.00 feet a found one-half inch iron rod being the north Right-of-Way line of said Tex-Mex Road and continuing for a total distance of 414.71 feet to a found one-half inch iron rod for an interior corner of herein described tract.

THENCE N 80° 40' 31" W 734.86 feet along a line to a found one-half inch iron rod on the west line of said Lot 3, Section 267, being the northwest corner of that certain tract described in Warranty Deed recorded in Volume 1824, Page 726, Deed Records, Hidalgo County, Texas, for the southwest corner of herein described tract.

THENCE N 08° 43' 23" E 671.33 feet along said west line of Lot 3, Section 267, to a found one half inch iron rod being the southwest corner of that said tract described in Warranty Deed recorded in Document #371668, Official Records, Hidalgo County, Texas, for an interior corner of herein described tract.

THENCE S 80° 47' 02" E 124.94 feet along the south line of said tract described in Warranty Deed recorded in Document #371668, Official Records, Hidalgo County, Texas, to a found one half inch iron rod being the southeast corner of that said tract described in Warranty Deed recorded in Document #371668, Official Records, Hidalgo County, Texas, for an interior corner of herein described tract.

THENCE N 08° 43' 23" E 522.76 feet along the east line of said tract described in Warranty Deed recorded in Document #371668, Official Records, Hidalgo County, Texas, being parallel to the west line of said Lot 3, Section 267, to the point of beginning and containing 15.19 acres of land, more or less.

COUNTY CLERK'S RECORDING CERTIFICATE

I,_____, COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT_____O'CLOCK___M, ON_____,____, AND WAS RECORDED IN INSTRUMENT #:_____OF THE MAP RECORDS OF HIDALGO COUNTY.

_____

_____ HIDALGO COUNTY CLERK

SUBDIVISION OF
VILLA SALAZAR SUBDIVISION

A 15.19 acre tract of land being a portion of the west 30.00 acres of Lot 3, Section 267, Texas Mexican Railway Company's Subdivision as recorded in Volume 1, Page 16, Map Records, Hidalgo County, Texas, also being a portion of that certain tract described in General Warranty Gift Deed recorded in Document #2120910, Official Records, Hidalgo County, Texas, also being all that certain tract described in Gift Warranty Deed recorded in Document # 1029601, Official Records, Hidalgo County, Texas and being more fully described in Volume 1, Page 16, Map Records, Hidalgo County, Texas

DATE: MARCH 5, 2014

SCALE IN FEET 0 100' 200' 300'

SCALE: 1"---- 100'

ENGINEER: (F-5001) R.E. Garcia

PREPARED BY: R.E. GARCIA & ASSOCIATES

ENGINEER (F-5001) & SURVEYOR (10015300)
116 NORTH 12TH AVENUE EDINBURG, TEXAS 78539
PHONE (956) 381-1061 FAX: 381-1280

PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" SHADED
ZONE "X" SHADED IS DEFINED AS AREAS OF 500 YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE;AND AREA PROTECTED BY LEVEES FROM 100-YEAR FLOOD

COMMUNITY-PANEL NO. 480334 0325 D EFFECTIVE DATE: JUNE 6, 2000, LOMR: MAY 31, 2001 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR HAVE IDENTIFY AN AREA AS SHOWN ON THIS PLAT WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.

2. SETBACKS:
FRONT: 60.00 FEET ON STATE HIGHWAY 107
REAR: 40.00 FEET OR EASEMENT, WHICHEVER IS GREATER
SIDE: 10.00 FEET OR EASEMENT WHICHEVER IS GREATER

3. GENERAL NOTE FOR COMMERCIAL LOTS:
LOTS 1-3 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOTS 1-3 IS FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, THE OFFICE OF ENVIORMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. MINIMUM FINISH FLOOR NOTE: FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTERLINE OF STREET OR 18" ABOVE NATURAL GROUND WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. BENCHMARK NOTE: THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M.--1 ELEV. 77.14 N.G.V.D. 83
A BRASS DISK SET IN A 1" X 1" CONCRETE BLOCK AT NORTH WEST CORNER OF LOT 1 OF THIS SUBDIVISION.

6. DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 77,292 CUBIC-FEET (1.774 ACRE-FET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: BY UTILIZING PROPERLY GRADED LANDSCAPED AREAS.

7. THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN SITED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN PLAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.

8. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

9. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

10. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

11. ALL EASEMENTS ON THIS PLAT ARE DEDICATED BY THIS PLAT UNLESS NOTED OTHERWISE.

12. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR COMMERCIAL USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

13. **ALICIA V. WELLS, ESTELLA V. RODRIGUEZ & MARIA DE LA LUZ GONZALEZ**, THE OWNERS & SUBDIVIDERS OF VILLA SALAZAR SUBDIVISION, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO.2 OF THIS PLAT.

14. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

15. LOT OWNER SHALL BE RESPONSIBLE FOR CONSTRUCTION OF DETENTION AREAS TO ACCOMMODATE DRAINAGE RUNOFF AS CALCULATED BY PLAT ENGINEER PRIOR TO ISSUANCE OF ANY FINAL LIGHT OR WATER CLEARANCES. IN ADDITION, THE LOT OWNER SHALL PROVIDE A REVISED ENGINEERED DRAINAGE CALCULATION IF IT IS DETERMINED AT THE APPLICATION STAGE THAT THE IMPERVIOUS AREA FOR THE LOT IS GREATER THAN THE IMPERVIOUS AREA CONSIDERED BY THE PLAT ENGINEER WHEN CALCULATING THE RUNOFF FOR THE LOT.

16. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT AND THE OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

17. NO INDIVIDUAL LOT DRIVEWAY ACCESS WITH BE ALLOWED FROM S.H. 107 ON TO LOTS 2 & 3. A 40 FOOT SHARED DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED BY DEVELOPER BETWEEN LOTS 2 & 3 TO PROVIDE INGRESS AND EGRESS FROM S.H. 107. ACCESS EASEMENT SHALL REMAIN FREE AND CLEAR OF ANY OBSTRUCTIONS SO THAT INCOMING AND OUTGOING TRAFFIC MAY TRAVEL FREELY. THE INDIVIDUAL LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PAVING AND DRAINAGE IMPROVEMENTS WITHIN THE ROAD ACCESS EASEMENT WITH HIS RESPECTIVE SECTION.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

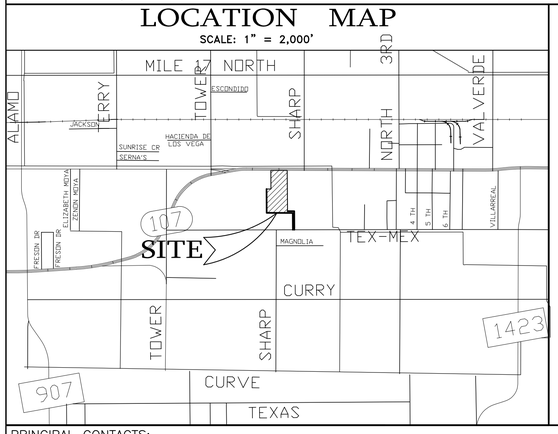
VILLA SALAZAR SUBDIVISION IS LOCATED IN SOUTHERN HIDALGO COUNTY IN H.C.P. #4 ON THE SOUTH SIDE OF STATE HIGHWAY 107, APPROXIMATELY 480 FEET WEST OF THE INTERSECTION OF STATE HIGHWAY 107 & SHARP ROAD. THE NEAREST MUNICIPALITY IS THE CITY OF EDINBURG. ACCORDING TO THE OFFICIAL MAP LOCATED IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (75,544), VILLA SALAZAR SUBDIVISION LIES APPROXIMATELY 2 1/2 MILE FROM THE CITY LIMITS AND IS INSIDE THE CITY'S FIVE MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021

INDEX OF SHEETS

No.	DESCRIPTION
1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS AND EASEMENT DESIGNATION; METES & BOUNDS; SURVEYOR'S & ENGINEER'S CERTIFICATION; PLAT NOTES & RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION AND ATTETSTATION; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY APPROVAL; DESCRIPTION OF LOCATION WITH RESPECT TO THE ETJ OF A MUNICIPALITY; H.C.D.D. APPROVAL; H.C.H.D. APPROVAL; IRRIGATION DISTRICT APPROVAL; REVISION NOTES
2	MAP OF TOPOGRAPHY & DRAINAGE WITH ENGINEER'S CERTIFICATION, REVISION NOTES, DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT

LOCATION MAP

SCALE: 1" = 2,000'



PRINCIPAL CONTACTS:

	NAME:	ADDRESS:	CITY & ZIP	PHONE #/ FAX #:
OWNER:	LA UNION PROPERTIES, LLC	7422 E. HIGHWAY 107	EDINBURG, 78539	(956)318-3006 / –
OWNER:	ALICIA V. WELLS	2233 N. AUSTIN AVE	PEARLAND, TX. 77581	(281)780-1362 / –
OWNER:	ESTELLA V. RODRIGUEZ	7312 W. S.H. 107	EDINBURG, 78542	(956)207-7623
ENGINEER:	RAUL E. GARCIA	116 N. 12TH	EDINBURG, 78539	381-1061 / 381-1280
SURVEYOR:	RAUL E. GARCIA	116 N. 12TH	EDINBURG, 78539	381-1061 / 381-1280

THE STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S CERTIFICATION, DEDICATION, & ATTESTATION

I, **ALICIA V. WELLS, ESTELLA V. RODRIGUEZ & LA UNION PROPERTIES, LLC** AS OWNER OF THE **15.19** ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED **VILLA SALAZAR SUBDIVISION** HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET AND EASEMENTS SHOWN HEREIN. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A)THE WATER QUALITY AND CONNECTIONS TO THE LOTS WILL MEET THE MINIMUM STANDARDS;
(B)SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS WILL MEET THE MINIMUM STATE STANDARDS;
(C)ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS OR SEPTIC TANKS WILL MEET THE MINIMUM STATE STANDARDS;
(D)GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS WILL MEET THE MINIMUM STATE STANDARDS;

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

ALICIA V. WELLS
2233 N. AUSTIN AVE
PEARLAND, TX. 77581

ESTELLA V. RODRIGUEZ
7312 W. S.H. 107
EDINBURG, TX. 78542

DAGOBERTO GONZALEZ, MEMBER
LA UNION PROPERTIES, LLC
7422 E. HIGHWAY 107
EDINBURG, TEXAS 78542

NORBERTO L. GUERRA, MEMBER
LA UNION PROPERTIES, LLC
7422 E. HIGHWAY 107
EDINBURG, TEXAS 78542

THE STATE OF TEXAS)(
COUNTY OF)(

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY APPEARED **ALICIA V. WELLS,** KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____,20 .

My Commission Expires: _____ Notary Public in and for Hidalgo County, Texas

SHEET NO. 1
OF 2 SHEETS

THE STATE OF TEXAS)(
COUNTY OF HIDALGO)(

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY APPEARED **ESTELLA V. RODRIGUEZ,** KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____,20 .

My Commission Expires: _____ Notary Public in and for Hidalgo County, Texas

THE STATE OF TEXAS)(
COUNTY OF HIDALGO)(

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY APPEARED **DAGOBERTO GONZALEZ, MEMBER,** KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____,20 .

My Commission Expires: _____ Notary Public in and for Hidalgo County, Texas

THE STATE OF TEXAS)(
COUNTY OF HIDALGO)(

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY APPEARED **NORBERTO L. GUERRA, MEMBER,** KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____,20 .

My Commission Expires: _____ Notary Public in and for Hidalgo County, Texas

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF **VILLA SALAZAR SUBDIVISION** WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, _____

ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

APPROVAL BY IRRIGATION DISTRICT #1:

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT No. 1, ON THIS___DAY OF _____A.D. 200___.

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. ALSO, THERE WILL NOT BE ANY PERMANENT STRUCTURES ON THE DISTRICT RIGHT-OF-WAYS AND/OR EASEMENTS.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCID #1 RIGHT-OF-WAYS OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE HCID #1.

PRESIDENT SECRETARY

APPROVAL BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1, HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE #49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

BY: _____
DISTRICT MANAGER

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE VILLA SALAZAR SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISIONERS COURT ON _____, _____.

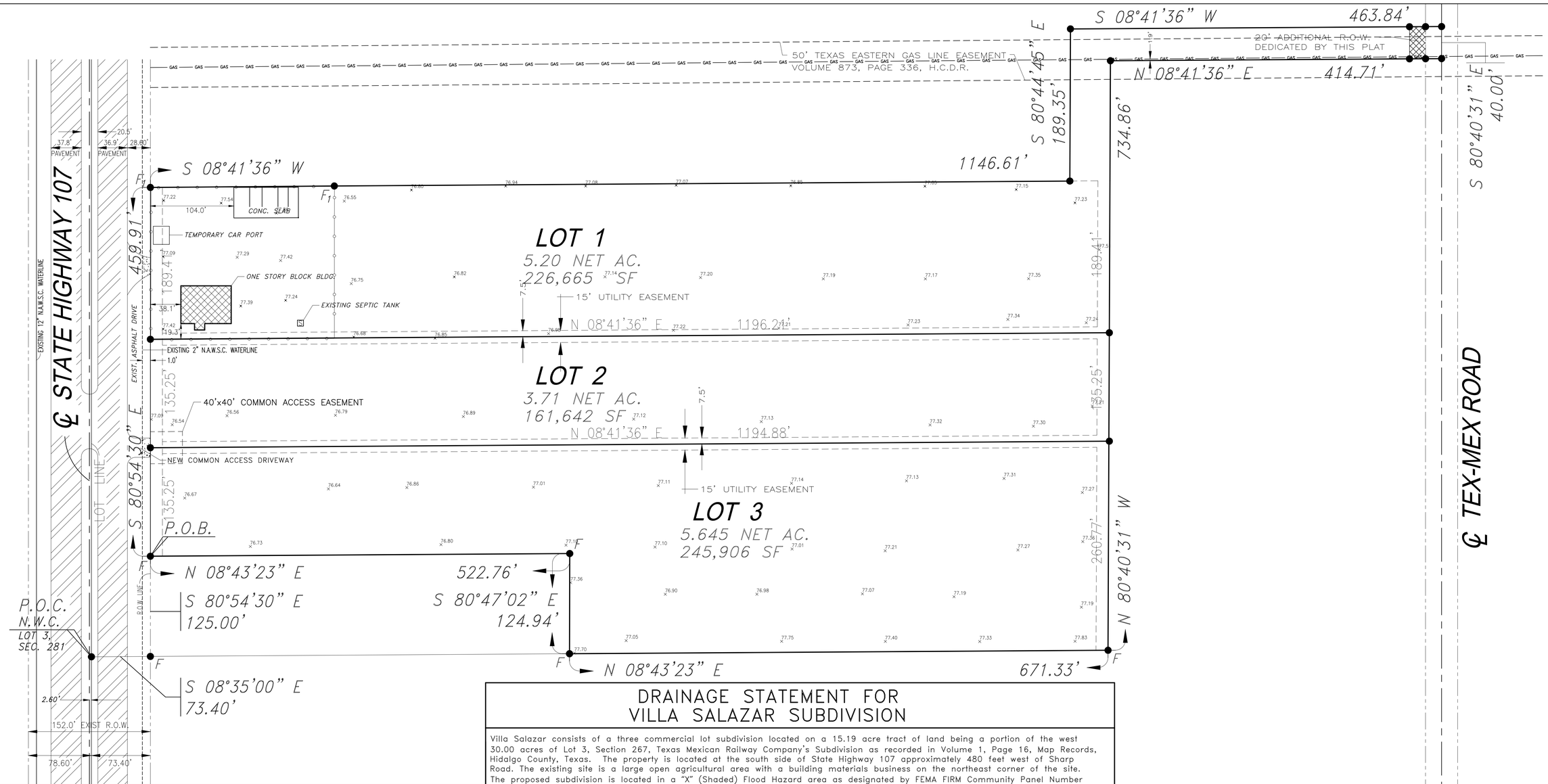
HIDALGO COUNTY JUDGE DATE

ATTEST: _____ _____
HIDALGO COUNTY CLERK DATE

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, RAUL E. GARCIA REGISTERED PROFESSIONAL ENGINEER AND REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND FURTHER CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN APPLIED TO THIS PLAT.

REGISTERED PROFESSIONAL ENGINEER # 64790 DATE
REGISTERED PROFESSIONAL LAND SURVEYOR #4204



DRAINAGE STATEMENT FOR VILLA SALAZAR SUBDIVISION

Villa Salazar consists of a three commercial lot subdivision located on a 15.19 acre tract of land being a portion of the west 30.00 acres of Lot 3, Section 267, Texas Mexican Railway Company's Subdivision as recorded in Volume 1, Page 16, Map Records, Hidalgo County, Texas. The property is located at the south side of State Highway 107 approximately 480 feet west of Sharp Road. The existing site is a large open agricultural area with a building materials business on the northeast corner of the site. The proposed subdivision is located in a "X" (Shaded) Flood Hazard area as designated by FEMA FIRM Community Panel Number 480334 0325 D dated May 17, 2000. Zone "X" (Shaded) is defined as "areas of the 500-year flood; areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 100-year flood".

The soil for this property is dark grayish brown sandy clay loam which is moderately previous. This soil is found to be in the Hydrologic Group "B" as determined by use of the Soil Survey of Hidalgo County. (see attachment). Currently the property is vacant.

Existing runoff is directed north towards existing road ditches on State Highway 107. State Highway 107 flows east and discharges into an existing Hidalgo County Drainage District No. 1 drainage ditch east of the site. The proposed subdivision will utilize properly graded detention areas to detain storm runoff which will overflow into State Highway 107. The individual lot detention plans will be reviewed and approved by the Hidalgo County Planning department.

In accordance with the Hidalgo County Drainage Policy, a minimum detention volume of 74,251 cubic feet of storm runoff will be detained with a maximum discharge rate of 5.426 cfs. The peak rate of runoff will not be increased during the 10 year rainfall event.

CERTIFICATION:

By my signature below, I certify that this subdvision lies in a Flood Zone "X" Shaded: areas between limits of the 100 year flood and 500 year flood: or certain areas subject to 100-year flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood

REGISTERED PROFESSIONAL ENGINEER # 64790

DATE

NORTH

SCALE: 1" = 60'

BEARINGS BASED ON RECORD BEARINGS OF: MAGNOLIA VILLAGE SUBDIVISION, AS RECORDED IN VOL. 33, PAGE 121, H.C.M.R.

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

MAP OF TOPOGRAPHY AND DRAINAGE: *VILLA SALAZAR SUBDIVISION*

A 15.19 acre tract of land being a portion of the west 30.00 acres of Lot 3, Section 267, Texas Mexican Railway Company's Subdivision as recorded in Volume 1, Page 16, Map Records, Hidalgo County, Texas, also being a portion of that certain tract described in General Warranty Gift Deed recorded in Document #2120910, Official Records, Hidalgo County, Texas, also being all that certain tract described in Gift Warranty Deed recorded in Document # 1029601, Official Records, Hidalgo County, Texas

SCALE: 1"---- 60'

DATE: MARCH 5, 2014

PREPARED BY: R.E. GARCIA & ASSOCIATES

ENGINEER (F-5001) & SURVEYOR (10015300)
116 NORTH 12TH AVENUE EDINBURG, TEXAS 78539
PHONE (956) 381-1061 FAX: 381-1280

ENGINEER: (F-5001)
R.E. Garcia
Associates

SHEET NO. 2 OF 2 SHEETS

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 08-25-2014

PROPOSED RG ESTATES PHASE I SUBDIVISION, PRECINCT No. 4 .

ENGINEER: MELDEN & HUNT, INC. DEVELOPER: R G ESTATES, LLC

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: 37 ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: On the North side of Mile 17 ½ North Road, ¼ mile West of Val Verde Rd.

SUBDIVISION LIES WITHIN THE: ☒ *The rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 03-14-2013 PROPERTY LIES WITHIN FLOOD ZONE: "X" AS PER FEMA.

DRAINAGE DESIGN: Drainage will be accomplished by a storm drainage pipe system. Detention will be accomplished by the widening of the existing Hidalgo County Irrigation District No. 1 Ditch along the Northside of the property

ROAD R.O.W. DEDICATION: 20 feet on to Mile 17 ½ North Road.

H.C.R.O.W. FINAL APPROVAL DATE: 08-07-2014 By, Jesse Ozuna PCT. 4 R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: 08-07-2014 By, Elizardo "Chardo" Ramos Environmental Health Division Manager

SEWER SYSTEM: ☒ SANITARY SEWER BY: NAWSC LINE SIZE: 12 LOCATION: Mile 17 ½ North Rd.

WATER SERVICE PROVIDER: N.A.W.S.C. LINE SIZE: 8" LOCATION: mile 17 ½ North Rd

H.C.O.E.C. FINAL APPROVAL DATE: 08-11-2014 : By Ann De La Fuente Environmental Compliance Coordinator

☒ **LARGE CONSTRUCTION**

The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: ***DECEMBER 20, 2013***

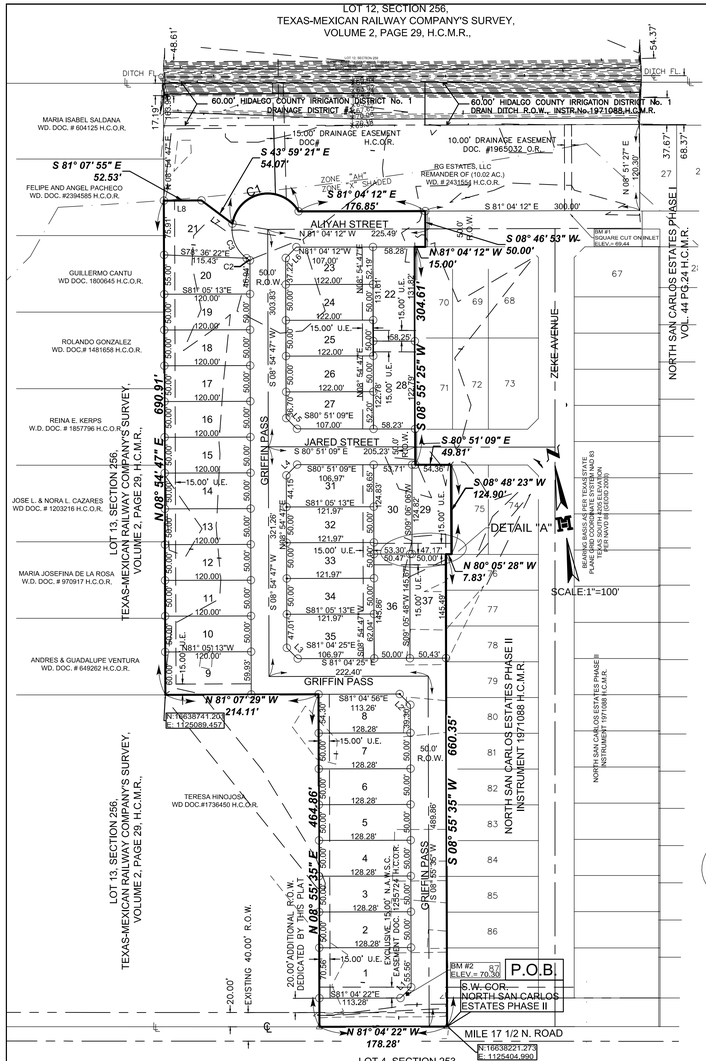
STAFF RECOMMENDS:

☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments,*

☒ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

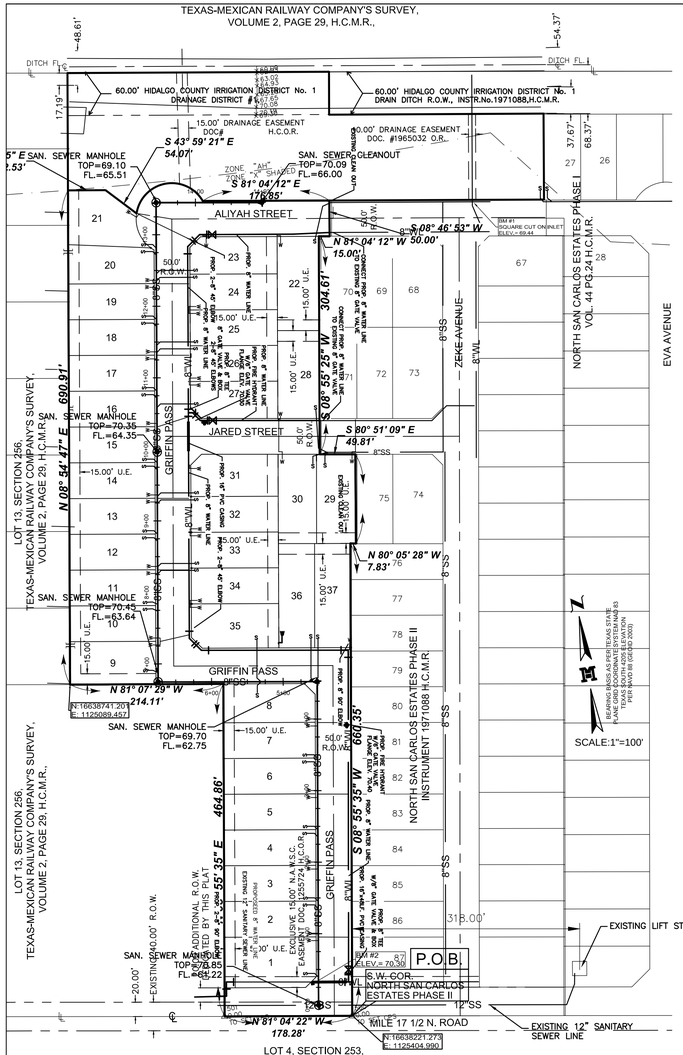

LOT 12, SECTION 256,
TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY,
VOLUME 2, PAGE 29, H.C.M.R.,
60.00' HIDALGO COUNTY IRRIGATION DISTRICT No. 1 DRAINAGE DISTRICT #5
60.00' HIDALGO COUNTY IRRIGATION DISTRICT No. 1 DRAIN DITCH R.O.W., INSTR.No.1971088 H.C.M.R.
DITCH FL
15.00' DRAINAGE EASEMENT DOC# H.C.DR.
10.00' DRAINAGE EASEMENT DOC. #1965032 O.R.
MARIA ISABEL SALDANA WD. DOC. # 604125 H.C.O.R.
FELIPE AND ANGEL PACHECO WD. DOC. #2394585 H.C.O.R.
GUILLERMO CANTU WD DOC. 1800645 H.C.O.R.
ROLANDO GONZALEZ WD. DOC. # 1481658 H.C.O.R.
REINA E. KERPS W.D. DOC. # 1857796 H.C.O.R.
JOSE L. & NORA L. CAZARES WD DOC. # 1203216 H.C.O.R.
MARIA JOSEFINA DE LA ROSA W.D. DOC. # 970917 H.C.O.R.
ANDRES & GUADALUPE VENTURA WD. DOC. # 649262 H.C.O.R.
TERESA HINOJOS WD DOC.#1736450 H.C.O.R.
ZONE "AH" SHADED
REMAINDER OF (10.02 AC.) VOL.2,PG31/32 H.C.O.R.
RG ESTATES, LLC
ALIYAH STREET
JARED STREET
GRIFFIN PASS
ZEKE AVENUE
S 43° 59' 21" E 54.07'
S 81° 07' 55" E 52.53'
S 81° 04' 12" E 176.85'
S 81° 04' 12" E 300.00'
S 08° 46' 53" W
N 81° 04' 12" W 50.00'
N 81° 04' 12" W 225.49'
S 08° 55' 25" W 304.61'
S 08° 55' 25" W 690.91'
S 80° 51' 09" E 49.81'
S 08° 48' 23" W 124.90'
N 80° 05' 28" W 7.83'
N 81° 07' 29" W 214.11'
N 08° 55' 25" E 464.86'
S 08° 55' 35" W 660.35'
N 08° 54' 47" E 690.91'
S 81° 04' 22" E 113.28'
S 81° 04' 22" W 178.28'
N 81° 04' 22" W 225.49'
S 81° 04' 12" E 58.28'
S 80° 51' 09" E 58.23'
S 80° 51' 09" E 58.65'
S 81° 05' 13" E 121.97'
S 81° 05' 13" W 121.97'
S 81° 04' 25" E 106.97'
S 81° 04' 25" W 106.97'
S 81° 04' 56" E 113.26'
S 81° 04' 22" E 113.28'
S 81° 04' 22" W 113.28'
S 81° 05' 13" E 121.97'
S 81° 05' 13" W 121.97'
S 80° 51' 09" E 107.00'
S 80° 51' 09" E 107.00'
S 80° 51' 09" E 206.23'
S 08° 54' 47" W 120.00'
S 08° 54' 47" W 120.00'
S 08° 54' 47" W 120.00'
S 08° 54' 47" W 120.00'
S 08° 54' 47" W 120.00'
S 08° 54' 47" W 120.00'
S 08° 54' 47" W 120.00'
N 08° 54' 47" E 120.00'
N 08° 54' 47" E 120.00'
N 08° 54' 47" E

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE AGUA

SUBDIVISION MAP OF

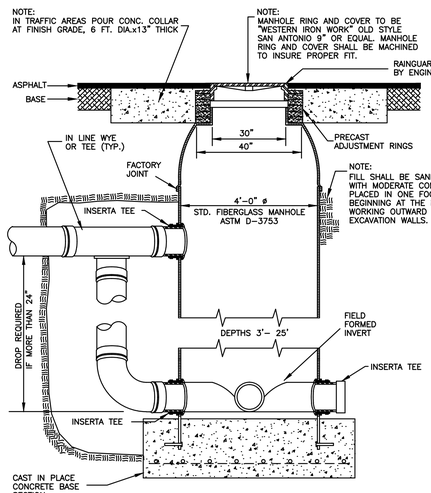
RG ESTATES PHASE 1

A SUBDIVISION OF 7.733 ACRES OUT OF LOT 13, SECTION 256,
TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY,
VOLUME 2, PAGE 29, H.C.M.R.,
HIDALGO COUNTY, TEXAS.

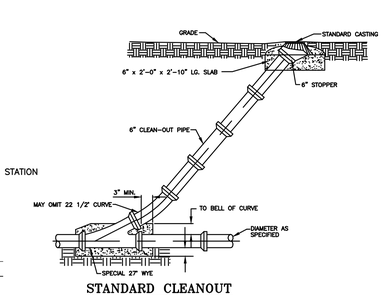


NOTE:
IN TRAFFIC AREAS POUR CONC. COLLAR AT FINISH GRADE, 6 FT. DIA.x13" THICK

NOTE:
MANHOLE RING AND COVER TO BE "WESTERN IRON WORK" OLD STYLE SAN ANTONIO 9" OR EQUAL. MANHOLE RING AND COVER SHALL BE MACHINED TO INSURE PROPER FIT.



TYPICAL FIBERGLASS MANHOLE
N.T.S.



STANDARD CLEANOUT
N.T.S.

ENGINEERING REPORT FOR RG ESTATES PHASE 1
BY: FRED L. KURTH
WATER SUPPLY: DESCRIPTION, COSTS, AND OPERABILITY DATE

RG ESTATES PHASE 1 WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATER LINE RUNNING ALONG THE NORTH SIDE OF THE RIGHT-OF-WAY OF MILE 17½ NORTH ROAD AND AN 8" WATER LINE ALONG THE SOUTH SIDE OF ALIYAH STREET AND ALONG THE NORTH SIDE OF JARED STREET. THE WATER SYSTEM FOR EG ESTATES PHASE 1 CONSISTS OF A 8" DIAMETER WATER LINE THAT TAPS INTO THE EXISTING 8" LINE ALONG THE NORTH SIDE OF MILE 17½ NORTH ROAD. THIS 8" LINE THEN RUNS NORTH ALONG THE EAST SIDE OF GRIFFIN PASS RIGHT-OF-WAY THEN RUNNING EAST ALONG THE SOUTH RIGHT-OF-WAY OF ALIYAH STREET CONNECTING TO THE EXISTING 8" WATER LINE AT THE NORTHEAST CORNER OF LOT 22. ANOTHER 8" LINE RUNS ALONG THE NORTH SIDE OF JARED STREET RIGHT-OF-WAY CONNECTING TO THE EXISTING 8" LINE AT THE SOUTHEAST CORNER OF LOT 28 AND RUNNING WEST CONNECTING TO THE PREVIOUSLY MENTIONED 8" WATER LINE ON GRIFFEN PASS.

WATER DISTRIBUTION FOR THE RG ESTATES CONSISTS OF (14) FOURTEEN –1" DIAMETER DUAL SERVICE LINES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO ½" DIAMETER SERVICE LINES AND (9) NINE –¾" DIAMETER SINGLE SERVICE LINES. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. THE 8" LINE, THE DUAL SERVICES AND ¾" SINGLE SERVICES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $50,900.00, OR $1,456.75 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $40,600.00, WHICH COVERS THE $1,097.29 COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED 2 FIRE HYDRANTS AT A UNIT COST OF $3,300.00 FOR A TOTAL COST OF $6,600.00. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

WASTEWATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:
RG ESTATES PHASE 1 WILL BE TREATED BY WASTEWATER SERVICE FROM NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO TREATE THE SUFFICIENT WASTEWATER FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WASTEWATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 12" DIAMETER SEWER LINE RUNNING ALONG THE NORTH SIDE OF THE RIGHT-OF-WAY OF MILE 17½ NORTH ROAD AND AN EXISTING 8" DIAMETER SEWER LINE RUNNING ALONG THE NORTH SIDE OF THE RIGHT-OF-WAY OF ALIYAH STREET AND AN EXISTING 8" DIAMETER SEWER LINE RUNNING ALONG THE SOUTH SIDE OF RIGHT-OF-WAY LINE OF JARED STREET. THE WASTEWATER SYSTEM FOR RG ESTATES PHASE 1 CONSISTS OF AN 8" DIAMETER SEWER LINE THAT TAPS INTO THE EXISTING 12" LINE. THIS 8" LINE THEN RUNS NORTH ALONG THE WEST SIDE OF GRIFFIN PASS RIGHT-OF-WAY ENDING WITH A 48" SANITARY SEWER MANHOLE ON THE NORTHEAST CORNER OF LOT 21. ANOTHER 8" LINE CONNECTING TO THE 8" SEWER LINE ON GRIFFIN PASS WILL RUN EAST 147.00 FEET ALONG THE NORTH SIDE OF ALIYAH STREET ENDING WITH A CLEANOUT. FROM THE 8" LINES, THIRTY-SEVEN (37) 4" DIAMETER SEWER SERVICE LINES RUN FOR EACH LOT.

THE 8" LINE, 15–4" DUAL SERVICES AND 7–4" SERVICE LINE AND EIGHT (5) 48" SANITARY SEWER MANHOLES HAVE BE INSTALLED, AT A TOTAL COST OF $60,729.33 OR $1,641.33 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $21,475.00 WHICH COVERS THE $580.40 PER LOT AS STATED IN THE 30 YEAR WASTE WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST FOR ALL THE SERVICES AND ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. THE ENTIRE WASTE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

ENGINEER CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $91,500.00 WHICH EQUALS TO $2,472.97 PER LOT.

SEWAGE FACILITIES – THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $82,204.33 WHICH EQUALS TO $2,221.74 PER LOT.

_____ _____ MELDEN & HUNT, INC.
ENGINEER'S SIGNATURE DATE: TEXAS REGISTRATION F–1435

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED
PROFESSIONAL ENGINEER

REPORTE DE INGENIERIA DE RG ESTATES PHASE 1
POR: FRED L. KURTH
ABASTECIMIENTO DE AGUA: DESCRIPCION, COSTOS Y FECHA DE OPERABILIDAD

LA SUBDIVISIÓN RG ESTATES PHASE 1 RECIBIRÁ SU PROVISIÓN DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑÍA DE AGUA N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

EL SISTEMA DE PROVISIÓN DE AGUA PARA LA SUBDIVISIÓN RG ESTATES PHASE I CONSISTE DE UN CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO NORTE DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CARRETERA MILE 17½ NORTH ROAD. TAMBIÉN CONSISTE DE UN CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO SUR DEL DERECHO DE VÍA DE LA CARRETERA ALIYAH STREET Y TAMBIÉN CONSISTE DE UN CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO NORTE DEL DERECHO DE VÍA DE LA CARRETERA JARED STREET. EL SISTEMA DE PROVISIÓN DE AGUA DE LA SUBDIVISIÓN RG ESTATES PHASE 1 CONSISTE DE UN CONDUCTO DE AGUA DE 8 PULGADAS DE DIÁMETRO QUE SE CONECTA CON EL CONDUCTO DE AGUA EXISTENTE DE 8 PULGADAS EN EL LADO NORTE DE MILE 17½ ROAD. ESTA LÍNEA DE 8 PULGADAS CUAL SIGUE HACIA EL NORTE POR EL LADO ESTE DE LA CALLE GRIFFIN PASS, LUEGO CORRE AL ESTE POR EL LADO SUR DE LA CALLE ALIYAH CONECTÁNDOSE CON LA LÍNEA DE AGUA EXISTENTE DE 8 PULGADAS DE DIÁMETRO LOCALIZADA AL LADO NORTEESTE DE LOTE 22. OTRO CONDUCTO DE 8 PULGADAS SERÁ QUE CORRE EN EL LADO NORTE DE LA CALLE JARED STREET CONECTADO A LA LÍNEA DE 8 PULGADAS EN LOCALIZADA AL LADO SURESTE DE LOTE 28 LUEGO CORRE AL OESTE A LA LÍNEA DE AGUA PREVIAMENTE MENCIONADA EN GRIFFEN PASS.

DEL CONDUCTO DE AGUA DE 8 PULGADAS SE PRODUCEN (14) CATORSE DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO PARA CADA DOS LOTES. ESTOS CONDUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE ¾ DE PULGADA DE DIÁMETRO PARA CADA LOTE. Y (9) NUEVE CONDUCTOS INDIVIDUALES DE AGUA DE ¾ DE PULGADA DE DIÁMETRO PARA CADA LOTE YA SE HAN INSTALADO LOS CONDUCTOS DE AGUA DE 8 PULGADAS DE DIÁMETRO. LOS DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO, EL CONDUCTO DE ¾ DE PULGADA DE DIÁMETRO, Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE $ 53,900.00 O $ 1,456.57 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.A.W.S.C. $ 40,600.00, QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, $1,097.29. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.A.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO 2 BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE $ 3,300.00 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL $6,600.00. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: DESCRIPCIÓN, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISIÓN

LA SUBDIVISIÓN RG ESTATES PHASE 1 RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO DE NORTH ALAMO WATER SUPPLY CORPORATION (LA COMPAÑÍA DE DRENAJE SANITARIO N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO POR LOS PRÓXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE DRENAJE SANITARIO ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

EL SISTEMA DE PROVISIÓN DE DRENAJE SANITARIO PARA LA SUBDIVISIÓN RG ESTATES PHASE I CONSISTE DE UN CONDUCTO DE DRENAJE DE 12 PULGADAS DE DIÁMETRO QUE PASA POR EL LADO NORTE DEL DERECHO DE VÍA (RIGHT OF WAY) DE LA CARRETERA MILE 17½ NORTH ROAD. EL SISTEMA DE PROVISIÓN DE DRENAJE SANITARIO DE LA SUBDIVISIÓN RG ESTATES PHASE 1 CONSISTE DE UN CONDUCTO DE DRENAJE DE 8 PULGADAS DE DIÁMETRO QUE SE CONECTA CON EL CONDUCTO DE DRENAJE SANITARIO EXISTENTE DE 12 PULGADAS. ESTA LÍNEA DE 8 PULGADAS CUAL SIGUE HACIA EL NORTE POR EL LADO OESTE DE LA CALLE GRIFFIN PASS, TERMINARA CON UNA ALCANTARILLA DE 48 PULGADAS DE DIÁMETRO LOCALIZADA AL NORTEESTE DE LOTE 21. OTRO CONDUCTO DE 8 PULGADAS SERÁ CONECTADO A LA LÍNEA DE DRENAJE PREVIAMENTE MENCIONADA LA CUAL SERÁ EXTENDIDA RUMBO AL ESTE 147.00 PIES POR EL LADO NORTE DE LA CALLE ALIYAH STREET. TRENTA–SIETE (37) SERVICIOS DE 4 PULGADAS SE CONNECTAN A LAS LINIEAS DE CONDUCTOS DE 8 PULGADAS A LOS LOTES.

LA LÍNEAS DE 8 PULGADAS, 15– CONDUCTOS DOUBLES DE 4 PULGADAS, SIETE CONDUCTOS DE 4 PULGADAS Y SIES (5) ALCANTARILLAS HAN SIDO INSTALADAS, HA UN COSTO TOTAL DE $ 60,729.33 O $ 1,641.33 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA N.A.W.S.C. UN COSTO TOTAL DE $ 21,475.00, O $ 580.40 POR LOTE. EL SISTEMA DE DRENAJE SANITARIO ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO

CERTIFICACIÓN:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECÁNICO DE AGUA QUE COSTARA UN TOTAL DE $ 91,500.00 O $ 2,472.97 POR LOTE.

DRENAJE: SE ESTIMA QUE EL DRENAJE COSTARA UN COSTO TOTAL DE $ 82,204.33 O $ 2,221.74 POR LOTE.

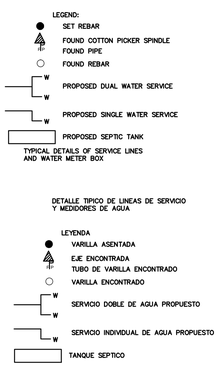
_____ _____
ENGINEER'S SIGNATURE DATE:

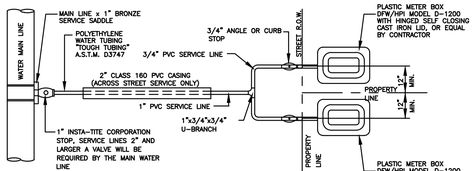
COST ESTIMATE:

PAVING IMPROVEMENTS:	$ 122,650.25
DRAINAGE IMPROVEMENTS:	$ 79,615.00
WATER DISTRIBUTION	$ 53,900.00
SANITARY SEWER IMPROVEMETNS / OSSF:	$ 60,729.33

ESTIMACION DE COSTOS:

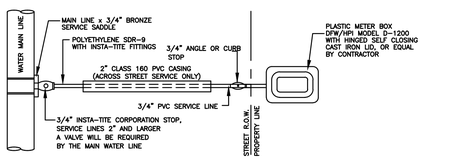
PAVIMENTACION DE CALLES:	$ 122,650.25
DREAJE PLUVIAL:	$ 79,615.00
SERVICIO DE AGUA POTABLE:	$ 53,900.00
SERVICIO DE DRENAJE SANITARIO	$ 60,729.33



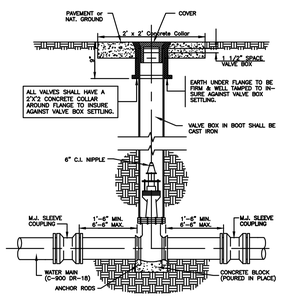


DUAL WATER SERVICE CONNECTION
N.T.S.

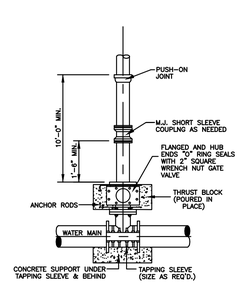
NOTE: IF UTILITY EASEMENT IS DEDICATED AT THE FRONT OF THE LOT, THE LOCATION OF THE ANGLE STOP IS TO BE DETERMINED BY N.A.W.S.C. AND THE ENGINEER.



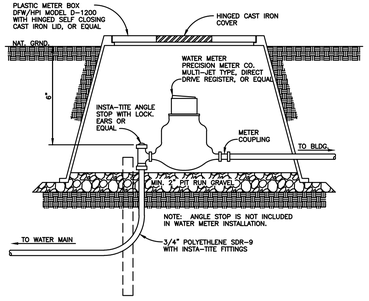
SINGLE WATER SERVICE CONNECTION
N.T.S.



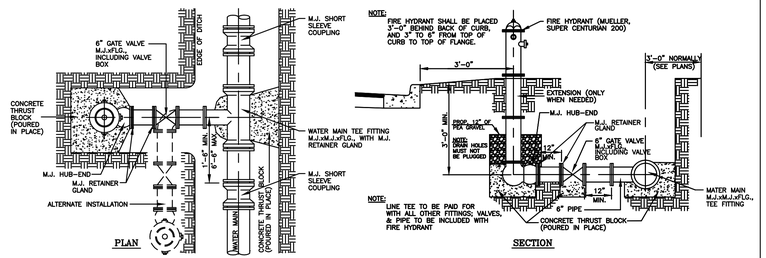
TYPICAL VALVE and VALVE BOX INSTALLATION
N.T.S.



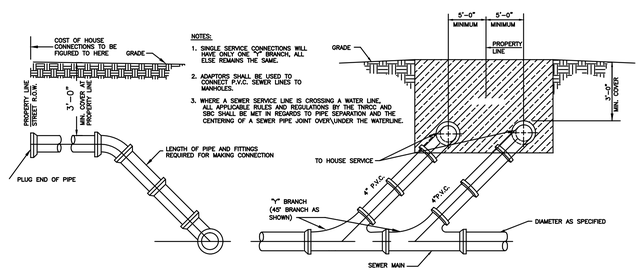
TAPPING SLEEVE and VALVE INSTALLATION
N.T.S.



TYPICAL WATER METER INSTALLATION
N.T.S.



TYPICAL FIRE HYDRANT INSTALLATION
N.T.S.



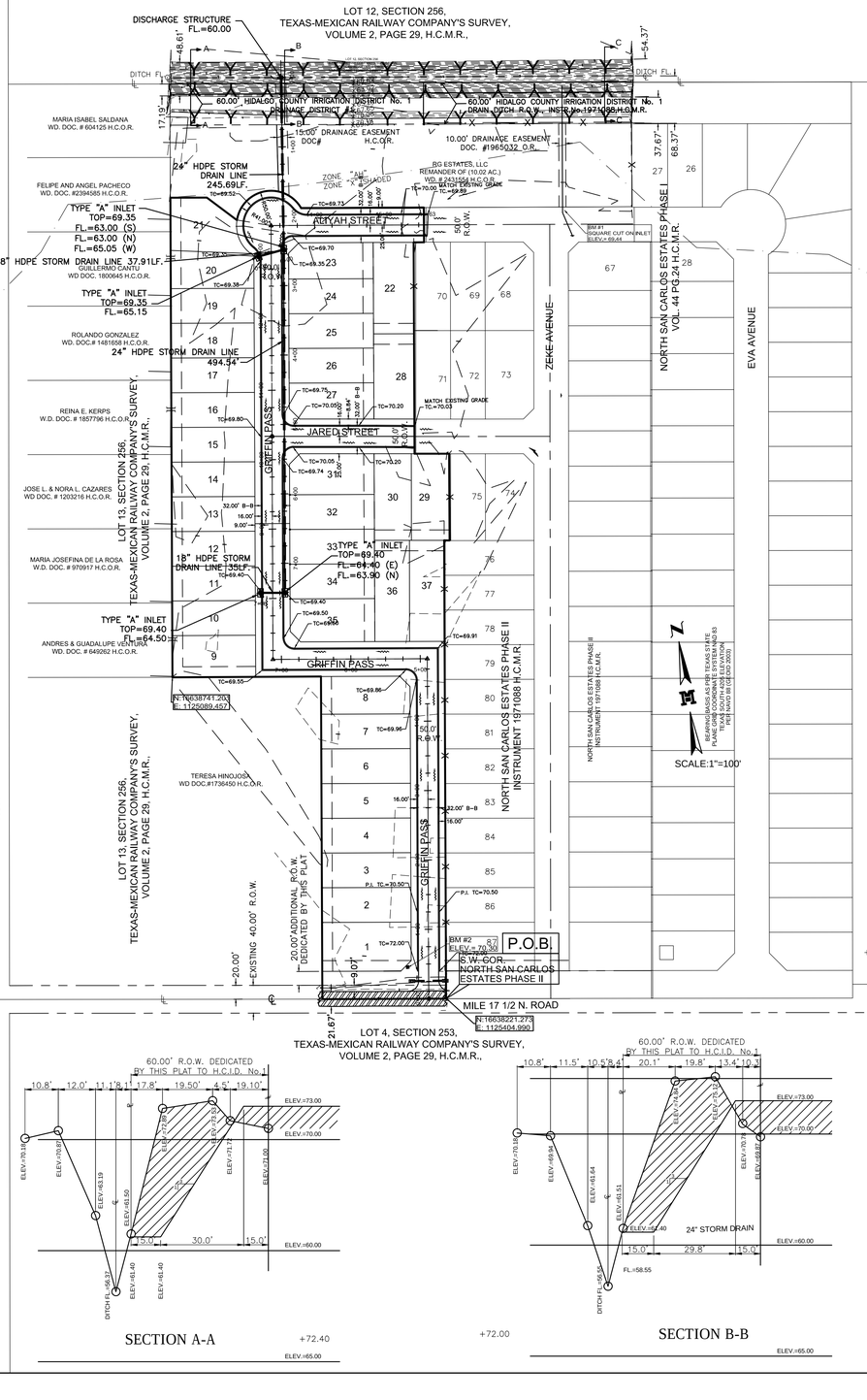
SANITARY SEWER SERVICE CONNECTION
N.T.S.

MAP OF TOPOGRAPHY AND DRAINAGE:
MAPA DE TOPOGRAFIA Y DESAGUE:

SUBDIVISION MAP OF

RG ESTATES PHASE 1

A SUBDIVISION OF 7.733 ACRES OUT OF LOT 13, SECTION 256,
TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY,
VOLUME 2, PAGE 29, H.C.M.R.,
HIDALGO COUNTY, TEXAS.

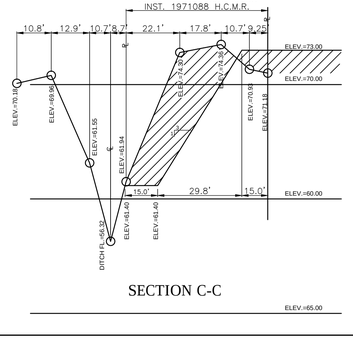


SECTION A-A

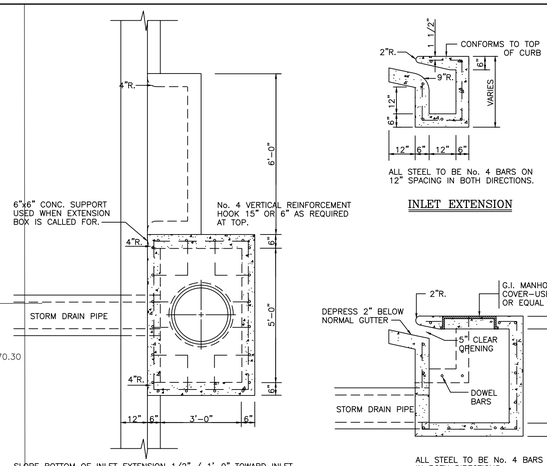
+72.40

SECTION B-B

+72.00



SECTION C-C

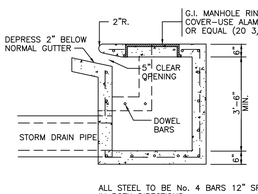


SLOPE BOTTOM OF INLET EXTENSION 1/2" / 1'-0" TOWARD INLET EXTENSION TO INLET TO BE MADE IN INCREMENTS OF 3'-0" OR 6'-0" ONLY. TRANSITION NORMAL GUTTER TO INLET SLOPE APPROXIMATELY 3'-0".

PLAN

ALL STEEL TO BE No. 4 BARS ON 12" SPACING IN BOTH DIRECTIONS.

INLET EXTENSION

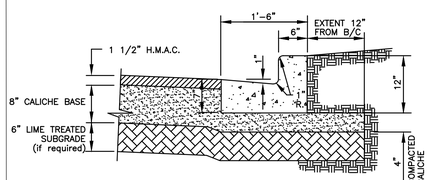


ALL STEEL TO BE No. 4 BARS 12" SPACING IN BOTH DIRECTIONS.

SECTION

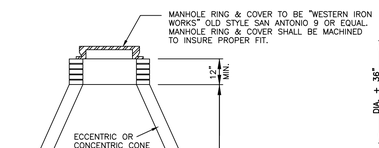
TYPE "A" INLET

N.T.S.



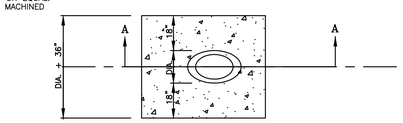
SECTION "AA" - CONCRETE CURB & GUTTER

N.T.S.

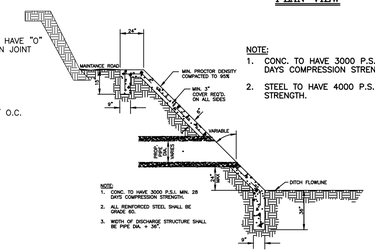


STANDARD STORM SEWER PRE-CAST CONCRETE MANHOLE

N.T.S.

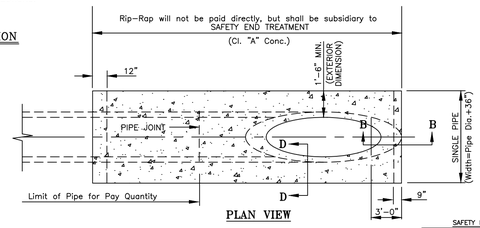


NOTE:
1. CONC. TO HAVE 3000 P.S.I. MIN. 28 DAYS COMPRESSION STRENGTH.
2. STEEL TO HAVE 4000 P.S.I. YIELD STRENGTH.



H.C.D.D.#1 STORM DISCHARGE STRUCTURE

N.T.S.



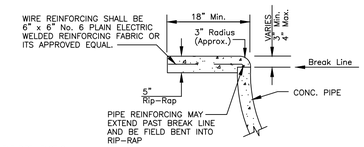
PLAN VIEW

ELEVATION

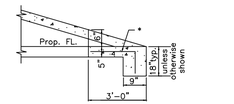
SAFETY END TREATMENT-TYPE "C"

SAFETY END TREATMENT PIPE LENGTHS

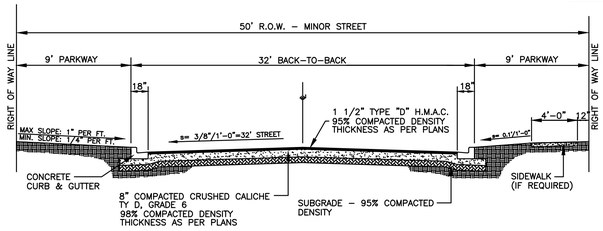
PIPE DIA. (IN.)	3:1	4:1	5:1	6:1
18"	6'-0"	8'-0"	10'-0"	12'-0"
24"	8'-0"	10'-0"	12'-0"	14'-0"
30"	8'-0"	10'-0"	12'-0"	14'-0"
36"	8'-0"	11'-4"	14'-2"	17'-0"



SEC. "DD"



SEC. "BB"

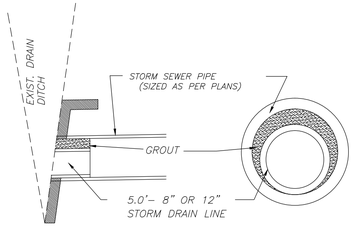


TYPICAL STREET CROSS SECTION

N.T.S.

SAFETY END TREATMENT - (Type "C") DETAILS

N.T.S.



PROP. RESTRICTION DETAIL

DRAINAGE STATEMENT
RG ESTATES PHASE 1

RG ESTATES PHASE 1 IS A 7.733-ACRE TRACT OF LAND OUT OF LOT 15 SECTION 256, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY TEXAS AS RECORDED IN VOLUME 2, PAGE 29, H.C.M.R. THE PROPERTY IS LOCATED ALONG THE NORTH SIDE OF MILE 17 ½ N. ROAD AND APPROXIMATELY 553 FEET WEST OF NORTH 83RD STREET. IT IS BEING PROPOSED AS A RESIDENTIAL DEVELOPMENT OF 37 LOTS. PHASE II OF RG ESTATES WILL HAVE 12 ADDITIONAL LOTS.

THE PROPERTY IS CURRENTLY OPEN AND IS LOCATED IN ZONE 'X' AS PER FEMA FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 480334 0325 D, DATED ON JUNE 6, 2000 AND REVISED TO REFLECT LOMR DATED MAY 17, 2001.

ZONE 'X' (SHADED) IS DEFINED AS 'AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE ARES LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD'.

THE SOILS ARE SANDY CLAY LOAM, WHICH IS MODERATELY PERVIOUS WITH A RELATIVELY LOW PLASTICITY INDEX. THIS SOIL IS IN HYDROLOGIC GROUP 'B'. (SEE EXCERPTS FROM 'SOIL SURVEY OF HIDALGO COUNTY, TEXAS')

EXISTING RUNOFF IS BY SURFACE FLOW IN A NORTHERLY DIRECTION AND HAS A RUNOFF OF 1.96 C.F.S. DURING THE 10-YEAR STORM FREQUENCY AS PER THE ATTACHED CALCULATIONS.

THE PROPOSED DRAINAGE FOR RG ESTATES PHASE 1 SHALL CONSIST OF SURFACE RUNOFF FROM THE LOTS INTO PROPOSED STREETS. THE STREETS SHALL CHANNEL RUNOFF INTO A PROPOSED DRAINAGE SYSTEM OF TYPE 'A' INLETS AND STORM PIPES RANGING IN SIZE FROM 18" TO 24" THAT WILL FLOW NORTHERLY AND DISCHARGE INTO AN EXISTING DRAINAGE. THE EXISTING DITCH FLOWS EAST, NORTH THEN EAST ULTIMATELY DISCHARGING INTO THE SOUTH MAIN DRAIN.

IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE POLICY, THE PEAK RATE OF RUNOFF IN THE SUBDIVISION WILL NOT BE INCREASED DURING THE 10-YEAR RAINFALL EVENT DUE TO THE IMPROVEMENTS IN THIS SUBDIVISION. THEREFORE, AS PER ATTACHED CALCULATIONS, 26,587 CUBIC FEET OF DETENTION FOR PHASE I AND ON THE ADDITIONAL 2,179 C.F. FOR PHASE II OF RG ESTATES WILL BE PROVIDED WITHIN THE WIDENING OF THE EXISTING DITCH ALONG THE NORTH BOUNDARY OF THIS SUBDIVISION. THE DRAINAGE AND DETENTION PLAN SHALL BE APPROVED BY HIDALGO COUNTY PLANNING DEPARTMENT AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100 YEAR FLOODPLAIN AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0325 D, REVISED TO REFLECT LOMR DATE MAY 17, 2001 IS CONTAINED WITHIN THE WIDENING OF THE EXISTING H.C.I.D. No. 1 DITCH ALONG THE NORTH SIDE OF THIS SUBDIVISION.

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
FRED L. KURTH
54151
LICENSED PROFESSIONAL ENGINEER

FRED L. KURTH, PE # 54151 RPLS # 4750 DATE:

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM

Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 08-25-2014

PROPOSED **LA VICTORIA PHASE 2** SUBDIVISION, PRECINCT No. **1** .

ENGINEER: **QUINTANILLA HEADLEY & ASSOC.** DEVELOPER: **PAUL DANIEC.**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **90** ☒*SINGLE FAMILY ___ ☐*MULTI-FAMILY ___ ☐COMMERCIAL ___ ☐INSTITUTIONAL

LOCATION DESCRIPTION: **West of Victoria Road approximate 360 feet North of Lott Road.**

SUBDIVISION LIES WITHIN THE: ☒*ETJ of* **Donna** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **06-18-2012** PROPERTY LIES WITHIN FLOOD ZONE: **"B"** AS PER FEMA.

DRAINAGE DESIGN: **Drainage detention swales and Storm drainage pipe system.**

DISTANCE TO A DRAIN DITCH: **Located on the North west corner of subdivision development.**

ROAD R.O.W. DEDICATION: **30 feet to Victoria Road by this plat.**

H.C.R.O.W. FINAL APPROVAL DATE: **08-13-2014** : By, **Roy Gonzales** PCT 1 R.O.W. AGENT

SEWER SYSTEM: ☒SANITARY SEWER BY: **Donna** LINE SIZE: **8"** LOCATION: **Mateo St (Walker Estates)**

WATER SERVICE PROVIDER: **N.A.W.S.C.** LINE SIZE: **6"** LOCATION: **Victoria Road.**

H.C.O.E.C. FINAL APPROVAL DATE: **07-31-14** .: By **Ann Marie De La Fuente, Administrative Assistant**

☒**LARGE CONSTRUCTION**

The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS' COURT ON: **OCTOBER 1, 2012**

STAFF RECOMMENDS:

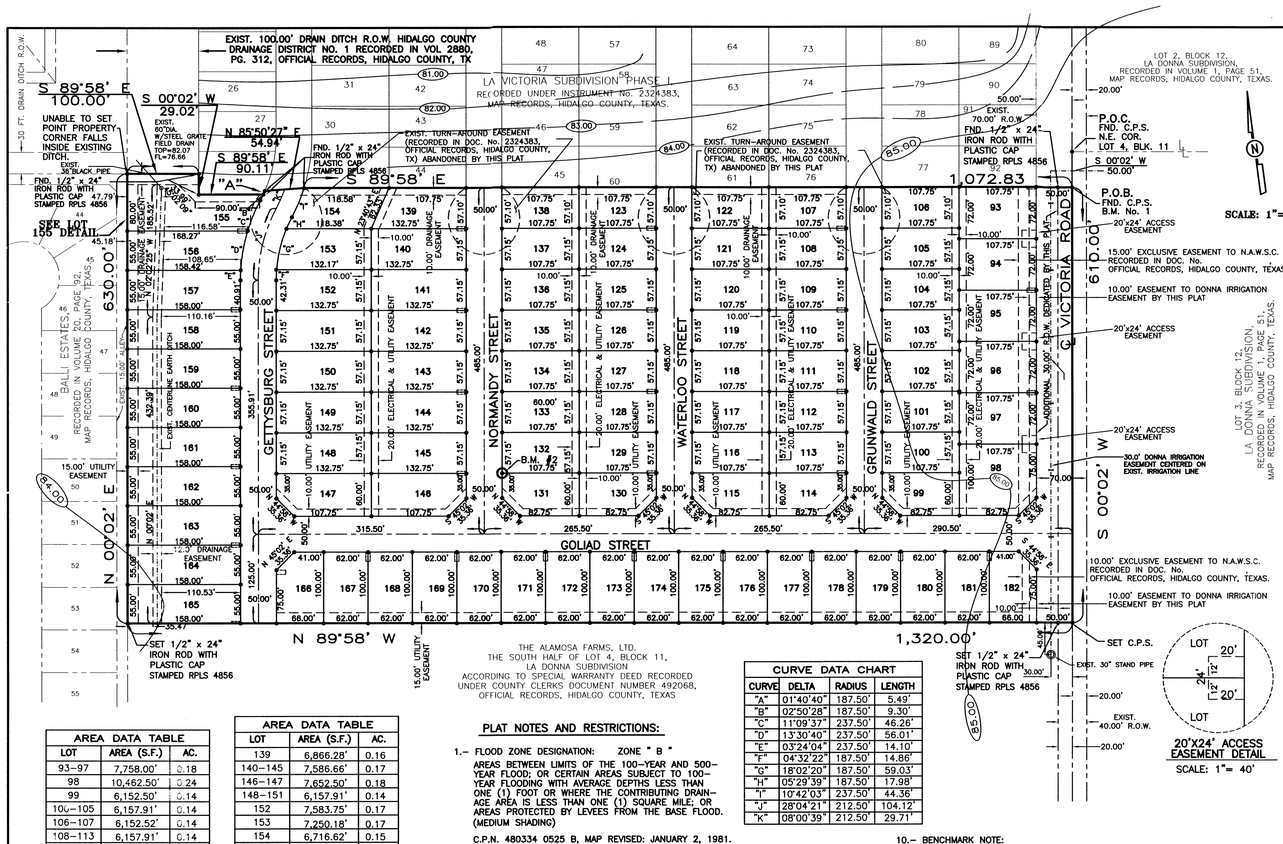
☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **Donna.**

☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments*

☒ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
93-97	7,758.00'	0.18
98	10,462.50'	0.24
99	6,152.50'	0.14
100-105	6,157.91'	0.14
106-107	6,152.52'	0.14
108-113	6,157.91'	0.14
114-115	6,152.50'	0.14
116-121	6,157.91'	0.14
122-123	6,152.52'	0.14
124-129	6,157.91'	0.14
130-131	6,152.50'	0.14
132-137	6,157.91'	0.14
138	6,152.52'	0.14

AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
139	6,866.28'	0.16
140-145	7,586.66'	0.17
146-147	7,652.50'	0.18
148-151	6,157.91'	0.14
152	7,583.75'	0.17
153	7,250.18'	0.17
154	6,716.62'	0.15
155	12,037.47'	0.28
156	8,922.50'	0.20
157	8,691.96'	0.20
158-165	8,690.00'	0.20
166	6,287.50'	0.14
167-181	6,200.00'	0.14
182	6,287.50'	0.14

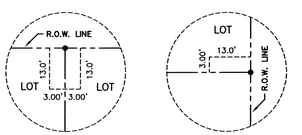
CURVE DATA CHART			
CURVE	DELTA	RADIUS	LENGTH
"A"	01°40'40"	187.50'	5.49'
"B"	02°50'28"	187.50'	9.30'
"C"	11°09'37"	237.50'	46.26'
"D"	13°30'40"	237.50'	56.01'
"E"	03°24'04"	237.50'	14.10'
"F"	04°32'22"	187.50'	14.86'
"G"	18°02'20"	187.50'	59.03'
"H"	05°29'39"	187.50'	17.98'
"I"	10°42'03"	237.50'	44.36'
"J"	28°04'21"	212.50'	104.12'
"K"	08°00'39"	212.50'	29.71'

INDEX OF SHEETS

SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ; PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S & SURVEYOR'S CERTIFICATION: NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, PLAT ATTESTATION; CITY APPROVAL CERTIFICATE: COUNTY CLERK'S RECORDING CERTIFICATE: REVISION NOTES, HCDD NO. 1 CERTIFICATION, H.C. RIGHT OF WAY CERTIFICATE, DONNA IRRIGATION DIST. APPROVAL. NORTH ALAMO WSC STATEMENT

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT, REVISION NOTES.

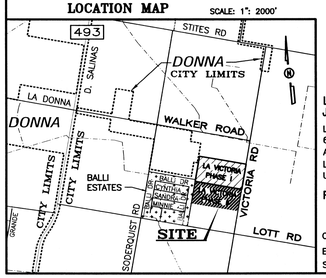
SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION, CONSTRUCTION DETAILS, REVISION NOTES.



DETAIL "1"
PROP. 6.0'X13.0' EXCLUSIVE EASEMENT TO NAWSC NON FENCING SEE NOTE 16

DETAIL "2"
PROP. 3.0'X13.0' EXCLUSIVE EASEMENT TO NAWSC NON FENCING SEE NOTE 16

LOCATION MAP SCALE: 1"= 2000'



PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE " B "
AREAS BETWEEN LIMITS OF THE 100-YEAR AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. (MEDIUM SHADING)
C.P.N. 480334 0525 B, MAP REVISED: JANUARY 2, 1981.

2.– LEGEND ● – DENOTES 1/2"x24" IRON ROD SET WITH PLASTIC CAP STAMPED R.P.L.S. 4856, UNLESS OTHERWISE NOTED.

3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.– NO COMMERCIAL USE SHALL BE ALLOWED ON ANY LOTS.

5.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

6.– MINIMUM BUILDING SETBACK LINES:

FRONT	25.00'
FRONT–LA VICTORIA ROAD	50.00'
REAR	15.00'
SIDE	6.00'
SIDE ABUTTING STREET	10.00
FRONT CUL-DE-SAC	15.00'

OR TO EASEMENT LINE WHICHEVER IS GREATER IN ALL CASES

7.– THIS SUBDIVISION WILL BE PROVIDED BY SANITARY SEWER BY THE CITY OF DONNA.
CLEARANCES FOR WATER METERS:
AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).

8.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 77,351.79 CUBIC –FEET 1.78 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No.3.

9.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

10.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1: ELEV. =86.02 FND. C.P.S. ON VICTORIA ROAD LOCATED AT NORTHEAST CORNER OF THIS SUBDIVISION. N.A.V.D. 88 DATUM.
B.M. No.2– ELEVATION=84.50 LOCATED ON 1/2" IRON ROD SET IN CONCRETE W/ DISK ON THE SOUTHWEST CORNER OF LOT 132. N.A.V.D. 88 DATUM.

11.– EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

12.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

13.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

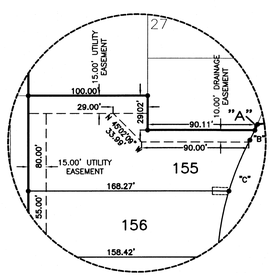
14.– NO INDIVIDUAL LOT DRIVEWAY ACCESS WILL BE ALLOWED FROM VICTORIA ROAD ON TO LOTS 93 THROUGH 98 AND LOT 182. A 24 FOOT SHARED DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED BY DEVELOPER BETWEEN LOTS 93 & 94, 95 & 96, AND 97 & 98 TO PROVIDE INGRESS AND EGRESS FROM VICTORIA ROAD.

15.– A 6.0' CHAINLINK FENCE SHALL BE INSTALLED ALONG THE SOUTH SIDE OF THE DRAIN DITCH R.O.W. FOR LOT 155 BY LOT OWNER AT BUILDING PERMIT STAGE.

16.– A NORTH ALAMO WATER SUPPLY CORP. NON FENCING EASEMENT WILL BE LOCATED ON THE FOLLOWING LOTS FOR WATER METER ACCESS. (BETWEEN LOTS 94 & 95, 96 & 97, 107 & 108, 109 & 110, 111 & 112, 113 & 114, 123 & 124, 125 & 126, 127 & 128, 129 & 130, 139 & 140, 141 & 142, 143 & 144, 145 & 146, 155 & 156, 157 & 158, 159 & 160, 161 & 162, 163 & 164, 167 & 168, 169 & 170, 171 & 172, 173 & 174, 175 & 176, 177 & 178, 179 & 180, 181 & 182. THE NORTH SIDE OF LOT 93, THE SOUTH SIDE OF LOT 165, AND THE WEST SIDE OF LOT 166.) SEE DETAILS "1" AND "2".

REVISION NOTES

No.	Sheet	REVISION	Date	Approved



LOT 155 DETAIL
SCALE: 1"= 60'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

LA VICTORIA SUBDIVISION PHASE II IS LOCATED IN MIDDLE HIDALGO COUNTY ON THE WEST SIDE OF VICTORIA SUBDIVISION PH. II AND APPROXIMATELY 660.00 FEET NORTH OF ITS INTERSECTION WITH LOTT ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 17,548), LA VICTORIA SUBDIVISION PHASE II LIES APPROXIMATELY 1/2 MILE FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERMENT CODE § 42.021. LIES IN PCT. 1

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	BENCHMARK FARMS & RANCHES, INC. PAUL DANIEC	P.O. BOX 720821	McALLEN, TX. 78504	(956) 386-1507	(956) 383-5762
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381-6480	(956)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381-6480	(956)381-0527

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST. PHONE 956-381-6480
EDINBURG, TEXAS 78539 FAX 956-381-0527
ENGINEERING REGISTRATION NUMBER F-1513 OFFICE@QHAENGINEERING.COM
SURVEYING REGISTRATION NUMBER 100411-00

SUBDIVISION PLAT OF:

LA VICTORIA SUBDIVISION PHASE II

AN 18.51 ACRE TRACT OF LAND OUT OF LOT 4 BLOCK 11, LA DONNA PLAT SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 51, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1414081, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO

METES AND BOUNDS

AN 18.51 ACRE TRACT OF LAND OUT OF LOT 4 BLOCK 11, LA DONNA PLAT SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 51, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1414081, 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 FOUND ON THE EAST LINE OF LOT 4 AND IN THE CENTERLINE OF VICTORIA ROAD FOR THE SOUTHEAST CORNER OF LA VICTORIA SUBDIVISION PHASE I AND THE NORTHEAST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 00°02'W, 50.00 FEET FROM THE NORTHEAST CORNER OF LOT 4.

THENCE; S 00°02'W, ALONG THE EAST LINE OF LOT 4 AND THE CENTERLINE OF VICTORIA ROAD, A DISTANCE OF 610.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE NORTHEAST CORNER OF THE ALAMOSA FARMS, LTD. TRACT (THE SOUTH HALF OF LOT 4, BLOCK 11, LA DONNA SUBDIVISION, ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 492068, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 89°58'W, ALONG THE NORTH LINE OF THE ALAMOSA FARMS, LTD. TRACT, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 20.00 FEET FOR THE WEST RIGHT OF WAY LINE OF VICTORIA ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF LOT 4 FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 00°02'E, ALONG THE WEST LINE OF LOT 4, A DISTANCE OF 630.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE SOUTHWEST CORNER OF LA VICTORIA SUBDIVISION PHASE I AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 89°58' E, ALONG THE SOUTH LINE OF LA VICTORIA SUBDIVISION PHASE I, A DISTANCE OF 100.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 00°02' W, ALONG THE SOUTH LINE OF LA VICTORIA SUBDIVISION PHASE I, A DISTANCE OF 29.02 FEET TO A 1/2" IRON ROD FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 89°58' E, ALONG THE SOUTH LINE OF LA VICTORIA SUBDIVISION PHASE I, A DISTANCE OF 90.11 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; ALONG THE SOUTH LINE OF LA VICTORIA SUBDIVISION PHASE I AND THE ARC OF A CURVE TO THE LEFT (CURVE DATA: DELTA = 01°40'40", RADIUS = 187.50 FEET), A DISTANCE OF 5.49 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 85°50'27" E, ALONG THE SOUTH LINE OF LA VICTORIA SUBDIVISION PHASE I, A DISTANCE OF 54.94 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPPLS 4856 FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 89°58'E, ALONG THE SOUTH LINE OF LA VICTORIA SUBDIVISION PHASE I, PASSING A 1/2" IRON ROD 24" IN LENGTH FOUND AT 1,052.83 FEET FOR THE WEST RIGHT OF WAY LINE OF VICTORIA ROAD, A TOTAL DISTANCE OF 1,072.83 FEET TO THE POINT OF BEGINNING AND CONTAINING 18.51 ACRES OF LAND MORE OR LESS.

BEARINGS IN THIS METES AND BOUNDS DESCRIPTION ARE IN ACCORDANCE WITH SOUTH VICTORIA ESTATES, RECORDED IN VOLUME 39, PAGE 129, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL LAND SURVEYOR

4-23-12
DATE

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this 1st day of October 20 13.

PAUL DANIEC–PRESIDENT
BENCHMARK FARMS & RANCHES, INC.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF LA VICTORIA SUBDIVISION PHASE II WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____ 20____.

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, PAUL DANIEC, PRESIDENT OF BENCHMARK FARMS & RANCHES INC., AS OWNER OF THE 18.51 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED LA VICTORIA SUBDIVISION PHASE II, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

10-1-13
DATE

PAUL DANIEC–PRESIDENT
BENCHMARK FARMS & RANCHES, INC.
P.O. BOX 720821
McALLEN, TX. 78504
(956) 386-1507

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared PAUL DANIEC, PRESIDENT OF BENCHMARK FARMS & RANCHES, INC.
proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this 1st day of October, 2013.

LILIA A. QUINTANILLA · Notary Public, State of Texas · My Commission Expires July 23, 2016

LILIA A. QUINTANILLA–Notary Public

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the LA VICTORIA SUBDIVISION PHASE II was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

Hidalgo County Judge — date
ATTEST:
Hidalgo County Clerk — date

CITY OF DONNA, TX
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(c) AND §212.0115(b)

WE THE UNDERSIGNED CERTIFY that this plat of the LA VICTORIA SUBDIVISION PHASE II was received and approved by the city Council of the City of DONNA on JUNE 3, 2014.

Mayor of the City of DONNA — Date 7/8/14
ATTEST: Secretary of the City of DONNA — Date 7/8/14

THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT ON THIS 25th DAY OF October, 2013.

SECRETARY — PRESIDENT

APPROVAL OF THE PLANNING COMMISSION OF THE CITY:
THIS PLAT LA VICTORIA SUBDIVISION PHASE II HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION ON THE CITY OF DONNA, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.
DATED THIS 26th DAY OF June 20 14
ATTEST: SECRETARY — BY: CHAIRMAN PLANNING COMMISSION

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
BY: _____

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL ENGINEER

10-1-13
DATE

ALFONSO QUINTANILLA
P.E. No. 95534

THE COUNTY OF HIDALGO · TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

SHEET NO. 1 OF 3 SHEETS	FILENAME : F:\DATA\SUBD\DONNA\LA VICTORIA PH. II\PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	4-23-2012	MARCO G.		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

LA VICTORIA SUBDIVISION PHASE II

AN 18.51 ACRE TRACT OF LAND OUT OF LOT 4 BLOCK 11, LA DONNA PLAT SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 51, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1414081, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO

FINAL ENGINEERING REPORT FOR LA VICTORIA SUBDIVISION PHASE II:

WATER SUPPLY: Description and Costs.
LA VICTORIA SUBDIVISION PHASE II WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.E.W.S.C HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION. N.A.W.S.C. HAS A FOUR (4) WATERLINES LOCATED ON THE EAST SIDE OF THE STUBBED OUT STREETS (GETTYSBURG STREET, NORMANDY STREET, WATERLOO STREET AND GRUNWALD STREET) CONSTRUCTED IN LA VICTORIA SUBDIVISION PHASE I. N.A.W.S.C. ALSO HAS AN EXISTING 6" DIAMETER WATERLINE LOACATED ON THE EAST SIDE OF LA VICTORIA ROAD.

THE WATER SYSTEM FOR LA VICTORIA SUBDIVISION PHASE II, CONSIST OF A 8" DIAMETER WATERLINE THAT TAPS INTO THE EXISTING 6" DIAMETER WATERLINE. THE 8" DIAMETER WATERLINE RUNS WEST ON THE NORTH SIDE OF GOLIAD STREET. IT TURNS SOUTH AND RUNS ALONG THE EAST SIDE OF GETTYSBURG STREET, ENDING WITH A 2" FLUSH VALVE AT THE SOUTHWEST CORNER OF LOT 166. FROM THE EXISTING 8" DIAMETER WATERLINES LOCATED ON GETTYSBURG STREET, NORMANDY STREET, WATERLOO STREE, AND GRUNWALD STREET, FOUR (4) 8" DIAMETER WATERLINES RUN SOUTH ALONG THE EAST SIDE OF THE STREETS AND CONNECT WITH THE 8" DIAMETER WATERLINE LOCATED ALONG THE NORTH SIDE OF GOIAD STREET.

FROM THE 8" DIAMETER WATERLINES, THERE ARE FORTY-ONE (41) 1" DIAMETER DUAL SERVICE LINES RUN TO PAIR OF LOTS BEFORE SPLITTING INTO TWO 3/4" SERVICE LINES AND THREE (3) 3/4" DIAMETER SINGLE SERVICE LINES. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT. FROM THE 6" DIAMETER WATERLINE, THERE ARE TWO (2) 1" DIAMETER DUAL SERVICE LINES RUN TO PAIR OF LOTS BEFORE SPLITTING INTO TWO 3/4" SERVICE LINES AND ONE (1) 3/4" DIAMETER SINGLE SERVICE LINES. SAID SERVICES TERMINATE AT THE WATER METER BOXES FOR EACH LOT.

THE 8" LINE, THE DUAL SERVICES, AND THE METER BOXES HAVE ALREADY BEEN INSTALLED, AT A TOTAL COST OF $ 91,698.00, OR $ 1,018.87 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $ 69,350.00, WHICH COVERS THE $ 770.56 COST PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED TWO (2) FIRE HYDRANTS AT A UNIT COST OF $ 2,500.00 FOR A TOTAL COST OF $ 5,000.00. THE ENTIRE WATER FACILITIES HAVE BEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description and Costs.

LA VICTORIA SUBDIVISION PHASE II WILL BE TREATED BY WASTEWATER SERVICE FROM THE CITY OF DONNA. THE SUBDIVIDER AND THE CITY OF DONNA HAVE ENTERED INTO A CONTRACT IN WHICH THE CITY OF DONNA HAS PROMISED TO TREATE THE SUFFICIENT WASTEWATER FOR AT LEAST 30 YEARS AND THE CITY OF DONNA HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WASTEWATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION. N.A.W.S.C. HAS A FIVE EXISTING 8" DIAMETER SEWER LINES LOCATED ON THE WEST SIDE OF THE STUBBED OUT STREETS (GETTYSBURG STREET, NORMANDY STREET, WATERLOO STREET, GRUNWALD STREET, AND VICTORIA ROAD) CONSTRUCTED IN LA VICTORIA SUBDIVISION PHASE I.

LA VICTORIA SUBDIVISION PHASE II SANITARY SEWER LAYOUT CONSIST OF AN 8" P.V.C. SEWER LINE THAT CONNECTS TO THE EXISTING 8" P.V.C. SEWER LINE LOCATED ON THE WEST SIDE OF GETTYSBURG STREET. THE 8" P.V.C. SEWER LINE RUNS SOUTH 613.00 FEET, ENDING WITH A MANHOLE NEAR THE SOUTHEAST CORENER OF LOT 165. NEAR THE NORTHEAST CORNER OF LOT 164, AN 8" P.V.C. SEWER LINE RUNS EAST 1,103.00 FEET ALONG THE SOUTH SIDE OF GOLIAD STREET, ENDING WITH A MANHOLE NEAR THE NORTH EAST CORNER OF LOT 182.
AN ADDITIONAL 8" P.V.C. SEWER LINE CONNECT TO THE EXISTING 8" P.V.C. SEWER LINE ON NORMANDY STREET AND RUN SOUTH 435.00 FEET ALONG THE WEST SIDE OF NORMANDY STREET, ENDING WITH A MANHOLE NEAR THE SOUTHEAST CORNER OF LOT 146.
AN ADDITIONAL 8" P.V.C. SEWER LINE CONNECT TO THE EXISTING 8" P.V.C. SEWER LINE ON WATERLOO STREET AND RUN SOUTH 435.00 FEET ALONG THE WEST SIDE OF WATERLOO STREET, ENDING WITH A MANHOLE NEAR THE SOUTHEAST CORNER OF LOT 130.
AN ADDITIONAL 8" P.V.C. SEWER LINE CONNECT TO THE EXISTING 8" P.V.C. SEWER LINE ON GRUMWALD STREET AND RUN SOUTH 435.00 FEET ALONG THE WEST SIDE OF GRUMWALD STREET, ENDING WITH A MANHOLE NEAR THE SOUTHEAST CORNER OF LOT 114.
AN ADDITIONAL 8" P.V.C. SEWER LINE CONNECT TO THE EXISTING 8" P.V.C. SEWER LINE ON VICTORIA ROAD AND RUN SOUTH 435.00 FEET ALONG THE WEST SIDE OF VICTORIA ROAD, ENDING WITH A MANHOLE NEAR THE SOUTHEAST CORNER OF LOT 98
FROM THE 8" P.V.C. SEWER LINES, NINETY (90) 4" DIAMETER SEWER SERVICE LINES RUN FOR EACH LOT.

THE 8" P.V.C. SEWER LINE, 4" SERVICE LINE AND SANITARY SEWER MANHOLES HAVE BE INSTALLED, AT A TOTAL COST OF $ 112,820.00 OR $ 1,253.56 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID THE CITY OF DONNA THE SUM OF $ 22,500.00 WHICH COVERS THE $ 250.00 PER LOT AS STATED IN THE 30 YEAR WASTE WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE SERVICES AND ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO THE CITY OF DONNA. THE ENTIRE WASTE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY THE CITY OF DONNA AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COSTS TO INSTALL WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 161,048.00 WHICH EQUALS TO $ 1,789.42 PER LOT.
SEWAGE FACILITIES – THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $ 135,320.00 WHICH EQUALS TO $ 1,503.56 PER LOT.

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E. 7-15-14
ALFONSO QUINTANILLA — DATE
P.E. No. 95534

REPORTE FINAL DE INGENIERIA PARA LA VICTORIA SUBDIVISION PHASE II:

PROVISION DE AGUA: Descripcion y Costos.

LA SUBDIVISIÓN LA VICTORIA SUBDIVISION PHASE II RECIBIRÁ SU PROVISIÓN DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISIÓN Y N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE AGUA POR LOS PRÓXIMOS 30 AÑOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN. N.A.W.S.C. CUENTA CON CUATRO LÍNEAS DE AGUA EXISTENTE DE 8" DE DIAMETRO QUE CORRE POR EL LADO ESTE DE LAS CALLES (GETTYSBURG STREET, NORMANDY STREET, WATERLOO STREET Y GRUNWALD STREET) CONSTRUIDO EN LA VICTORIA SUBDIVISION PHASE I Y EXISTENTE DE 6" DE DIAMETRO QUE CORRE POR EL LADO ESTE DE LA CALLE VICTORIA ROAD.

EL SISTEMA DE AGUA PARA LA VICTORIA SUBDIVISION PHASE II, CONSISTE DE UNA LÍNEA DE 8" DE DIAMETRO QUE SE CONECTA CON LA LÍNEA DE AGUA EXISTENTE DE 6" DE DIAMETRO Y CORRE HACIA EL OESTE POR EL LADO NORTE DE LA GOLIAD STREET. LA LÍNEA DE AGUA DE 8" DE DIAMETRO VOLTEA SUR Y CORRE POR EL LADO ESTE LA CALLE GETTYSBURG STREET, TERMINANDO CON UNA VALVULA EN LA ESQUINA SUROESTE DE LOTE 166. LOS LINAS DE AGUA LOCALIZADO EN EL LADO ESTE DE GETTYSBURG STREET, NORMANDY STREET, WATERLOO STREET, Y GRUNWALD STREET, CUATRO (4) LÍNEAS DE AGUA DE 8" DE DIAMETRO CORREN SUR POR EL LAD ESTE DE LAS CALLES Y CONNECTA CON LA LÍNEA DE AGUA DE 8" DE DIAMETRO LOCALIZADO POR EL LADO NORTE DE GOLIAD STREET.

DEL CONDUCTO DE AGUA DE 8 PULGADAS SE PRODUCEN CUARENTA Y UNO (41) DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO QUE SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA Y TRES (3) CONDUCTOS INDIVIDUALES DE AGUA DE 3/4" DE PULGADA DE DIAMETRO PARA CADA LOTE.
DEL CONDUCTO DE AGUA DE 6 PULGADAS SE PRODUCEN DOS (2) DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO QUE SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA Y UNO (1) CONDUCTOS INDIVIDUALES DE AGUA DE 3/4" DE PULGADA DE DIAMETRO PARA CADA LOTE.

LA LÍNEA DE AGUA DE 8 PULGADAS, LOS DOBLE–CONDUCTOS DE AGUA DE 1 PULGADA DE DIÁMETRO, Y LOS MEDIDORES MECÁNICOS DE AGUA A UN COSTO TOTAL DE US$ 91,698.00 O US$ 1,018.87 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIEN LE HA PAGADO A LA COMPAÑÍA N.A.W.S.C. $ 69,350.00 QUE CUBRE EL COSTO DEL MEDIDOR MECÁNICO DE AGUA PARA CADA LOTE, $ 770.56. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACIÓN DE CADA MEDIDOR Y LOS GASTOS DE CONEXIÓN. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑÍA N.A.W.S.C. LO INSTALARA SIN ALGÓN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO DOS (2) BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE US$ 2,500.00 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL US$ 5,000.00. EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

SERVICIO DE DRENAJE: Descripcion y Costos.

LA SUBDIVISIÓN LA VICTORIA SUBDIVISION PHASE II RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO DEL CIUDAD DE DONNA. EL DUEÑO DE LA SUBDIVISIÓN Y EL CIUDAD DE DONNA HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISIÓN RECIBIRÁ SU PROVISIÓN DE DRENAJE SANITARIO POR LOS PRÓXIMOS 30 AÑOS. EL CIUDAD DE DONNA HA PRESENTADO DOCUMENTACIÓN PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE DRENAJE SANITARIO ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISIÓN.

EL SISTEMA SANITARIO PARA LA SUBDIVISION LA VICTORIA SUBDIVISION PHASE II, CONSISTE DE UNA LINEA DE DRENAJE DE 8" DE DIÁMETRO QUE SE CONECTA CON LA LINEA DE DRENAJE SANITARIO EXISTENTE DE 8" LOCALIZADO EN LA CALLE GETTYSBURG STREET. LA LINEA DE DRENAJE DE 8" CORRE 613.00 FEET, TERMINANDO CON UNA ALCANTARILLA LOCALIZADO EN EN LA ESQUINA NORESTE DE LOTE 165. EN LA ESQUINA NORESTE DE LOTE 164, OTRA LINEA DE DRENAJE DE 8" DE DIAMETRO CORRE ESTE 1,103.00 PIES POR EL LADO SUR DE GOLIAD STREET, TERMINANDO CON UNA ALCANTARILLA LOCALIZADO EN LA ESQUINA NORESTE DE LOTE 182.
UNA LINEA ADICIONAL DE DRENAJE DE 8" DE DIAMETRO CONNECTA CON LA LINEA EXISTENTE DE DRENAJE DE 8" DE DIAMETRO EN NORMANDY STREET Y CORRE SUR 435.00 PIES POR EL LADO OESTE DE NORMANDY STREET, TERMINANDO DON UNA ALCANTARILLA LOCALIZADO EN LA ESQUINA SURESTE DE LOTE 146.
UNA LINEA ADICIONAL DE DRENAJE DE 8" DE DIAMETRO CONNECTA CON LA LINEA EXISTENTE DE DRENAJE DE 8" DE DIAMETRO EN WATERLOO STREET STREET Y CORRE SUR 435.00 PIES POR EL LADO OESTE DE WATERLOO STREET, TERMINANDO DON UNA ALCANTARILLA LOCALIZADO EN LA ESQUINA SURESTE DE LOTE 130.
UNA LINEA ADICIONAL DE DRENAJE DE 8" DE DIAMETRO CONNECTA CON LA LINEA EXISTENTE DE DRENAJE DE 8" DE DIAMETRO EN GRUNWALD STREET Y CORRE SUR 435.00 PIES POR EL LADO OESTE DE GRUMWALD STREET, TERMINANDO DON UNA ALCANTARILLA LOCALIZADO EN LA ESQUINA SURESTE DE LOTE 114.
UNA LINEA ADICIONAL DE DRENAJE DE 8" DE DIAMETRO CONNECTA CON LA LINEA EXISTENTE DE DRENAJE DE 8" DE DIAMETRO EN VICTORIA ROAD Y CORRE SUR 435.00 PIES POR EL LADO OESTE DE VICTORIA ROAD, TERMINADO DON UNA ALCANTARILLA LOCALIZADO EN LA ESQUINA SURESTE DE LOTE 98.
DE ESTAS LÍNEAS DE DRENAJE SANITARIO DE 8 PULGADAS SESENTA NOVENTA (90) LÍNEAS DE SERVICIO DE 4 PULGADAS SERÁN EXTENDIDAS HA CADA LOTE.

LA LÍNEAS DE 8 PULGADAS, DE 4 PULGADAS Y ALCANTARILLAS HAN SIDO INSTALADAS, HA UN COSTO TOTAL DE US$ 112,820.00 O US$ 1,253.56 POR LOTE. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN LE HA PAGADO A LA COMPAÑÍA EL CIUDAD DE DONNA UN COSTO TOTAL DE US$ 22,500.00, O US$ 250.00 POR LOTE. EL SISTEMA DE DRENAJE SANITARIO ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO

CERTIFICACION

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISIÓN RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCIÓN 16.343 DEL TEXAS WATER CODE (CÓDIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO CON EL MEDIDOR MECÁNICO DE AGUA QUE COSTARA UN TOTAL DE $ 161,048.00 O US$ 1,789.42 POR LOTE

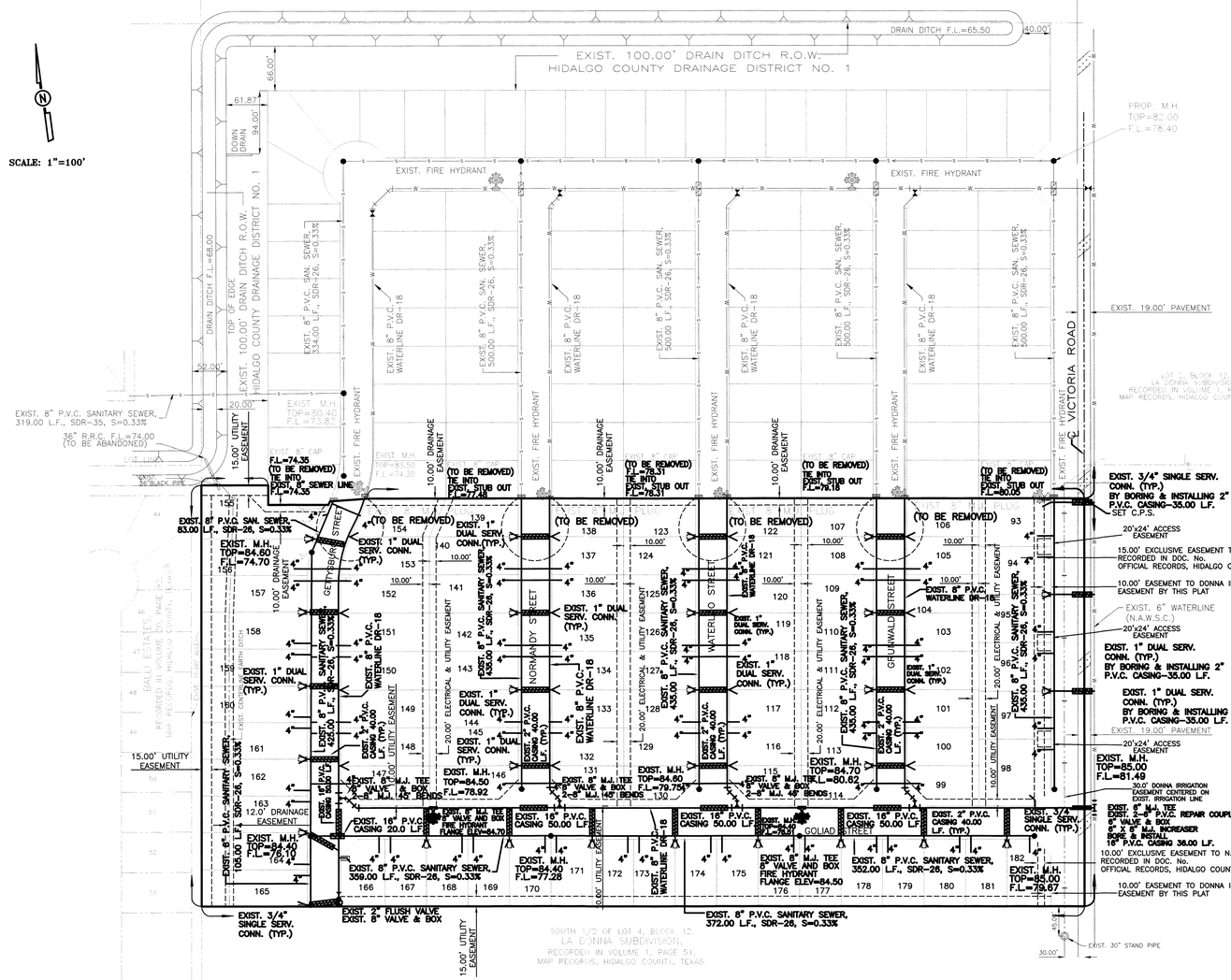
DRENAJE: SE ESTIMA QUE EL DRENAJE COSTARA UN COSTO TOTAL DE US$ 135,320.00 O US$ 1,503.56 POR LOTE.

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E. 7-15-14
ALFONSO QUINTANILLA — DATE
P.E. No. 95534

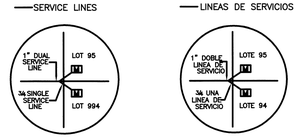
MAP OF WATER DISTRIBUTION SYSTEM/ MAPA DE DISTRIBUCION DE AGUA

SCALE: 1"=100'



WATER METER BOX — 6" WATER SUPPLY LINE — SERVICE LINES

CAJA DE MEDIDOR DE AGUA — 6" LINEA DE AGUA — LINEAS DE SERVICIOS



SUBDIVIDER CERTIFICATION

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

PAUL DANIEC–PRESIDENT

I.– I (WE), BENCHMARK FARMS & RANCHES, INC., SUBDIVIDERS OF **LA VICTORIA SUBDIVISION PHASE II** HEREBY CERTIFY SEWER FEES. AS APPLICABLE, HAVE BEEN PAID AND COPIES OF RECIDPTS ARE ON FILE WITH THE HIDALGO COUNTY PLANNING DEPARTMENT AND THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

Paul Daniec 7-15-14
PAUL DANIEC–PRESIDENT — DATE
BENCHMARK FARMS & RANCHES, INC.
P.O. BOX 720821
McALLEN, TX. 78504
(956) 386–1507

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared PAUL DANIEC–PRESIDENT OF BENCHMARK FARMS & RANCHES INC.proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that she executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this 15th day of July, 2014

LILIA A. QUINTANILLA · MY COMMISSION EXPIRES July 23, 2016

Lilia A. Quintanilla
LILIA A. QUINTANILLA– NOTARY PUBLIC

COST ESTIMATE

WATER DISTRIBUTION:	$ 91,698.00
DRAINAGE IMPROVEMENTS:	$ 48,840.00
DRAINAGE IMPROVEMENTS: (ESCROWED)	$ 13,870.00
PAVING IMPROVEMENTS:	$ 216,498.00
PAVING IMPROVEMENTS: (ESCROWED)	$ 8,288.00
SANITARY SEWER	$ 112,820.00

THE COUNTY OF HIDALGO · TEXAS

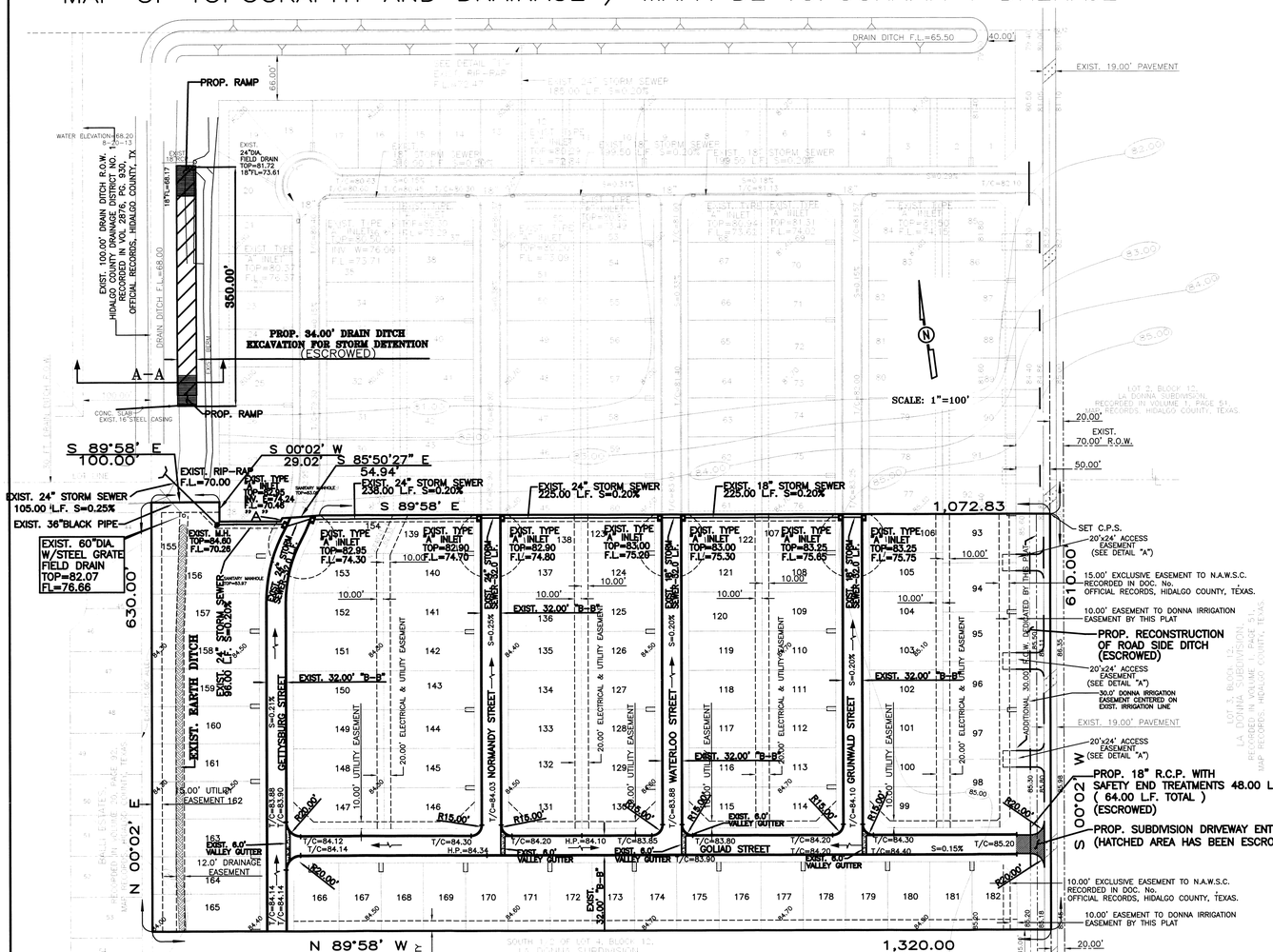
FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

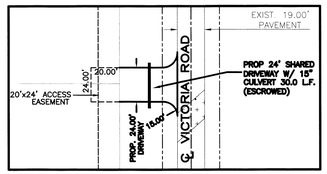
ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00
LAND SURVEYORS
PHONE 956–381–6480
FAX 956–381–0527
OFFICE@QHAENGINEERING.COM

SHEET NO.	FILENAME: F:\DATA\SUBDIVS\DONNA\LA VICTORIA\B–PLAT			
2 OF 3	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	MAY. 12, 2005.	MARTHA G.		
	DATE REVISED		CHECKED BY	APPROVED BY

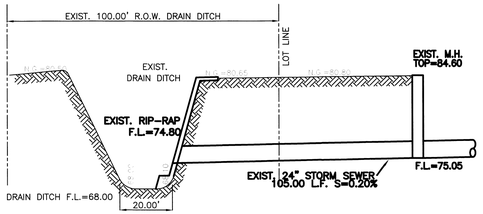
MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE





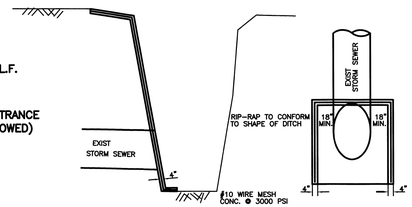
SHARED DRIVEWAY DETAIL "A"

SCALE: 1"=50'



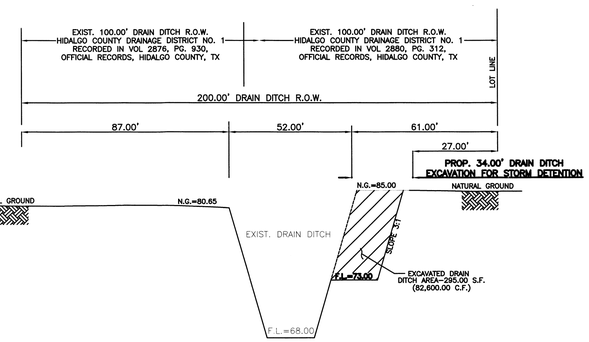
STORM SEWER OUTFALL DETAIL

NOT TO SCALE

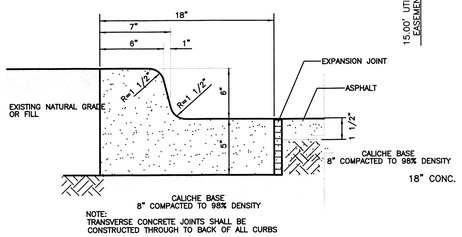


RIP-RAP DETAIL

NOT TO SCALE

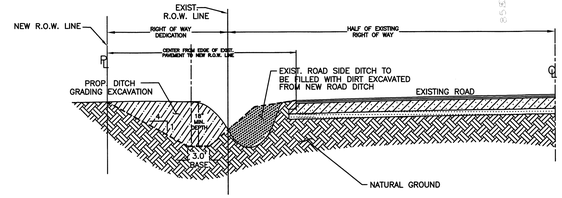


DRAIN DITCH CROSS SECTION A-A



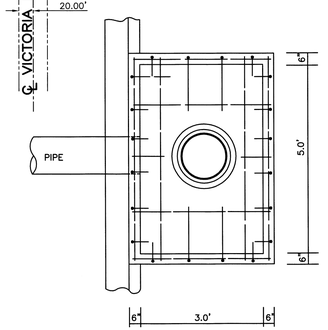
INTEGRAL CURB & GUTTER

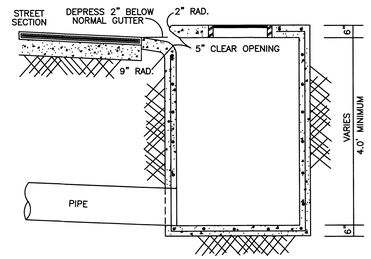
NOT TO SCALE



RECONSTUCTION OF ROAD SIDE DITCH

NOT TO SCALE

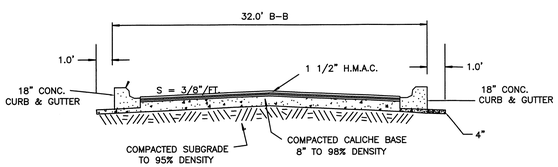




- ALL REINFORCING TO BE No. 4 REBAR 12" O.C. EACH WAY
- RING AND COVER TO BE ALAMO 860-22 OR EQUAL (20 3/8" A.D. 150)

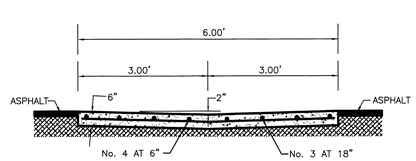
TYPE "A" INLET DETAIL

NOT TO SCALE



STREET SECTION

N.T.S.



CONC. VALLEY GUTTER

N.T.S.

SUBDIVISION PLAT OF:

LA VICTORIA SUBDIVISION PHASE II

AN 18.51 ACRE TRACT OF LAND OUT OF LOT 4 BLOCK 11, LA DONNA PLAT SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 51, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1414081, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO

DRAINAGE REPORT FOR LA VICTORIA SUBDIVISION PHASE II

La Victoria Subdivision Phase II is a 18.51 acre tract of land out of Lots 1 and 4 Block 11, La Donna Plat Subdivision, according to the map or plat thereof recorded in Volume 1, Page 51, map records, Hidalgo County, Texas, and according to warranty deed recorded under County Clerk's Document number 1414081, official records, Hidalgo County, Texas. This subdivision is located on the south side of La Victoria Subdivision Phase I and north of Lott Road and on the West side of Victoria Road. This subdivision is located within the ETJ of the City of Donna. The site is agriculture. The proposed subdivision will consist of 92 residential lots

The tract is Zone "B" as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0525 B, dated on January 2, 1981.

The majority of the soil is fine sandy loam, sandy clay loam, and clay loam. This soil is well drained. Permeability is moderate. Plasticity Index has a range of 4-23. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has very minimal runoff. The existing runoff for the proposed subdivision is Q= 5.92 cubic feet per second based on a 10-year storm.

After development the runoff will be Q= 26.70 cubic feet per second for an increase of Q= 20.78 cubic feet per second. Detention will be 77,351.79 cubic feet (1.78 acre feet). Drainage will be detained by excavating the drainage ditch to amount required or more. Any excess runoff will flow into a proposed storm sewer line consisting of 18" and 24" pipe with type "A" inlets that drains West into the East Donna Drain.

THE COUNTY DRAINAGE DITCH FLOWS NORTH THEN EAST. THE DRAINAGE DITCH CARRIES WATER EASTWARD WHERE IT EMPTIES INTO LAGUNA MADRE. THE 10 YEAR FLOOD IS CONTAINED WITHIN THE RIGHT-OF-WAY OF STREET AND WITHIN THE DRAINAGE SWALES OF THE SUBDIVISION AS SHOWN BELOW. A RESTRICTIVE COVENANT (SET OUT ON SHEET 1 UNDER PLAT NOTES AND RESTRICTIONS) PROHIBITS THE CONSTRUCTION OF RESIDENTIAL HOUSING IN ANY AREA OF THE SUBDIVISION THAT IS IN A FLOODPLAIN UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968. AS FURTHER NOTED ON SHEET 1, THE FINISHED FLOOR ELEVATION OF EACH HOUSE IS REQUIRED TO BE AT LEAST 18 INCHES ABOVE THE TOP OF THE AVERAGE HEIGHT OF THE CURB IN FRONT OF THE LOT. THESE MEASURES PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS, AVOID CONCENTRATING RUNOFF ONTO OTHER LOTS, AND COORDINATE INDIVIDUAL LOT DRAINAGE WITH THE GENERAL STORM DRAINAGE PATTERN FOR THE AREA. THE MAP BELOW ILLUSTRATES THE FLOW PATTERNS FOR THE RUNOFF.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100-YEAR FLOODPLAIN FOR ZONE "B" [AREAS BETWEEN LIMITS OF THE 100-YEAR AND 500- YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100- YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAIN- AGE AREA IS LESS THAN ONE (1) SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. (MEDIUM SHADING)] AS DESCRIBED IN COMMUNITY PANEL NUMBER 480334 0525 B (JANUARY 2, 1981) IS CONTAINED WITHIN THE RIGHT-OF-WAY OF STREET AND WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

STATE OF TEXAS ALFONSO QUINTANILLA 85534 LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E. 7-15-14

ALFONSO QUINTANILLA P.E. No. 85534 — DATE

COST ESTIMATE

WATER DISTRIBUTION:	$ 91,698.00
DRAINAGE IMPROVEMENTS:	$ 48,840.00
DRAINAGE IMPROVEMENTS: (ESCROWED)	$ 13,870.00
PAVING IMPROVEMENTS:	$ 216,498.00
PAVING IMPROVEMENTS: (ESCROWED)	$ 8,288.00
SANITARY SEWER	$ 112,820.00

FLOW DIRECTION OF WATER

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

SHEET NO. 3 OF 3	FILENAME: F:\DATA\SUBDIVS\DONNA\LA VICTORIA\B-PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	MAY. 12, 2005.	MARTHA G.		
	DATE REVISED		CHECKED BY	APPROVED BY

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 08-25-2014

PROPOSED SAN PABLO SUBDIVISION, PRECINCT No. 4

ENGINEER: QUINTANILLA, HEADLEY & ASSOC. DEVELOPER: TILLMIN WELCH

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: 56 ☒*SINGLE FAMILY _____ ☐*MULTI-FAMILY _____ ☐COMMERCIAL _____ ☐INSTITUTION

LOCATION DESCRIPTION: South of Alberta Road approximately 1 mile East of Tower Road

SUBDIVISION LIES WITHIN THE: ☒*The Rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: 05-14-2013 PROPERTY LIES WITHIN FLOOD ZONE: "C" AS PER FEMA.

DRAINAGE DESIGN: Via Storm Drainage Pipe System, discharging to a drain ditch on the East and South property line. Detention will be accomplished by widening the South drainage ditch to County specifications.

ROAD R.O.W. DEDICATION: No additional road Right of Way is required by plat. Alberta Rd complies with MPO map

H.C.R.O.W. FINAL APPROVED DATE: 07/30/2014: By Jesse Ozuna PCT. 4 R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: 08/07/2014 By, Elizardo "Chardo" Ramos Environmental Health Division Manager

SEWER SYSTEM: ☒OSSF & SOIL ANALYSIS WERE CONDUCTED BY: Jose Angel Gonzalez
☒OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: 08-07-14

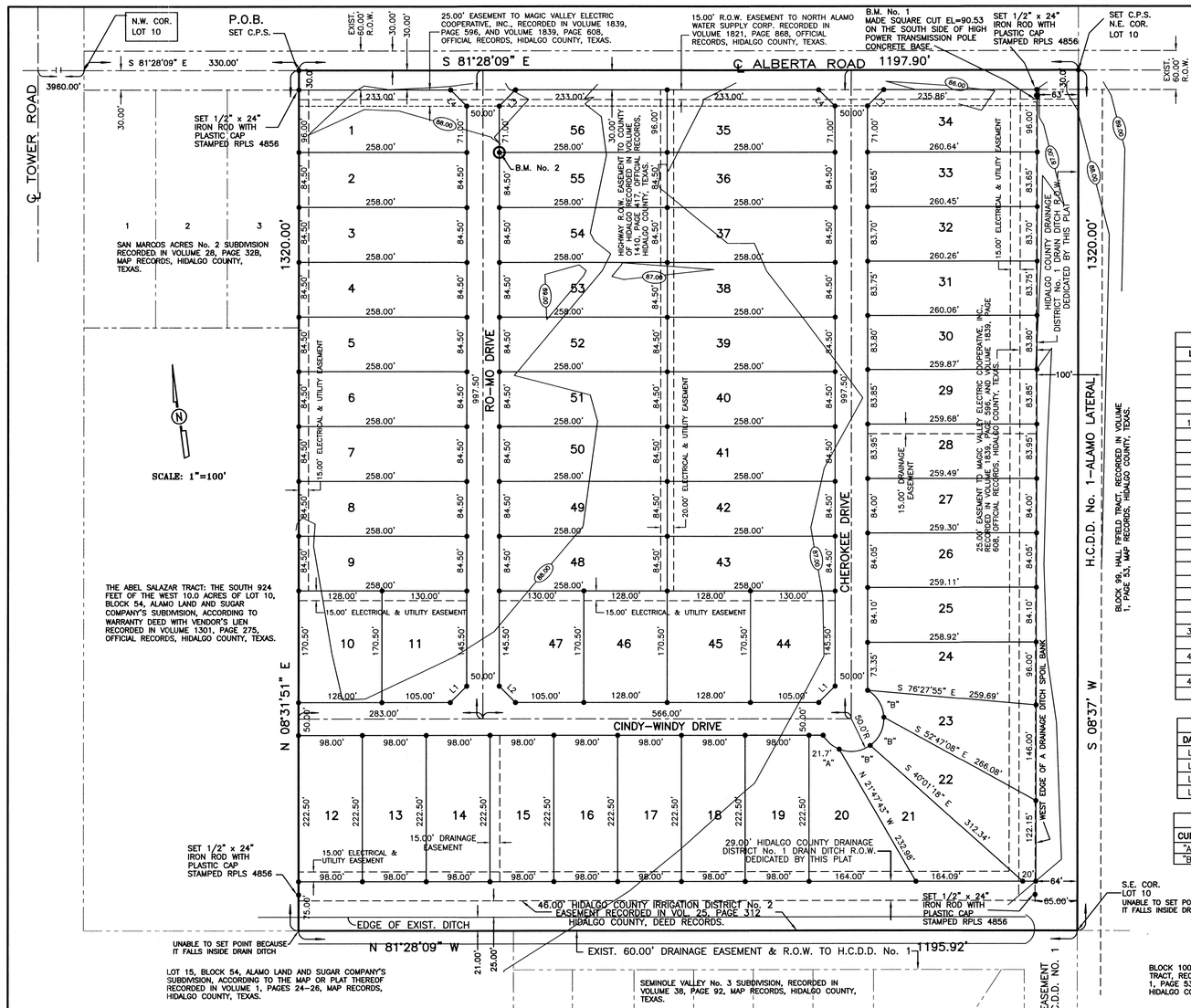
WATER SERVICE PROVIDER: N.A.W.S.C. LINE SIZE: 8" LOCATION: Alberta Rd.

H.C.O.E.C. FINAL APPROVED DATE: 08-13-2014: By Martin Ramirez, Environmental Compliance Coordinator
☒**LARGE CONSTRUCTION**
The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS' COURT ON: *JULY 09, 2013*

STAFF RECOMMENDS:
☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments.*
☒ **Final Approval** *subject to recommendations other departments*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*



AREA DATA TABLE		
LOT	AREA (S.F.)	AC.
1	24455.50	0.561
2–9	21801.00	0.501
10	21824.00	0.501
11	21852.50	0.502
12–19	21805.00	0.501
20	21820.40	0.501
21	21883.62	0.502
22	23789.29	0.546
23	21876.24	0.502
24	21915.70	0.503
25	21783.09	0.500
26	21786.22	0.500
27	21789.32	0.500
28	21792.40	0.500
29	21782.45	0.500
30	21785.45	0.500
31	21788.42	0.500
32	21791.37	0.500
33	21794.28	0.500
34	24719.09	0.567
35	24455.50	0.561
36–43	21801.00	0.501
44	21852.50	0.502
45–46	21824.00	0.501
47	21852.50	0.502
48–55	21801.00	0.501
56	24455.50	0.561

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	S 53°31'51" W	35.36'
L2	N 36°28'09" W	35.36'
L3	N 53°31'51" E	35.36'
L4	S 36°28'09" E	35.36'

CURVE DATA CHART				
CURVE	DELTA	RADIUS	LENGTH	CHORD
"A"	38°06'49"	50.00'	33.26'	32.65'
"B"	57°17'44"	50.00'	50.00'	47.94'

INDEX OF SHEETS

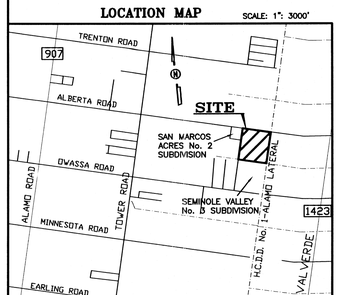
SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ: PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (METES AND BOUNDS): ENGINEER'S & SURVEYOR'S CERTIFICATION: NOTES AND RESTRICTIONS: OWNER'S DEDICATION, CERTIFICATION, PLAT ATTESTATION: COUNTY CLERK'S RECORDING CERTIFICATE: REVISION NOTES, HCDD NO. 1 CERTIFICATION, H.C. RIGHT OF WAY CERTIFICATE, NORTH ALAMO WSC STATEMENT, HEALTH DEPARTMENT HIDALGO COUNTY IRRIGATION DISTRICT NO 2 CERTIFICATE AND COUNTY JUDGE'S CERTIFICATION, REVISION NOTES.

SHEET 2.– ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT, REVISION NOTES.

SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION, CONSTRUCTION DETAILS, REVISION NOTES.

LOCATION MAP

SCALE: 1": 3000'



PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE " C "
AREAS OF MINIMAL FLOODING. (NO SHADING)
COMMUNITY–PANEL NUMBER 480334 0425 C
EFFECTIVE DATE: NOVEMBER 16, 1982
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.– LEGEND ● – DENOTES 1/2"x24" IRON ROD SET WITH PLASTIC CAP STAMPED R.P.L.S. 4856, UNLESS OTHERWISE NOTED.

3.– GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4.– NO COMMERCIAL USE SHALL BE ALLOWED ON ANY LOTS.

5.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

6.– MINIMUM BUILDING SETBACK LINES:

FRONT	25.00'
REAR	15.00'
SIDE	6.00'
CORNER SIDE	10.00
FRONT CUL–DE–SAC	15.00'

OR TO EASEMENT LINE WHICHEVER IS GREATER IN ALL CASES

7.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 137,176.23 CUBIC –FEET 3.15 ACRE FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No.3.

8.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.
B.M. No.1: ELEV. =90.53 SQUARE CUT MADE AT SOUTH SIDE OF HIGH POWER TRANSMISSION POLE CONCRETE BASE LOCATED 39.33 FEET SOUTH AND 63 FEET WEST FROM NORTHEAST CORNER OF THIS SUBDIVISION. N.A.V.D. 88 DATUM.
B.M. No.2– ELEVATION– 88.10 LOCATED ON 1/2" IRON ROD SET IN CONC. W/ DISK ON THE SOUTHWEST CORNER OF LOT 56.

10.– EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

11.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

12.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

13.– LOTS 1, 34, 35 & 56 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO ALBERTA ROAD.

14.– A 6.0' CHAINLINK FENCE SHALL BE INSTALLED ALONG THE NORTH SIDE AND THE WEST SIDE OF THE DRAIN DITCH R.O.W. FOR LOTS 12 THROUGH 34 BY LOT OWNER AT BUILDING PERMIT STAGE.
TILLMIN WELCH, PRESIDENT

15.– BUENA TIERRA DEVELOPMENT, INC, THE OWNER & SUBDIVIDER OF SAN PABLO SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSED OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 3 OF THIS PLAT.

16.– ON–SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY A SEPARATED DESIGN SHALL BE SUBMITTED FOR COMMERCIAL/MULTIFAMILY USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPT MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

SAN PABLO SUBDIVISION IS LOCATED IN MIDDLE HIDALGO COUNTY ON THE EAST SIDE OF TOWER ROAD AND SOUTH SIDE OF ALBERTA ROAD AND APPROXIMATELY 4290 FEET EAST OF ITS INTERSECTION. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF ALAMO, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF ALAMO (POPULATION 18,353), SAN PABLO SUBDIVISION LIES APPROXIMATELY 3.6 MILE FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S TWO–MILE EXTRA–TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERMENT CODE § 42.021. LIES IN PCT. 4

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
	TILLMIN WELCH, PRESIDENT				
OWNER:	BUENA TIERRA DEVELOPMENT, INC.	3714 S. EXPRESSWAY 281	EDINBURG, TX 78539	(956)386–0726	(956)380–4395
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381–6480	(956)381–0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956) 381–6480	(956)381–0527

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST. PHONE 956–381–6480
EDINBURG, TEXAS 78539 FAX 956–381–0527
ENGINEERING REGISTRATION NUMBER F–1513 OFFICE@QHAENGINEERING.COM
SURVEYING REGISTRATION NUMBER 100411–00

SUBDIVISION PLAT OF:

SAN PABLO SUBDIVISION

A 36.265 ACRE TRACT OF LAND BEING THE EAST 36.265 ACRES OF LOT 10, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24–26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2498872, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 36.265 ACRE TRACT OF LAND BEING THE EAST 36.265 ACRES OF LOT 10, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24–26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2498872, 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 ON THE NORTH LINE OF LOT 10 AND WITHIN THE RIGHT OF WAY OF ALBERTA ROAD FOR THE NORTHEAST CORNER OF THE SAN MARCOS ACRES No. 2 (RECORDED IN VOLUME 28, PAGE 32B, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT, SAID SPINDLE BEARS S 81°28'09" E, 330.00 FEET FROM THE NORTHWEST CORNER OF LOT 10.

THENCE; S 81°28'09" E, ALONG THE NORTH LINE OF LOT 10 AND WITHIN THE RIGHT OF WAY OF ALBERTA ROAD, A DISTANCE OF 1,197.90 FEET TO A COTTON PICKER SPINDLE SET FOR THE NORTHEAST CORNER OF LOT 10 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°37' W, ALONG THE EAST LINE OF LOT 10, PASSING AT 30.00 FEET THE SOUTH RIGHT OF WAY LINE OF ALBERTA ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO A POINT FOR THE SOUTHEAST CORNER OF LOT 10.

THENCE; N 81°28'09" W, ALONG THE SOUTH LINE OF LOT 10, A DISTANCE OF 1,195.92 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THE ABEL SALAZAR TRACT (THE SOUTH 924.00 FEET OF THE WEST 10.0 ACRES OF LOT 10, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 1301, PAGE 275, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°31'51" E, ALONG THE EAST LINE OF THE ABEL SALAZAR TRACT AND SAN MARCOS ACRES No. 2, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 55.00 FEET FOR THE NORTH LINE OF A DRAIN DITCH EASEMENT, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 1,290.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF ALBERTA ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 36.265 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH SEMINOLE VALLEY No.3 SUBDIVISION, RECORDED IN VOLUME 38, PAGE 92, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

ALFONSO QUINTANILLA 4856 REGISTERED PROFESSIONAL LAND SURVEYOR STATE OF TEXAS

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

5-2-13
DATE

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this 30th day of July 2014

TILLMIN WELCH, PRESIDENT
BUENA TIERRA DEVELOPMENT, INC.
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF SAN PABLO SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 20___.

ENVIRONMENTAL HEALTH DIVISION MANAGER _____ DATE _____

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, TILLMIN WELCH, PRESIDENT OF BUENA TIERRA DEVELOPMENT, INC, AS OWNER OF THE 36.265 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SAN PABLO SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

7-30-14
DATE

TILLMIN WELCH, PRESIDENT
BUENA TIERRA DEVELOPMENT, INC.
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared TILLMIN WELCH, PRESIDENT OF BUENA TIERRA DEVELOPMENT, INC.
proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this 30th day of July, 2014.

NEYDA S. RAMIREZ Notary Public, State of Texas My Commission Expires March 17, 2017

NEYDA S. RAMIREZ – NOTARY PUBLIC

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the SAN PABLO SUBDIVISION was reviewed and approved by the Hidalgo County Commissioners Court on _____, _____.

Hidalgo County Judge _____ date

ATTEST: Hidalgo County Clerk _____ date

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS, THE _____DAY OF _____, 20___.

PRESIDENT _____ ATTEST: SECRETARY _____

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHTS OF WAYS OR EASEMENTS.

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY: _____

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS ALFONSO QUINTANILLA 95534 LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E. 7-30-14
ALFONSO QUINTANILLA
P.E. No. 95534
DATE

THE COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

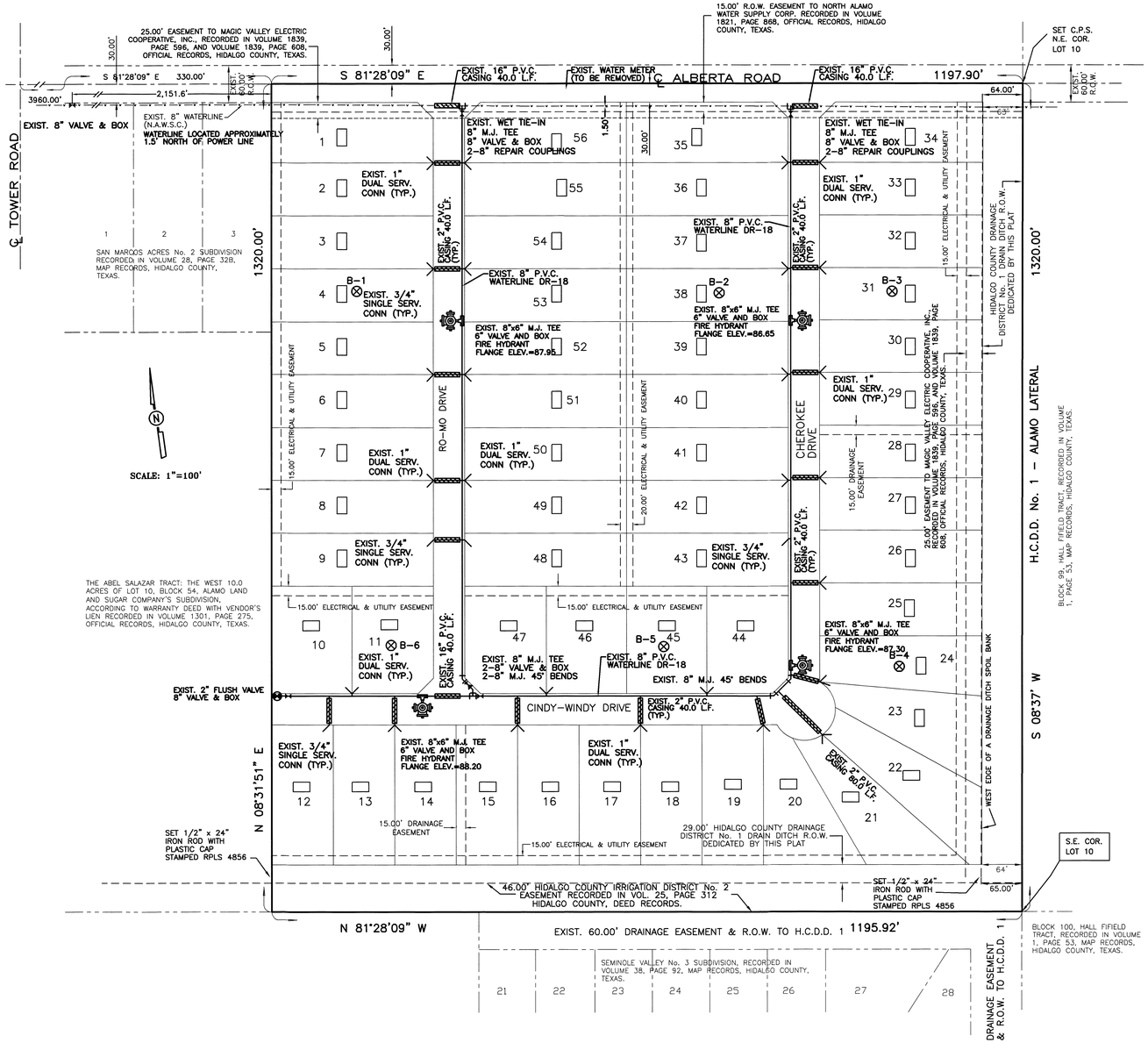
REVISION NOTES

No.	Sheet	REVISION	Date	Approved

SHEET NO. 1 OF 3 SHEETS

FILENAME : F:\DATA\SUBD\H.C.\SAN PABLO\PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
MAY 2, 2013	LG		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

MAP OF WATER DISTRIBUTION SYSTEM/ MAPA DE DISTRIBUCION DE AGUA



B-1 ⊗ TEST BORINGS

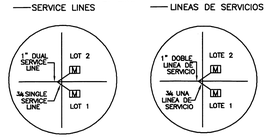
▭ SEPTIC TANK (OSSF)

COST ESTIMATE

WATER DISTRIBUTION:	$ 91,956.50
DRAINAGE IMPROVEMENTS:	$ 99,108.90
PAVING IMPROVEMENTS:	$ 235,185.00
SEPTIC TANK (OSSF):	$ 65,120.00

Ⓜ WATER METER BOX
8" WATER SUPPLY LINE
SERVICE LINES

Ⓜ CAJA DE MEDIDOR DE AGUA
8" LINEA DE AGUA
LINEAS DE SERVICIOS



SUBDIVIDER CERTIFICATION

1.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

TILLMIN WELCH, PRESIDENT
1.- I (WE), BUENA TIERRA HOLDINGS LLC SUBDIVIDERS OF **SAN PABLO SUBDIVISION** HEREBY CERTIFY SEWER PERMITS, AS APPLICABLE, HAVE BEEN PAID AND COPIES OF RECEIPTS ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS OF THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

TILLMIN WELCH, PRESIDENT
BUENA TIERRA HOLDINGS LLC
3714 S. EXPRESSWAY 281
EDINBURG TX, 78539

8-8-14
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared
TILLMIN WELCH, PRESIDENT OF BUENA TIERRA HOLDINGS, L.L.C.
proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this 8th day of August, 2014.

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2016.

LILIA A. QUINTANILLA– NOTARY PUBLIC

SAN PABLO SUBDIVISION

A 36.265 ACRE TRACT OF LAND BEING THE EAST 36.265 ACRES OF LOT 10, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2292506, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

FINAL ENGINEERING REPORT FOR SAN PABLO SUBDIVISION:
BY ALFONSO QUINTANILLA, P.E.

WATER SUPPLY: Description and Costs.

SAN PABLO SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION ("N.A.W.S.C."). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAVE PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THE SUBDIVISION. N.A.W.S.C. HAS AN EXISTING 8" DIAMETER WATERLINE RUNNING ALONG THE SOUTH SIDE OF ALBERTA ROAD.

THE WATER SYSTEM FOR SAN PABLO SUBDIVISION CONSIST OF AN 8" DIAMETER WATERLINE THAT CONNECTS TO THE SAID 8" WATERLINE ON ALBERTA ROAD AND RUNS SOUTH ON THE WEST SIDE OF CHAROKEE DRIVE. ON THE SOUTHEAST CORNER OF LOT 44, THE 8" DIAMETER WATERLIEN TURNS WEST AND RUNS ALONG THE NORTH SIDE OF CINCY-WINDY DRIVE, ENDING WITH A 2" FLUSH VALVE ON THE SOUTHWEST CORNER OF LOT 10.

AN 8" DIAMTER WATERLINE CONNECTS TO THE EXISTING 8" WATERLINE ON ALBERTA ROAD AND RUNS SOUTH ALONG THE EAST SIDE OF RO-MO DRIVE. THIS 8" DIAMTER WA TERLINE LOOPS BACK WITH THE PREVIOUS WATERLINE ON CINDY-WINDY DRIVE.

FROM THE 8" WATERLINE, TWENTY SIX (26) 1" DUAL WATER SERVICES RUN TO PAIRS OF LOTS BEFORE SPLITTING INTO 3/4" DIAMETER SINGLE SERVICES AND FOUR (4) 3/4" DIAMETER SINGLE SERVICES GOING TO THE METER BOXES FOR EACH LOT.

THE 8" DIAMETER WATERLINE, THE 1" DUAL SERVICE LINES, THE 3/4" SINGLE SERVICE LINES, AND THE WATER METER BOXES HAVE BEEN INSTALLED AT A TOTAL COST OF $ 91,956.50 OR $ 1,642.08 PER LOT. IN ADDITION, THE SUBDIVIDER WILL PAY N.A.W.S.C. THE SUM OF $ 20,400.00 OR $ 364.29 PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METER, RIGHTS ACQUISITION FEES AND ALL MEMBERSHIPS OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. . UPON REQUEST BY THE LOT OWNER OF A LOT, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER HAS INSTALLED FOUR (4) FIRE HYDRANTS AT A UNIT COST OF $ 2,600.00 FOR A TOTAL COST OF $ 10,400.00 . THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: Description and Costs.

SEWAGE FROM SAN PABLO SUBDIVISION, IS TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS:

EACH LOT IN THE SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE THE UNITED STATES OF AGRICULTURE SOIL CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A FINE SANDY LOAM. THE SITE EVALUATOR (LICENSE NUMBER OS 12258) HAD SIX (6) TEST BORINGS MADE AT OPPOSITE AREAS OF THE SUBDIVISION AT THE CENTERS OF LOTS 4, 11, 24, 31, 38 AND 45. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA.) THE SOIL REPORT AS PREPARED BY THE SITE EVALUATOR (LICENSE NUMBER OS 12258) INDICATES A CLAY LOAM AND SANDY CLAY LOAM (WITH TEXURE CLASS II) EXTENDING MORE THAN 24" BELOW THE BOTTOM OF ANY EXIST. EXCAVATIONS. THE SUBDIVISION DRAINS WELL, THE 10-YEAR STORM BEING CONTAINED WITHIN THE STREET AND THE DRAINAGE EASEMENTS.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $ 1,162.86, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $ 65,120.00. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON AUGUST 7, 2014.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE.I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL CONSTRUCTED WATER AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THESE FACILITIES ARE FULLY CONSTRUCTED, WITH INSTALLATION OF WATER METERS, AT A TOTAL COST OF $ 112,356.50 OR $ 2,006.37 PER LOT.

SEWAGE FACILITIES– THESE FACILITIES FULLY CONSTRUCTED WILL COST A GRAND TOTAL OF $ 65,120.00 WHICH EQUALS TO $ 1,162.86 PER LOT.

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E. 95534 — P.E.

8-8-14
DATE

REPORTE FINAL DE INGENIERIA PARA LA SUBDIVISION SAN PABLO SUBDIVISION:
POR ALFONSO QUINTANILLA, P.E.

PROVISION DE AGUA: Descripcion y Gastos.

SAN PABLO SUBDIVISION SERA PROVISTA DE AGUA POTABLE POR LA COMPAÑIA DE AGUA DE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). EL DUEÑO DE LA SUBDIVISION Y LA COMPAÑIA DE AGUA N.A.W.S.C. SE HAN COMPROMETIDO A PROVEER DE AGUA SUFICIENTE A LA SUBDIVISION POR UN PERIODO DE 30 AÑOS. LA COMPAÑIA DE AGUA N.A.W.S.C. HA PRESENTADO LA DOCUMENTACION DEMOSTRANDO LA DISPONIBILIDAD DE CANTIDAD Y CALIDAD DE AGUA A LARGO PLAZO QUE SERVIRA PARA EL FUTURO DESARROLLO DE LA SUBDIVISION. N.A.W.S.C. TIENE UN LINEA EXISTENTE DE 8" DE DIAMETRO DE AGUA QUE CORRE POR EL LADO SUR DE ALBERTA ROAD..

EL SISTEMA DE AGUA PARA SAN PABLO SUBDIVISION CONSISTE DE UNA LINEA DE AGUA DE 8" DE DIAMETRO QUE SE CONNECTA CON LA LINEA EXISTENTE DE AGUA DE 8" DE DIAMETRO Y CORRE SUR POR EL LADO OESTE DE LA CHEROKEE DRIVE. EN LA ESQUINA SUDESTE, LA LINEA DE AGUA DE 8" DE DIAMETRO VOLTEA OESTE Y CORRE POR EL LADO NORTE DE LA CALLE CINDY-WINDY DRIVE, TERMINANDO CON UNA VALVULA DE 2" EN LA ESQUINA SUROESTE DE LOTE 10.

OTRA LINEA DE AGUA DE 8" DE DIAMETRO SE CONNECTA CON LA LINEA EXISTENTE DE AGUA DE 8" DE DIAMETRO EN ALBERTA ROAD Y CORRE SUR POR EL LADO ESTE DE LA CALLE RO-MO DRIVE. EN LA ESQUINA SUROESTE DE LOTE 47 ESTA LINEA DE AGUA DE 8" DE DIAMETRO CONNECTA CON LA LINEA DE AGUA DE 8" DE DIAMETRO QUE CORRE POR EL LADO NORTE DE LA CALLE EL CINDY-WINDY DRIVE.

DE LA LINEA DE 8" DE DIAMETRO, SE DESPRENDEN VENTISEIS (26) SERVICIOS DOBLES DE 1" DE DIAMETRO QUE CORREN EN PARES HACIA LOS LOTES PARA DESPUES DIVIDIRSE EN DOS SERVICIOS SENCILLOS DE 3/4" DE PULGADA, Y CUATRO (4) SERVICIOS SENCILLOS DE 3/4" QUE VAN HACIA LOS MEDIDORES DE CADA LOTE.

LA LINEA DE 8" DE DIAMETRO, LAS LINEAS DE SERVICIO DOBLE DE 1" DE DIAMETRO, LAS LINEAS DE SERVICIO SENCILLO DE 3/4" DE DIAMETRO Y LAS CAJAS DE LOS MEDIDORES DE AGUA HA SIDO INSTALARON A UN COSTO TOTAL DE US$ 91,956.50 O US$ 1,642.08 POR LOTE. ADICIONALMENTE, EL DUEÑO DE LA SUBDIVISION PAGARA A N.A.W.S.C. LA CANTIDAD DE US$ 20,400.00 O US$ 364.29 POR SOLAR DE ACUERDO AL CONTRATO Y DOCUMENTO DE 30 AÑOS DE SERVICIO DE AGUA POTABLE EL CUAL CUBRE LOS MEDIDORES DE AGUA, INSTALACION, CONEXION Y MEMBRESIAS. CUANDO EL DUEÑO DE CADA LOTE SOLICITE UN MEDIDOR DE AGUA, LA COMPAÑIA N.A.W.S.C. LO INSTALARA SIN ALGÚN GASTO AL DUEÑO. EL DUEÑO DE LA SUBDIVISIÓN TAMBIÉN HA INSTALADO CUATRO (4) BOCAS DE RIEGO (FIRE HYDRANT) A UN COSTO DE US$ 2,600.00 POR CADA UNO CUAL GASTA UNA CANTIDAD TOTAL US$ 10,400.00 . EL SISTEMA DE AGUA ESTARÁ EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISIÓN SEA REGISTRADA EN EL CONDADO DE HIDALGO.

DRENAJE: Descripcion y Gastos.

EL DRENAJE DE SAN PABLO SUBDIVISION, TENDRA FOSAS SEPTICAS INDIVIDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORMAL, CON DOBLE COMPARTIMIENTO DE FOSA SEPTICA (OSSF) Y UN CAMPO DE DRENAJE EN CADA SOLAR. EL EVALUADOR (LIC# OS 12258) DE ENSUCIE HA INSPECCIONADO, EVALUADO Y REPORTADO QUE LA UBICACION DE LA SUBDIVISION ES CONVENIENTE PARA FOSAS SEPTICAS (OSSF). EL INFORME FUE EXAMINADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO.

CADA SOLAR EN LA SUBDIVISION MIDE MEDIO ACRE DE TAMAÑO. EL LIBRO DE SERVICIOS Y CONSERVACION DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA) INDICA UNA MEZCLA DE BARRO ARENOSO. EL EVALUADOR (LIC# OS 12258) HIZO SIEZ (6) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES 4, 11, 24, 31, 38 Y 45. (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES MUY UNIFORME DENTRO DEL AREA DELIMITADA). EL SUELO ES UN MARGA DE BARRO ARENOSO Y MARGA DE BARRO (CON TEXTURA CLASE II) EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION POR EL EVALUADOR (LIC# OS 12258). NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS DE FONDO DE LAS EXCAVACIONES.

EL COSTO TOTAL PARA LA INSTALACIÓN DE UN SISTEMA INDIVIDUAL DE FOSAS SÉPTICAS POR SOLAR SON US$ 1,162.86, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSA SÉPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACIÓN FINAL. A UN COSTO TOTAL DE US$ 65,120.00 EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODOS LAS FOSAS SÉPTICAS Y AH APROBADO LA INSTALACIÓN DE LAS FOSAS SÉPTICAS DESDE EL 7 DE AGUSTO DE 2014.

CERTIFICACION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA DE AGUA FUE CONSTRUIDO, CON LA INSTALACION DE LOS MEDIDORES DE AGUA, EL COSTO TOTAL ES DE US$ 112,356.50 O US$ 2,006.37 POR LOTE.

DRENAJE: SE ESTIMA QUE LAS FOSAS SEPTICAS COSTARAN US$ 1,162.86 POR LOTE (TODO INCLUSO) A UN COSTO TOTAL DE US$ 65,120.00 PARA TODA LA SUBDIVISION.

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E. 95534 — P.E.

8-8-14
DATE

THE COUNTY OF HIDALGO · TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

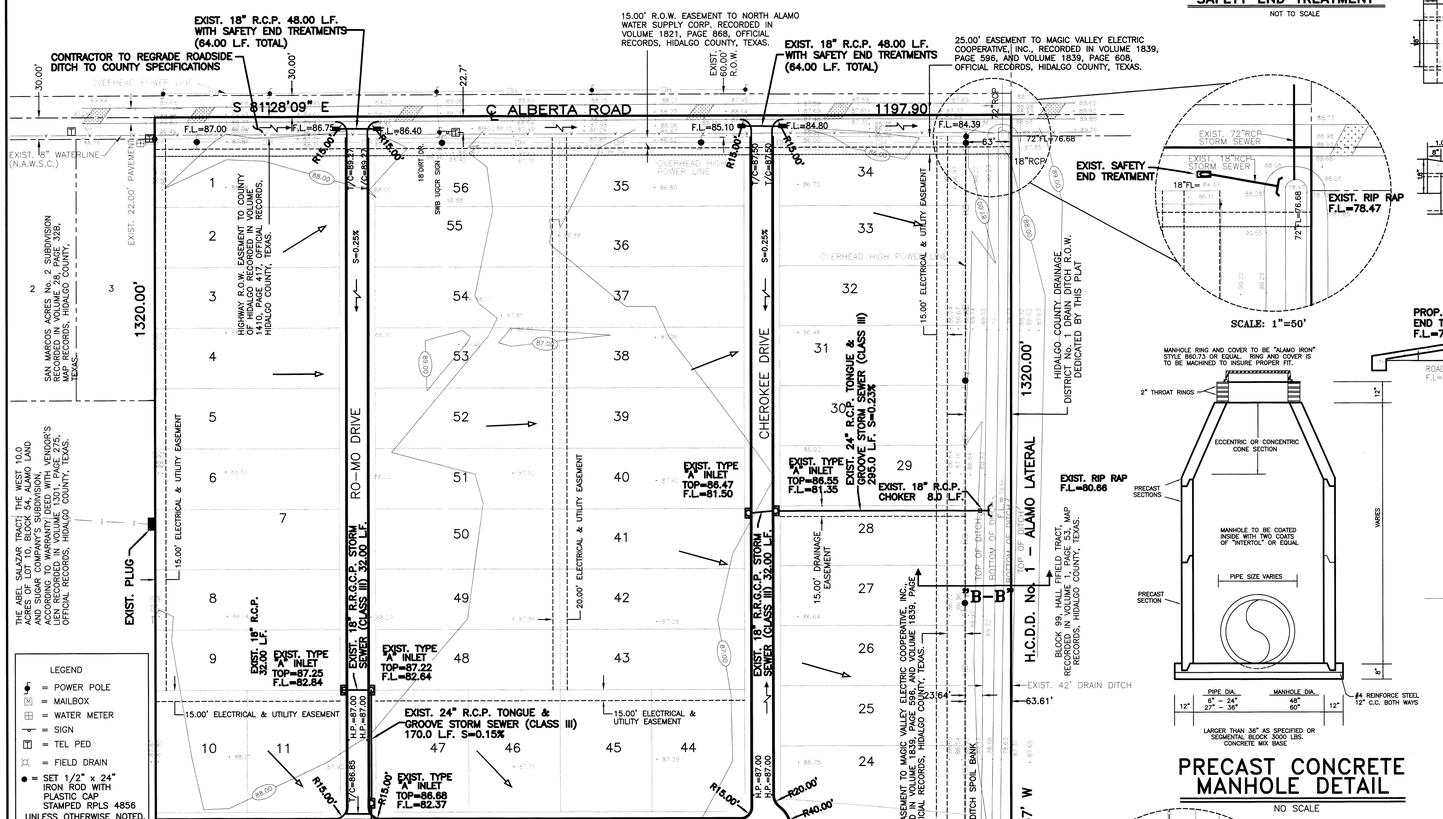
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

SHEET NO. 2 OF 3 SHEETS	FILENAME : F:\DATA\SUBD\WESLACO\VAQUERO ESTATES PHASE II\B-PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	7-27-2011	M. GONZALEZ		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

MAP OF TOPOGRAPHY AND DRAINAGE / MAPA DE TOPOGRAFIA Y DRENAJE

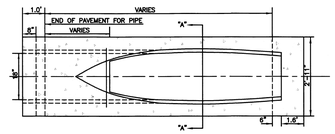


LEGEND

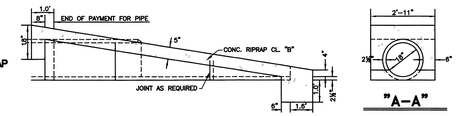
- = POWER POLE
- = MAILBOX
- = WATER METER
- = SIGN
- = TEL PED
- = FIELD DRAIN
- ● = SET 1/2" x 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 UNLESS OTHERWISE NOTED.

SAFETY END TREATMENT

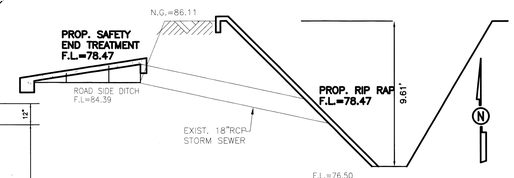
NOT TO SCALE



PLAN

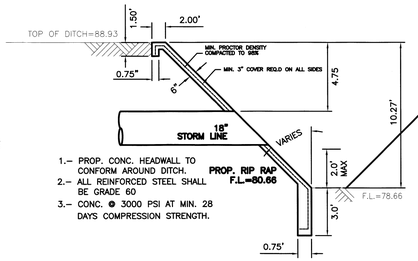


ELEVATION



STORM DISCHARGE STRUCTURE (NORTHEAST SIDE)

NOT TO SCALE



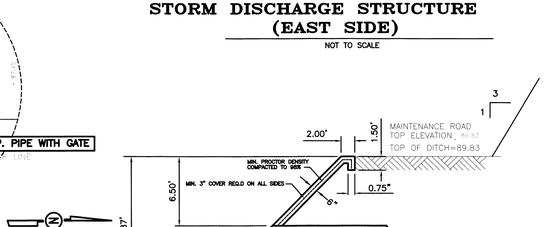
1.– PROP. CONC. HEADWALL TO CONFORM AROUND DITCH.
2.– ALL REINFORCED STEEL SHALL BE GRADE 60
3.– CONC. @ 3000 PSI AT MIN. 28 DAYS COMPRESSION STRENGTH.

PRECAST CONCRETE MANHOLE DETAIL

NO SCALE

STORM DISCHARGE STRUCTURE (EAST SIDE)

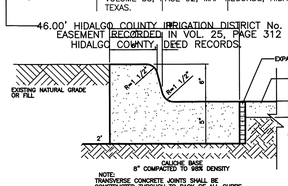
NOT TO SCALE



1.– PROP. CONC. HEADWALL TO CONFORM AROUND DITCH.
2.– ALL REINFORCED STEEL SHALL BE GRADE 60
3.– CONC. @ 3000 PSI AT MIN. 28 DAYS COMPRESSION STRENGTH.

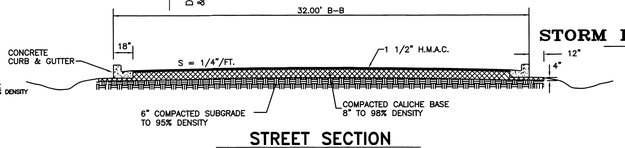
CONC. VALLEY GUTTER

NOT TO SCALE



INTEGRAL CURB & GUTTER

N.T.S.



STREET SECTION

NOT TO SCALE

STORM DISCHARGE STRUCTURE (SOUTH SIDE)

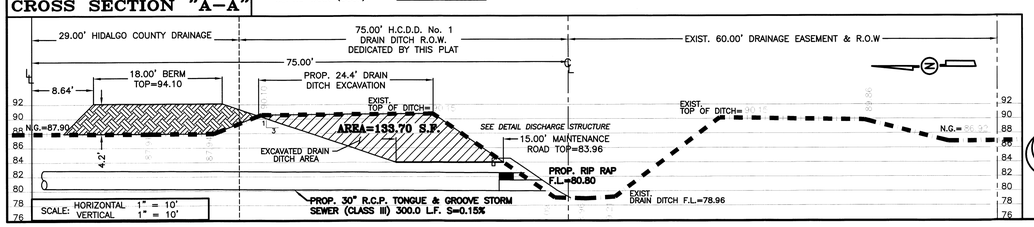
NOT TO SCALE

FLOW DIRECTION OF WATER

COST ESTIMATE

WATER DISTRIBUTION:	$ 91,956.50
DRAINAGE IMPROVEMENTS:	$ 99,108.90
PAVING IMPROVEMENTS:	$ 235,185.00
SEPTIC TANK (OSSF):	$ 65,120.00

CROSS SECTION "A–A"



REVISION NOTES

No.	Sheet	REVISION	Date	Approved

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

SAN PABLO SUBDIVISION

A 36.265 ACRE TRACT OF LAND BEING THE EAST 36.265 ACRES OF LOT 10, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24–26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2292506, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DRAINAGE REPORT FOR
SAN PABLO SUBDIVISION

San Pablo Subdivision is a 36.265 acre tract of land being the east 36.265 acres of Lot 10, Block 54, Alamo Land And Sugar Company's Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Pages 24–26, map records, Hidalgo County, Texas, and according to warranty deed with vendor's lien recorded in Document Number 2292506, official records, Hidalgo County, Texas. This subdivision is located on the south side of Alberta Road approximately 4,290.00 feet east of Tower Road. The proposed subdivision will consist of 56 residential lots.

The tract is Zone "C" as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0425 C, dated on November 16, 1982.

This soil is sandy clay loam, clay, and clay loam. This soil is well drained. Permeability is moderate. Plasticity Index has a range of 11–35. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has very minimal runoff. The existing runoff for the proposed subdivision is Q= 9.96 cubic feet per second based on a 10–year storm.

After development the runoff will be Q= 40.41 cubic feet per second for an increase of Q= 30.45 cubic feet per second. Detention will be 137,176.23 cubic feet (3.15 acre feet) and will be accomplished by excavating this volume within the existing H.C.I.D. No. 2 Drain Ditch located on the south side of this development. Street runoff will flow into proposed type "A" inlets that drain into a proposed storm sewer system consisting of 18 inch and 24 inch drain lines. The proposed drain lines will drain into the existing H.C.D.D. No. 1 Alamo Lateral on the east side of this subdivision, and the H.C.I.D. No. 2 Drain Ditch on the south side of this subdivision.
THE COUNTY DRAINAGE DITCH FLOWS NORTH THEN EAST. THE DRAINAGE DITCH CARRIES WATER EASTWARD WHERE IT EMPTIES INTO LAGUNA MADRE. THE 10 YEAR STORM IS CONTAINED WITHIN THE RIGHT–OF–WAY OF STREET AND WITHIN THE DRAINAGE SWALES OF THE SUBDIVISION AS SHOWN BELOW. A RESTRICTIVE COVENANT (SET OUT ON SHEET 1 UNDER PLAT NOTES AND RESTRICTIONS) PROHIBITS THE CONSTRUCTION OF RESIDENTIAL HOUSING IN ANY AREA OF THE SUBDIVISION THAT IS IN A FLOODPLAIN UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968. AS FURTHER NOTED ON SHEET 1, THE FINISHED FLOOR ELEVATION OF EACH HOUSE IS REQUIRED TO BE AT LEAST 18 INCHES ABOVE THE TOP OF THE AVERAGE HEIGHT OF THE CURB IN FRONT OF THE LOT. THESE MEASURES PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS, AVOID CONCENTRATING RUNOFF ONTO OTHER LOTS, AND COORDINATE INDIVIDUAL LOT DRAINAGE WITH THE GENERAL STORM DRAINAGE PATTERN FOR THE AREA. THE MAP BELOW ILLUSTRATES THE FLOW PATTERNS FOR THE RUNOFF.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE 100–YEAR FLOODPLAIN FOR ZONE "X"–SHADED (AREAS OF 500–YEAR FLOOD; AREAS OF 100–YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100–YEAR FLOOD) & ZONE "X"–UNSHADED (AREAS DETERMINED TO BE OUTSIDE 500 YEAR FLOOD–PLAIN) AS DESCRIBED IN COMMUNITY PANEL NUMBER 480344 0450 C (L.O.M.R.: MAY 30, 2002) IS CONTAINED WITHIN THE DRAINAGE OF THE SUBDIVISION, AS SHOWN BELOW.

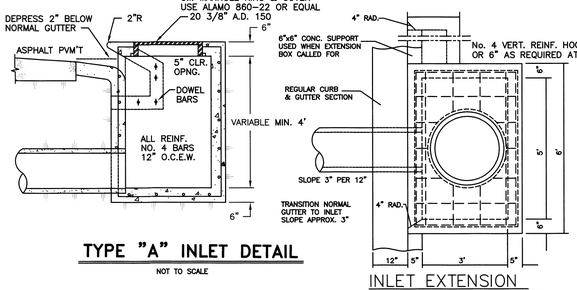
STATE OF TEXAS
ALFONSO QUINTANILLA
95534
LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA P.E. 95534 — 8-8-14 DATE

LEGEND
TOTAL REQUIRED –137,176.23 C.F.
TOTAL DETENTION–137,592.00 C.F.

RAMP DRIVE SECTION

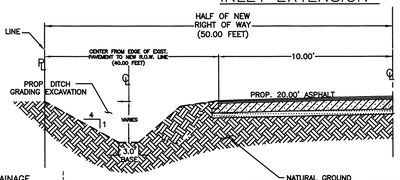
N.T.S.



TYPE "A" INLET DETAIL

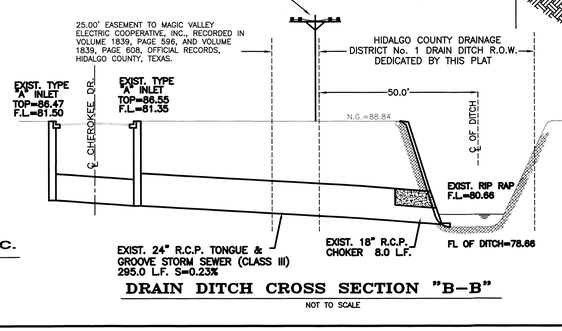
NOT TO SCALE

INLET EXTENSION



RECONSTRUCTION OF ROAD SIDE DITCH

NOT TO SCALE



DRAIN DITCH CROSS SECTION "B–B"

NOT TO SCALE

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

SHEET NO. 3 OF 3 SHEETS	FILENAME : F:\DATA\SUBD\H.C.\SAN PABLO\B-PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	5-9-13	M. GONZALEZ		
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 08-25-2014

PROPOSED RUIZ SUBDIVISION, PRECINCT No. 4 .

ENGINEER FIRM : NAIN ENGINEERING DEVELOPER: MARIO RUIZ

☐ PRELIMINARY APPROVAL ☐ FINAL APPROVAL ☒ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: 10 ☒ *SINGLE FAMILY ___ ☐ NON RESIDENTIAL ____ ☐ COMMERCIAL

LOCATION DESCRIPTION: Subdivision is located on the North West corner of Mile 15 North rd & Mile 4 West rd.

SUBDIVISION LIES WITHIN THE: ☒ *The rural area of the County.*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 01-16-14 PROPERTY LIES WITHIN FLOOD ZONE: "X" AS PER FEMA.

DRAINAGE DESIGN: Drainage will be accomplished within the low areas of the lot and out falling into the re-grade road side ditch

ROAD R.O.W. DEDICATION: 30 feet on Mile 15 North Rd and 30 feet ono Mile 4 West Rd

H.C.R.O.W. FINAL APPROVAL DATE: 8-15-14 By, Roy Gonzalez Pct 1 R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: 08-07-14 By, Elizardo Ramos, Environmental Health Division Manager

SEWER SYSTEM: ☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: Jose Angel Gonzalez
☒ OSSF HAVE BEEN ESCROWED WITH THE COUNTY. THREE (3) SEPTIC TANKS HAVE BEEN INSTALLED

WATER SERVICE PROVIDER: North Alamo Water Supply Corp LINE SIZE: 8" LOCATION: Mile 15 North Rd

H.C.O.E.C. FINAL APPROVAL DATE: 08-05-2014 : By Martin Ramirez, Environmental Compliance Coordinator
☒ **SMALL CONSTRUCTION**
The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH: ☒ **Cash Deposit:** *Amount:$10,500 For:* ☒ *OSSF(S) 7*

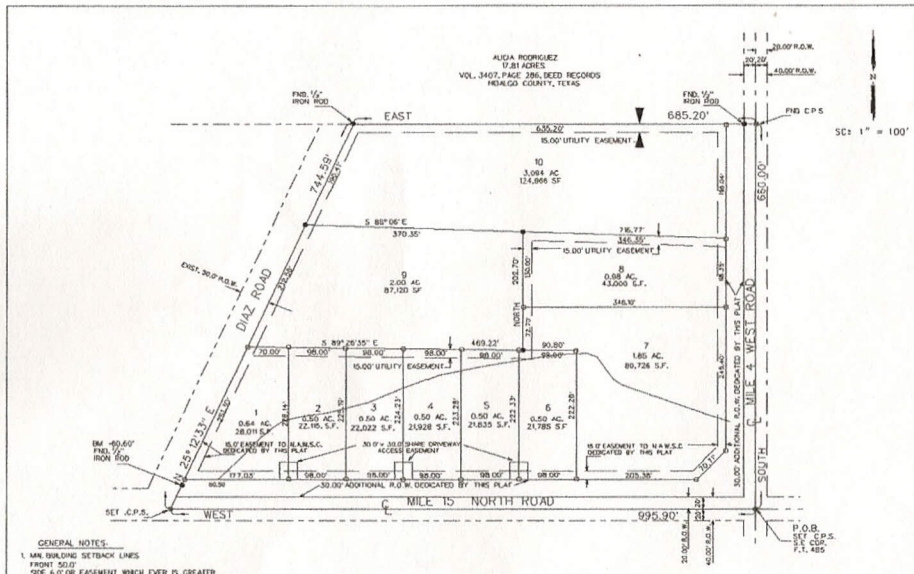
PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY ADVISORY BOARD ON: FEBRUARY 11, 2014

STAFF RECOMMENDS:
☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments.*
☐ **Final Approval** *subject to recommendations other departments*
☒ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*

RUIZ SUBDIVISION

A 12.73 ACRE TRACT OF LAND OUT OF FARM TRACT 485, WEST TRACT SUBDIVISION, ACCORDING TO MAP RECOREDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER DOCUMENT NO. 352665 OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



METES AND BOUNDS

BEING 12.73 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, AND BEING OUT OF FARM TRACT 485, WEST TRACT SUBDIVISION AS PER MAP RECORDED IN VOLUME 2, PAGES 34-37 OF THE HIDALGO COUNTY MAP RECORDS, AND SAID 13.74 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE SOUTHEAST CORNER OF SAID FARM TRACT 485 FOR THE SOUTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, WEST, 995.90 FEET, WITH THE SOUTH LINE OF SAID FARM TRACT 485 AND WITH THE CENTERLINE OF MILE 15 NORTH ROAD TO A COTTON PICKER SPINDLE SET FOR THE SOUTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, NORTH 25°12'33" EAST, 729.47 FEET, WITH THE EAST RIGHT OF WAY LINE OF DIAZ STREET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP STAMPED "1964" FOUND FOR THE NORTHWEST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, EAST, AT A DISTANCE OF 668.20 FEET PASS THE WEST RIGHT OF WAY LINE OF MILE 4 WEST ROAD AND CONTINUING FOR A TOTAL DISTANCE OF 685.20 FEET TO A COTTON PICKER SPINDLE FOUND FOR THE NORTHEAST CORNER OF SAID TRACT HEREIN DESCRIBED;

THENCE, SOUTH, 650.00 FEET, WITH THE EAST LINE OF SAID FARM TRACT 485 AND WITH THE CENTERLINE OF SAID MILE 4 WEST ROAD TO THE POINT OF BEGINNING AND CONTAINING 12.73 ACRES OF LAND MORE OR LESS.

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED, IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, HEREINAFTER CALLED "GRANTEE") THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL, AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15'W IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15'W WIDTH, THE CENTER LINE THEREOF BEGIN THE PIPELINE INSTALLED. IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATERLINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15'W WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS, THE GRANTOR CONVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIES EXCEPT THE FOLLOWING THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGHT FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2014

OWNER MARIO RUIZ
ADDRESS: P.O. BOX 1801
WESLACO, TEXAS. 78596

OWNER LAURA RUIZ
ADDRESS: P.O. BOX 1801
WESLACO, TEXAS. 78596

LOT 10 - OWNER: JOSE E. RODRIGUEZ
ADDRESS: RT 4 BOX 236
WESLACO, TEXAS. 78596

LOT 10 - OWNER: CLARA M. RODRIGUEZ
ADDRESS: RT 4 BOX 236
WESLACO, TEXAS. 78596

LOT 9 - OWNER: JOSE ENRIQUE AVILA
ADDRESS: 3813 MAC DRIVE
WESLACO, TEXAS. 78596

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.0281A3

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE RUIZ SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ _____, 2014.

_____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____
HIDALGO COUNTY CLERK DATE

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

STATE OF TEXAS
COUNTY OF HIDALGO

OWNERS DEDICATION, CERTIFICATION, AND ATTESTATION

WE, MARIO RUIZ AND LAURA RUIZ OWNERS OF THE 12.73 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "RUIZ SUBDIVISION" HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK AND EASEMENTS SHOWN HEREIN.

WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTION TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;

(B) SEWER CONNECTION TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;

(C) ELECTRICAL CONNECTION PROVIDED TO THE LOTS MEET, OR WILL MEET, MINIMUM STATE STANDARDS AND

(D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT IS TRUE AND COMPLETE.

OWNER MARIO RUIZ
ADDRESS: P.O. BOX 1801
WESLACO, TEXAS. 78596

OWNER LAURA RUIZ
ADDRESS: P.O. BOX 1801
WESLACO, TEXAS. 78596

LOT 10 - OWNER: JOSE E. RODRIGUEZ
ADDRESS: RT 4 BOX 236
WESLACO, TEXAS. 78596

LOT 10 - OWNER: CLARA M. RODRIGUEZ
ADDRESS: RT 4 BOX 236
WESLACO, TEXAS. 78596

LOT 9 - OWNER: JOSE ENRIQUE AVILA
ADDRESS: 3813 MAC DRIVE
WESLACO, TEXAS. 78596

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED MARIO RUIZ, LAURA RUIZ, JOSE E. RODRIGUEZ, CLARA M. RODRIGUEZ AND JOSE ENRIQUE AVILA PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2014

_____
NOTARY PUBLIC, FOR THE STATE OF TEXAS

THIS PLAT IS HERE BY APPROVED BY THE HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT No 9
DATED THIS _____ DAY OF _____, 2014

_____ _____
PRESIDENT DATE

ATTEST: _____ _____
SECRETARY DATE

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX WATER CODE § 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESIGNED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

BY: _____

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL
I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RUIZ SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARMENT ON _____

_____ _____
HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, REYNALDO ROBLES, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND WAS CORRECTLY MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION OR THE GROUND.

_____
REYNALDO ROBLES
REG. PROFESSIONAL LAND SURVEYOR # 4032
P.O. BOX 476
107 W. MUSQUIZ ST.
WESLACO, TEXAS. 78596
PH. 956-968-2422

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, GUILLERMO A. ARRATIA, A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

_____
GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER No. 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

GUILLERMO A. ARRATIA
94001
LICENSED
PROFESSIONAL ENGINEER

GENERAL NOTES:

1. MIN. BUILDING SETBACK LINES
FRONT 50.0'
SIDE 6.0' OR EASEMENT WHICH EVER IS GREATER
REAR 15.0' OR EASEMENT WHICH EVER IS GREATER
18.00' GARAGE / CAR PORT FRONT SET BACK

2. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE OF STREET, 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

3. ● -DENOTES ½" IRON ROD FOUND UNLESS OTHERWISE NOTED.
O -DENOTES ½" IRON ROD SET UNLESS OTHERWISE NOTED.
^-DENOTES NAIL FOUND UNLESS OTHERWISE NOTED.

4. BENCHMARK ELEVATION =60.60' TOP OF ½" IRON ROD LOCATED AT THE NORTHEAST CORNER OF MILE 15 NORTH ROAD AND DIAZ STREET (NGVD 1988)

5. FLOOD ZONE DESIGNATION: ZONE "X"
AREAS DETERMINED TO BE OUT SIDE 500 YEAR FLOOD PLAIN
C.P.N. 480334 0450 C
MAP REVISED MAY 30, 2002
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127)

6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE
REQUIRED TO RETAIN A TOTAL OF ___11.67___ CUBIC -FEET ___0.26___ ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITH DETENTION AREA ON THE WEST SIDE OF THIS LOT

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT

9. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

F. A SPECIAL DESIGN IS REQUIRED FOR ALL OSSF SYSTEMS LOCATED WITH IN A DESIGNATED FLOOD ZONE. THE DESIGN SHALL INCLUDE BUT NOT LIMITED TO THE FOLLOWING ITEMS:
1. ANCHORING OF SEPTIC TANK(S)
2. BACK FLOW VALVES
3 SEPTIC TANK COVER SHALL BE ABLE TO SEAL

10. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION

11. MARIO RUIZ AND LAURA RUIZ.- THE OWNERS & SUBDIVIDERS OF RUIZ SUBDIVISION RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

12. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.

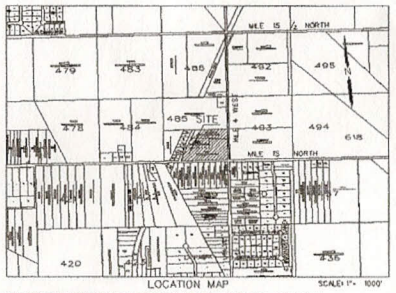
14. AN OFF-STREET PARKING, LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT, OFFICE OF ENVIRONMENTAL COMPLIANCE SHALL BE REQUIRED FOR COMMERCIAL AND INDUSTRIAL USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND FOR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

15. FIRE HYDRANTS INSTALLED WITHIN THE CORPORATION'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS.

16. IF THE PURCHASER(S) OF A LOT REQUIRES A COMMERCIAL LOT & SUBSEQUENTLY DETERMINE THAT A LARGER METER IS REQUIRED, THEN THE LUE WILL NEED TO BE CALCULATED AND APPROPRIATE FEES ON THE UPGRADE MUST BE PAID TO THE CORPORATION PRIOR TO THE INITIATION OF SERVICE ON SUCH LARGER METER(S). THE DEVELOPER WILL NEED TO ADVISE PURCHASERS OF THIS OBLIGATION

17. NO INDIVIDUAL LOT DRIVEWAY ACCESS WIL BE ALLOWED FROM MILE 15 NORTH ROAD ON TO LOTS 1 THROUGH 6. A 30.00 FOOT SHARED DRIVEWAY ENTRANCE SHALL BE CONSTRUCTED BY DEVELOPER BETWEEN LOTS 1 AND 2, 3 AND 4, AND 5 AND 6 TO PROVIDE INGRESS AND EGRESS FROM MILE 15 NORTH ROAD.

18. LOTS 9 AND 10 WILL BE NOT BE FOR RESIDENTIAL USE.



LOCATION MAP SCALE: 1"= 1000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

RUIZ SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No 1 AND IS LOCATED EASTERLY HIDALGO COUNTY, AT THE NORTHEAST CORNER OF MILE 15 NORTH ROAD AND MILE 4 WEST. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF WESLACO (POPULATION OF 31,442 2010 CENSUS). RUIZ SUBDIVISION LIES OUTSIDE THE 5 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF WESLACO UNDER LOCAL GOVERNMENT CODE § 212.001.

REVISION NOTES

NO	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	MARIO RUIZ AND LAURA RUIZ	P.O. BOX 1801	WESLACO, TEXAS. 78596	(956) 202-6969
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX. 78537	(956) 784-0218
SURVEYOR:	REYNALDO ROBLES	107 W. MUSQUIZ ST.	WESLACO, TEXAS. 78596	956-968-2422

DATE OF PREPARATION: NOVEMBER 24, 2015

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET
DONNA, TEXAS. 78537
FIRM NO. F-9050
PH. (956) 784-0218
E-MAIL:NAINENGINEERING@YAHOO.COM

SHEET 1 OF 2

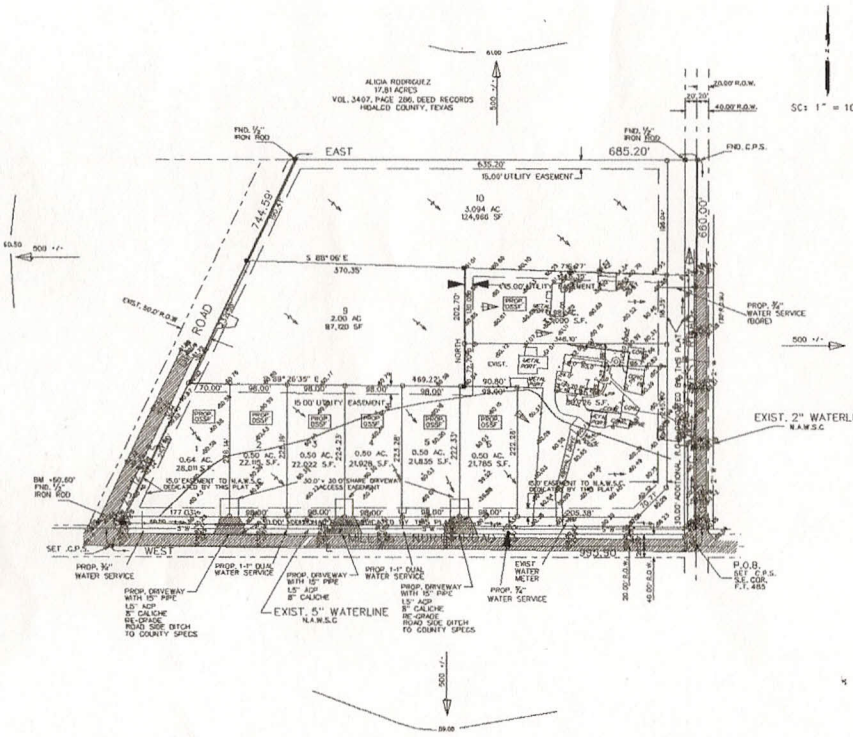
INDEX TO SHEET OF RUIZ SUBDIVISION

SHEET 1	HEADING: INDEX; LOCATION MAP AND KEY'S; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL CERTIFICATES; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE CITY OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; N.C.C.D. CERTIFICATION; C.C.I.D. No. 9 CERTIFICATE OF APPROVAL; REVISION NOTES; N.C.W.D.
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY; ENGINEERING REPORT (ENGLISH AND SPANISH VERSIONS), INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSIONS); TYPICAL WATER SERVICES CONNECTION; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT'S MAP OF TOPOGRAPHY AND DRAINAGE; AND ENGINEER'S CERTIFICATION; REVISION NOTES; CONSTRUCTION DETAILS

MAP OF TOPOGRAPHY AND DRAINAGE
MAPA DE TOPOGRAFIA Y DRENAJE

RUIZ SUBDIVISION

A 12.73 ACRE TRACT OF LAND OUT OF FARM TRACT 485, WEST TRACT SUBDIVISION, ACCORDING TO MAP RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER DOCUMENT NO. 352655 OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS



DRENAJE: DESCRIPCION, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISION.

SE INSTALARA UNA FOSA SEPTICA EN CADA LOTE. ESTA FOSA SEPTICA CONSISTE DE UN TANQUE SEPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. JOSE A GONZALEZ REG. #12258 HA EVALUADO EL AREA DONDE SE ENCUENTRA LA SUBDIVISION Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSA SEPTICAS (OSSF). EL REPORTE FUE APROVADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGUN EL REPORTE.

CADA LOTE EN LA SUBDIVISION MIDE MEDIO ACRE. SE HICIERON DOS EXCAVACIONES DE EVALUACION EN LOS LUGARES OPUESTOS EN LA SUBDIVISION (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA AREA ES SIGNIFICANTEMENTE UNIFORME) EL TERRENO ES UNIFORME (TERRENO ARCILLOSO Y SUELO FRANCO) Y SE EXTIENDE A 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA AREA FLUYE BIEN.

EL COSTO TOTAL PARA LA INSTALACION DE UN SISTEMA INDIVIDUAL DE FOSAS SEPTICAS POR SOLAR SON $10,500.00 DOLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSAS SEPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROVACION FINAL, A UN COSTO TOTAL DE $ 4,500.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODAS LAS FOSAS SEPTICAS Y AH APROBADO LA INSTALACION DE LAS FOSAS SEPTICAS QESDE EL LOTE 7 YA TIENE UN SYSTEMA SEPTICO EXISTENTE Y FUNCIONANDO

CERTIFICATION:

CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES). ADOPTADAS EL LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECANICO DE AGUA QUE COSTARA UN TOTAL DE $ 11,350.00

DENAJO SE ESTIMA QUE LA FOSA SEPTICA COSTARA $ 10,500.00 PARA LA SUBDIVISION.

STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED
PROFESSIONAL ENGINEER

GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER NO. 94001
526 N. 5TH ST.
DONNA, TEXAS. 78537

REVISION NOTES

No.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

NAME		ADDRESS	CITY & ZIP	PHONE
OWNER:	MARIO RUIZ AND LAURA RUIZ	P.O. BOX 1801	WESLACO, TEXAS, 78596	(956) 202-6969
ENGINEER:	GUILLERMO A. ARRATIA, P.E.	526 N. 5TH ST.	DONNA, TX 78537	(956) 784-0218
SURVEYOR:	REYNALDO RIVERA	107 W. HUISACHE ST.	WESLACO, TEXAS, 78596	956-968-2422

MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE DISTRIBUCION DE AGUA

SUBDIVIDER CERTIFICATION:

1.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOT MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOT OR SEPTIC TANK MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.- WE MARIO RUIZ, LAURA RUIZ, JOSE E. RODRIGUEZ, CLARA M. RODRIGUEZ AND JOSE ENRIQUE AVILA SUBDIVIDERS OF RUIZ SUBDIVISION SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPL WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

OWNER: MARIO RUIZ
ADDRESS: P.O. BOX 1801
WESLACO, TEXAS, 78596

OWNER: LAURA RUIZ
ADDRESS: P.O. BOX 1801
WESLACO, TEXAS, 78596

LOT 10 - OWNER: JOSE E. RODRIGUEZ
ADDRESS: RT 4 BOX 236
WESLACO, TEXAS, 78596

LOT 10 - OWNER: CLARA M. RODRIGUEZ
ADDRESS: RT 4 BOX 236
WESLACO, TEXAS, 78596

LOT 9 - OWNER: JOSE ENRIQUE AVILA
ADDRESS: 3813 MAC DRIVE
WESLACO, TEXAS, 78596

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED MARIO RUIZ, LAURA RUIZ, JOSE E. RODRIGUEZ, CLARA M. RODRIGUEZ AND JOSE ENRIQUE AVILA PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2014

NOTARY PUBLIC, FOR THE STATE OF TEXAS

FINAL WATER AND SEWER ENGINEERING REPORT

WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATES:

RUIZ SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY (N.A.W.S.C.). THE SUBDIVIDER, AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 5" DIAMETER WATERLINE RUNNING ALONG THE NORTH RIGHT-OF-WAY OF MILE 15 NORTH ROAD, AND A 2" WATERLINE RUNNING ALONG THE EAST RIGHT OF WAY OF MILE 4 WEST ROAD

WATER DISTRIBUTION FOR RUIZ SUBDIVISION CONSIST OF A PROPOSED 2 - 1" DIAMETER DUAL WATER SERVICE AND 3- ¾" WATER SERVICES. SAID SERVICES TERMINATE AT THE WATER METER BOX, AND THE METER BOX HAVE ALREADY BEEN INSTALLED AT A TOTAL COST OF $4,350.00, IN ADDITION THE THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF $7,000.00, WHICH COVERS THE COST FOR LOTS AS STATED IN THE 20 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE WATER METER, RIGHTS ACQUISITION FEES, AND ALL MONIES PAY OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER

THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C., AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

LOT 7 ALREADY HAS AN EXISTING METER

SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATES:

SEWAGE FROM RUIZ SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN/DUAL COMPARTMENTS SEPTIC TANK AND A DRAIN FIELD ON THIES LOT. THE SITE EVALUATOR JOSE A GONZALEZ REG. # 12258, HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR 4 REPLACEMENTS DRAIN FIELD.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST ½ ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE SOIL IS A TEXTURE CLASS IN SANDY LOAM BLOCKY EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOTS IS $4,500.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT AT TOTAL COST OF $4,500.00, THE HIDALGO COUNTY HEALTH DEPAMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON _____

LOT 7 ALREADY HAS AN EXISTING SEPTIC TANK SYSTEM

ENGINEER CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE, I CERTIFY THAT THE COST TO INSTALL THE WATER DISTRIBUTION SYSTEM AND ONSITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES - THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $ 11,350.00

SEWAGE FACILITIES - SEPTIC SYSTEM HAS BEEN INSTALLED AT A TOTAL COST OF $ 10,500.00

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH

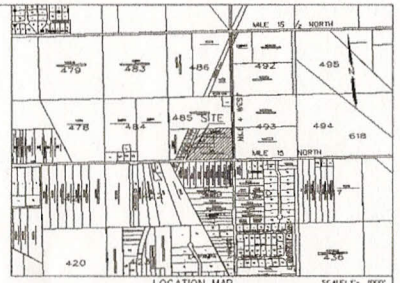
PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHA DE INICIO

LA SUBDIVISION DE RUIZ SUBDIVISION RECIBIRA SU PROVISION DE AGUA DE NORTH ALAMO WATER SUPPLY. EL DUENO DE LA SUBDIVISION Y LA COMPANIA AGUA N.A.W.S.C., HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 ANOS. N.A.W.S.C., HA PRESENTADO DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION.

EL SISTEMA DE PROVISION DE AGUA PARA LA SUBDIVISION DE AZA SUBDIVISION CONSISTE DE UN CONDUCTO DE AGUA EXISTENTE DE 5 PULGADAS DE DIAMETRO QUE PASA POR EL LADO NORTE DEL DERECHO DE VIA (RIGHT-OF-WAY) DE LA CARRETERA MILE 15 NORTH ROAD Y UNA LINEA DE 2 PULGADAS QUE PASA POR EL LADO ESTE DE LA CARRETERA MILE 4 WEST ROAD.

PARA LA DISTRIBUCION DEL AGUA PARA RUIZ SUBDIVISION SE INSTALARAN DOS CONDUCTOS DOBLE DE 1 PULGADA DIAMETRO PARA Y TRES DE ¾" DE PULGADA Y EL MEDIDOR MECANICO DE AGUA A UN COSTO TOTAL DE $ 4,350.00 EL DUENO DE LA SUBDIVISION TAMBIEN LE HA PAGADO A N.A.W.S.C., $ 7,000.00 POR LA SUBDIVISION QUE CUBRE EL COSTO DEL MEDIDOR MECANICO DE AGUA PARA CADA LOTE. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACION DEL MEDIDOR Y LOS GASTOS DE CONEXION. CUANDO EL DUENO DEL LOTE SOLICITE EL MEDIDOR DE AGUA, LA COMPANIA DE N.A.W.S.C., LO INSTALARA SIN COSTO ALGUNO AL DUENO DE LA SUBDIVISION. EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

EL LOTE 7 YA TIENE UN MEDIDOR DE AGUA EXISTENTE



SCALE: 1" = 1000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

RUIZ SUBDIVISION IS WITHIN HIDALGO COUNTY PRECINCT No. 1 AND IS LOCATED EASTERLY HIDALGO COUNTY, AT THE NORTHWEST CORNER OF MILE 15 NORTH ROAD AND MILE 4 WEST. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF WESLACO (POPULATION OF 31,442 2010 CENSUS) RUIZ SUBDIVISION LIES OUTSIDE THE 5 MILE EXTRATERRITORIAL JURISDICTION OF CITY OF WESLACO UNDER LOCAL GOVERNMENT CODE § 212.001.

DRAINAGE REPORT:

NOVEMBER 25, 2013
DRAINAGE REPORT
BY: GUILLERMO A. ARRATIA, P.E.

RUIZ SUBDIVISION
HIDALGO COUNTY, TEXAS

PROJECT LOCATION:
THE PROPERTY IS LOCATED AT THE NORTHWEST CORNER OF MILE 15 NORTH ROAD AND MILE 4 WEST ROAD.

FLOOD PLAIN:
THE SUBJECT TRACT LIES IN ZONE "X".
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0450 C
MAP REVISED: MAY 30, 2002

SOIL CONDITIONS:
A REVIEW OF THE SOIL SURVEY OF HIDALGO COUNTY INDICATES THE SUBJECT TRACT LIES IN AN AREA OF PREDOMINANTLY HIDALGO AND RACONDES SANDY CLAY LOAM SOIL THAT HAS A POOR LOW SHRINK-SWALE POTENTIAL AND IS LISTED IN HYDROLOGICAL GROUP D.

EXISTING CONDITIONS:
THE SUBJECT TRACT IS CURRENTLY DEVELOP. THE EXISTING TERRAIN HAS A GRADE OF APPROXIMATELY 0.1%. EXISTING RUNOFF IS 3.7 CFS) FROM THE SITE IS BY FORM OF SHEET FLOW ROAD TOWARDS THE SOUTH SIDE OF THIS TRACT.

PROPOSED CONDITIONS:
THE PROPOSED CONDITIONS FOR THIS SUBJECT TRACT CONSIST OF 8 RESIDENTIAL/COMMERCIAL LOTS. THE STORM SEWER RUNOFF AFTER DEVELOPMENT TO BE 7.7 CFS, I HAVE CALCULATED THAT 13.190 CF OF STORM SEWER FOR A 10-YEAR DESIGN FREQUENCY AND WILL BE DETAINED WITHIN THE PROPERTY BY A DRAINAGE EXISTING NATURAL LOW AREAS, AND OUTFALLING INTO THE RE-GRADED ROAD SIDE DITCHES. DRAINAGE PLAN TO BE APPROVED BY THE COUNTY OF HIDALGO AT THE TIME OF ISSUANCE OF BUILDING PERMIT.

CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN A
THE SUBJECT TRACT LIES IN ZONE "X".
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN
IN ACCORDANCE WITH FEMA FIRM MAP NO. 480334 0450 C
MAP REVISED: MAY 30, 2002
BASED ON GRAPHICAL REPRESENTATION ON DATE SIGN.

GUILLERMO A. ARRATIA
LICENSED PROFESSIONAL ENGINEER NO. 94001
526 N. 5TH ST.
DONNA, TEXAS, 78537

STATE OF TEXAS
GUILLERMO A. ARRATIA
94001
LICENSED
PROFESSIONAL ENGINEER

COST ESTIMATE:

STREET PAVINGS	$ 000.00
WATER SUPPLY SYSTEM	$ 11,350.00
SEPTIC TANK SYSTEM	$ 10,500.00
DRAINAGE	$ 000.00

SHEET 2 OF 2

INDEX TO SHEET OF RUIZ SUBDIVISION

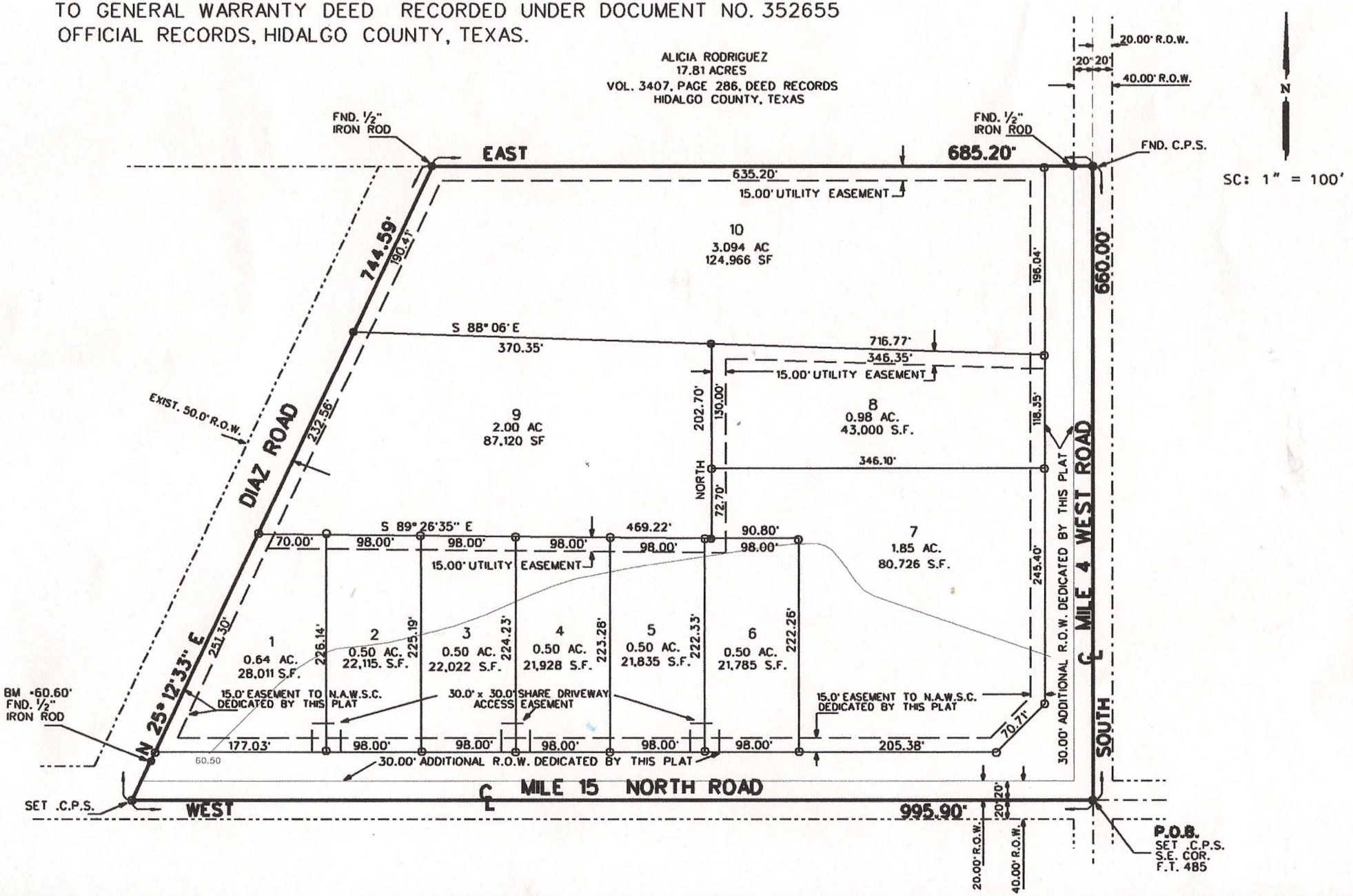
SHEET 1	HEADING: INDEX, LOCATION MAP AND FEW PRINCIPAL CONTACTS;
	PLAT WITH LOTS, STREETS, AND EASEMENT DEDICATIONS, LEGAL DESCRIPTION, METES AND BOUNDS, SURVEYOR'S AND ENGINEER'S CERTIFICATION, PLAT NOTES AND
	RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION, COUNTY APPROVAL
	CERTIFICATE, COUNTY ENGINEER'S APPROVAL CERTIFICATE, HIDALGO COUNTY CERTIFICATE
	OF PLAT APPROVAL, DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE
	CITY OF MERCEDES, THE CITY AND COUNTY, THE PRECINCT THE PROJECT IS SITUATED,
	N.C.U.D. CERTIFICATION, C.C.I.D. No. 9 CERTIFICATE
	OF APPROVAL, REVISION NOTES, ETC.
SHEET 2	WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY, ENGINEERING REPORT
	(ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE
	WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION),
	TYPICAL WATER SERVICE CONNECTION, OWNER'S DEDICATION, CERTIFICATION,
	AND ATTESTATION
	DRAINAGE REPORT, INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE
	THIS DEVELOPMENT, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S
	CERTIFICATION, REVISION NOTES, CONSTRUCTION DETAILS

DATE OF PREPARATION: NOVEMBER 24, 2013

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET
DONNA, TEXAS, 78537
FIRM NO. F-9050
PH. (956) 784-0218
E-MAIL: NAINENGINEERING@YAHOO.COM

RUIZ SUBDIVISION

A 12.73 ACRE TRACT OF LAND OUT OF FARM TRACT 485, WEST TRACT SUBDIVISION, ACCORDING TO MAP RECOREDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER DOCUMENT NO. 352655 OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



HIDALGO COUNTY
PLANNING DEPARTMENT

1304 SOUTH 25TH STREET
EDINBURG TEXAS 78539
Tel. 956-318-2840 Fax. 956-318-2844

Raul E. Sesin, P.E., CFM
Planning Administrator

HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 08-26-2014

PROPOSED **MORENO PHASE 3** SUBDIVISION, PRECINCT No. **4** .
(Private subdivision)

ENGINEER: **SALINAS ENGINEERING & ASSOC.** DEVELOPER: **ESPERANZA MORENO**

☐ PRELIMINARY APPROVAL ☒ FINAL APPROVAL ☐ FINAL APPROVAL WITH FINANCIAL GUARANTEE ☐ WITH VARIANCE

NUMBER OF LOTS: **18** ☒ *SINGLE FAMILY ___ ☐ *MULTI-FAMILY ___ ☐ COMMERCIAL ___ ☐ INSTITUTIONAL

LOCATION DESCRIPTION: **North of Rogers Rd approximately 626.66 feet west of Depot Rd (23rd Road)**

SUBDIVISION LIES WITHIN THE: ☒ *ETJ of* **McAllen** *and was approved by the P & Z and City Commission of said City*

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON **06-08-2010** PROPERTY LIES WITHIN FLOOD ZONE: **"X"** AS PER FEMA.

DRAINAGE DESIGN: **Onsite drainage detention swales.** ***Developer has agreed with the city of McAllen to escrow the offsite storm drainage infrastructure improvements at a total cost of 54,102.38 dollars.***

DISTANCE TO A DRAIN DITCH: **Located south approximately 0.37 miles of subdivision development.**

ROAD R.O.W. DEDICATION: **20 feet on Rogers Road by this plat.**

H.C.R.O.W.APPROVED DATE: **11-19-13**: By, **J. Benito Rodriguez** R.O.W. AGENT

H.C.H.D. FINAL APPROVAL DATE: **02-28-13** By, **Elizardo Ramos, Environmental Health Division Manager**

☒ OSSF & SOIL ANALYSIS WERE CONDUCTED BY: **Lisandro Hernandez**

SEWER SYSTEM: ☒ OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: **12-28-12**

WATER SERVICE PROVIDER: **S.W.S.C.** LINE SIZE: **6"** LOCATION: **North Depot Rd.**

PRELIMINARY APPROVAL FROM THE HIDALGO COUNTY COMMISSIONERS COURT ON: **DECEMBER 18, 2012**

STAFF RECOMMENDS:

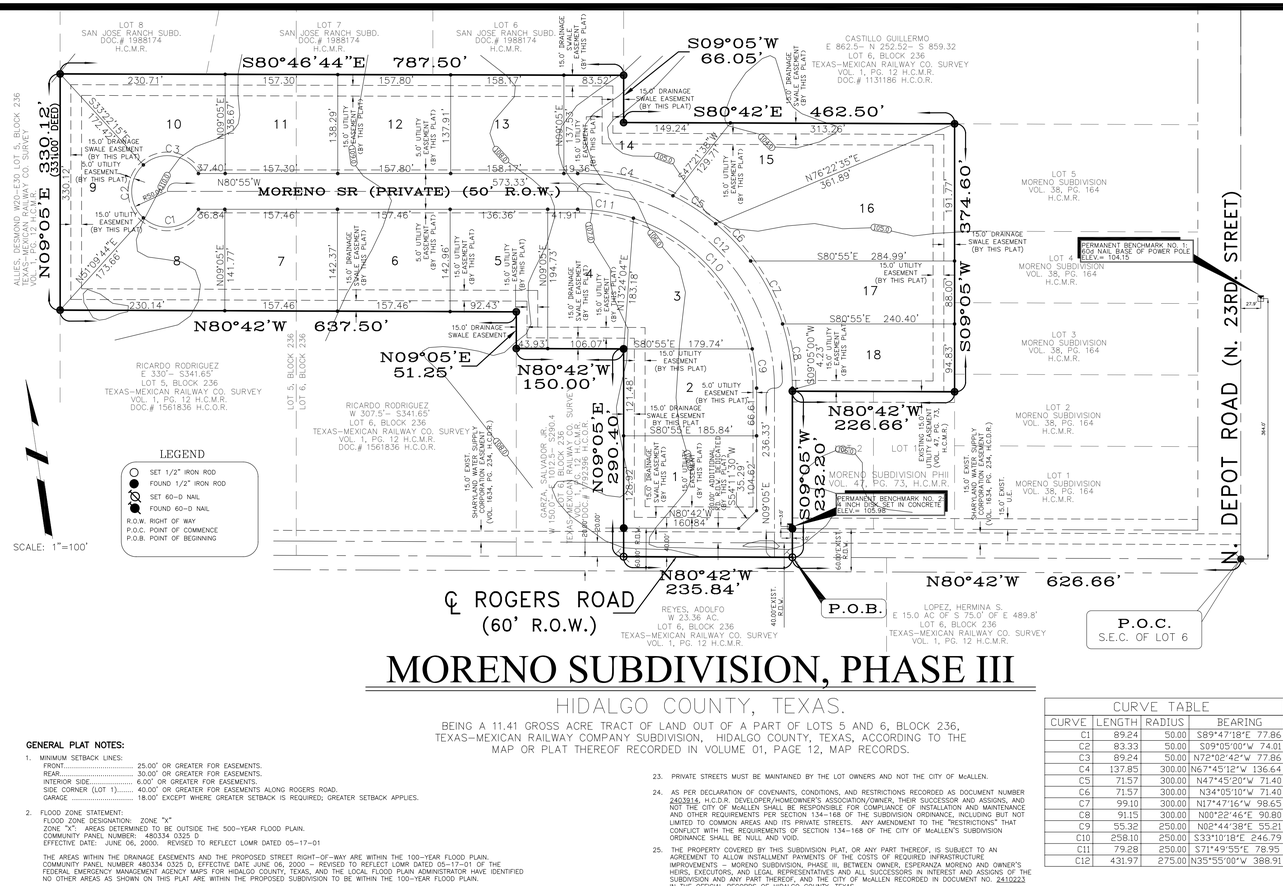
☐ **Preliminary Approval** *subject to comments and future recommendations by planning, other departments and the approval of the City of* **McAllen.**

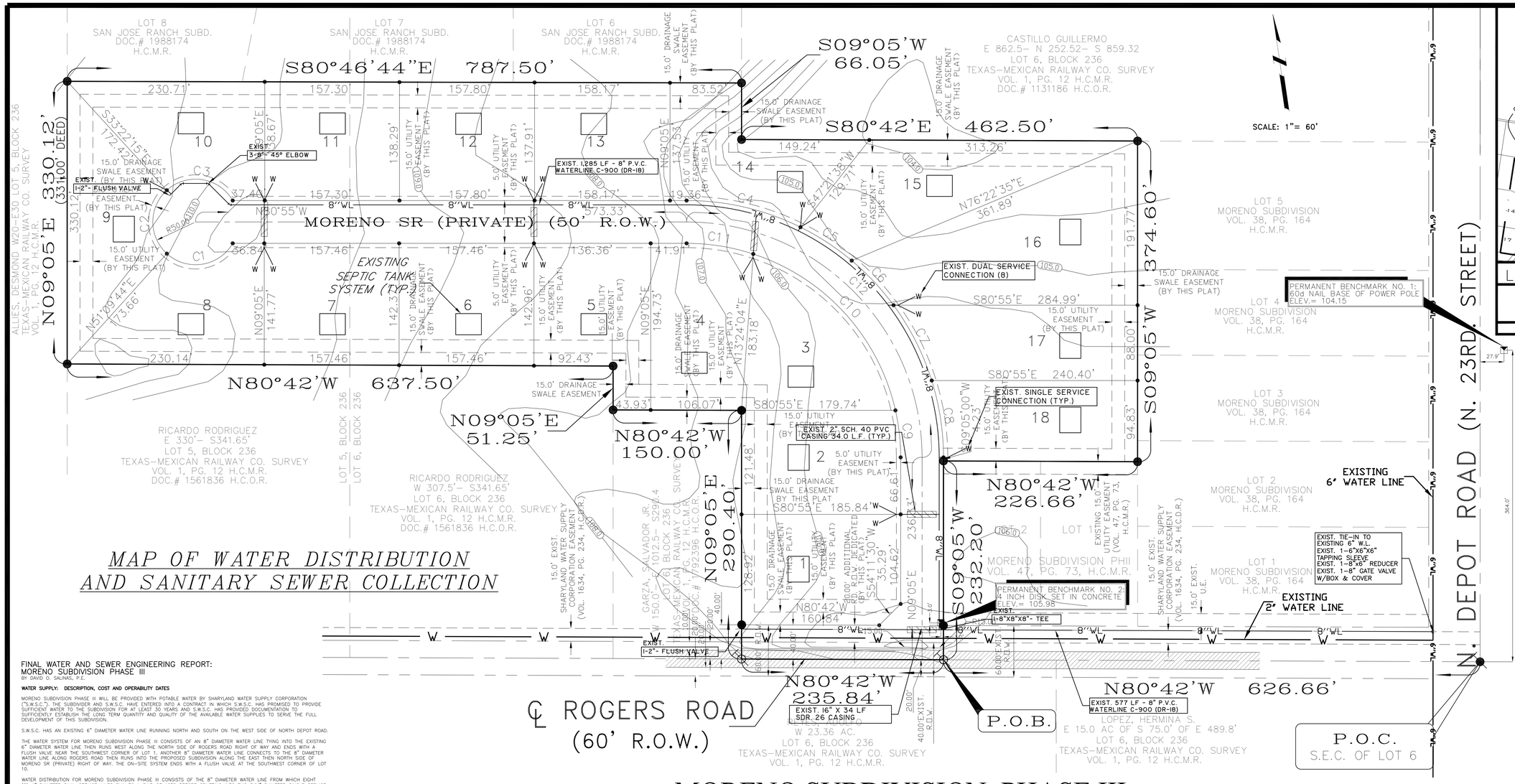
☐ **Preliminary Approval** *subject comments and future recommendations by planning and other Departments*

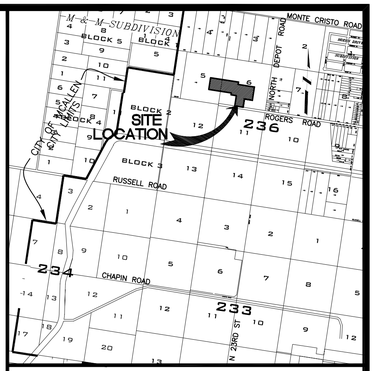
☒ **Final Approval** *subject to recommendations other departments*

☐ **Final Approval** *with financial guarantee.*

* *This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.*


LOT 8 SAN JOSE RANCH SUBD. DOC.# 1988174 H.C.M.R.
LOT 7 SAN JOSE RANCH SUBD. DOC.# 1988174 H.C.M.R.
LOT 6 SAN JOSE RANCH SUBD. DOC.# 1988174 H.C.M.R.
S80°46'44"E 787.50'
S09°05'W 66.05'
S80°42'E 462.50'
CASTILLO GUILLERMO E 862.5~ N 252.52~ S 859.32 LOT 6, BLOCK 236 TEXAS-MEXICAN RAILWAY CO. SURVEY VOL. 1, PG. 12 H.C.M.R. DOC.# 1131186 H.C.O.R.
ALLIES, DESMOND W20-E30 LOT 8, BLOCK 236 TEXAS-MEXICAN RAILWAY CO. SURVEY VOL. 1, PG. 12 H.C.M.R.
N09°05'E 330.12' (331.00' DEED)
MORENO SR (PRIVATE) (50' R.O.W.)
N80°55'W
N80°42'W 637.50'
N09°05'E 51.25'
N80°42'W 150.00'
N09°05'E 290.40'
S09°05'W 232.20'
S80°55'E 284.99'
S80°55'E 240.40'
S80°55'E 179.74'
S80°55'E 185.84'
N80°42'W 226.66'
N80°42'W 160.84'
N80°42'W 235.84'
N80°42'W 626.66'
S09°05'W 374.60'
N09°05'E 330.12'
N09°05'E 331.77'
N09°05'E 141.77'
N09°05'E 194.73'
N09°05'E 193.77'
S09°05'W 88.00'
S09°05'W 94.63'
N09°05'E 121.48'
N09°05'E 104.22'
S09°05'W 60.00'
N09°05'E 66.61'
N09°05'E 236.33'
N09°05'E 85.18'
N09°05'E 83.52'
N09°05'E 136.07'
N09°05'E 43.93'
N09°05'E 25.92'
N09°05'E 26.00'
N09°05'E 26.00'
N09°05'E 26.00





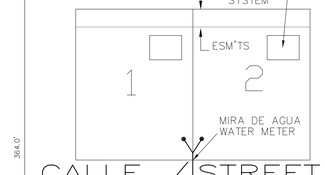
LOCATION MAP SCALE 1"=2000'

PREPARED BY: SALINAS ENGINEERING & ASSOCIATES
2221 DAFFODIL AVENUE
MCALLEN, TEXAS 78501
DATE PREPARED: FEBRUARY 12, 2014

PLAT SHEET 2 OF 3

LOT DETAIL (TYPICAL)

N.T.S.



LEGEND

□ = DENOTES PROPOSED SEPTIC AND DRAIN FIELD SYSTEM

⌐ = DENOTES PROPOSED WATER METER LOCATION

SEPTIC TANK – 2-500 GALLON SYSTEM
SOIL ABSORPTION FIELD – 190 SQ. FT.
THIS IS BASED ON A 3 BEDROOM STRUCTURE

LEYENDA

□ = DENOTA PROPUESTO SEPTICO Y SITEMA DE CAMPO DE DESAGUE

⌐ = DENOTA MEDIDOR DE AGUA PROPUESTO

TANQUE SEPTICO – 2-500 SYSTEMA DE GALON
CAMPO ABSORPCION DE LA TIERRA- 190 SQ. FT.
ESTO SE BASE EN UNA ESTRUCTURA DE 3 DORMITORIOS.

MAP OF WATER DISTRIBUTION AND SANITARY SEWER COLLECTION

FINAL WATER AND SEWER ENGINEERING REPORT: MORENO SUBDIVISION PHASE III

BY DAVID O. SALINAS, P.E.

WATER SUPPLY: DESCRIPTION, COST AND OPERABILITY DATES

MORENO SUBDIVISION PHASE III WILL BE PROVIDED WITH POTABLE WATER BY SHARYLAND WATER SUPPLY CORPORATION ("S.W.S.C."). THE SUBDIVIDER AND S.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH S.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND S.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

S.W.S.C. HAS AN EXISTING 6" DIAMETER WATER LINE RUNNING NORTH AND SOUTH ON THE WEST SIDE OF NORTH DEPOT ROAD.

THE WATER SYSTEM FOR MORENO SUBDIVISION PHASE III CONSISTS OF AN 8" DIAMETER WATER LINE TYING INTO THE EXISTING 6" DIAMETER WATER LINE THEN RUNS WEST ALONG THE NORTH SIDE OF ROGERS ROAD RIGHT OF WAY AND ENDS WITH A FLUSH VALVE NEAR THE SOUTHWEST CORNER OF LOT 1. ANOTHER 8" DIAMETER WATER LINE CONNECTS TO THE 8" DIAMETER WATER LINE ALONG ROGERS ROAD THEN RUNS INTO THE PROPOSED SUBDIVISION ALONG THE EAST THEN NORTH SIDE OF MORENO SR (PRIVATE) RIGHT OF WAY. THE ON-SITE SYSTEM ENDS WITH A FLUSH VALVE AT THE SOUTHWEST CORNER OF LOT 10.

WATER DISTRIBUTION FOR MORENO SUBDIVISION PHASE III CONSISTS OF THE 8" DIAMETER WATER LINE FROM WHICH EIGHT (8) 1" DIAMETER DUAL SERVICE LINES RUN TO A PAIR OF LOTS BEFORE SPLITTING INTO TWO 3/4" DIAMETER SINGLE SERVICE LINES AND TWO (2) 3/4" DIAMETER SINGLE SERVICE LINES THAT TERMINATE AT THE WATER METER BOXES OF EACH LOT.

THE 8" DIAMETER WATER LINE, THE 1" DUAL SERVICE LINES, THE 3/4" SINGLE SERVICE LINES AND THE METER BOXES HAVE ALREADY BEEN INSTALLED AT A TOTAL COST OF $27,302.85 OR $1,516.83 PER LOT. IN ADDITION, THE SUBDIVIDER HAS PAID S.W.S.C. THE SUM OF $50.00, WHICH COVERS THE $50.00 PER LOT AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF WATER METERS, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO S.W.S.C.

UPON REQUEST BY THE LOT OWNER, S.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE SUBDIVIDER DOES NOT NEED TO INSTALL FIRE HYDRANTS. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY S.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

SEWAGE FACILITIES: DESCRIPTION, COST AND OPERABILITY DATES

SEWAGE FROM MORENO SUBDIVISION PHASE III, WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAIN FIELD ON EACH LOT. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR REPLACEMENT DRAIN FIELDS.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY CLAY LOAM. AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE AT OPPOSITE ENDS OF THE PROPOSED DISPOSAL AREA. (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA). THE SOIL IS A UNIFORM FINE SANDY LOAM EXTENDING MORE THAN 24" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE COST TO INSTALL A SEPTIC TANK SYSTEM ON AN INDIVIDUAL LOT IS $1,200.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL AT A TOTAL COST OF $27,302.85. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON DECEMBER 18, 2012.

ENGINEER CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE. I CERTIFY THAT THE COST TO INSTALL THE WATER DISTRIBUTION SYSTEM AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES– THESE FACILITIES ARE FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METERS, WILL COST A GRAND TOTAL OF $27,302.85 WHICH EQUALS TO $1,516.83 PER LOT.
SEWAGE FACILITIES– SEPTIC SYSTEMS HAVE BEEN INSTALLED AT A TOTAL COST OF $1,200.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $21,600.00 FOR THE ENTIRE SUBDIVISION.

DAVID O. SALINAS
P.E. 71973

DATE

REPORTE FINAL DE INGENIERIA PARA AGUA Y DRENAJE: MORENO SUBDIVISION PHASE III:

BY DAVID O. SALINAS, P.E.

PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHAS DE INICIO

LA SUBDIVISION MORENO SUBDIVISION, PHASE III, RECIBIRA SU PROVISION DE AGUA POTABLE POR LA COMPAÑIA DE AGUA SHARYLAND (S.W.S.C.). EL DUEÑO DE LA SUBDIVISION Y LA COMPAÑIA S.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 AÑOS. LA COMPAÑIA DE AGUA S.W.S.C. HA PRESENTADO DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION.

S.W.S.C. TIENE UNA LINEA DE AGUA EXISTENTE DE 6 PULGADAS QUE CORRE DE NORTE A SUR EN EL LADO OESTE DE NORTH DEPOT ROAD.

EL SISTEMA DE AGUA PARA MORENO SUBDIVISION PHASE III CONSISTE EN UNA LINEA DE 8 PULGADAS DE DIAMETRO QUE SE CONECTA EN LA LINEA DE AGUA DE 6" EXISTENTE LUEGO CORRE HACIA EL OESTE ADENTRO DEL DERECHO DE VIA DE ROGERS ROAD EN EL LADO NORTE Y TERMINA CON UNA VALVULA DE PURGA CERCA DE LA ESQUINA SUROESTE DEL LOT 1; OTRA LINEA DE 8 PULGADAS DE DIAMETRO SE CONECTA A LA LINEA DE 8 PULGADAS QUE ESTA EN EL LADO NORTE DE ROGERS ROAD Y LUEGO CORRE HACIA ADENTRO DE LA SUBDIVISION PROPUESTA EN EL LADO ESTE Y LUEGO EL LADO NORTE POR EL DERECHO DE VIA DE LA CALLE MORENO SR (PRIVADA). EL SISTEMA INTERNO DE AGUA TERMINA CON UNA VALVULA DE PURGA CERCA DE LA ESQUINA SUROESTE DEL LOTE 10.

LA DISTRIBUCION DE AGUA PARA LA SUBDIVISION MORENO SUBDIVISION PHASE III CONSISTE DE UNA LINEA DE AGUA DE 8 PULGADAS DE DIAMETRO DEL CUAL SE PRODUCEN OCHO (8) DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIAMETRO PARA CADA DOS LOTES. ESTOS DUCTOS SE SEPARAN PARA PRODUCIR DOS CONDUCTOS DE AGUA DE 3/4" DE PULGADA DE DIAMETRO PARA CADA LOTE. Y TAMBIEN SE PRODUCEN DOS (2) CONDUCTOS INDIVIDUALES DE AGUA DE 3/4" DE PULGADA DE DIAMETRO PARA CADA LOTE. TODOS LOS CONDUCTOS DE AGUA DE 3/4" DE PULGADA DE DIAMETRO SE TERMINAN EN LAS CAJAS DE LOS MEDIDORES DE CADA LOTE.

LAS LINEAS DE AGUA DE 8 PULGADAS DE DIAMETRO, LOS DOBLE-CONDUCTOS DE AGUA DE 1 PULGADA DE DIAMETRO, LOS CONDUCTOS INDIVIDUALES DE 3/4 DE PULGADA DE DIAMETRO, Y LAS CAJAS DE LOS MEDIDORES, YA SE HAN INSTALADO A UN COSTO TOTAL DE US$27,302.85 O US$1,516.83 POR LOTE. ADEMAS, EL DUENO DE LA SUBDIVISION LE HA PAGADO A LA COMPANIA S.W.S.C. LA SUMA DE $00.00, LO CUAL CUBRE EL COSTO DE $00.00 POR LOTE, COMO ESTA DECLARADO EN EL ACUERDO DE SERVICIO DE AGUA DE 30 AÑOS, CUAL SUMA REPRESENTA EL COSTO TOTAL DE LOS MEDIDORES DE AGUA, HONORARIOS DE ADQUISICION DE DERECHOS, Y HONORARIOS DE MEMBRESIAS O OTROS HONORARIOS ASOCIADOS CON LA CONEXION DE LOS LOTES INDIVIDUALES EN LA SUBDIVISION CON LA COMPANIA S.W.S.C.

A PETICION DEL PROPIETARIO DE CADA LOTE, LA COMPANIA S.W.S.C. RAPIDAMENTE INSTALARA SIN COSTO ALGUNO EL MEDIDOR DE AGUA PARA CADA LOTE. EL DUENO DE LA SUBDIVISION NO TENDRA QUE INSTALAR HYDRANTES. LAS INSTALACIONES DE AGUA ENTERAS HAN SIDO APROVADAS Y ACEPTADAS POR LA COMPANIA S.W.S.C. Y DICHAS INSTALACIONES SON OPERABLES DESDE LA FECHA QUE LA SUBDIVISION SE REGISTRE EN EL CONDADO DE HIDALGO.

INSTALACIONES DE AGUAS RESIDUALES: DESCRIPCION, GASTOS Y FECHA DE OPERABILIDAD

LAS AGUAS RESIDUALES DE LA SUBDIVISION SERÁN TRATADAS POR INSTALACIONES DE AGUAS RESIDUALES INDIVIDUALES LOCALES ("OSSF") CONSISTIENDO DE UN DISEÑO ESTANDAR DE FOSA SÉPTICA DE COMPARTIMENTO DUAL Y UN CAMPO DE DESAGÜE EN CADA LOTE. EL ABAJO FIRMANTE INGENIERO PROFESIONAL HA EVALUADO LA IDONEIDAD DEL SITIO DE LA SUBDIVISIÓN PARA CONTENER FOSAS SÉPTICAS "OSSF" Y HA SUMITIDO UN REPORTE QUE CONCLUYE QUE EL SITIO ES ADECUADO PARA CONTENER LAS FOSA SEPTICAS ("OSSF"). EL REPORTE HA SIDO REVISADO Y APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO. CADA LOTE TIENE SUFICIENTE ESPACIO PARA CAMPOS DE DESAGUE DE REEMPLAZO.

CADA LOTE EN LA PROPUESTA SUBDIVISION ES AL MENOS MEDIO ACRE DE TAMAÑO. EL LIBRO DEL ESTUDIO DE SUELO DEL SERVICIO DE CONSERVACIÓN DEL RECURSO NATURAL INDICA EL TERRENO COMO ARENOSO FRANCO ARCILLOSO. AL MENOS DOS EXCAVACIONES DE LA TIERRA FUERON HECHAS EN LUGARES OPUESTOS DEL SITIO DE LA SUBDIVISION. (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE LA TIERRA DENTRO DE LOS LIMITES DE LA SUBDIVISION ES MUY UNIFORME.) LA TIERRA ES DE UNA TEXTURA UNIFORME DE ARENOSO FRANCO ARCILLOSO QUE SE EXTIENDE HASTA EL FONDO DE LAS 36 PULGADAS DE EXCAVACION QUE SE HICIERON. NO HAY INDICACIONES DE AGUA SUBTERRANEA O DE UNA CAPA RESTRICTIVA DENTRO DE LAS PRIMERAS 24 PULGADAS DE EXCAVACION QUE SE HICIERON. LA SUBDIVISION SE DRENA BIEN.

EL COSTO PARA INSTALAR UN SISTEMA SEPTICO EN UN LOTE INDIVIDUAL ES DE $1,200.00, INCLUYENDO EL COSTO PARA EL PERMISO Y LA LICENSIA REQUERIDOS. TODAS LAS FOSAS SEPTICAS "OSSF" HAN SIDO INSTALADAS DESDE EL TIEMPO QUE SE APLICO PARA LA APROVACION FINAL DEL "PLAT" DE LA SUBDIVISION, A UN COSTO TOTAL DE $21,600.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO Y APROVADO LA INSTALACION DE TODAS LAS FOSAS SEPTICAS "OSSF" EL 18 DE DICIEMBRE.

CERTIFICACION DEL INGENIERO:

CON MI FIRMA, CERTIFICO QUE LAS INSTALACIONES DE AGUA Y DE AGUAS RESIDUALES DESCRITOS ANTERIORMENTE ESTAN EN CUMPLIMIENTO CON LAS REGLAS MODELO (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES) ADOPTADAS EN LA SECCION 16.343, CODIGO DE AGUA DE TEXAS. YO CERTIFICO QUE LOS COSTOS PARA INSTALAR EL SISTEMA DE DISTRIBUCION DE AGUA Y LAS INSTALACIONES DE AGUAS RESIDUALES LOCALES DESCRITOS ANTERIORMENTE, SON LOS SIGUIENTES:

INSTALACIONES DE AGUA– LAS INSTALACIONES TOTALMENTE CONSTRUIDAS, CON LA INSTALACION DE LOS MEDIDORES, COSTARA UN GRAN TOTAL DE $27,302.85 QUE ES IGUAL A $1,516.83 POR LOTE.
LAS INSTALACIONES DE AGUAS RESIDUALES– EL SISTEMA SEPTICO HA SIDO INSTALADO HA UN COSTO TOTAL DE $1,200.00 POR LOTE (TODO INCLUIDO), PARA UN TOTAL DE $21,600.00 PARA LA SUBDIVISION ENTERA.

DAVID O. SALINAS
P.E. 71973

FECHA

AS-BUILT PLANS

MORENO SUBDIVISION, PHASE III

HIDALGO COUNTY, TEXAS.

BEING A 11.41 GROSS ACRE TRACT OF LAND OUT OF A PART OF LOTS 5 AND 6, BLOCK 236, TEXAS-MEXICAN RAILWAY COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 01, PAGE 12, MAP RECORDS.

COST ESTIMATE CHART

COST ESTIMATE	
PAVING IMPROVEMENTS:	$ 121,844.50
DRAINAGE IMPROVEMENTS:	$ 15,000.00
WATER DISTRIBUTION:	$ 27,302.85
SANITARY SEWER IMPROVEMENTS/OSSF:	$ 21,600.00
ESTIMACION DE COSTO	
PAVIMENTACION DE CALLES:	$ 121,844.50
DRENAJE PLUVIAL:	$ 15,000.00
SERVICIO DE AGUA POTABLE:	$ 27,302.85
SERVICIO DE DRENAJE SANITARIO:	$ 21,600.00

SUBDIVIDER CERTIFICATION:

1.– BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH THE MINIMUM STATE STANDARDS AND THAT (a). WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b). SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

1.– I (WE), ESPERANZA MORENO, SUBDIVIDER(S) OF MORENO SUBDIVISION, PHASE III, HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY AND QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

ESPERANZA Z. MORENO, TRUSTEE
OR SUCCESSOR TRUSTEE OF THE
ESPERANZA Z. MORENO TRUST

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON (S) WHOSE NAME (S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2014.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES. _____

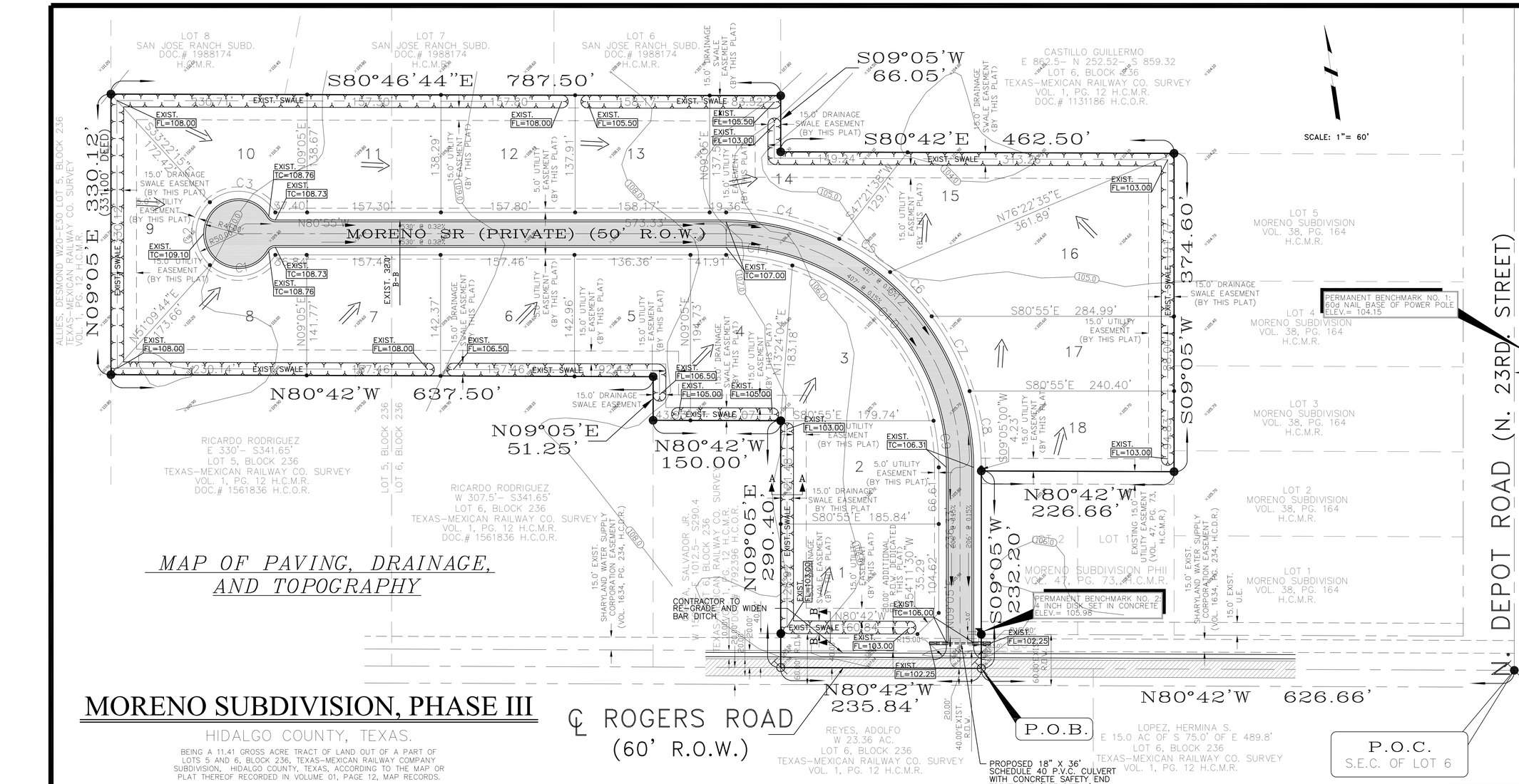
REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED

INDEX SHEET OF MORENO SUBDIVISION, PHASE III

SHEET 1	HEADING; INDEX; LOCATION MAP PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES & BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNERS DEDICATION, CERTIFICATION; AND ATTESTATION; CITY APPROVAL CERTIFICAT; COUNTY CLERK'S RECORDING CERTIFICAT; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE E.T.J. OF A MUNICIPALITY AND DESIGNATE THE PREINCT THE PROJECT IS SITUATED; H.C.O.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; REVISION NOTES.
SHEET 2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); TYPICAL WATER SERVICE CONNECTION; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION.
SHEET 3	DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; TYPICAL ROADWAY SECTION; CURB AND GUTTER SECTION.

SEA
SALINAS ENGINEERING & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
2221 DAFFODIL – McALLEN, TEXAS 78501
(956) 682-2081 (956) 686-1488 (FAX)


S80°46'44"E 787.50'
S09°05'W 66.05'
S80°42'E 462.50'
N09°05'E 330.12' (331.00' DEED)
MORENO SR (PRIVATE) (50' R.O.W.)
N80°55'W
N80°42'W 637.50'
N09°05'E 51.25'
N80°42'W 150.00'
N09°05'E 290.40'
S09°05'W 374.60'
S09°05'W 232.20'
N80°42'W 226.66'
N80°42'W 235.84'
N80°42'W 626.66'
S80°55'E 284.99'
S80°55'E 240.40'
S80°55'E 179.74'
S80°55'E 185.84'
N76°22'35"E 361.89'
S47°21'51"E 147.43'
N15°09'44"E 173.66'
N13°24'04"E 183.18'
Δ=47°21'38" R=150.00' L=129.71'
Δ=13°24'04" R=800.00' L=187.12'
Δ=90°00'00" R=15.00' L=23.56'
Δ=90°00'00" R=15.00' L=23.56'
Δ=90°00'00" R=15.00' L=23.56

AI-45991 **Planning Department 17. B.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: Raul E. Sesin, P.E. **Submitted By:** Nora Cavazos, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Appointment or Re-Appointment of Members for the Hidalgo County Subdivision Advisory Board
a. Precinct No. 2
b. Precinct No. 3
c. Precinct No. 4

2. Appointment or Re-Appointment of Members for the Hidalgo County Board of Building Line Adjustment
a. Precinct No. 2
b. Precinct No. 3
c. Precinct No. 4

BACKGROUND

Below is the current list of the Board of Building Line Adjustment & Subdivision Advisory Board Members:

		Date Appointed:	New Term Due:	Term:
Pct.4	Leonel Garza	8/27/12 - 8/27/14	Aug. 2014	2 Year Term
Pct.2	Manuel Cantu	8/27/12 - 8/27/14	Aug. 2014	2 Year Term
Pct.3	Omar Ramon	8/27/12 - 8/27/14	Aug. 2014	2 Year Term

Attachments

SAB Procedures

BBLA Procedures

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/15/2014 09:27 AM
Glinda Pacheco	Glinda Pacheco	08/21/2014 10:25 AM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Nora Cavazos Started On: 08/13/2014 02:33 PM

Final Approval Date: 08/21/2014

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HIDALGO COUNTY
SUBDIVISION ADVISORY BOARD
OPERATING POLICIES AND PROCEDURES

A. PURPOSE AND AUTHORITY

1. The Hidalgo County Subdivision Advisory Board ("SAB") has been established by the Commissioner's Court (the "Court") of Hidalgo County (the "County"), pursuant to Section G.8. of the Hidalgo County Subdivision Rules, as amended and restated June 17, 1998 (the "Rules"), in an effort to involve the community in issues related land development, plat review, and enforcement measures. The SAB sits in an advisory capacity to the Court regarding these issues.

2. The SAB is vested with the authority to review and submit a recommendation to the Court for approval, conditional approval and disapproval of application for the subdivision of land, including preliminary and final plats. The SAB may also recommend variances or exemptions from the Rules, pursuant to the provisions of said rules and applicable state law. The SAB sits in an advisory capacity to the Court regarding theses issues.

3. The SAB is vested with the authority to review requests for "Certificates of Compliance with Plat Requirements", or authorization to connect to public utilities, and recommend the approval, conditional approval or disapproval for the applications pursuant to the provisions of Chapter 232 of the Texas Local Government Code. The SAB sits in an advisory capacity to the Court regarding these issues.

B. APPOINTMENTS, TERMS, AND VACANCIES

1. Procedures for the appointment of members of the SAB, terms of office, and filling of vacancies are governed by the Rules.

2. Members serve without compensation except for specifically authorized expenditures for travel, conference, enrollment fees, or other similar expenses. Written authorization form the Court is required prior to any expenditure.

3. Members may be removed (i) for cause, (ii) in the manner provided in the Rules, or (iii) by the Court following a recommendation received from the Chairman pursuant to these Operating Policies and Procedures.

C. OFFICERS, QUORUM, AND MEETINGS

1. The Chairman of the SAB is designated by the Court. At the first meeting of each calendar year, the SAB will elect a Vice-Chairman and such other officers as it may deem appropriate. The Chairman will act as presiding officer over all meetings of the SAB, or any committee of the SAB, and will execute all documentation that may be required to be executed on behalf of the SAB. The Vice-Chairman will fulfill the duties of the Chairman during the absence of the Chairman. There is no limitation on the number of terms any member may serve as an officer.

2. Three (3) or more members will constitute a quorum. No meeting shall be conducted without a quorum. As a matter of public policy and as required by the Rules, the SAB shall be subject to the Texas Open Meetings Act and shall be required to post public notice of any meeting at least seventy-two (72) hours before any meeting is called to order.

3. Minutes shall be kept of the SAB's proceedings in accordance with the requirements of the Rules. The minutes of SAB meetings constitute a public record.

4. Regular SAB meetings are scheduled for 5:30 p.m. on the first and third Tuesday of each month in the Commissioner's Courtroom, 100 E. Cano, 1st Floor, Edinburg, Hidalgo County, Texas. A regular meeting may be re-scheduled or a special meeting called by the Chairman or three members of the SAB, provided that the meeting is called in compliance with posting requirements as defined herein. The Hidalgo County Planning Department will be responsible for preparation and posting of all agendas for all SAB meetings. Regular meetings may be canceled by the Chairman if the Planning Department notifies the Chairman that there have been no items submitted for consideration to the Planning Department which are ready for review by the SAB.

D. ATTENDANCE

In order to ensure an expedient County review process for the public regarding land development and utility connections, it is extremely important that members are available for meetings. Therefore, an exceptional attendance record is expected from all members. Except in the case of an emergency, a member who us absent more than three (3) consecutive times form any regular or special meeting of said board, or who is absent from said meetings more than fifty (50) percent of the time during any one calendar year, without a legitimate excuse to be determined by the majority of any such board, shall be automatically dropped from membership. The SAB member shall notify the Chairman, Vice Chairman, or the Planning Administrator no later than 4:00 p.m. prior to any regular or special meeting. When a vacancy exists due to failure to comply with attendance rules, the Court may fill the vacancy at its next regularly scheduled meeting in the manner provided in the Rules. Additionally, the Chairman is authorized to review attendance records and recommend the removal of any SAB member whose attendance record is less than desirable and which has created a burden to the remaining members or has resulted in an inability to call meetings to order for a lack of quorum. The Chairman's recommendation will be submitted to the Court for its consideration.

E. CONFLICT OF INTEREST

Members of the SAB are subject to the conflict of interest provisions of Section G.8.G of the Rules. In the event any member of the SAB has a conflict of interest, as defined in the Rules, that member shall file an affidavit in the form attached hereto as Exhibit "A" with the County Clerk prior to any vote or decision regarding the matter in which the member has an interest. If a member first learns of a conflict during a meeting of the SAB, the member shall immediately announce on the record the existence and nature of such conflict and shall thereafter refrain from any participation in the consideration of the matter, and shall, as soon as practical following the meeting, file the required affidavit.

F. ADMINISTRATIVE TRAVEL

As funding and budgetary constraints permit, travel and lodging will be provided for authorized meetings and conferences being conducted outside the 4-County Rio Grande Valley Areas. Compensation for travel will be calculated at the same rates and under the same regulations as are established for County employees. Authorization for travel must be granted by the Court prior to any travel taken and before submission to the Auditor's and/or Treasurer's office for payment processing.

G. PROCEDURES FOR PLACING ITEMS ON SAB AGENDA

1. No item shall be placed on an agenda for consideration by the SAB until the item has received all requisite approvals of any applicable municipality, water supply corporation, sanitary sewer service provider, irrigation or water district and/or drainage district. In addition, approvals from all County departments other than the Planning Department must be noted on the item prior to placement on an SAB agenda. The item will be placed on a SAB agenda and acted upon by the SAB within forty-five (45) days following the receipt by the Planning Department of the item containing all requisite approvals. Failure of the SAB to act to approve, conditionally approve or disapprove an item within such 45 day period shall result in the item being deemed approved and submitted to the Court.

2. The SAB may take the following actions with respect to an item presented to it for consideration: a) approve the item; b) approve the item subject to the applicant meeting certain conditions; c) reject the item; or d) table the item or take no action on the item and request that the applicant or Planning Department provide the SAB with additional information, data, etc. A notation of the approval, approval with conditions or rejection of the item by the SAB shall be noted on the face of the item and signed by the Chairman.

3. Items approved without conditions, and items deemed approved due to inaction by the SAB, shall be submitted to the Court on the next available agenda date.

4. Items conditionally approved by the SAB shall be referred to the Planning Department for further review, and, except as herein provided to the contrary, shall be submitted to the Court only when all conditions required by the SAB have been met. If the SAB issues a conditional approval of an item, the SAB shall set out in detail the conditions which must be complied with in order to allow the item to proceed through the approval process.

5. Except as herein provided to the contrary, items rejected by the SAB shall be referred back to the Planning Department, and shall not be submitted to the Court until the SAB has again reviewed the item and granted approval or conditional approval for the item. If the SAB rejects an item, it shall set out in detail the reasons for the rejection.

6. The Planning Department shall issue notice to the applicant in writing of any action taken on an item within 5 business days following the action by the SAB. The Planning Department shall maintain a log of notices issued pursuant to this section which shall note the person to whom notice is delivered, the date of delivery, the manner of deliver, and other information deemed necessary by the Planning Department.

7. If the applicant disputes the conditional approval or rejection of an item by the SAB, such action may be appealed to the Court in compliance with this paragraph. Written notice of the appeal, together with a detailed written explanation of the reasons why the decision of the SAB is incorrect, must be received by the Planning Department on or before the 15th day following the issuance by the Department of the notice of rejection or conditional approval under the immediately preceding paragraph. Upon the filing of such appeal, the Planning Department shall cause the item to be placed on the next available Court agenda for consideration and action by the Court. Failure to file an appeal with the Planning Department within the prescribed period shall constitute the applicant's acceptance of the conditions, or the bases of the rejection, as applicable.

HIDALGO COUNTY
BOARD OF BUILDING LINE ADJUSTMENT
OPERATING POLICIES AND PROCEDURES
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HIDALGO COUNTY
BOARD OF BUILDING LINE ADJUSTMENT
OPERATING POLICIES AND PROCEDURES

A. PURPOSE AND AUTHORITY

Pursuant to Texas Local Government Code Section 233.035, the Commissioner's Court of Hidalgo County has established the Hidalgo County Board of Building Line Adjustment ("the Board"). The Board shall hear and decide appeals in cases in which, because of exceptional narrowness, shallowness, shape, topography, existing building development, or another exceptional and extraordinary situation or condition of a specific piece of property, the strict application of a building line established under Texas Local Government Code Chapter 233 Subchapter B would result in peculiar and exceptional difficulties or hardships to the owner of the property. On appeal, the Board may authorize a variance from the strict application of the regulation, under conditions established by the Board, to relieve the hardship or difficulty that relief can be granted without substantially impairing the intent and purpose of the building line or setback line.

B. MODIFICATIONS AND VARIANCES

Subject to appropriate conditions and safeguards, the Board may modify or vary the regulations affecting building or setback lines in cases in which unnecessary hardship may result from a literal enforcement of those regulations, in order to do substantial justice and to observe the purpose of the regulations in protecting the public welfare and safety. Moreover, with appropriate safeguards, the Board may authorize the construction of an improvement or a structure that may encroach on a building or setback line. However, if the County proceeds with the projected improvements of the affected road within the time provided by Texas Local Government Code Section 233.034 (c), the owner of the improvement or structure must remove it at no expense to the County.

C. APPOINTMENTS, TERMS, VACANCIES, MEETINGS, AND MINUTES

The Board shall be composed of five freeholders of the County. Board members shall be appointed by the Hidalgo County Commissioners Court for staggered terms of two years, with two members' terms expiring in one year and three members' terms expiring the next year. However, in making the initial appointments, the Commissioners Court shall designate two members for one year terms and three members for two year terms. The Commissioners Court may remove a member for cause on a written charge after a public hearing. The Commissioners Court shall fill a vacancy on the Board for the unexpired term of the member whose term became vacant.

Vacancies in the office of member of the Board, whether by death, resignation or removal from office, shall be filled by a majority vote of the Court for the un-expired term.

Members may be removed (i) for cause, or (ii) by the Court following a recommendation received from the Chairman or Three Members pursuant to these Operating Policies and Procedures

The Board shall elect its own chairman and shall adopt rules of procedure. The meetings of the Board shall be open to the public. The Board shall keep minutes of its proceedings that shall be filed in the Board's office. These minutes constitute a public record.

Members of the Board shall serve without compensation.

D. OFFICERS, QUORUM, AND MEETINGS

1. The Chairman and Vice-Chairman of the Board shall be elected by a majority vote from its membership at its initial meeting. At the first meeting of each calendar year, the Board will elect a Chairman and Vice-Chairman and such other officers as it may deem appropriate. The Chairman will act as presiding officer over all meetings of the Board, or any committee of the Board, and will execute all documentation that may be required to be executed on behalf of the Board. The Vice-Chairman will fulfill the duties of the Chairman during the absence of the Chairman. There is no limitation on the number of terms any member may serve as an officer.

2. Three (3) or more members will constitute a quorum. No meeting shall be conducted without a quorum. As a matter of public policy and as required by Section 233.025 of the Texas Local Government Code, the Board shall be subject to the Texas Open Meetings Act and shall be required to post public notice of any meeting at least seventy-two (72) hours before any meeting is called to order.

3. Minutes shall be kept of the Board's proceedings in accordance with Texas Local Government Code Section 233.035 requirements. The minutes of Board meetings constitute a public record.

4. Regular Board meetings are scheduled for 5:30 p.m. on the first Thursday of each month in the Commissioner's Courtroom, 100 E. Cano, 1st Floor, Edinburg, Hidalgo County, Texas. A regular meeting may be re-scheduled or a special meeting called by the Planning Administrator, Chairman or three members of the Board, provided that the meeting is called in compliance with posting requirements as defined herein. The Hidalgo County Planning Department will be responsible for preparation and posting of all agendas for all Board meetings. The Chairman may cancel regular meetings if the Planning Department notifies the Chairman that there have been no items submitted for consideration to the Planning Department, which are ready for review by the Board.

E. ATTENDANCE

In order to ensure an expedient County review process for the public regarding land development and utility connections, it is extremely important that members are available for meetings. Therefore, an exceptional attendance record is expected from all members. Except in the case of an emergency, a member who is absent more than three (3) consecutive times from any regular or special meeting of said Board, or who is absent from said meetings more than fifty (50) percent of the time during any one calendar year, without a legitimate excuse to be determined by the majority of any such Board, shall be automatically dropped from membership. The Board member shall notify the Chairman, Vice Chairman, or the Planning Administrator no later than 4:00 p.m. prior to any regular or special meeting. When a vacancy exists due to failure to comply with attendance rules, the Court may fill the vacancy at its next regularly scheduled meeting in the

manner provided in the Rules. Additionally, the Chairman is authorized to review attendance records and recommend the removal of any Board member whose attendance record is less than desirable and which has created a burden to the remaining members or has resulted in an inability to call meetings to order for a lack of quorum. The Chairman's recommendation will be submitted to the Court for its consideration.

F. CONFLICT OF INTEREST

Members of the Board are subject to the conflict of interest provisions as outlined in this section.

1. A person has an interest in the issue being considered if the person:
   a. has an equitable or legal ownership interest in the tract or property;
   b. acts as a developer of the tract or property;
   c. owns voting stock or shares of a business entity that:
      1. has an equitable or legal ownership interest in the tract or property; or
      2. acts as a developer of the tract or property; or
      3. receives in a calendar year money or any thing of value from a business entity described by subdivision c.

A person also is considered to have an interest in the issue being considered if the person is related within the second degree by consanguinity or affinity, as determined under Chapter 573, Government Code, to a person who, under subsection B, has an interest in the matter.

If a member of the Board has an interest in the issue being considered, the member shall file, before a vote or decision regarding the approval or denial of a variance, an affidavit with the county clerk stating the nature and extent of the interest and shall abstain from further participation in the matter. The affidavit must be filed with the county clerk. If a member first learns of a conflict during a meeting of the Board, the member shall immediately announce on the record the existence and nature of such conflict and shall thereafter refrain from any participation in the consideration of the matter, and shall, as soon as practical following the meeting, file the required affidavit.

The Court may, in its sole discretion, remove a member of the Board from office upon a finding by the Court that a member of the Board has violated any provision of this section.

G. PROCEDURES FOR PLACING ITEMS ON BOARD AGENDA

1. Applicant shall request in writing the reason for the variance request and provide supporting documentation for said request. No item shall be placed on an agenda for consideration by the Board until the item has been reviewed and recommendations given by all applicable County departments. Said recommendations must be noted on the item prior to placement on a Board agenda. The item will be placed on a Board agenda and acted upon by the Board within forty-five (45) days following the receipt by the Planning Department of the item containing all requisite approvals. Failure of the Board to act to approve, conditionally approve or disapprove an item within such 45-day period shall result in the item being deemed approved.

2. The Board may take the following actions with respect to an item presented to it for consideration: a) approve the item; b) approve the item subject to the applicant meeting certain conditions; c) reject the item; or d) table the item or take no action on the item and request that the applicant or Planning Department provide the Board with additional information, data, etc.

A notation of the approval, approval with conditions or rejection of the item by the Board shall be noted on the face of the item and signed by the Chairman.

3. Items conditionally approved by the Board shall be referred to the Planning Department for further review, and, except as herein provided to the contrary, shall be allowed to proceed with construction only when all conditions required by the Board have been met. If the Board issues a conditional approval of an item, the Board shall set out in detail the conditions which must be complied with in order to allow the item to proceed for construction.

4. Except as herein provided to the contrary, items rejected by the Board shall be referred back to the Planning Department.

5. The Planning Department shall issue notice to the applicant in writing of any action taken on an item within 10 business days following the action by the Board. The Planning Department shall maintain a log of notices issued pursuant to this section which shall note the person to whom notice is delivered, the date of delivery, the manner of deliver, and other information deemed necessary by the Planning Department.

H. PROCEDURES FOR APPEALS

1. If the applicant disputes the conditional approval or rejection of an item by the Board, such action may be appealed to the Commissioners Court in compliance with this paragraph. Written notice of the appeal, together with a detailed written explanation of the reasons why the decision of the Board is incorrect, must be received by the Planning Department on or before the 30th day following the action or order adopted by the Board. Upon the filing of such appeal, the Planning Department shall cause the item to be placed on the next available Court agenda for consideration and action by the Court. Failure to file an appeal with the Planning Department within the prescribed period shall constitute the applicant's acceptance of the conditions, or the bases of the rejection, as applicable.

2. If the applicant disputes the conditional approval or rejection of an item that has been appealed to the County Commissioners Court, such action may be appealed to the District Court or other Court with proper jurisdiction. Written notice of the appeal, together with a detailed written explanation of the reasons why the decision of the County Commissioners Court and Board is incorrect, must be received by District Court or other Court with proper jurisdiction on or before the 30th day following the action or order adopted by the Court. The appellant must execute an appeal bond in an amount fixed by the court.

AI-46135 **Precinct #2 18. A.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: Comm. Palacios **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Approval of Interlocal Cooperation Agreement (ICA) between City of Pharr and County of Hidalgo for Owassa Rd. Project
2. Approval of ICA project in accordance with Texas Government Code 791.014

BACKGROUND

from I Rd. west to 1/2 mile (project limits)

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-103-0-731/841

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

BUDGETARY IMPACT:

Attachments

ICA

legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/21/2014 03:56 PM
Glinda Pacheco	Glinda Pacheco	08/21/2014 05:18 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Monica Badillo Started On: 08/21/2014 03:48 PM

Final Approval Date: 08/21/2014

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY
AND THE CITY OF PHARR TEXAS

THIS Interlocal Cooperation Agreement is made by and between the County of Hidalgo, Texas, hereinafter referred to as "County" and the City of Pharr, Texas, hereinafter referred to as "City", pursuant to the provisions of the Texas Interlocal Cooperation Act.

WHEREAS, a portion of Owassa Road requires reconstruction (the "Project");

WHEREAS, a portion of Owassa Road, from I Rd. West to North Fir Street lies partially within the corporate limits of the City of Pharr. The Project length for the portion of Owassa Road is 2839 LF of which approximately 1363 LF is located inside Pharr City Limits and which approximately 1476 LF is located in Hidalgo County, Texas (the "Project");

WHEREAS, the parties hereto have determined it is beneficial to both parties to enter into this Agreement and that the benefits to each are reasonable;

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

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

1. County, through Precinct 2, shall for the Project remove existing asphalt, excavate, add new caliche material, lime stabilize or other means, roll and compact base to County standard requirements including all testing processes and prepare base to a finish and pave the Project.

2. The County, at its own cost, will provide all engineering design and technical assistance required.

3. City shall reimburse County an amount not to exceed Thirty Nine Thousand Nine Hundred Ninety and Dollars and 93/100ths ($39,990.93) toward the cost of the Project within thirty (30) days of receipt of invoice from County after completion of the Project.

4. Following completion of the Project maintenance of the existing road within the corporate limits of City shall remain the responsibility of the City.

5. This Agreement shall terminate one (1) year from the execution of this Agreement or completion of the Project.

6. City, pursuant to Tex. Trans. Code §251.012, authorizes County to perform the work described herein.

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

8. **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.

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

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

11. **Texas Law to Apply**. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to City:	City of Pharr Attention: Leopoldo "Polo" Palacios, City Mayor P.O. Box 1729. Pharr, Texas 78577
If to County:	County of Hidalgo County Attention: County Judge Ramon Garcia P.O. Box 758 Edinburg, Texas 78540-0758
With copy to:	Commissioner Hector "Tito" Palacios, Precinct 2 300 W. Hall Acres, Suite G Pharr, Texas 78577

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

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

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

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

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

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

18. **Authority to Execute**. The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.

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

20. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann.§271.903

WITNESS THE HANDS OF THE PARTIES effective the date when signed by the last party.

CITY OF PHARR

_____ _____
Leopoldo "Polo" Palacios, Mayor Date

ATTEST:

_____
City Secretary

HIDALGO COUNTY

_____ _____
Ramon Garcia, County Judge Date

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

_____
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 for a portion of Owassa Road whereby Hidalgo County through Precinct 2, shall remove existing asphalt, excavate, add new caliche material, lime stabilize or other means, roll and compact base to County standard requirements including all testing processes. County will prepare base to a finish and pave such portion of Owassa Road through an Interlocal Cooperation Agreement to be entered into between Hidalgo County and the City of Pharr, Texas

By vote on_____ 2014, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

Zimbra **monica.badillo@co.hidalgo.tx.us**

Hidalgo County/City of Pharr regarding Owassa Road

From : Stephen L. Crain <scrain@atlashall.com> Fri, Aug 22, 2014 01:50 PM

Subject : Hidalgo County/City of Pharr regarding Owassa Road 2 attachments

To : 'Raul Sesin' <Raul.Sesin@co.hidalgo.tx.us>

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

Good Afternoon Mr. Sesin and Ms. Monica:

As per Mr. Crain, see the attached Interlocal Agreement regarding Owassa Road to be placed on the agenda. 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

Atlas Hall Rodriguez

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Atlas Hall Rodriguez

image001.jpg
5 KB

Owassa Road.pdf
1 MB

AI-45964 **Precinct #3 19. A.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

1. Discussion and approval of Interlocal Cooperation Agreement between the City of Palmhurst and County of Hidalgo
2. Approval of ICA project in accordance with Texas Government Code 791.014 - for the overlay of certain streets located in the James Allen Subdivision

BACKGROUND

Road improvement project to overlay streets located in the James Allen Subdivision.

Fiscal Impact

FISCAL YEAR: 14 **ACCT. #:**

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

BUDGETARY IMPACT:

City of Palmhurst has made a contribution of $33,525.00 evidenced by receipt#178336 (4-1200-126-30-123-001-0-000)

Attachments

ICA

Receipt

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/08/2014 04:49 PM
Glinda Pacheco	Glinda Pacheco	08/08/2014 04:59 PM
Auditor's Office	Debbie Tamez	08/14/2014 01:36 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Norma Ceballos Started On: 08/08/2014 04:30 PM

Final Approval Date: 08/21/2014

STATE OF TEXAS §

COUNTY OF HIDALGO §

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

THIS Agreement is made on this the ____ day of _____, 2014, by and between the City of Palmhurst, hereinafter referred to as "City" and the County of Hidalgo, Texas; hereinafter referred to as "County" pursuant to the provisions of the Texas Interlocal Cooperation Act as follows:

W I T N E S S E T H:

WHEREAS, Palmhurst is a municipality located in Hidalgo County, Texas:

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

WHEREAS, City and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries;

WHEREAS, City and County desire to jointly undertake a road improvement project to overlay certain streets located in the James Allen Subdivision (collectively the "Roads") located within the corporate limits of City;

WHEREAS, County has determined that the County will receive benefit from the overlay of the Roads as proposed and that the Roads serve as a connecting link to a major County road;

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act, and pursuant to the County Road and Bridge Act which authorizes counties to improve roadways within the limits of a city with the city's consent.

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

1. The parties agree to cooperate in overlaying the Roads as described herein.
2. County agrees to provide all labor and machinery necessary to complete the overlay of the Roads described herein.

3. The parties agree that City shall at the time of execution of this Agreement deposit the sum of Thirty Three Thousand Five Hundred Twenty Five and no/100ths Dollars ($33,525.00) with County to provide asphalt material overlay of the Roads described herein. Any and all other costs deemed necessary for the Roads shall be paid by the County.
4. County will, to the extent reasonably possible, shall follow the County's standard specifications in overlay improvements unless otherwise agreed in writing by both parties.
5. The parties agree that City and County will each inspect and accept the overlay of the Roads prior to declaring such work completed.
6. City shall, at its sole cost and expense, make any adjustments to utilities that lie within the City's corporate limits which may be necessary for the overlay of the Roads described herein
7. County and City will coordinate work schedules in order to provide for minimal disruption to the public and will complete the herein described road improvements no later than 90 days from execution of the Agreement.
8. City, pursuant to Tex. Trans. Code §251.012, authorizes County to perform the work described herein.

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

10. **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.

11. **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.

12. **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.

13. **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 County:	Hidalgo County, Texas Attention: Ramon Garcia, County Judge 302 W. University Dr. Edinburg, Texas 78539
If to City:	City of Palmhurst, Texas Attention: Ramiro J. Rodriguez, Jr. Mayor 4417 N. Shary Road Palmhurst, Texas 78583
With copy to:	Commissioner, Precinct No. 3 Attention: Joe Flores, Commissioner 724 North 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.

14. **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.

15. **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.

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

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

[SIGNATURE PAGE TO FOLLOW]

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

CITY OF PALMHURST, TEXAS

By: _____
Ramiro J. Rodriguez, Jr., Mayor

ATTEST:

_____
City Secretary

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 to overlay the streets located in James Allen Subdivision(collectively the "Roads") located within the corporate limits of City of Palmhurst, Texas.

By vote on_____ 2014, the Hidalgo County Commissioners Court has approved the Road project identified above.

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

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

Receipt No: 178336

Received From: CITY OF PALMHURST PCT. 3 08/15/14 Date 08/18/14

1	8999	R&B PCT. 3-D/FR OTHR GOVT-PLMHRST	4-1200-126-30-123-001-0-000	33,525.00

Total: **33,525.00**

Check Total	33,525.00
Cash Total	.00
Credit Total	.00
Other Total	.00

AI-46046 **Precinct #4 20. A.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: Jesse Ozuna, Pct. 4 **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Authorization and approval of name change as recommended by LRGVDC 911. Proposed name: Mann S.R.

BACKGROUND

Attachments

email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/18/2014 02:44 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Monica Badillo Started On: 08/18/2014 10:59 AM

Final Approval Date: 08/21/2014

Zimbra **monica.badillo@co.hidalgo.tx.us**

Fwd: Mann S.R.

From : Jesus Ozuna <jesus.ozuna@co.hidalgo.tx.us> Mon, Aug 18, 2014 01:19 PM
Subject : Fwd: Mann S.R.
To : Monica Badillo <monica.badillo@co.hidalgo.tx.us>

Moni,

Below is the email from 911 regarding the agenda item I emailed you about earlier this morning.

Thanks,
Jesse Ozuna

From: "Raul Madero" <rtmadero@sbcglobal.net>
To: "Jesus Ozuna" <jesus.ozuna@co.hidalgo.tx.us>
Sent: Monday, August 18, 2014 12:49:45 PM
Subject: RE: Mann S.R.

Jesse,

There are no conflicts with using “Mann S.R.” as the name for this private road. The suffix S.R. is the equivalent of Private Rd and upon approval of Mann S.R. at Commissioner’s Court we will issue 9-1-1 Physical Addresses using that name.

Raul

From: Jesus Ozuna [mailto:jesus.ozuna@co.hidalgo.tx.us]
Sent: Monday, August 18, 2014 10:28 AM
To: Raul Madero
Subject: Mann S.R.

Good Morning Raul,
I received your voicemail. Thank you for the quick response. Can you provide me with an email stating that "Mann S.R." is accepted by 911? I need documentation for commissioner's court.

Best,

Jesse Ozuna
Hidalgo County Pct. 4
956.383.3112 (o)
956.648.3493 (c)
jesse.ozuna@co.hidalgo.tx.us

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intended recipient(s) and may contain confidential information. Any unauthorized review, use, disclosure, alteration or distribution is strictly prohibited. If you are not the intended recipient, please contact the sender by reply e-mail, delete this email and destroy all copies of the message.

AI-46090 **Precinct #4** **20. B.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: Comm. J. Palacios **Submitted By:** Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

1. Approval of Certification of Revenues by the County Auditor for the MCISD Parking Lot Paving Project.
2. Approval of 2014 appropriation of funds in the amount of $193,091.97 for the MCISD Parking Lot Paving Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-124-007-0-890

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

BUDGETARY IMPACT:

Funds available as of 08/21/14

Attachments

memo

revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/21/2014 03:38 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Veronica Lopez Started On: 08/20/2014 12:42 PM

Final Approval Date: 08/21/2014

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

Memorandum

To: **Ray Eufracio, CPA, County Auditor**

From: **Joseph Palacios, County Commissioner, Pct. No. 4** JAB

Date: **Wednesday, August 20, 2014**

Subject: **Pct. 4 Unearned Revenue – MCISD Parking Lot Paving project- Certification of Revenues**

Cc: **Linda Fong, 1st Assistant County Auditor**
Becky Luna, Director of Accounting

Please let this memo serve as a request for a Certification of Revenues letter from your office in relation to the McAllen ISD Parking Lot Paving projects.

The total amount requested is $193,091.97.

The Agenda Item to approve the Certification of Revenues and appropriation is AI# 46090 CC 08/25/14.

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (956) 292-7025 ext. 5424.

DATE: August 21, 2014

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Pct. #4 Rd. Maint.

2014
Appropriation

AI- 46090

ACCOUNT NUMBER: 4-1200-431-00-124-007-0-890

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
4-1200-431-00-124-007-0-890	PCT4 Rd Maint- Other	$193,091.97
4-1200-337-00-124-004-0-000	R&B PCT4-McAllen I.S.D. Parking Lots	$193,091.97
	TOTAL BUDGET INCREASE (DECREASE)	**$193,091.97**

REASON: Appropriation of funds for Pct 4 MCISD Parking Lot project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-46052 **Budget and Management 21. A.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Consideration and approval of Imposition of Optional Fees for Calendar Year 2015 in accordance with Transportation Code Section 502.401, Section 502.402, and Section 502.403 (option A: No change- Hidalgo County will charge the same fees in 2015)

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

Letter

Backup

Form Review

Inbox	Reviewed By	Date
Roland Garcia (Originator)	Rolando Garcia	08/20/2014 01:15 PM
Budget & Management	Debbie Tamez	08/20/2014 01:27 PM
Glinda Pacheco	Glinda Pacheco	08/20/2014 01:35 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Rolando Garcia Started On: 08/18/2014 02:02 PM

Final Approval Date: 08/21/2014

July 10, 2014

The Honorable County Judge

Re: Imposition of Optional Fees

Your Honor:

County commissioner's courts are statutorily required to notify the Texas Department of Motor Vehicles (TxDMV) each year regarding the imposition or removal of optional fees. Notice must be made to the TxDMV by September 1 with the new fees taking effect on January 1. This letter and attachments will provide you information on how to submit Calendar Year 2015 notification to the TxDMV.

The following is a brief description of the local optional fees from Chapter 502 of the Transportation Code:

County Road and Bridge Fee (Section 502.401):

- may not exceed $10;
- fees collected must be credited to the county road and bridge fund

Child Safety Fee (Section 502.403):

- not less than 50 cents or more than $1.50;
- revenue must be used for school crossing guard services; remaining funds must be used for programs to enhance child safety, health, or nutrition, including child abuse intervention and prevention and drug and alcohol abuse prevention

Transportation Project Fee (Section 502.402) applies to Bexar, Cameron, El Paso, Hidalgo, and Webb counties only:

- may not exceed $10 unless approved by majority of qualified voters in accordance with Texas Transportation Code 504.402 (b-1);
- revenue must be used for long-term transportation projects that are consistent with the purposes specified by Section 7-a, Article VIII, Texas Constitution

Please complete the attached form, *Imposition of Optional Fees,* and return it to the TxDMV. If your county will keep the same optional fees for calendar year 2015, complete OPTION A. If your county will change any fees, complete OPTION B and return the form with a scanned electronic copy of the Commissioners Court Order.

Deadline: Please return the form on or before **Friday, August 22, 2014,** by email to DMV_OptionalCountyFeeUpdates@TxDMV.gov or fax at (512) 467-5909.

If you have any questions, please contact Anita Orr, Vehicle Titles and Registration, Registration Services, at (512) 465-1346. Thank you for your timely response.

Sincerely,

Tim Thompson, Deputy Director
Vehicle Titles and Registration Division

cc: County Tax Assessor-Collectors

Texas Department
of Motor Vehicles

Imposition of Optional Fees
Calendar Year 2015

INSTRUCTIONS: Complete and return this form (including court orders, if required) to the TxDMV via email, *DMV_OptionalCountyFeeUpdates@TxDMV.gov*, or fax (512) 467-5909.

Please submit as soon as possible, but no later than **Friday, August 22, 2014**.

County Name: Hidalgo County

SELECT ONLY ONE OPTION BELOW:

☑ **OPTION A – No change. This county will charge the same fees in 2015.** STOP
Submit this form to TxDMV. A copy of the commissioners court order is NOT required.

- OR -

☐ **OPTION B – The commissioners court has approved fee changes for 2015.**
Enter amounts for each fee, even those that did not change. Enter zero (0) where applicable.

Calendar Year 2015 fees to be collected by your county:

Road and Bridge Fee:	$ _____
Child Safety Fee:	$ _____
Transportation Project Fee (applicable to Bexar, Cameron, El Paso, Hidalgo and Webb counties only):	$ _____
Total Fees to be collected for 2015:	**$ _____**

For Option B, submit this form and a photocopy of the commissioners court order.

Thank you, we appreciate your participation!

Calendar Year 2014 Optional Fees by County

County	Road & Bridge	Child Safety	Trans Project	County	Road & Bridge	Child Safety	Trans Project	County	Road & Bridge	Child Safety	Trans Project	County	Road & Bridge	Child Safety	Trans Project
ANDERSON	$10.00			DIMMIT	$10.00	$1.50		KARNES	$10.00			REAGAN	$10.00		
ANDREWS	$7.00			DONLEY	$10.00			KAUFMAN	$10.00	$1.50		REAL	$10.00		
ANGELINA	$10.00			DUVAL	$10.00			KENDALL	$10.00	$1.00		RED RIVER	$10.00		
ARANSAS	$10.00			EASTLAND	$10.00			KENEDY	$0.00			REEVES	$10.00		
ARCHER	$10.00			ECTOR	$10.00			KENT	$0.00			REFUGIO	$10.00		
ARMSTRONG	$10.00			EDWARDS	$10.00	$1.00		KERR	$10.00			ROBERTS	$5.00		
ATASCOSA	$10.00			ELLIS	$10.00			KIMBLE	$10.00			ROBERTSON	$10.00	$1.50	
AUSTIN	$10.00			EL PASO	$10.00		$10.00	KING	$0.00			ROCKWALL	$10.00		
BAILEY	$10.00			ERATH	$10.00			KINNEY	$10.00			RUNNELS	$10.00		
BANDERA	$10.00			FALLS	$10.00			KLEBERG	$10.00			RUSK	$10.00		
BASTROP	$10.00			FANNIN	$10.00			KNOX	$10.00			SABINE	$10.00	$1.00	
BAYLOR	$10.00			FAYETTE	$10.00			LAMAR	$10.00			SAN AUGUSTINE	$10.00	$1.50	
BEE	$10.00			FISHER	$10.00			LAMB	$10.00			SAN JACINTO	$10.00	$1.50	
BELL	$10.00	$1.50		FLOYD	$10.00			LAMPASAS	$10.00	$1.50		SAN PATRICIO	$10.00	$1.50	
BEXAR	$10.00	$1.50	$10.00	FOARD	$10.00			LA SALLE	$10.00			SAN SABA	$10.00		
BLANCO	$10.00	$1.50		FORT BEND	$10.00	$1.50		LAVACA	$10.00			SCHLEICHER	$10.00		
BORDEN	$0.00			FRANKLIN	$10.00			LEE	$10.00			SCURRY	$10.00		
BOSQUE	$10.00			FREESTONE	$10.00			LEON	$10.00			SHACKELFORD	$10.00		
BOWIE	$10.00			FRIO	$10.00	$1.50		LIBERTY	$10.00			SHELBY	$10.00	$1.50	
BRAZORIA	$10.00			GAINES	$0.00			LIMESTONE	$10.00			SHERMAN	$10.00		
BRAZOS	$10.00	$1.50		GALVESTON	$10.00			LIPSCOMB	$10.00			SMITH	$10.00	$1.50	
BREWSTER	$10.00			GARZA	$10.00			LIVE OAK	$10.00			SOMERVELL	$5.00		
BRISCOE	$10.00			GILLESPIE	$10.00	$1.50		LLANO	$10.00	$0.75		STARR	$10.00		
BROOKS	$10.00	$1.50		GLASSCOCK	$10.00			LOVING	$0.00			STEPHENS	$10.00		
BROWN	$10.00			GOLIAD	$10.00			LUBBOCK	$10.00			STERLING	$0.00		
BURLESON	$10.00			GONZALES	$10.00			LYNN	$10.00			STONEWALL	$10.00		
BURNET	$10.00			GRAY	$10.00			MADISON	$10.00			SUTTON	$10.00		
CALDWELL	$10.00			GRAYSON	$10.00			MARION	$10.00			SWISHER	$10.00		
CALHOUN	$10.00			GREGG	$9.00			MARTIN	$10.00			TARRANT	$10.00		
CALLAHAN	$10.00			GRIMES	$10.00			MASON	$10.00			TAYLOR	$10.00		
CAMERON	$10.00		$10.00	GUADALUPE	$10.00	$1.50		MATAGORDA	$10.00			TERRELL	$5.00		
CAMP	$10.00	$0.50		HALE	$10.00			MAVERICK	$10.00	$1.50		TERRY	$10.00		
CARSON	$10.00			HALL	$10.00			MCCULLOCH	$10.00	$1.50		THROCKMORTON	$10.00		
CASS	$10.00			HAMILTON	$10.00			MCLENNAN	$10.00	$1.50		TITUS	$10.00		
CASTRO	$10.00			HANSFORD	$10.00			MCMULLEN	$0.00			TOM GREEN	$10.00	$1.50	
CHAMBERS	$10.00	$1.00		HARDEMAN	$10.00			MEDINA	$10.00			TRAVIS	$10.00	$1.50	
CHEROKEE	$10.00			HARDIN	$10.00			MENARD	$10.00	$1.50		TRINITY	$10.00	$1.50	
CHILDRESS	$10.00			HARRIS	$10.00	$1.50		MIDLAND	$10.00			TYLER	$10.00	$1.00	
CLAY	$10.00			HARRISON	$10.00			MILAM	$10.00			UPSHUR	$10.00		
COCHRAN	$10.00			HARTLEY	$10.00			MILLS	$10.00			UPTON	$5.00		
COKE	$10.00			HASKELL	$10.00			MITCHELL	$10.00			UVALDE	$10.00		
COLEMAN	$10.00			HAYS	$10.00			MONTAGUE	$10.00			VAL VERDE	$10.00		
COLLIN	$10.00	$1.50		HEMPHILL	$5.00			MONTGOMERY	$10.00			VAN ZANDT	$10.00	$1.50	
COLLINGSWORTH	$10.00			HENDERSON	$10.00			MOORE	$10.00			VICTORIA	$10.00		
COLORADO	$10.00			HIDALGO	$10.00		$10.00	MORRIS	$10.00			WALKER	$10.00		
COMAL	$10.00	$1.50		HILL	$10.00			MOTLEY	$10.00			WALLER	$10.00		
COMANCHE	$10.00			HOCKLEY	$10.00			NACOGDOCHES	$10.00			WARD	$0.00		
CONCHO	$10.00			HOOD	$10.00			NAVARRO	$10.00			WASHINGTON	$10.00		
COOKE	$10.00			HOPKINS	$10.00			NEWTON	$10.00			WEBB	$10.00		$10.00
CORYELL	$10.00			HOUSTON	$10.00			NOLAN	$10.00			WHARTON	$10.00		
COTTLE	$10.00			HOWARD	$10.00			NUECES	$10.00			WHEELER	$5.00	$1.50	
CRANE	$0.00			HUDSPETH	$10.00			OCHILTREE	$10.00			WICHITA	$10.00		
CROCKETT	$5.00			HUNT	$10.00	$1.00		OLDHAM	$10.00			WILBARGER	$10.00		
CROSBY	$10.00			HUTCHINSON	$10.00			ORANGE	$10.00			WILLACY	$10.00		
CULBERSON	$10.00			IRION	$10.00			PALO PINTO	$10.00			WILLIAMSON	$10.00	$1.50	
DALLAM	$10.00			JACK	$10.00			PANOLA	$0.00			WILSON	$10.00		
DALLAS	$10.00			JACKSON	$10.00			PARKER	$10.00			WINKLER	$7.50		
DAWSON	$10.00			JASPER	$10.00			PARMER	$10.00			WISE	$10.00		
DEAF SMITH	$10.00			JEFF DAVIS	$10.00	$1.50		PECOS	$10.00			WOOD	$10.00		
DELTA	$10.00			JEFFERSON	$10.00			POLK	$10.00	$1.50		YOAKUM	$10.00		
DENTON	$10.00	$1.50		JIM HOGG	$10.00	$1.50		POTTER	$10.00			YOUNG	$10.00		
DEWITT	$10.00			JIM WELLS	$10.00	$1.50		PRESIDIO	$10.00			ZAPATA	$10.00	$1.50	
DICKENS	$10.00			JOHNSON	$10.00	$1.50		RAINS	$10.00	$1.50		ZAVALA	$10.00	$1.50	
				JONES	$10.00			RANDALL	$10.00						

NOTE: Fees are authorized by statute in the Texas Transportation Code: Road and Bridge Fee, Sec. 502.401; Child Safety Fee, Sec. 502.403; Transportation Project Fee, Sec. 502.402 (applicable only to Bexar, Cameron, El Paso, Hidalgo and Webb counties).

7/10/2014

AI-46096 **Budget and Management 21. B. 1.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: District Clerk **Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

County Records Management & Preservation (1238):
Approval of 2014 appropriation of funds into the County Records Management & Preservation fund in the amount of $63,840.23 to fund records storage & retrieval services for the months of Oct.-Dec. 2014.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1238-412-00-090-003-0-350

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $63,840.23 to fund records storage & retrieval services for the months of Oct.-Dec. 2014 for the District Clerk's office. Funds available in the Unassigned F/B as of 8-20-14.

Refer to PO # 713162 for CTC Distributing, LTD.

Attachments

DC Records Mgmt appropriation

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	08/20/2014 02:40 PM
Budget & Management	Debbie Tamez	08/20/2014 04:42 PM
Manuel Chapa	Manuel Chapa	08/21/2014 09:10 AM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Ivan Cantu Started On: 08/20/2014 02:07 PM

Final Approval Date: 08/21/2014

DATE: August 25, 2014

2014
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: DBM for Co. Records Mgmt & Preserv.

ACCOUNT NUMBER: 4-1238-412-00-090-003-0-350

Contact Person: Ivan Cantu Ph#: (956) 292-7025 ext. 5425

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
4-1238-412-00-090-003-0- 350	DC County Rec Mgmt-	Other Services	63,840.23
		TOTAL BUDGET INCREASE (DECREASE)	**63,840.23**

REASON: Appropriation of funds to fund records storage & retrieval services for the months of Oct.-Dec. 2014 for the District Clerk's office.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-45862 **Budget and Management 21. B. 2.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: Sergio Cruz **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

County Transportation Infrastructure Fund grant program (1287)
A. Approval of Certification of Revenues by County Auditor for the County Transportation Infrastructure Fund grant program.
B. Approval of 2014 appropriation of funds in the amount of $908,285.00 and $100,920.00 (10% cash match requirement).

BACKGROUND

Approval of County Transportation Infrastructure Fund Grant award in the amount of $908,285.00 approved by Commissioners' Court on 07/22/2014. (RE: 44100)

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1287-431-30-124-151-4-731

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

BUDGETARY IMPACT:

Appropriation of funds in amount of $908,285.00 and $100,920.00 (10% economically disadvantage cash match requirement)for the County Transportation Infrastructure Fund Grant. Revenue Acct #4-1287-334-30-124-151-4-000 "TXDOT-INFRASTRUCTURE FUND-REVENUE"

Attachments

Appropriation
COR

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Sylvia Solis Started On: 08/05/2014 05:09 PM

Final Approval Date: 08/21/2014

DATE: August 20, 2014

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Budget & Management for TXDOT Infrastructure

ACCOUNT NUMBER: 4-1287-431-30-124-151-4-731

Contact Person: Sylvia Solis **Ph#** (956) 292-7025 ext. 5423

2014
Appropriation

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
4-1287-431-30-124-151-4-731	TXDOT Infrastructure - Roads	1,009,205.00
4-1287-334-30-124-151-4-000	*TXDOT-INFRASTRUCTURE FUND-REVENUE*	*908,285.00*
4-1200-431-00-124-007-0-890	*Pct 4 Rd Maint - Other*	*(100,920.00)*
4-1200-491-01-124-287-4-891	*Transfers Out - TXDOT Infrastructure Fund*	*100,920.00*
4-1287-391-01-124-200-4-000	*Transfers In - R&B*	*100,920.00*
	TOTAL BUDGET INCREASE (DECREASE)	1,009,205.00

REASON: Appropriation in the amount of $908,285.00 and $100,920.00 (10% cash match requirement) for the County Transportation Infrastructure Fund Grant to fund road improvements to the Brushline Rd in Edinburg, Texas.

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

2014 AUG 22 PM 2:19
HIDALGO COUNTY
BUDGET OFFICE

August 22, 2014

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of Department of Transportation (TXDOT). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$908,285.00	Award No. CTIF-01-109 TXDOT County Transportation Infrastructure Fund

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/21/14
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-46072 **Budget and Management 21. B. 3.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: Sergio Cruz **Submitted By:** Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

CO 2010A&B (1442):
Approval of 2014 appropriation of funds into CO 2010A&B in the amount of $500.00 to fund agent fees.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1442-475-00-000-000-0-865

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

BUDGETARY IMPACT:

2014 appropriation of funds in the amount of $500.00 to fund fiscal agent fees. Monies are taken from the unassigned f/b.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/20/2014 09:36 AM
Glinda Pacheco	Glinda Pacheco	08/20/2014 01:39 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Merlen P. Munoz Started On: 08/19/2014 01:53 PM

Final Approval Date: 08/21/2014

DATE: August 19, 2014

2014
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **CO 2010A&B**

ACCOUNT NUMBER: 4-1442-475-00-000-000-0-865

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
4-1442-475-00-000-000-0- 865	CO 2010A&B	Fiscal Agent Fees	500.00
		TOTAL BUDGET INCREASE (DECREASE)	**500.00**

REASON: Appropriation of funds from unassigned fund balance to fund pending invoices from BNY Mellon for agent fees (July 2014 - June 2015).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-46127 **Purchasing Department 22. A. 1.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted By: Marty Salazar,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Request authority to publish a project specific advertisement for an RFQ (Request for Qualifications) to establish a "pool" of architects with extensive experience in the design, construction and related services of Judicial & Courthouse Facilities including the approval of the procurement packet.

BACKGROUND

Notes:

Proposed ad dates: Saturday, August 30, 2014;
Saturday, September 6, 2014;

Acceptance date for Statement of Qualifications: Wednesday, September 17, 2014.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Expenditure at this time would only be for advertising.

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/21/2014 04:06 PM
Budget & Management	Debbie Tamez	08/21/2014 04:15 PM
Auditor's Office	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Marty Salazar Started On: 08/21/2014 02:46 PM

Final Approval Date: 08/21/2014

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

September 02, 2014

_____
Participant's name

_____
Address

_____
City

_____
State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Architectural Services Pool For Design, Construction & Related Services-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2014-000-09-17-YSS

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/yss

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
"Professional Architectural Services Pool for Design, Construction & Related Services"
(Including all funding sources, programs, and entities)

RFQ No: 2014-000-09-17-YSS

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 B –Procurement Form –Areas of Specialization	1
5.	Exhibit B, Evaluation Criteria	3
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

September 02, 2014
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Architectural Services Pool for Design, Construction & Related Services"

RFQ NO: 2014-000-09-17-YSS

Acceptance Due Date: **September 17, 2014**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yvette Salinas, Buyer III
(956) 292-7000 Ext. 4874
yvette.salinas@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Architectural Services Pool for Design, Construction & Related Services",** 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 – 2014-000-09-17-YSS-"HIDALGO COUNTY (Including all funding sources, programs, and entities)*** **Professional Architectural Services Pool for Design, Construction & Related Services",** 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 AM, WEDNESDAY, SEPTEMBER 17, 2014.**

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 qualifications are 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**

Architectural Services Pool for Design, Construction & Judicial & Court House Facilities"

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.	**September 17, 2014**
Award of Contract	_____, 20XX
Commence Work or Deliver Products	_____, 20XX

16. HIDALGO COUNTY APPROVED 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 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 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 Architectural Services Pool for Design, Construction & Related Services"

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

PROFESSIONAL ARCHITECTURAL SERVICES POOL FOR DESIGN, CONSTRUCTION & RELATED SERVICES

RFQ No.: 2014-000-09-17-YSS

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Architectural firms in order to establish a pre-qualified pool of Architects 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 Architects will be for a period of one (1) year. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Professional Architectural Services Pool for Design, Construction & Related Services"** (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, September 17, 2014. 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 and clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the 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: Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT: Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via e-mail at yvette.salinas@co.hidalgo.tx.us BY NO LATER THAN Wednesday, September 10, 2014 at 5:00 pm. Responses will be sent to all applicants by Friday, September 12, 2014 at 5:00 pm. 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 engage in subcontract(s) ONLY with the written consent of the Commissioners' Court. Joint ventures are not permitted; the successful respondent must have all element (staffing, credentials, licenses) to successfully complete a project without joint ventures.

TERM OF POOL: The pool term is for a period beginning of one (1) year, or upon completion of project(s) unless project specific for more than this time period.

DAVIS BACON ACT: All selected and awarded firms are required to include to the Davis-Bacon Act when advertising and developing project specifications when applicable.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS: The required contents and limitations for the preparation of the RFQ are described in this section.

UNDERSTANDING OF THE PROJECT: This section should demonstrate the respondent's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS: The County of Hidalgo is seeking to contract with a competent architectural firm(s),that has had experience in, but not limited to, the following areas:

- Design and Related Services
- Federal, State and County-funded construction projects
- Projects located in this general region of the state

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client 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 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 AMERICAN INSTITUTE OF ARCHITECTS, licenses. The architectural firm(s) should include copies of their current Professional Liability Insurance.

SCOPE OF SERVICES: The architectural services contract will encompass all project-related architectural services to the County of Hidalgo including, but not limited to, the following:

A.
- Building Design

- Plans, drawings and specifications
- Preparation of the Bid Packet

B.
- Construction Contract Management
- Conduct all Field Testing and Inspections
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating
- Analysis of all phases of existing Architectural Contracts
- Quality Assurance and Quality Control Services (QAQC)

Additionally, this section should include, but not be restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license certification with state seal
2. History of architectural certification from the Texas Board of Architectural Examiners.
3. General list of analysis and construction projects within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

SECTION III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS: The evaluation system consists of a 100-point system.

1. Professional Qualifications of Team (25)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, 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.

Minimum Qualifications - One (1) A.I.A. with educational background or strong experience in, but not limited to, General Building Design and Construction; structural planning and design; needs assessment; interior design; etc..

Preferred Qualifications - One (1) A.I.A. with educational background and strong experience in, but not limited to, General Building Design and Construction; structural design; needs assessment; interior design; etc., who has designed and constructed various projects in the area.

2. Experience of Project Team/Ability to Commit Resources (25)

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Résumés' of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of various projects proposed as similar work experience.

Minimum Qualifications - One technical staff member shall have five (5) years experience working on various projects.

Preferred Qualifications - One technical staff member shall have ten (10) years experience working on various projects in the area.

3. Experience/Availability of Project Manager (20)

The Project Manager must be a certified AIA, have adequate experience in managing varied projects of a similar nature and scope and shall be a professional Architect registered in the State of Texas; the project manager's resume must be included in an appendix. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

Minimum Qualifications - The project manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.

Preferred Qualifications - The project manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

4. Understanding of Project (20)

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)

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 Architectural 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, or Elected Official, or User Department, in need of Professional 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. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

ATTACHMENT "B"
PROCUREMENT FORM-AREAS OF SPECIALIZATION
HIDALGO COUNTY-PROFESSIONAL ARCHITECTURAL SERVICES POOL FOR DESIGN, CONSTRUCTION & RELATED SERVICES
RFQ NO: 2014-000-09-17-YSS

Name and Address of Firm:	_____ _____ _____
Principals of Firm and Titles:	_____ _____ _____
Architect's Registration No.:	_____

Area of Specialization:

	Design and Construction of Multi-Level Parking Structures		Design for New Construction
	Pre-Design Services		Design for Alterations/Renovations
	Space Planning		Interior Design
	Needs Assessment		Programming
	ADA Compliance		Forensic Studies
	Code Analysis		Cost Estimating
	Master Planning		

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

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. Professional Qualifications of Firm (25)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, 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.

Minimum Qualifications - One (1) A.I.A. with educational background or strong experience in, but not limited to, General Building Design and Construction; structural planning and design; needs assessment; interior design; etc..
Preferred Qualifications - One (1) A.I.A. with educational background and strong experience in, but not limited to, General Building Design and Construction; structural design; needs assessment; interior design; etc., who has designed and constructed various projects in the area.

2. Experience of Project Firm/Ability to Commit Resources (25)

In addition to the Project Manager and the Professional Firm Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project Firm composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Resumés 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 various projects proposed as similar work experience.

Minimum Qualifications - One technical staff member shall have five (5) years experience working on various projects.
Preferred Qualifications - One technical staff member shall have ten (10) years experience working on various projects in the area.

3. Experience/Availability of Project Manager (20)

The Project Manager must be an AIA, have adequate experience in managing varied projects of a similar nature and scope and shall be a professional Architect registered in the State of Texas; the project manager's resumé must be included in an appendix. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years,

etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

Minimum Qualifications - The project manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.
Preferred Qualifications - The project manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

4. Understanding of Project (20)

The proposal shall include the following:
* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

Responsiveness to RFQ:
* Response is Clear
* Response is Well Organized
* Easy to Evaluate
* Appropriate to this RFQ.

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)

The RFQ should indicate through past experience of the proposed Firm 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.

EVALUATION CRITERIA
EXHIBIT "B"
PROFESSIONAL ARCHITECTURAL SERVICES POOL FOR DESIGN, CONSTRUCTION & RELATED SERVICES
RFQ No. 2014-000-09-17-YSS

Selection Criteria	Points	Score
1. Firm's Qualifications (25 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	
➢ Provide information on proposed professional Firm experience	5	
➢ One (1) A.I.A educational background (in General Building Design & Construction, (plans, drawings & specifications, structural planning & design in various projects in the area).	10	
Comments/Rationale For Points:		**TOTAL** _____
2. Firm's Experience of Project (25 pts maximum)		
➢ Designate management structure with Resumes of the key technical staff members in an appendix form	5	
➢ Identifying the project composition, project leadership, reporting responsibilities	10	
➢ One technical staff member with five (5) years experience	5	
➢ One technical staff member with ten (10) years experience	5	
Comments/Rationale For Points:		**TOTAL** _____
3. Availability & Experience of Project Manager (20 pts maximum)		
➢ The Project Manager must be an AIA with adequate experience in similar nature and scope	5	
➢ Must be a Professional Architect registered in the State of Texas and must be included in Appendix	5	
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	
Comments/Rationale For Points:		**TOTAL** _____
4. Understanding of Project (20 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	
Comments/Rationale For Points:		**TOTAL** _____
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	
Comments/Rationale For Points:		**TOTAL** _____
Total Score		

Project Name:_____ Department:_____

Firm/Participant Name:_____

Evaluator's Signature/Name:_____ 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.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u>
Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING
FOR "PROFESSIONAL ARCHITECTURAL 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
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership ____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify _____
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No. _____

State of Incorporation: _____ Date:_____ Other: _____

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt
Less than 250,000 annual gross receipt
Less than 499,000 annual gross receipt
More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

Black American
Hispanic American
Asian Pacific American
Native American
Women
Other

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s): _____ or are Certificate(s) attached?: Yes No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):_____

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.: _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person ►** | **Date ►**

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

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.

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 social security card. 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 social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov/online/ss-5.pdf*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses/* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, 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 ARCHITECTURAL SERVICES POOL FOR DESIGN, CONSTRUCTION & RELATED SERVICES

RFQ No.: 2014-000-09-17-YSS

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response, failure to submit any of these forms may be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Attachment "B" Procurement Form-Areas of Specialization

_____ Exhibit "C" - Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" - CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" - Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) Original, Seven (7) Copies, and Two (2) CD's containing a complete copy of Response.

_____ _____
Signature Date

AI-46102 **Purchasing Department 22. A. 2.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: Martha L. Salazar, HC-PA **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of Change Order No. 3 (in connection with approved CCD#6 8/12/14) in connection with the "Repairs and Renovations-1st and 2nd Floor to the Former Administration Building," in the amount of $11,763.00 from contracted vendor, D. Wilson Construction, Inc., and as recommended by project architect, Alcocer Garcia Associates, with authority for County Judge to execute document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1336-419-40-220-043-0-452

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

BUDGETARY IMPACT:

PO#698457

Attachments

CO 3

Wilson

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/21/2014 02:05 PM
Budget & Management	Debbie Tamez	08/21/2014 02:18 PM
Glinda Pacheco	Glinda Pacheco	08/21/2014 05:18 PM
Auditor's Office	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Rocio Villarreal Started On: 08/20/2014 04:07 PM

Final Approval Date: 08/21/2014

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*: 1st and 2nd Flr Remodel Old Admin Bldg Edinburg, Hidalgo County, TX	**CHANGE ORDER NUMBER:** 003 **DATE:** August 19, 2014	OWNER: ☒ ARCHITECT: ☒ CONTRACTOR: ☒
TO CONTRACTOR *(Name and address)*:	**ARCHITECT'S PROJECT NUMBER:** Alcocer Garcia Associates, Inc. **CONTRACT DATE:** October 23, 2012 **CONTRACT FOR:** General Construction	FIELD: ☐ OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
REFER TO ATTACHED COPY OF EXECUTED CONSTRUCTION CHANGE DIRECTIVE #006.

The original Contract Sum was	$	3,375,220.00
The net change by previously authorized Change Orders	$	239,351.00
The Contract Sum prior to this Change Order was	$	3,614,571.00
The Contract Sum will be increased by this Change Order in the amount of	$	11,763.00
The new Contract Sum including this Change Order will be	$	3,626,334.00

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is FEBRUARY 03, 2015

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Alcocer Garcia Associates, Inc. **ARCHITECT** *(Firm name)*	D Wilson Construction Company **CONTRACTOR** *(Firm name)*	County of Hidalgo **OWNER** *(Firm name)*
1333 E Jasmine McAllen, Texas 78501	P.O. Box 3455 McAllen, Texas 78502-3455	2802 S Business 281 Edinburg, Texas 78539
ADDRESS	**ADDRESS**	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
George A Garcia, Architect *(Typed name)*	Bill Wilson, Owner *(Typed name)*	Ramon Garcia, County Judge *(Typed name)*
8-19-14 **DATE**	8/19/14 **DATE**	**DATE**

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User Notes: (3B9ADA2A)

AIA® Document G714™ – 2007

Construction Change Directive

PROJECT: *(Name and address)*
Hidalgo County Remodel Old Admin Bldg
100 E Cano
Edinburg, Texas 78539

TO CONTRACTOR: *(Name and address)*
D Wilson Construction
P.O. Box 3455
McAllen, Texas 78502

DIRECTIVE NUMBER: 006

DATE: August 1, 2014

CONTRACT FOR:
General Construction

CONTRACT DATED: October 23, 2012

ARCHITECT'S PROJECT NUMBER:

OWNER ☒
ARCHITECT ☒
CONSULTANT ☒
CONTRACTOR ☒
FIELD ☐
OTHER ☐

You are hereby directed to make the following change(s) in this Contract:
(Describe briefly any proposed changes or list any attached information in the alternative.)
1. Change Request #52: $5,080.00 : Provide L/M for the installation of new gypsum board with tape, float, texture along south wall of South Tower, 1st & 2nd Floors.
2. Change Request #53: $4,626.00: Re-do electrical/plumbing service lines for the installation of new structural steel members (Owner's request)
3. Change Request #56: $1,571.00 : Re-work new partitions at existing storefront.
4. Change Request #57: $486.00 : Additional Door Hardware Per Owner's Request

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price:
   - ☒ Lump Sum of $ 11,763.00 (items 1,2,3,4 above)
   - ☐ Unit Price of $ per
   - ☐ As provided in Section 7.3.3 of AIA Document A201™–2007
   - ☐ As follows:

APPROVED BY COMMISSIONERS' COURT ON: 8/12/14

2. The Contract Time is proposed to N/A (0) days. The proposed adjustment, if any, is N/A

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

Alcocer Garcia Associates, Inc.	County of Hidalgo	D. Wilson Construction Company
ARCHITECT *(Firm name)*	OWNER *(Firm name)*	CONTRACTOR *(Firm name)*
1333 E Jasmine	2802 S Business Highway 281	P.O. Box 3455
McAllen, Texas 78501	Edinburg, Texas 78539	McAllen, Texas 78502
ADDRESS	ADDRESS	ADDRESS
George A Garcia	Ramon Garcia	
BY *(Signature)*	BY *(Signature)*	BY *(Signature)*
George A Garcia, Architect	Ramon Garcia, County Judge	Bill Wilson
(Typed name)	*(Typed name)*	*(Typed name)*
8-1-14	8/12/14	8/12/14
DATE	DATE	DATE

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D. Wilson Construction Comp y
P.O. Box 3455
McAllen, TX 78502-3455
Ph: (956) 686-9573

Change Request

To: George A. Garcia
Alcocer Garcia Associates, Inc
1233 E. Jasmine Ave
McAllen, TX 78501
Ph: (956) 618-2007 Fax: (956) 618-2008

Number: 52
Date: 7/13/14
Job: 12.561 Remodel Administration Bldg
Phone:

Description: Finishing out South wall both floors, NIC

We are pleased to offer the following specifications and pricing to make the following changes

insulate between furring strips, hang sheetrock, tape, float, & texture and painting charged in original scope. South wall first & second floor Reference RFI #45

The total amount to provide this work is $5,080.00

The schedule will be impacted

If you have any questions, please contact me at

Submitted by: Manuel M. Ornelas, D. Wilson C

Approved by: _____
Date _____

Cc: Stan Ramos (Hidalgo County), Horacio Quintero (D. Wilson Construction Co.), valoe.guerra@co.hidalgo.tx.us, Mateo Salazar (D. Wilson Construction Co.), apalacios@prodigycompany.com, Ed Alcocer, AGABC

HC Reno to Fmr Admin Bldg. RFI #45

DATE: Sunday 7.13.2014

Completion February 3, 2015

#

12-000	**Furnishings**			
12-300	Educational Casework			
12-348	Laboratory Casework			
12-504	Horizontal Blinds			
	SUBTOTAL			
15-000	**MEP**			
15-100	Plumbing Contractor			
15-300	Fire Sprinkler System			
15-300	FM 200			
15-500	HVAC Contractor			
16-100	Electric Contractor/ Fire Alarm			
	SUBTOTAL			
	PROJECT SUBTOTAL		4,600	
	D. Wilson Construction Company fee	7.00%	322	
			4,922	
91-871	1 Builder's Risk Policy (Hughston quote)	0.000%	0	
91-874	Liability insurance	0.620%	31	
	INSURANCE SUBTOTAL		31	
	PROJECT SUBTOTAL		4,953	
91-870	Bond		127	
	PROJECT TOTAL		5,080	

HC Reno to Fmr Admin Bldg. RFI #45

DATE: Sunday 7.13.2014

Completion February 3, 2015

#

09-000	**FINISHES**	
09-100	Gypsum Wall Board Systems	4,200
09-200	Lath & Plaster	
09-500	Acoustical Lay In Ceiling	
09-310	Ceramic Tile	
09-520	Acoustical Wall Panels Fabrics, Diffusers	
09-520	Acoustical Labor	
09-670	Resinous Flooring	
09-680	Carpet	
09-685	VCT	
09-629	Floor Protection Temporary	
09-900	Painting/VWC	400
	SUBTOTAL	4,600

10-000	**SPECIALTIES: LABOR INCLUDED ON EACH LINE ITEM**	
10-100	TV Mount Brackets (50)	
10-100	TV Mount Brackets Labor	
10-100	Maunal Projection Screens (52 & 1 Oversized)	
10-100	Maunal Projection Screens Labor	
10-100	Motorized Projection Screens	
10-100	Motorized Projection Screens Labor	
10-100	Curtain and Curtain Track (3 @ A115)	
10-100	Curtain and Curtain Track Labor	
10-260	Corner Guards	
10-260	Corner Guards Labor	
10-100	Library Security System	
10-100	Library Security System Labor	
10-100	Ice Machine	
10-100	Ice Machine labor	

ERICO
BUILDING SYSTEMS, LLC
3714 W. Mile 17 ½
Edinburg, Texas 78541

July 1, 2014

PROPOSAL/CHANGE ORDER #7

PROJECT: Hidalgo County Administration 1st & 2nd floor renovations (Edinburg, Texas)

Please find my proposed bid in the amount of FOUR THOUSAND TWO HUNDRED DOLLARS & NO 100 ($4,200.00) for the extra work needed for completion of this project.

CHANGE ORDER #7: $4,200.00

- Included: Provide and install 1" rigid board insulation
- Provide and Install 5/8" sheetrock on top of rigid board.

Should you have any questions concerning this proposal, please feel free to give me a call @ 789-0794. Thank you.

Eric R. Garcia
ERICO BUILDING SYSTEMS, LLC

HC
RFI #45

M & A Painting Service, Inc.

Miguel Barboza Jr.

3711 E. Main Ave.
Mion, TX 78573

Phone:(956)585-6167
Fax: (956)583-3909

E-mail:mapaintingservice@att.net

BASE BID: $450.00

AS PER PLANS & SPECS

PROJECT:

HIDALGO COUNTY OLD ADMINISTRATION BUILDING
EDINBURG, TEXAS

THIS BASE BID INCLUDES:

RFI #45 TO PROVIDE A COST PROPOSAL FOR 220' SQUARE FEET TO TAPE, FLOAT AND TEXTURE ONLY. PAINT IS NOT INCLUDED AS THIS WALL WAS SUPPOSED TO BE EXISTING AND WAS SCHEDULED TO PAINT ALREADY BY ORIGINAL PLANS

ACKNOWLEDGE OF ADDENDUMS:

PLEASE CALL MIKE IF YOU HAVE ANY QUESTIONS @ 956-605-5043

MIGUEL BARBOZA JR

M&A REPRESENTATIVE

7-10-2014

DATE

THIS BID IS GOOD FOR 30 DAYS FROM ABOVE DATE

D. Wilson Construction Comp[illegible]y
P O Box 3455
McAllen, TX 78502-3455
Ph (956) 686-9673

Change Request

To: George A. Garcia
Alcocer Garcia Associates, Inc
1333 E. Jasmine Ave
McAllen, TX 78501
Ph (956) 618-2007 Fax (956) 618-2008

Number: 53
Date: 7/13/14
Job: 12-561 Remodel Administration Bldg
Phone:

Description: Remove, replace, re-route above ceiling utility lines

We are pleased to offer the following specifications and pricing to make the following changes

Remove, replace, re-route above ceiling utility lines i.e. plumbing, electrical & sprinkler lines in conflict with newly introduced structural steel. Reference RFP #27, RFI #21

The total amount to provide this work is $4,626.00

The schedule will be impacted

If you have any questions, please contact me at

Submitted by: Manuel M. Ornelas, D. Wilson C

Approved by: _____

Date: _____

Cc: Stan Ramos (Hidalgo County); valde.guerra@co.hidalgo.tx.us; Horacio Quintero (D. Wilson Construction Co.); Mateo Salazar (D. Wilson Construction Co.); apalacios@prodigycompany.com

HC Reno to Fmr Admin Bldg. RFP # 37

DATE: Sunday 7.13.2014

Completion February 3, 2015

#

12-000	**Furnishings**			
12-360	Educational Casework			
12-348	Laboratory Casework			
12-504	Horizontal Blinds			
	SUBTOTAL			
15-000	**MEP**			
15-100	Plumbing Contractor		1,730	
15-300	Fire Sprinkler System		1,430	
15-300	FM 200			
15-500	HVAC Contractor			
16-100	Electric Contractor/ Fire Alarm		1,029	
	SUBTOTAL		4,189	
	PROJECT SUBTOTAL		4,189	
	D. Wilson Construction Company fee	7.00%	293	
			4,482	
91-871	1 Builder's Risk Policy (Hughston quote)	0.000%	0	
91-874	Liability insurance	0.620%	28	
	INSURANCE SUBTOTAL		28	
	PROJECT SUBTOTAL		4,510	
91-870	Bond		116	
	PROJECT TOTAL		4,626	

Faires Plumbing Co., Inc.
P. O. Box 1199
Edinburg, Texas 78540
Ph. 956-383-3221 Fax 956-383-7382

July 1, 2014

D. Wilson Construction

Re: Hidalgo County Renovation to Administration
RFP #27 Relocate piping for structural beams

Attn.: Manny Ornelas

Dear Sir.
As per your request we submit a price of **$1,730.00** to remove and reroute existing piping to accommodate structural changes at the project site. Please advise

Thank you,

Mike Fuentes

Alliance Specialized Systems
Fire Sprinkler Contractor
Texas SCR-0798
HUB Certified
E-Mail [illegible]

602 North McColl Road
McAllen, Texas 78501
(956) 682-1602
(956) 682-1605
July 7, 2014

Attn: Manuel Orneias
D. Wilson Construction
1209 East Pecan
McAllen Texas
P: (956) 686-9573
F: (956) 686-3270

RE: RFP-27
Our Ref. #: ED77

Alliance Specialized Systems is pleased to provide our quotation of One Thousand Four Hundred Thirty Dollars ($1,430.00) to provide material and labor to reroute the 3" sprinkler main and branch lines as needed per RFP-27.

Exclusions:
1. NA
2. Tax

THIS AGREEMENT CONSISTS OF THESE AGREEMENT PAGE AND THE TERMS AND CONDITIONS ATTACHED HERETO, and is the complete agreement between the parties. Customer acknowledges that he has read this agreement, understands it, and agrees to be bound by its terms and conditions. Neither party shall be bound by any statements or representations not contained in this agreement.

Respectfully submitted,

Ed De Rueda
Operations Manager
Alliance Specialized Systems

METRO

ME

☐ MAIN OFFICE

☐ BRANCH OFFICE

RECEIVED

BY

[illegible]

[illegible]
[illegible]
[illegible]

Re: Metro Electric
Metro Electric Ltd
Hidalgo Administration Building Renovations – CPR #14

Please add $1,029.00 from our base contract amount for the following changes

SCOPE OF WORK

Furnish and install materials for RFP #2 revised, install and remove 4" conduit

[illegible] have any questions please advise accordingly

Sincerely
Metro Electric Ltd

Jay Gallegos
Project Manager

[illegible]

Change Price Request Cost Analysis

PROJECT: Hidalgo Administration Building Renovation Project
CONTRACTOR: D. Wilson Construction Company

DESCRIPTION OF CHANGE: Revise RFP #27

Metro Electric, Inc. CPR #14

Description	Quan. Reqd.	Material Cost	Unit	Material Total	Labor Total
[illegible]	60.00	$ 140.48	C	$ 224.77	$ 328.27
[illegible]	0.50			$ -	$ 213.60
[illegible]	10.00	$ 54.00	C	$ 13.45	$ 31.67
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -

D. Wilson Construction Company
P O Box 3455
McAllen TX 78502-3455
Ph (956) 686-9573

Change Request

To: George A Garcia
Alcocer Garcia Associates Inc
1333 E Jasmine Ave
McAllen, TX 78501
Ph (956)618-2007 Fax (956)618-2008

Number: 56
Date: 7/25/14
Job: 12-56 Remodel Administration Bldg
Phone:

Description: Wall window T F T & P per RFP #008

We are pleased to offer the following specifications and pricing to make the following changes

New additional work as per RFP #008 Rework metal stud walls, install new window frame break metal mullions T F T & P As per RFP #008. 7 14 2014

The total amount to provide this work is $1,671.00

The schedule will be impacted

If you have any questions, please contact me at

Submitted by: Manuel M. Ornelas D. Wilson C

Approved by: _____

Date: _____

Cc: Ed Alcocer, AGADC, Horacio Quintero (D Wilson Construction Co), Stan Ramos (Hidalgo County), apalacios@prodigycompany com, valde guerra@co hidalgo.tx us

HC Reno to fmr Admin Bldg. RFP 008

DATE: Friday 25, 2014 Alternates

Completion

Days

Months

February 18,2014

Square Feet:

	SUBTOTAL	
06-000	**CARPENTRY**	
06-050	Rough Carpenrty -Hang Chain Curtain	
06-410	Custom Cabinets	
	SUBTOTAL	
07-000	**MOISTURE PROTECTION**	
07-115	Shower Stall Wator Proofing	
07-160	Dampproofing Above Grade	
07-210	Building Insulation	
07-270	Firesopping and Firesating	
07-402	PreFinished Metal Roofing	
07-525	Mod. Bit. Mem. Roofing	
07-620	Gutters/ Downspouts	
07-831	Roof Hatches and Heat/Smoke Vents	
07-900	Building Sealants	
	SUBTOTAL	
08-000	**DOORS & WINDOWS**	
08-100	Hollow Metal Doors and Frames & HDW	
08-213	Plastic Laminate Faced Doors	
08-710	Finish Hardware	
88-100	Frame/Door/Hdwr Labor	
08-305	Access Doors	
08-332	Overhead Rolling Doors	
08-750	Glass & glazing	922
08-950	Insulated Translucent Skylights	
	SUBTOTAL	922

HC Reno to fmr Admin Bldg. RFP 008

DATE: Friday 25, 2014 Alternates

Completion

Days

Months

February 18,2014 Square Feet:

09-000	**FINISHES**	
09-100	Gypsum Wall Board Systems	Framing
09-200	Lath & Plaster	
09-500	Acoustical Lay In Ceiling	
09-310	Ceramic Tile	
09-520	Acoustical Wall Panels, Fabrics Diffusers	
09-520	Acoustrical Labor	
09-670	Resinous Flooring	
09-680	Carpet	
09-685	VCT	
09-629	Floor Protection Temporary	
09-900	Painting and Staining	
		500

SUBTOTAL

10-000	**SPECIALTIES: LABOR INCLUDED ON EACH LINE ITEM**	
10-100	TV Mount Brackets (50)	
10-100	TV Mount Brackets Labor	
10-100	Maunal Projection Screens (52 & 1 Oversized)	
10-100	Maunal Projection Screens Labor	
10-100	Motorized Projection Screens	
10-100	Motorized Projection Screens Labor	
10-100	Curtain and Curtain Track (3 @ A115)	
10-100	Curtain and Curtain Track Labor	
10-260	Corner Guards	
10-260	Corner Guards Labor	
10-100	Library Security System	
10-100	Library Security System Labor	
10-100	Ice Machine	
10-100	Ice Machine labor	

HC Reno to fmr Admin Bldg. RFP 008

DATE: Friday 25, 2014 Alternates

Completion

Days

Months

February 18,2014 Square Feet:

12-000	**Furnishings**		
12-300	Educational Casework		
12-348	Laboratory Casework		
12-504	Horizontal Blinds		
	SUBTOTAL		
15-000	**MEP**		
15-100	Plumbing Contractor		
15-300	Fire Sprinkler System		
15-300	FM 200		
15-500	HVAC Contractor		
16-100	Electric Contractor/ Fire Alarm		
	SUBTOTAL		
	PROJECT SUBTOTAL		1,422
	D. Wilson Construction Company fee	7.00%	100
			1,522
91-871	1 Builder's Risk Policy (Hughston quote)	0.009%	0
91-874	Liability insurance	0.620%	9
	INSURANCE SUBTOTAL		10
	PROJECT SUBTOTAL		1,532
91-870	Bond		39
	PROJECT TOTAL		1,571

G&S Glass, LLC
616 N. Closner Blvd.
Edinburg, TX 78541-3474

Estimate

Date	Estimate #
[illegible] 23 2014	97[illegible]

Name / Address
D. WILSON CONSTRUCTION 1206 E. Pecan P.O. Box 3455 McAllen, TX 78501 Phone: 686-95[illegible] Fax: 686-[illegible]27[illegible]

Project

Description	Qty	Rate	Total
SOUTH PLAZA FURNISH AND INSTALL ONE (1) 3068 SINGLE SWING DOOR WITH 3068 SIDE LIGHT OPENING		686.25	686.25
[illegible]	3	[illegible]8.5[illegible]	[illegible]55.5[illegible]
FIRST FLOOR [illegible] SECOND FLOOR [illegible]			
[illegible]			
[illegible] FORMER CAMPUS SIGNAGE EDINBURG HIDALGO COUNTY, TEXAS			

Subtotal	$921.75
Sales Tax (8.25%)	$0.00
Total	$921.75

Phone #	Fax #	E-mail
(956) 287-1162	(956) 287-1161	gs5car@yahoo.com

M & A Painting Service, Inc.

Miguel Barboza Jr.

3711 E. Main Ave.
Alton, TX 78573

Phone:(956)585-6167
Fax: (956)583-3999

Emailmapaintingservice@att.net

BASE BID: $500.00

AS PER PLANS & SPECS

PROJECT:

HIDALGO COUNTY OLD ADMINISTRATION BUILDING
EDINBURG, TEXAS

THIS BASE BID INCLUDES:

RFP #008
PRICE FOR ADDITIONAL DRYWALL FINISHING AND PAINTING.

ACKNOWLEDGE OF ADDENDUMS:

PLEASE CALL MIKE IF YOU HAVE ANY QUESTIONS @ 956-605-5043

X MIGUEL BARBOZA JR
M & A REPRESENTATIVE

DATE 7-17-2014

THIS BID IS GOOD
FOR 30 DAYS FROM
ABOVE DATE

July 16, 2014

REQUEST FOR PROPOSAL
008
NEW WALL/CEILING TO
EXISTING EXTERIOR GLAZING
REVISED DETAILS RD-1, RD-2, RD-3

Mr. Ornelas;

Provide costs, if applicable, at your earliest opportunity so that Owner may review.
If accepted, a Construction Change Directive will be issued.

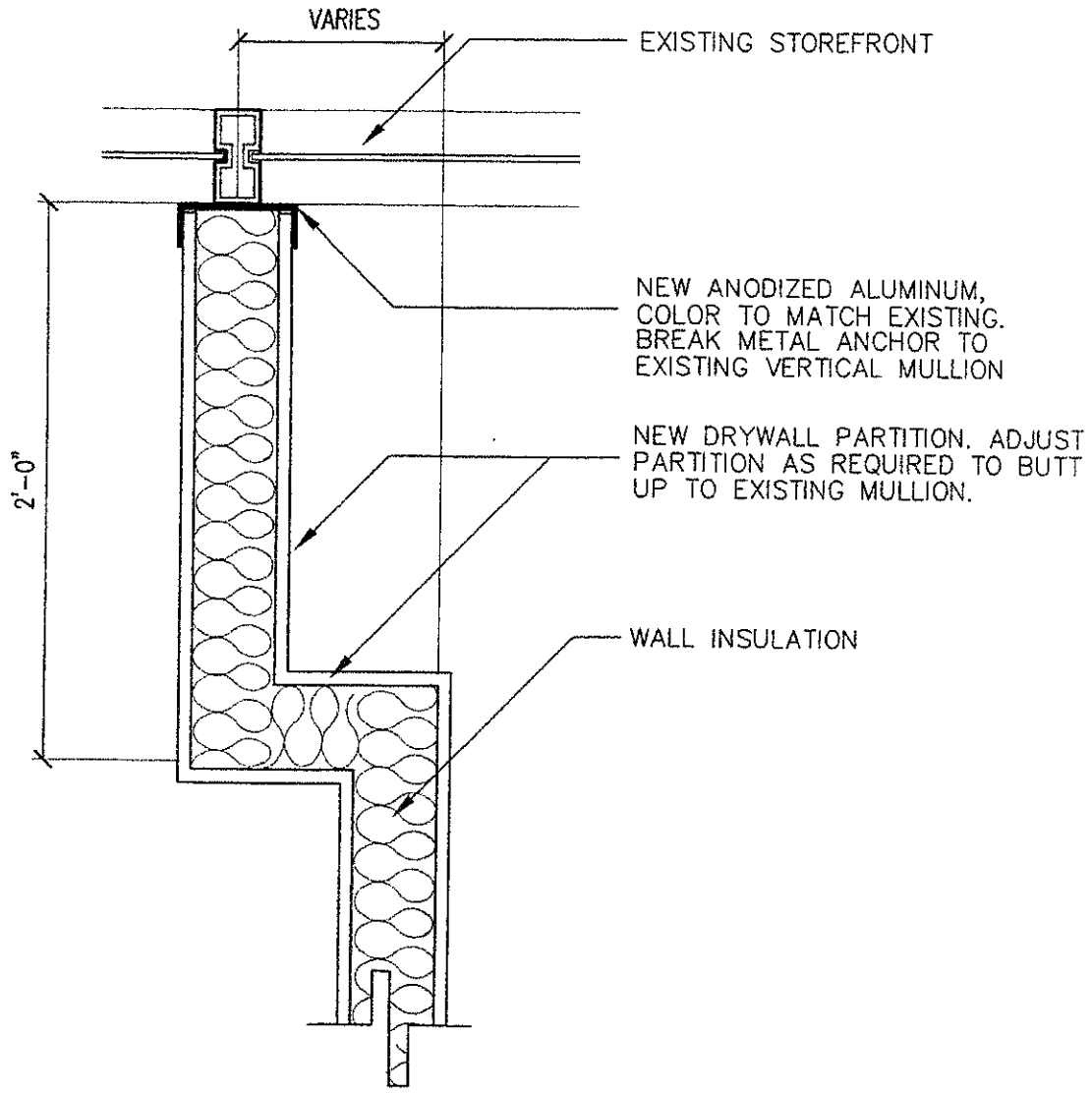
Alcocer Garcia Associates, Inc.

Eduardo Alcocer

Eduardo Alcocer

President

1333 E. Jasmine Ave. McAllen, Texas 78501 Office: 956.618.2007 Fax: 956.618.2008 Web: www.agadc.com



TYPCIAL PLAN DETAIL AT WALL TO EXISTING MULLION

SCALE: 1½" = 1'-0"

FIRST FLOOR:
TYPICAL AT OFFICES:

C-1/103
C-1/104
175
176
C-2/202
C-2/203

SECOND FLOOR:

261
263
C-6/107
C-6/108

REGISTERED ARCHITECT
GEORGE A. GARCIA
5476
STATE OF TEXAS

7-14-14

LICENSE EXPIRATION
DATE: 08.31.2014

AGA

Alcocer Garcia Associates, inc.
Design Consulting
1333 E. Jasmine Ave.
McAllen, Texas 78501
Office 956.618.2067
Fax 956.618.2068
Web WWW.AGAOC.COM

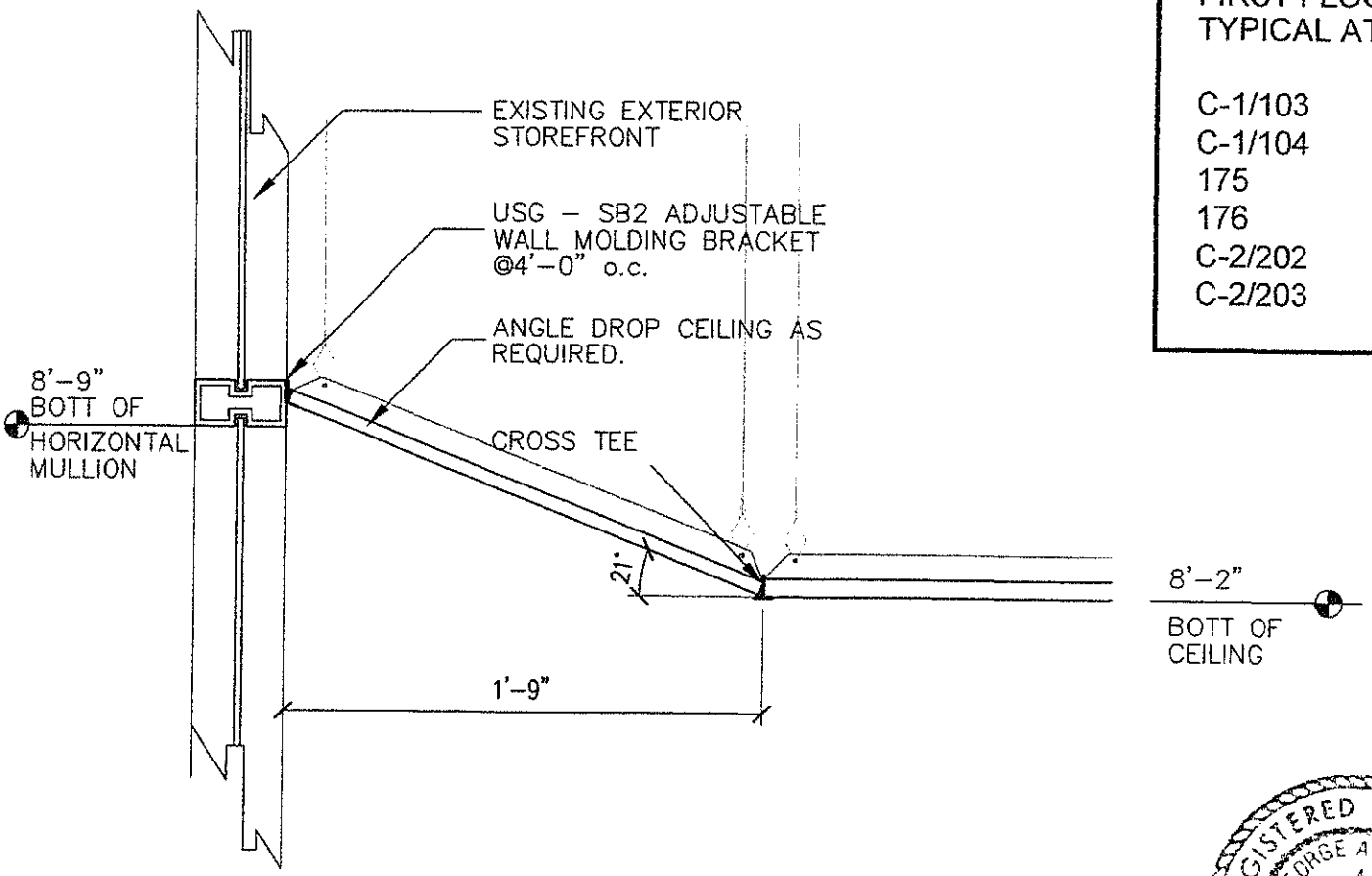
1st AND 2nd FLOORS REMODEL
FORMER ADMINISTRATION BUILDING
HIDALGO COUNTY, TEXAS
CITY OF EDINBURG, TEXAS

THE USE OF THESE DRAWINGS IS RESTRICTED TO THE ORIGINAL PURPOSE FOR WHICH THEY WERE INTENDED. REPRODUCTION WITHOUT WRITTEN PERMISSION FROM THE OWNER IS PROHIBITED.

PROJECT #:
ISSUED:
DRAWN BY: G.G.
CHECKED BY:
FILE NAME:
SHEET:

7.14.2014

REVISED DETAIL - RD1



FIRST FLOOR:
TYPICAL AT OFFICES:

C-1/103
C-1/104
175
176
C-2/202
C-2/203

TYPCIAL DETAIL
AT CEILING TO EXISTING MULLION

SCALE: 1½" = 1'–0"

REGISTERED ARCHITECT
GEORGE A. GARCIA
5476
STATE OF TEXAS

7-14-14

LICENSE EXPIRATION
DATE: 08.31.2014

REVISED DETAIL - RD2

AGA
Alcocer Garcia Associates, Inc.
Design Consulting
1331 E. Jasmine Ave.
McAllen, Texas 78501
Office 956.618.2597
Fax 956.618.2003
Web: WWW.AGAGC.COM

1st AND 2nd FLOORS REMODEL
FORMER ADMINISTRATION BUILDING
HIDALGO COUNTY, TEXAS
CITY OF EDINBURG, TEXAS

THE USE OF THESE DRAWINGS IS RESTRICTED TO THE ORIGINAL PURPOSE FOR WHICH THEY WERE INTENDED. REPRODUCTION WITHOUT WRITTEN PERMISSION FROM THE OWNER IS PROHIBITED.

PROJECT #:
ISSUED:
DRAWN BY: D.C.
CHECKED BY:
FILE NAME:
SHEET:

7.14.2014

D. Wilson Construction Comp /
P.O. Box 3455
McAllen, TX 78502-3455
Ph (956) 686-9573

Change Request

To: George A. Garcia
Alcocer Garcia Associates, Inc
1333 E. Jasmine Ave.
McAllen, TX 78501
Ph: (956)618-2007 Fax: (956)618-2008

Number: 57
Date: 8/1/14
Job: 12-561 Remodel Administration Bldg
Phone:

Description: Change to Primus exterior cylinders.

We are pleased to offer the following specifications and pricing to make the following changes:
At County's request change to Primus exterior cylinders on door HDW.

The total amount to provide this work is $486.00

The schedule will be Not Impacted..

If you have any questions, please contact me at .

Submitted by: Manuel M. Ornelas, D. Wilson C

Approved by: _____
Date: _____

Cc: Horacio Quintero (D. Wilson Construction Co.), Stan Ramos (Hidalgo County), Mateo Salazar (D. Wilson Cons, apalacios@prodigycompany.com

HC Admin Bldg. CR Request

DATE: Friday, August 01, 2014

Completion

Months

Math Check

SUBTOTAL: —

06-000 CARPENTRY

06-050 Rough Carpenrty /HDW Install

06-420 Granite Counter Tops

SUBTOTAL: —

07-000 MOISTURE PROTECTION

07-115 Shower Stall Water Proofing

07-160 Dampproofing Above Grade

07-210 Building Insulation

07-270 Firesopping and Firesafing

07-402 PreFinished Metal Roofing/Pavilion/Shed

07-525 Mod. Bit. Mem. Roofing

07-620 Gutters/ Downspouts

07-831 Roof Hatches and Heat/Smoke Vents

07-900 Building Sealants

SUBTOTAL: —

08-000 DOORS & WINDOWS

08-100 Hollow Metal Door Frames & Wood Doors

08-213 Plastic Laminate Faced Doors

08-710 Finish Hardware 440

88-100 Frame/Door/Hdwr Labor

08-305 Access Doors

08-332 Overhead Rolling Doors

08-750 Glass & glazing

08-950 Insulated Translucent Skylights

SUBTOTAL: 440

HC Admin Bldg. CR Request

DATE: Friday, August 01, 2014

Completion

	#	Months			Math Check
12-000		**Furnishings**			
12-300		Educational Casework			
12-348		Laboratory Casework			
12-504		Horizontal Blinds			
		SUBTOTAL		—	
15-000		**MEP**			
15-100		Plumbing Contractor			
15-300		Fire Sprinkler System			
15-300		FM 200			
15-500		HVAC Contractor			
16-100		Electric Contractor/ Fire Alarm			
		SUBTOTAL		—	
		PROJECT SUBTOTAL		440	
		D. Wilson Construction Company fee	7.00%	31	
				471	
91-871	1	Builder's Risk Policy (Hughston quote)	0.009%	0	
91-874		Liability insurance	0.620%	3	
		INSURANCE SUBTOTAL		3	
		PROJECT SUBTOTAL		474	math is correct
91-870		Bond		12	
		PROJECT TOTAL:		486	math is correct

SOUTH TEXAS ADS

AUSTIN • SAN ANTONIO • VALLEY

Project: 390165 - 1ST AND 2ND FLOOR RENOVATIONS TO ADMINISTRATION BLG

Contemplated Change Order # 6

Change to Primus Exterior Cylinders - Owner's request

-1	**Pair Doors #E1**	**Exterior from Entry Vestibule 145**			**RHRA**
1	**Pair Doors #E1**	**Exterior from Entry Vestibule 145**			**RHRA**
-1	Mortise Cylinder	987 #6 CAM 008876-001	613	FL	(33.03)
1	Mortise Cylinder	20-776 50-210-MK	613	SC	121.03
			Opening Total		88.00
-1	**Pair Doors #E2**	**Entry Vestibule 145 from Vestibule 146**			**RHRA**
1	**Pair Doors #E2**	**Entry Vestibule 145 from Vestibule 146**			**RHRA**
-1	Mortise Cylinder	987 #6 CAM 008876-001	613	FL	(33.03)
1	Mortise Cylinder	20-776 50-210-MK	613	SC	121.03
			Opening Total		88.00
-1	**Pair Doors #E4**	**Exterior Canopy from Atrium 101**			**RHRA**
1	**Pair Doors #E4**	**Exterior Canopy from Atrium 101**			**RHRA**
-1	Mortise Cylinder	987 #6 CAM 008876-001	613	FL	(33.03)
1	Mortise Cylinder	20-776 50-210-MK	613	SC	121.03
			Opening Total		88.00
-1	**Pair Doors #E10**	**Exterior from Hall - South Side**			**RHRA**
1	**Pair Doors #E10**	**Exterior from Hall - South Side**			**RHRA**
-1	Mortise Cylinder	987 #6 CAM 008876-001	613	FL	(33.03)
1	Mortise Cylinder	20-776 50-210-MK	613	SC	121.03
			Opening Total		88.00
-1	**Pair Doors #E12**	**Exterior from Atrium 101**			**RHRA**
1	**Pair Doors #E12**	**Exterior from Atrium 101**			**RHRA**
-1	Mortise Cylinder	987 #6 CAM 008876-001	613	FL	(33.03)
1	Mortise Cylinder	20-776 50-210-MK	613	SC	121.03
			Opening Total		88.00

Section Totals

Finish Hardware	440.00
Pre-Tax Total	**440.00**

Owner has requested to change all exterior cylinders to Schlage Primus. This is a high security key system that will prevent unauthorized key duplication. The interior openings will remain on the Falcon Key System as originally scheduled.

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Facilities Mgmt
Contact Name: Mario Sifuentes
Telephone # (956) 289-7850

Purchase Order Number: 698457
Increase # 5 for this Purchase Order
Procurement Method:
- ❑ Contract # C-12-029-10-23
- ❑ Cooperative Awarded Vendor (TBPC State Award, TCPN, TASB-Buyboard)
- ❑ Quotes over $1,000.00 (verbal quotes)
- ❑ Quotes over $5,000.00 (attach written quotes)

TO: Vendor Number: 376035
Vendor Name: D. Wilson Construction Co
Address: PO BOX 3455
McAllen, TX 78502-3455

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		Amount of Original Purchase Order		$3,314,000.00
		1st PO Increase $61,200.00 2nd PO Increase $20.00 3rd PO increase $128,787.00 4th PO increase $114,810.00 Change Order #2 Remodel of existing Old Admin Bldg NIGP#91065		
		Amount of Increase Request		$11,763.00
		TOTAL AMOUNT		$3,630,580.00

Account Number: 4-1336-419-40-220-043-0-452

Reason: Change order #6 for CC 8-25-14

Authorization: _____ Department Head — 8/22/14 Date

Reviewed by: _____ Purchasing Department — _____ Date

Approved By: _____ Purchasing Agent — _____ Date

Approved By: _____ Hidalgo County Auditor — _____ Date

AI-45933 **Purchasing Department 22. A. 3.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: Martha L. Salazar, HC PA **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of contract with the lowest responsible vendor meeting all specifications and requirements through a Request For Sealed Quotes for the provision of "Publications of Non-Statutory Legal Ads and/or Notices; with Gregg Byron Wendorf d/b/a Advance Publishing Company on an as needed basis.

BACKGROUND

CC previous approval on 02/18/14-AI#42940 the authority to solicit sealed quotes.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Expenditures for the commodity codes attached are to be funded through user department pursuant to the requisition/purchase order protocol on an as needed basis.

Attachments

contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/14/2014 05:27 PM
Budget & Management	Debbie Tamez	08/15/2014 03:27 PM
Obdett Calzada	Obdett Calzada	08/20/2014 04:36 PM
Auditor's Office	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Vangie Garcia Started On: 08/08/2014 01:27 PM

Final Approval Date: 08/21/2014

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT
C-14-079-08-25

THIS AGREEMENT (the "Agreement") is entered into effective as of **August 25, 2014** by and between **Gregg Byron Wendorf d/b/a Advance Publishing Company** ("Seller") and **HIDALGO COUNTY** ("County").

WHEREAS, County has solicited sealed quotes for the supply of **"Publications of Non-Statutory Legal Ad and/or Notices"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Services");

WHEREAS, Seller has submitted a sealed quote to supply County with the Services; and

WHEREAS, County has determined that Seller has submitted the lowest and best sealed quote to provide County with the Service;

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. County agrees to purchase from Seller and Seller agrees to sell to County the Services that County may require for **"**Publications of Non-Statutory Legal Ad's and/or Notices**"** for publication and circulation in the Hidalgo County area for a period of one (1) year from **August 25, 2014** with the County's option to renew for an additional one (1)- year term under the same rates, terms, conditions, and the same specifications set forth in Exhibit "A" hereto.

2. When County determines that it needs a quantity of the Services to be rendered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Services required. The Services are to be rendered by Seller for publication and circulation throughout Hidalgo County as specified by County in its Purchase Order.

3. County 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 County on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party 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 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.

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 County and Seller, and not otherwise.

d. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to County: Hidalgo County
Attention: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Seller: **Gregg Byron Wendorf**
d/b/a Advance Publishing Company
217 West Park Avenue
Pharr, Texas 78577

.

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

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

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

h. Assignment. This Agreement shall not be assignable.

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

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

k. Authority to Execute. The execution and performance of this Agreement by County and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County 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 County under this Agreement, County may terminate this Agreement upon sixty (60) days written notice to Seller. 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 County 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 vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit “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 County and, upon and

after the execution of this Agreement, agrees to abide by the following ethical standards of County:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Vendor: Gregg Byron Wendorf d/b/a Advance Publishing Company
By:_____
Printed Name:_____
Title:_____
Date:_____

C-14-079-08-25
"Publications of Non-Statutory Legal Ad and/or Notices"
Gregg Byron Wendorf d/b/a Advance Publishing Company

APPROVED AS TO FORM:
Office of Criminal District Attorney
Rene Guerra

By:_____
Michael L. Garza,
Assistant District Attorney

APPROVED BY COMMISSIONERS COURT: _____

EXHIBIT "A"
REQUEST FOR SEALED QUOTES (RFSQ)
PROCUREMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

May 23, 2014

_____
Bidder's name

_____
Address

_____
City

_____
State, Zip Code

RFSQ: Hidalgo County-Request for Quotes **"Publications of Non-Statutory Legal Ads and/or Notices"**
RFSQ: № 2014-079-06-26-MEG

Dear Sir/Madam:

Enclosed please find a Request for Sealed Quotes (RFSQ) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFSQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Elena Gomez Buyer II
Hidalgo County Purchasing Department

Enclosures

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

REQUEST FOR SEALED QUOTES

TABLE OF CONTENTS

HIDALGO COUNTY

"Publications of Non-Statutory Legal Ads and/or Notices"
RFSQ No: 2014-079-06-26-MEG

Item	Description	No. of Pages
1.	Request for Sealed Quotes Letter	1
2.	Request for Sealed Quotes, Legal Notice	8
3.	Exhibit A, Specifications /Requirements	3
4.	Exhibit B, Quotes Page	1
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Agreement	7

The above mentioned items shall be found in the Request for Sealed Quotes (RFSQ) 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.

Elena Gomez, Buyer II

May 23, 2014
Date

RFSQ: 2014-079-06-26-MEG	Buyer II: Elena Gomez	Tel. No: (956) 318-2626 ext 4855

REQUEST FOR SEALED QUOTES

HIDALGO COUNTY
"Publications of Non-Statutory Legal Ad's and/or Notices"
RFSQ NO. 2014-079-06-26-MEG

DUE DATE:
JUNE 26, 2014

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626 X 4855

Form HCPD-03

1. Sealed quotes will be received for **HIDALGO COUNTY–"Publications of Non-Statutory Legal Ad's and/or Notices"** in accordance with the specifications attached as Exhibit "A" hereto. RFSQs should address all specifications set forth. Participants 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 RFSQ.

2. All RFSQs are required with the Participants 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: **RFSQ No: 2014-079-06-26-MEG HIDALGO COUNTY–"Publications of Non-Statutory Legal Ad's and/or Notices** "and in County's Purchasing Department, physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 11:00 a.m. THURSDAY JUNE 26, 2014 FACSIMILES OR LATE ARRIVALS WILL NOT BE ACCEPTED. ANY RFSQ 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 RFSQ No: 2014-079-06-26-MEG**. Hidalgo County reserves the right to refuse and reject any/all RFSQs and to waive any/all formalities or technicalities, or to accept the RFSQ 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 RFSQ that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all RFSQs submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ for approval; and C.) award the RFSQ to one Participant or to multiple Participants if the County determines it is in its best interest to do so.

4. The Participant shall not substitute items named in the RFSQ without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible Participant, or to reject all RFSQs and re-advertise.

5. For work to be performed at a County owned or operated location, each Participant shall, in its sole discretion, visit the job site before preparing the RFSQ and thoroughly familiarize himself/herself with existing conditions. Participant should take field dimensions and note all circumstances which affect the dollar amount of the RFSQ.

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, Participants are required to include illustrations, specifications, explanation of warranties, and service data with their RFSQ including catalogue numbers and any necessary references.

7. No RFSQ may be withdrawn within thirty (30) days from the scheduled time to open RFSQs.

8. ~~Proposed prices are to remain firm for a minimum of ninety (90) days after RFSQ opening.~~

9. Any interpretations, amendments, corrections or changes to this RFSQ 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 RFSQs. Participants shall acknowledge receipt of all addenda as a part of their RFSQ.

10. County reserves the right to accept or reject any or all RFSQs.

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 RFSQ 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 card to the Hidalgo County Auditor=s Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful Participant
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY–"Publications of Non-Statutory Legal Ad's and/or Notices"** Descriptive information as to the items or services

delivered, including product code, item number, quantity, etc.

e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2808 S. Business Hwy. 281
Edinburg, Texas 78539

17. Schedule of Events

Sealed Quote Opening, 11:00 AM	JUNE 26, 2014
Award of Contract	_____, 2014
Commence Work or Deliver Products	_____, 2014

18. ~~RFSQ or Performance Bond; Payment under Contract:~~

- ~~If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all Participants shall furnish a good and sufficient RFSQ bond in the amount of five percent of the total contract price. A RFSQ bond must be executed with a surety company authorized to do business in Texas.~~

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a RFSQ, and prior to commencement of the actual work, the Participant 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 RFSQ awarded, the successful Participant'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. RFSQs, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Participants: A prospective Participant must affirmatively demonstrate Participant's responsibility. A prospective Participant, by

submitting a RFSQ, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the RFSQ;
- 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 Participant 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 Participant's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful Participant 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 Participant; County reserves the right to terminate any contract immediately in the event a successful Participant fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful Participant 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 Participant, or of any agent, employee, subcontractor or supplier of successful Participant in the execution of, or performance under, any contract which may result from RFSQ 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 Participant 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 Participant=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 Participant.

28. Successful Participant 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 RFSQs shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful Participant 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 Participant 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.

RFSQ
for
HIDALGO COUNTY
"Publications of Non-Statutory Legal Ad's and/or Notices"
RFSQ No: 2014-079-06-26-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned Participant proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned Participant further agrees, upon acceptance of its RFSQ, 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.

Participant acknowledges receipt of all of the pages of the documents referenced in the Invitation to RFSQ Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFSQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ.

Participant agrees that this RFSQ shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving RFSQs, as contained in the Specifications.

Respectfully submitted,

Participant:	
Address:	
By:	
Printed Name:	
Title:	

EXHIBIT "A"
HIDALGO COUNTY
"Publications of Non-Statutory Legal Ad's and/or Notices"
RFSQ 2014-079-06-26-MEG

GENERAL SCOPE:

Hidalgo County is soliciting sealed quotes to provide newspaper "advertisement of NON-Statutory Legal Ads" and other notices.

SPECIFICATIONS:

Hidalgo County Commissioner's Court took action on February 18, 2014 and approved:

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

ADDITIONAL SPECIFICATIONS/REQUIREMENTS

The following minimum requirements must be must be met to be eligible for award. Notwithstanding anything to the contrary herein, the County reserves the right to award this contract to more than one newspaper circulation. Advertisements and/or notices will be placed in a newspaper at the discretion of the County. The newspaper must

1. Have been published regularly and continuously for at least 12 months before award for this contract, and continue to be published regularly and continuously for the duration of this agreement, including any extensions or renewals;

2. Be published in the County of Hidalgo Area

3. Have online access for both Hidalgo County and Vendors

4. Advertisement and/or notice may be submitted by any County department/office. The County department/office will be responsible for preparing the ad copy. Instructions for section placement, type size, run dates and any other details will be determined by the ordering department/office.

5. The newspaper will be responsible for billing each department/office separately for each advertisement and/or notice ordered.

6. The newspaper is required to provide an "affidavit of publication" at no extra charge for each advertisement and/or notice when billed.

7. Advertisements or notices which are incorrect or incomplete due to vendor error will be republished in their entirety at no charge to the County, or if they are no longer needed, the original will not be paid.

8. This Agreement does not guarantee any volume of business.

9. Newspapers must contain a dedicated classified advertisement Section. Legal notices must be published in the classified advertising section of the newspaper. The rate for publication of a legal notice shall not exceed the newspaper's lowest published rate for classified advertising.

TERMS AND CONDITIONS:

1. All services will be done on an **"As Needed Basis".**

2. 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) year, under the same rates, terms and conditions.

3. 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.

4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

5. Hidalgo County reserves the right to reject any/all quotes, to waive any/all formalities or technicalities, or to accept the quote considered the best and most advantageous to the County.

6. Hidalgo County reserves the right to award to **one or multiple vendors** whichever is in the best interest of the County.

7. Any quote awarded to a successful awarded vendor(s) will be in effect until (a) the sealed quote expires (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with thirty (30) days written notice prior to cancellation.

8. Hidalgo County reserves the right to award canceled sealed quote to next lowest awarded vendor(s) as it deems to be in the best interest of the County.

9. After quote is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with sealed quote agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, county shall charge the successful bidder the difference for any additional cost of such item.

10. The successful awarded vendor will submit and maintain General Liability, Auto Liability and Workers Compensation insurance and its limits throughout the contract term, as described and listed in: Exhibit AC@ Insurance Requirements.

11. 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.

12. **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:

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, Cppb, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Tuesday, June 17, 2014 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, June 20, 2014 by 5:00 P.M.

EXHIBIT "B"
HIDALGO COUNTY
"Publications of Non-Statutory Legal Ad's and/or Notices"
RFSQ: 2014-079-06-26-MEG

Internal Purposes only: Commodity Code: 915-71

Non-Statutory Legal Ads	
Price per column/inch Monday- Saturday basis	$
Price per column/inch Sunday	$
Online Posting fee	$
Please check off the days of the week the paper is Published	S M T W T F S ☐ ☐ ☐ ☐ ☐ ☐ ☐

BIDDER INFORMATION

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE №:_____ FAX №:_____

CELLULAR №:_____

AUTHORIZED SIGNATURE:_____

PRINT NAME:_____ DATE ____/____/____

TITLE:_____

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 AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** **OTHER**				WC STATU TORY LIMITS ☐ OTH ER E L EACH ACCIDENT E L DISEASE EA EMPL YEE 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	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"

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

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:

☐ 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:

Form **W-9**
(Rev. August 2013)
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:
☐ 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) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

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), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

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, payments made in settlement of payment card and third party network transactions, 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

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. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). 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 should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. 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, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. 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 U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. 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, as appropriate. 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 U.S. 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 U.S. 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.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that 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

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[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.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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, apply for a TIN and 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 U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below 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 code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, 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. commonwealths and 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.

AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into effective as of _____, 2014 by and between THE MONITOR ("Seller") and HIDALGO COUNTY ("County").

WHEREAS, County has solicited sealed quotes for the supply of "Publications of Non-Statutory Legal Ad and/or Notices" as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Services");

WHEREAS, Seller has submitted a sealed quote to supply County with the Services; and

WHEREAS, County has determined that Seller has submitted the lowest and best sealed quote to provide County with the Service;

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. County agrees to purchase from Seller and Seller agrees to sell to County the Services that County may require for "Publications of Non-Statutory Legal Ad's and/or Notices" for publication and circulation in the Hidalgo County area for a period of one (1) year from _____, 2014, with the County's option to renew for an additional one (1)- year term under the same rates, terms, conditions, and the same specifications set forth in Exhibit "A" hereto.

2. When County determines that it needs a quantity of the Services to be rendered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Services required. The Services are to be rendered by Seller for publication and circulation throughout Hidalgo County as specified by County in its Purchase Order.

3. County 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 County on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party 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

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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 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.

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 County and Seller, and not otherwise.

d. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to County: Hidalgo County
Attention: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Seller: _____
_____
_____

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

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

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

h. Assignment. This Agreement shall not be assignable.

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

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

k. Authority to Execute. The execution and performance of this Agreement by County and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County 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 County under this Agreement, County may terminate this Agreement upon sixty (60) days written notice to Seller. 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 County 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 vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "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 County and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of County:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision,

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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 therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Vendor: THE MONITOR
By:_____
Printed Name:_____
Title:_____
Date:_____

APPROVED AS TO FORM:
Office of Criminal District Attorney
Rene Guerra

By:_____
Michael L. Garza,
Assistant District Attorney

APPROVED BY COMMISSIONERS COURT: _____

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EXHIBIT "A"

REQUEST FOR SEALED QUOTES (RFSQ)
PROCUREMENT PACKET

EXHIBIT "B"
REQUEST FOR SEALED QUOTE PAGE

EXHIBIT "C"
CERTIFICATE OF INSURANCE

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EXHIBIT "B"
REQUEST FOR SEALED QUOTE PAGE

EXHIBIT "B"
HIDALGO COUNTY
"Publications of Non-Statutory Legal Ad's and/or Notices"
RFSQ: 2014-079-06-26-MEG

Internal Purposes only: Commodity Code: 915-71

Non-Statutory Legal Ads	
Price per column/inch Monday- Saturday basis	$ 6.50
Price per column/inch Sunday	$ N/A
Online Posting fee	$ 0
Please check off the days of the week the paper is Published	S M T W T F S ✓

BIDDER INFORMATION

BIDDER/COMPANY NAME: Advance News Journal/Advance Publishing Co.
ADDRESS: 217 West Park Avenue
CITY/STATE/ZIP CODE: Pharr, Tx 78577
PHONE №: 956-783-0036 FAX №: 956 757-8824
CELLULAR №: 956-821-2569
AUTHORIZED SIGNATURE:
PRINT NAME: GREGG WENDORF DATE 6/23/14
TITLE: OWNER/Publisher

EXHIBIT "C"
CERTIFICATE OF INSURANCE

Insurance Requirement Acknowledgment

I, authorized representative for Advance Publishing Co/Advance News Journal
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: $500,000 General Liability: $1,000,000

☐ have already been met; see attached copy of insurance certificate.

Authorized Representative

6/23/14
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

SPECIAL MEETING - February 18, 2014

BE IT REMEMBERED, that on this 18th day of February A.D., 2014, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	**HIDALGO COUNTY JUDGE**
HONORABLE A.C. CUELLAR, JR.	**COMMISSIONER, PRECINCT NO. 1**
HONORABLE JOE M. FLORES	**COMMISSIONER, PRECINCT NO. 3**
HONORABLE JOSEPH PALACIOS	**COMMISSIONER, PRECINCT NO. 4**

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

262.024(a)(7), "an item that can be obtained from only one source" as various/numerous State/Local Statutes, Administrative, Election, Family, Tax Codes, Etc. (i.e. Tx. Gov't. Code 2051, Tx. Local Gov't. Code 262.055, Tx. Admin. Code. etc.) and all Other Applicable Laws that dictate publication in a a newspaper;

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

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

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

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

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

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

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

Mrs. Marty Salazar stated as a point of information that they will meet with The Monitor to negotiate a better rate.

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

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

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

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

At this time, Commissioner Joe Flores stepped away from the meeting.

B. **Pct. #2**

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

APPROVED

AI-42940 **Purchasing Department 17. A. 3.**
CC REGULAR
Meeting Date: 02/18/2014
Submitted For: Martha L. Salazar **Submitted By:** Marty Salazar, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Options for the procurement of publishing statutory and non-statutory advertisements:

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

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

b. A newspaper that publishes everyday so as to accommodate publication of Public Hearings (as statutes require CC) to encourage public involvement and also meet deadlines such as 14 days prior to said public hearings? **YES __ ; NO ___**

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

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

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

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

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

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

Zimbra evangelina.garcia@co.hidalgo.tx.us

RE: CONTRACT #C-14-079-08-26-ADVANCE PUBLISHING COMPANY-PUBLICATIONS of NON-STATUTORY LEGAL AD and/or NOTICES Project

From : Michael Garza <michael.garza@da.co.hidalgo.tx.us> Tue, Aug 12, 2014 03:01 PM

Subject : RE: CONTRACT #C-14-079-08-26-ADVANCE PUBLISHING COMPANY-PUBLICATIONS of NON-STATUTORY LEGAL AD and/or NOTICES Project

To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

Cc : josephine ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

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

The above referenced contract is approved as to form.

Please contact me should you have any questions or concerns.

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

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

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Friday, August 08, 2014 12:11 PM
To: michael garza
Subject: CONTRACT #C-14-079-08-26-ADVANCE PUBLISHING COMPANY-PUBLICATIONS of NON-STATUTORY LEGAL AD and/or NOTICES Project

Hon. Michael:
Attached for your review as to form for your approval is the contract document with "Advance Publishing Company" in connection to the "Publications of Non-Statutory Legal Ad and/or Notices" project in order to proceed ahead with an agenda item.

Thank you;

AI-44834 **Purchasing Department 22. A. 4.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: Martha L. Salazar, HC-PA **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of contract with **Aim Media Texas Operating LLC d/b/a The Monitor** for the provision of **"Publications of Statutory Legal Ad's and/or Notices"** through the requisition and purchase order established protocol for as long as The Monitor continues as said **Sole Source Provider** as previously approved by CC on 02/18/14-AI#42940.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

All expenditures for the commodity codes as attached are to be funded through user department budgets through the requisition/purchase order established protocol.

Attachments

NIGP COMMODITIES

contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/14/2014 04:57 PM
Budget & Management	Debbie Tamez	08/15/2014 03:29 PM
Obdett Calzada	Obdett Calzada	08/20/2014 03:09 PM
Auditor's Office	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Vangie Garcia Started On: 06/02/2014 10:54 AM

Final Approval Date: 08/21/2014

Code	Description	UOM
915	COMMUNICATIONS AND MEDIA RELATED SERVICES	N/A
915-01	Advertising Agency Services	N/A
915-02	Advertising (Including Notice of Bid Solicitation, Statutory Notices)	N/A
915-03	Advertising/Public Relations (Incl. Skywriting)	N/A
915-04	Advertising, Outdoor Billboard, etc.	N/A
915-05	Answering/Paging Services	N/A
915-06	Audio Production	N/A
915-07	Audio Recording	N/A
915-08	Audio Media Duplicating Services (Incl. Cassettes, CD ROMs, Tapes, etc.)	N/A
915-09	Audio/Video Production Services Complete	N/A
915-11	Background Music Services (Incl. Messaging on Hold, etc.)	N/A
915-14	Broadcasting Services, Radio	N/A
915-15	Broadcasting Services, Television	N/A
915-20	Call Center Services	N/A
915-22	Communications Marketing Services	N/A
915-23	Conference Coordinating and Planning Services	N/A
915-24	Cable Television Services (Includes Pay-Per-View Services)	N/A
915-25	Captioned Services for the Hearing Impaired (See 915-85 for Telecommunication Relay Services)	N/A
915-26	EDI (Electronic Data Interchange) Value Added Network (VAN) Services	N/A
915-27	Editorial Services	N/A
915-28	Electronic Information and Mailing Services	N/A
915-30	DVD Duplicating Services	N/A
915-36	Facsimile (Fax) Services	N/A
915-38	Film and Slide Processing, Duplicating and Touch Up Services	N/A
915-42	Film and Slide/Tape Production Services	N/A
915-44	Fulfillment (Includes. Data Processing, Packaging, Labeling and Mailing of Literature as a Package)	N/A
915-45	Fulfillment, Inventory, and Storage Services	N/A
915-48	Graphic Arts Services (Not Printing)	N/A
915-49	High Volume, Telephone Call Answering Services (See 915-05 for Low Volume Services)	N/A
915-51	Information Highway Electronic Services (Internet, World Wide Web, Virtual Tours to Include Construction Renderings, etc.)	N/A
915-52	Journalistic Services (Includes Page Print Services)	N/A
915-57	Mailing/Postage and Shipping Services, Electronic	N/A
915-58	Mailing Services (Includes, Addressing, Collating, Packaging, Sorting and Delivery)	N/A

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915-59	Mail Services, Express	N/A
915-60	Magazine Distribution Services	N/A
915-64	Media Clippings, Outtakes, Critiques, Summaries, Legislative Bill Tracking Services, etc. (Incl. State, Local, Out-of-State and International)	N/A
915-65	Photographs, Includes Reprinting and Usage	N/A
915-67	Monitoring Services, Critical Equipment and Site, Wireless, Web-based	N/A
915-68	Microfiche/Microfilming Services	N/A
915-69	Motion Picture Production and Distribution Services	N/A
915-70	Monitoring Services: Parolee, Patient, Convict, etc.	N/A
915-71	Newspaper and Publication Advertising	N/A
915-72	Photography (Not Including Aerial Photography)	N/A
915-73	Public Information Services (Incl. Press Releases)	N/A
915-74	Radio Commercial Production	N/A
915-75	Telephone Services, Cellular	N/A
915-76	Telephone Services Includes Installation, Moves, Changes, Adds, Programming, Removal, Training, etc. (To Include Pay Telephones)	N/A
915-77	Telephone Services, Long Distance and Local (Including 800, Telex, Watts Services, and Offender Telephone Systems)	N/A
915-78	Television Commercial Production	N/A
915-79	Telecommunication Services (Not Otherwise Classified)	N/A
915-80	Typing and Word Processing	N/A
915-81	Telegram/Telegraph Services	N/A
915-82	Video Production	N/A
915-83	Television Services, Satellite	N/A
915-84	Video Recording	N/A
915-85	Telecommunication Relay Services (Text Telephone (TTY); Text-To-Voice; Voice Carry Over (VCO); Hearing Carry Over (HCO); Speech-To-Speech Relay; Video Relay; Spanish Relay; 7-1-1 Access to TRS	N/A
915-90	Video Media Duplicating and Production Services (Including CD ROMs, Tapes, etc.)	N/A
915-93	Voice Mail Services	N/A
915-95	Warning System Services, Citizen	N/A
915-96	Web Page Design, Management and Maintenance Services	N/A
915-97	Wiring Services, Data/Voice	

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STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT
C-14-087-08-25

THIS AGREEMENT (the "Agreement") is entered into effective as of **August 25, 2014** by and between **Aim Media Texas Operating LLC dba The Monitor** ("Seller") and **Hidalgo County** ("County").

WHEREAS, on **February 18, 2014**, County authorized and declared Seller a sole source vendor which exempted Seller from competitive procurement procedures to supply County with **"Publications of Statutory Legal Ad's and/or Notice"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Services"); and

WHEREAS, Seller has submitted a proposal to supply County's with the Services; and

WHEREAS, County has determined that Seller has been designated as the sole source to provide County with the Services;

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. County agrees to purchase from Seller and Seller agrees to sell to County the Services that County may require for "Publications of Statutory Legal Ad's and/or Notices" for publication and circulation in the Hidalgo County area for a period of one (1) year from **August 25, 2014**, as long as the County continues to designate Seller as a sole source exemption.

2. When County determines that it needs a quantity of the Services to be rendered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the services required. The Services are to be rendered by Seller for publication and circulation throughout Hidalgo County as specified by County in its Purchase Order.

3. County 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 County on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party 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 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.

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 County and Seller, and not otherwise.

d. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to County: Hidalgo County
Attention: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Seller: **AIM Media Texas Operating LLC**
d/b/a The Monitor
P.O. Box 3267
McAllen, Texas 78502

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

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

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

h. Assignment. This Agreement shall not be assignable.

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

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

k. Authority to Execute. The execution and performance of this Agreement by County and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County 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 County under this Agreement, County may terminate this Agreement upon sixty (60) days written notice to Seller. 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 County 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 vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit “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 County and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of County:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer 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 therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Vendor: AIM Media Texas Operating dba The Monitor
By:_____
Printed Name:_____
Title:_____
Date:_____

C-14-087-08-25
"Publications of Statutory Legal Ad's and/or Notice"
Aim Media Texas Operating LLC dba The Monitor

APPROVED AS TO FORM:
Office of Criminal District Attorney
Rene Guerra

By:_____
Michael L. Garza,
Assistant District Attorney

APPROVED BY COMMISSIONERS COURT: _____

EXHIBIT "A"

EXEMPT FOR SERVICES

EXHIBIT "A"
HIDALGO COUNTY
"Publications of Statutory Legal Ad's and/or Notices"

General Scope:

Hidalgo County is seeking to enter into a contract with a publisher as defined as "a newspaper of General Circulation" that require publication such as (i.e. Elected Offices, Departments, Agencies, & Programs etc.) of "Statutory Legal Ads and/or Notices".

SPECIFICATIONS:
Hidalgo County Commissioner's Court took action on February 18, 2014 and approved the definition "of a newspaper general circulation" as:

Pursuant to AG-Opinion JC-0223, discussion and action for HCCC to define the term "newspaper of general circulation" as contained in the Texas Government Code statute 2051.044 more specifically to mean:	Yes	No
a. A newspaper that reaches all areas of Hidalgo County?	×	
b. A newspaper that publishes everyday so as to accommodate publication of Public Hearings (as statutes require CC) to encourage public involvement and also meet deadlines such as 14 days prior to said public hearings?	×	
c. A newspaper that publishes on weekends to attempt to reach as many readers/residents/vendors/etc. to comply with statutory obligation to encourage competition in the procurement process. This requirement will also resolve those individuals that do not have internet or television exposure;	×	
d. A newspaper that has web-page access on a continuous basis;	×	

ADDITIONAL SPECIFICATIONS/REQUIREMENTS

1. devote not less than 40 % advertising and 60 % editorial general interest items:
2. be published at least five days each week plus weekends;
3. have been published regularly and continuously for at least 12 months before award for this contract, and continue to be published regularly and continuously for the duration of this agreement, including any extensions or renewals;
4. be published in the County of Hidalgo Area
5. Have online access for both Hidalgo County and Vendors
6. Advertisement and/or notice may be submitted by any County department/office. The County department/office will be responsible for preparing the ad copy. Instructions for section placement, type size, run dates and any other details will be determined by the ordering department/office.
7. The newspaper will be responsible for billing each department/office separately for each advertisement and/or notice ordered.
8. The newspaper is required to provide an "affidavit of publication" at no extra charge for each advertisement and/or notice when billed.

9. Advertisements or notices which are incorrect or incomplete due to vendor error will be republished in their entirety at no charge to the County, or if they are no longer needed, the original will not be paid.

10. This Agreement does not guarantee any volume of business.

11. Newspapers must contain a dedicated classified advertisement Section. Legal notices must be published in the classified advertising section of the newspaper. The rate for publication of a legal notice shall not exceed the newspaper's lowest published rate for classified advertising.

EXHIBIT "B"

PUBLICATION FEES

EXHIBIT "B"
2014-087
HIDALGO COUNTY
"Publications of Statutory Legal Ad's and/or Notices"

Internal Purposes only: Commodity Code: 915-02

Statutory Legal Ads Only	AIM Media Texas The Monitor 1400 E. Nolana Loop McAllen, TX 78504
Price per column/inch weekly basis	$ 12.46
Price per column/inch Sunday	$ 15.42
Online Posting	$ $30 to post legals per insertion and a $10 one time charge for email blast regardless of number of insertions,
Please check off the days of the week the paper is Published	**S** **M** **T** **W** **T** **F** **S** × × × × × × ×

EXHIBIT "C"

CERTIFICATE OF INSURANCE

AIMMEDI-01 BETSEYBAKER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/29/2014

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:	
IBC Insurance Agency, LTD P. O. Box 39790 San Antonio, TX 78218	PHONE (A/C, No, Ext): (210) 646-9870	FAX (A/C, No): (210) 646-8418
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Landmark American Ins. Co.	33138
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

AIM Media Texas Operating LLC
1400 East Nolana
Mcallen, TX 78501

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			VBA28340300	06/21/2014	06/21/2015	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	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						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

County of Hidlago
Purchasing Department
2812 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

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Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: CONTRACT #C-14-087-08-26-THE MONITOR For "PUBLICATIONS of STATUTORY LEGAL AD'S and/or NOTICE" PROJECT

From : Michael Garza <michael.garza@da.co.hidalgo.tx.us> Tue, Aug 12, 2014 03:01 PM
Subject : RE: CONTRACT #C-14-087-08-26-THE MONITOR For "PUBLICATIONS of STATUTORY LEGAL AD'S and/or NOTICE" PROJECT
To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>
Cc : josephine ramirez <josephine.ramirez@da.co.hidalgo.tx.us>
Reply To : michael garza <michael.garza@da.co.hidalgo.tx.us>

The above referenced contract is approved as to form.

Please contact me should you have any questions or concerns.

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

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

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Friday, August 08, 2014 12:16 PM
To: michael garza
Subject: CONTRACT #C-14-087-08-26-THE MONITOR For "PUBLICATIONS of STATUTORY LEGAL AD'S and/or NOTICE" PROJECT

Hon. Michael:
Attached for your review as to form for your approval is the contract with "The Monitor" which is the other project. This one was exempt and sole sourced for the "Publications of Statutory Legal Ad's and/or Notice" project so as to proceed with an agenda item.

Thank you;

February 18, 2014

SPECIAL MEETING - February 18, 2014

BE IT REMEMBERED, that on this 18th day of February A.D., 2014, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	**HIDALGO COUNTY JUDGE**
HONORABLE A.C. CUELLAR, JR.	**COMMISSIONER, PRECINCT NO. 1**
HONORABLE JOE M. FLORES	**COMMISSIONER, PRECINCT NO. 3**
HONORABLE JOSEPH PALACIOS	**COMMISSIONER, PRECINCT NO. 4**

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

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

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR. , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

17. Purchasing Department - Marty Salazar:
Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

1. **AI-42939** Requesting authority to publish an RFQ/P for a consultant for the procurement and purchase of electric energy provider for Hidalgo County when current agreement (through GLO's awarded provider, Reliant Energy) expires in 2015 with approval of procurement packet drafted by Purchasing (sent to V. Guerra/S. Cruz/J. Longoria for review and comment).

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 3 - 0 - Unanimously

Commissioner Joe Flores joined the meeting.

2. **AI-43156** Appointment and/or designation by Commissioner's Court to select/assign an evaluation committee to evaluate and score the request for proposals received for the RFP No.:
2014-028-02-12-CGA-Placement, Housing, Detention and Supervision of Hidalgo County Inmates".

The appointed persons will be Valde Guerra, Executive Officer, Sergio Cruz, Budget Officer, and members of the Sheriff's department and will be supervised by the Purchasing department.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

3. **AI-42940** Options for the procurement of publishing statutory and non-statutory advertisements:

A. Pursuant to AG-Opinion JC-0223, discussion and action for HCCC to define the term "newspaper of general circulation" as contained in the Texas Government Code statute 2051.044 more specifically to mean:
a. A newspaper that reaches all areas of Hidalgo County? **YES X ; NO ___**
b. A newspaper that publishes everyday so as to accommodate publication of Public Hearings (as statutes require CC) to encourage public involvement and also meet deadlines such as 14 days prior to said public hearings?**YES X ; NO ___**
c. A newspaper that publishes on weekends to attempt to reach as many readers/residents/vendors/etc. to comply with statutory obligation to encourage competition in the procurement process. This requirement will also resolve those individuals that do not have internet or television exposure**YES X ; NO ___**
d. A newspaper that has web-page access on a continuous basis; **YES X ; NO ____**

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval on Items (a) - (d).

Vote: 4 - 0 - Unanimously

B. If Item A approved as to definition of a "newspaper of general circulation", requesting exemption from competitive bidding requirements under Texas Local Government Code, Chapter/Section

262.024(a)(7), "an item that can be obtained from only one source" as various/numerous State/Local Statutes, Administrative, Election, Family, Tax Codes, Etc. (i.e. Tx. Gov't. Code 2051, Tx. Local Gov't. Code 262.055, Tx. Admin. Code. etc.) and all Other Applicable Laws that dictate publication in a a newspaper;

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

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

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

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

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

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

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

Mrs. Marty Salazar stated as a point of information that they will meet with The Monitor to negotiate a better rate.

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

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

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

On motion by COMMISSIONER PCT. 3, JOE M. FLORES, seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

At this time, Commissioner Joe Flores stepped away from the meeting.

B. **Pct. #2**

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

APPROVED

AI-42940 **Purchasing Department 17. A. 3.**
CC REGULAR
Meeting Date: 02/18/2014
Submitted For: Martha L. Salazar **Submitted By:** Marty Salazar, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Options for the procurement of publishing statutory and non-statutory advertisements:

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

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

b. A newspaper that publishes everyday so as to accommodate publication of Public Hearings (as statutes require CC) to encourage public involvement and also meet deadlines such as 14 days prior to said public hearings? **YES** X ; **NO** ___

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

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

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

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

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

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

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM
SOLE SOURCE DECLARATION

"ORDER"

To: Hidalgo County Commissioners Court

From: Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

Date: February 18, 2014

Re: "Sole Source Declaration" - The Monitor

Hidalgo County through statutes/codes and/or other legal obligations require the publication of procurement solicitation ads as well as assorted/numerous legal administrative notices.

These solicitations and/or notices require that the newspaper comply with Texas Government Code 2051.044 and/or Texas Local Government Code 262.025 including, but not limited to, the following:

a. comply with the definition approved by HCCC of newspaper of "general circulation";
b. have a county-wide circulation/coverage;
c. publish daily;
d. been in continuous circulation at least 12 months...;
e. devote not less that 25% of total column lineage to general interest items; and,
f. entered as second-class postal matter in the county published;
g. have an accessible web-page.

The Monitor complies with the requirements described herein and further is the only/sole newspaper in the County to do so.

Therefore, Hidalgo County must published all statutory/code/administrative solicitations and/or notices in The Monitor, the Sole qualifying provider.

This declaration remains in effect unless otherwise revoke by Hidalgo County Commissioners Court.

Tex. Atty. Gen. Op. JC-0223 (Tex.A.G.), 2000 WL 659125

Office of the Attorney General

State of Texas
Opinion No. JC-0223
May 22, 2000

*1 Re: What constitutes a "newspaper of general circulation" for the purpose of publishing legal notices, and related questions (RQ-0160-JC)

The Honorable Ben W. "Bud" Childers
Fort Bend County Attorney
301 Jackson, Suite 621
Richmond, Texas 77469-3108

Dear Mr. Childers:

Numerous statutes require a governmental entity to publish notice of an upcoming event or a proposed action in a "newspaper of general circulation." See, e.g., Tex. Gov't Code Ann. § 2007.042(a) (Vernon 2000) (requiring political subdivision that proposes to affect private real-property rights to publish notice); Tex. Loc. Gov't Code Ann. § 272.001(a) (Vernon Supp. 2000) (requiring political subdivision to publish offer of land owned by subdivision for sale); Tex. Water Code Ann. § 11.175(b) (Vernon Supp. 2000) (requiring Texas Natural Resource Conservation Commission to publish notice of hearing to cancel water-appropriation permit). You ask generally how the phrase "a newspaper of general circulation" is defined with reference to notices a governmental entity, including a county, is required to publish. See Letter from Honorable Ben W. "Bud" Childers, Fort Bend County Attorney, to Honorable John Cornyn, Attorney General of Texas (Dec. 13, 1999) (on file with Opinion Committee) [hereinafter "Request Letter"]. You specifically ask seven questions:

1. What constitutes a "newspaper of general circulation" as that phrase is used in the requirements for publication of legal notices?

2. Is there an objective standard to determine whether a newspaper is one of general circulation in a given county?

3. In a county with a population of approximately 325,000, is a weekly newspaper that meets the requirements of Texas Government Code § 2051.044 and that has a subscriber base of approximately 200, a newspaper of general circulation?

4. In determining whether to award the contract for publication of legal notices to Newspaper "A," is it permissible to consider the circulation numbers of Newspaper "B," even though Newspaper "B" would not in and of itself qualify for the award of the contract (because Newspaper "B" is not entered as a Periodicals postal matter in Fort Bend County, Texas)?

5. Is it permissible for Commissioners Court to set the minimum number of subscribers a newspaper must have in the bid specifications?

6. Is it permissible for Commissioners Court to base its lowest and best bid criteria on the cost per unit or subscriber rather than the price per column inch?

7. Since there are both special and general statutes, each requiring a different standard for publication, may Commissioners Court require that the newspaper be one of general circulation when it determines its bid specifications?

*2 Request Letter, supra, at 2.

We conclude generally that a newspaper of general circulation is a newspaper that has more than a de minimis number of subscribers within a specific geographic region, has a diverse subscribership, and publishes some items of general interest to the community. We also conclude that a county commissioners court generally may specify, in a request for bids, the minimum number of subscribers a newspaper bidding on a contract to publish county notices must have if the specification relates to the quality of the goods or services the county desires to purchase. And we conclude that a county must "base its lowest and best bid criteria" on the newspaper's lowest published rate for classified advertising.

The Fort Bend County Purchasing Department recently solicited bids for a term contract for newspaper publication of legal notices in Fort Bend County. See Request Letter, supra, at 1. In response, the county has received a bid from a newspaper with paid subscribers that has a sister publication, produced by the same publisher, that is distributed free of charge:
One of the bidding newspapers (Newspaper "A") is a local weekly newspaper that has a circulation of approximately 200 paid and/or requested mail subscriptions. Slightly less than half of these 200 subscriptions are paid/requested outside-county mail subscriptions with the remainder being paid in-county subscriptions. Newspaper "A" devotes more than 25 percent of its total column lineage to general interest items and has been published regularly and continuously at least once each week for a number of years. Additionally, Newspaper "A" is entered as a second-class postal matter (or "Periodicals" as the U.S. Postal Service now refers to it) in Fort Bend County, Texas.

The publisher of Newspaper "A" also publishes another weekly newspaper (Newspaper "B"). Newspaper "B" is a local weekly that has a press run of approximately 56,000 newspapers and is distributed free to homes and businesses in Fort Bend County. Like Newspaper "A", Newspaper "B" devotes more than 25 percent of its total column lineage to general interest items and has been published regularly and continuously at least once each week for a number of years. However, Newspaper "B" is not entered as a Periodicals postal matter in Fort Bend County, Texas.

It has been proposed that, if the contract for publication of legal notices is awarded to Newspaper "A", then Newspaper "B" will also print the legal notices in its newspaper at no additional charge to the county. Newspaper "B" cannot in and of itself be awarded the contract since it is not entered as a Periodicals postal matter and as such does not meet the requirements of Texas Government Code § 2051.044.

Request Letter, supra, at 1-2.

You first ask what constitutes a newspaper of general circulation for the purpose of numerous statutes that require a governmental entity, including a county, to publish notice of a public hearing, a request for proposals, or other announcement in "a newspaper of general circulation." See Request Letter, supra, at 2. For example, neither a county nor a municipality may issue bonds that are to be paid from ad valorem tax revenues unless the issuance has been approved in an election following the publication of notice in a newspaper of general circulation "published in the county or municipality holding the election." Tex. Gov't Code Ann. § 1251.003(d)(2) (Vernon 2000); see also Tex. Elec. Code Ann. § 4.003(a)(1)(B) (Vernon Supp. 2000). And a county generally may not sell or exchange its real property unless it has notified the general public of the offer of the land for sale or exchange, "published in a newspaper of general circulation in either the county in which the land is located or, if there is no such newspaper, in an adjoining county." See Tex. Loc. Gov't Code Ann. § 272.001(a) (Vernon Supp. 2000); see also, e.g., Tex. Alco. Bev. Code Ann. § 11.392(b) (Vernon Supp. 2000) (requiring applicant for a private club permit renewal to publish notice of renewal application in "newspaper of general circulation"); Tex. Loc. Gov't Code Ann. § 54.035(b) (Vernon 1999) (requiring municipal building and standards commission to publish notice of proceedings before commission in "newspaper of general circulation" in municipality); Tex. Transp. Code Ann. § 314.022(d) (Vernon 1999) (requiring municipal condemnation commission to publish notice of condemnation hearing "in a newspaper of general circulation in the county in which the property is located").

***3** As commonly defined, see Tex. Gov't Code Ann. § 311.011 (Vernon 1998) (directing that statutory words and phrases generally should be construed consistently with common usage or accepted meaning), the phrase "newspaper of general

circulation" describes a newspaper that has more than a de minimis number of subscribers, has a diverse audience, and contains some news of general interest to the community. See generally 66 C.J.S. Newspapers § 4 (1998). After studying the decisions available to it, the Iowa Supreme Court, in a case cited by a Texas court of appeals, devised two criteria for considering whether a newspaper is one of "general circulation": "First, . . . a newspaper of general circulation is not determined by the number of its subscribers, but by the diversity of its subscribers. Second, . . . even though a newspaper is of particular interest to a particular class of persons, yet, if it contains news of a general character and interest to the community, although the news may be limited in amount, it qualifies as a newspaper of 'general circulation."' Burak v. Ditson, 229 N.W. 227, 228 (Iowa 1930) (cited in City of Corpus Christi v. Jones, 144 S.W.2d 388, 393 (Tex. Civ. App.-San Antonio 1940, writ dism'd judgm't cor.)). The Supreme Court of North Carolina examined cases from several jurisdictions and devised a similar four-pronged test:
First, it must have a content that appeals to the public generally. Second, it must have more than a de minimis number of actual paid subscribers in the taxing unit. Third, its paid subscriber distribution must not be entirely limited geographically to one community, or section, of the taxing unit. Fourth, it must be available to anyone in the taxing unit who wishes to subscribe to it.

Great S. Media, Inc. v. McDowell County, 284 S.E.2d 457, 467 (N.C. 1981); see Ala. Att'y Gen. Op. No. 28 (1997), 1997 WL 1054022, * 1 (discussing Great Southern Media's four-pronged test). Thus, a newspaper of general circulation "circulates among all classes and is not confined to a particular class or calling in the community" and includes some general-interest items, so that the newspaper is one upon which the general public will rely "to be informed of the news and intelligence of the day, editorial opinion, and advertisements." 66 C.J.S. Newspapers § 4, at 19-20 (1998).

We believe a Texas court would analyze the issue using criteria similar to those adopted in the Iowa and North Carolina cases. First, more than a de minimis number of subscribers within the bounds of a certain geographic region, see Great S. Media, Inc., 284 S.E.2d at 467, is necessary to serve the common-sense purpose of notifying people within the region. See Dale R. Agthe, Annotation, What Constitutes Newspaper of "General Circulation" Within Meaning of State Statutes Requiring Publication of Official Notices and the Like in Such Newspaper, 24 A.L.R. 4th 825 (1983) (stating that "primary purpose of the printing of legal notices is to give the widest publicity practicable"). Second, the Court of Civil Appeals has underlined the importance of the diversity of a newspaper's readership: it determined that a daily paper in the City of Dallas with a circulation of about 1,000 "in the different walks of life" was a newspaper of general circulation. Robinson v. State, 143 S.W.2d 629, 633 (Tex. Civ. App.-Dallas 1940, writ dism'd judgm't cor.). Third, in City of Corpus Christi v. Jones the court relied upon the general contents of a newspaper in determining that it was a newspaper of general circulation. See City of Corpus Christi, 144 S.W.2d at 393. The court noted the following characteristics: "[I]t had a circulation of about 4000 in a city of about 45,000 population; . . . about 1200 copies were delivered to paid subscribers, and although it featured church and Corpus Christi news, it was not dedicated to any private enterprise. . . . The paper contained news items of general interest, editorials and advertisements." Id.; cf. Meyer v. Opperman, 13 S.W. 174, 176 (Tex. 1890) (finding, in action on deed of trust, that Galveston Civilian may, as matter of law, be a newspaper sufficient for notice despite its limited circulation); Hurt v. Cooper, 63 Tex. 362, 367 (1885) (same).

***4** We accordingly conclude that, to be a newspaper of general circulation, a newspaper must have more than a de minimis number of subscribers within a particular geographic region; must have a diverse subscribership; and must contain some news, editorials, and advertisements of a general character and interest to the community. See Burak, 229 N.W. at 228; Moore v. Alaska, 553 P.2d 8, 21 (Alaska 1976). Whether a particular newspaper is a newspaper of general circulation is a question of fact that cannot be determined in the opinion process. See, e.g., Tex. Att'y Gen. Op. Nos. JC-0032 (1999) at 4 (stating that question of fact is beyond purview of this office); JC-0027 (1999) at 3 (stating the questions of fact cannot be addressed in attorney general opinion); JC-0020 (1999) at 2 (stating that investigation and resolution of fact questions cannot be done in opinion process).

Section 2051.044 of the Government Code is relevant to determine whether a particular publication is a newspaper in which a governmental entity may publish notice. Section 2051.044 lists four criteria of a newspaper in which a notice must be published:
The newspaper in which a notice is published must:
(1) devote not less than 25 percent of its total column lineage to general interest items;

(2) be published at least once each week;

(3) be entered as second-class postal matter in the county where published; and

(4) have been published regularly and continuously for at least 12 months before the governmental entity or representative publishes notice.

Tex. Gov't Code Ann. § 2051.044(a) (Vernon 2000).

A brief received in connection with your request suggests that a newspaper that has obtained Periodical mailing privileges (f/k/a "second-class postal matter," see id. § 2051.044(a)(3); see also United States Postal Service, Domestic Mail Manual, Issue 55, reg. E211.1.0 (4/6/00) [hereinafter "Domestic Mail Manual"] ("Effective July 1, 1996, second-class mail was renamed Periodicals.")), and therefore satisfies section 2051.044(a)(3) of the Government Code, should be presumed to be a newspaper of general circulation. See Brief from Don R. Richards, McWhorter, Cobb & Johnson, L.L.P., Attorneys at Law, on behalf of Texas Press Ass'n, to Honorable John Cornyn, Attorney General (Jan. 24, 2000) (on file with Opinion Committee) [hereinafter "TPA Brief"]. According to the TPA Brief, the holder of Periodical mailing privileges must produce a "general publication" that is "'published to disseminate information of a public character' or is otherwise devoted to matters of social public concern such as 'literature, the sciences, art or some special industry.'" Id. at 4 (quoting Domestic Mail Manual, supra, reg. E212.1.2). The TPA Brief asserts that the holder of Periodical mailing privileges also must devote at least twenty-five percent of the publication's overall content to noncommercial, "news-type matters of general public interest." Id.; cf. Tex. Gov't Code Ann. § 2051.044(a)(1) (Vernon 2000) (defining "newspaper" as publication that, among other things, devotes at least twenty-five percent of total column lineage to general interest items).

***5** Even assuming that the TPA Brief properly characterizes United States Postal Service regulations, the holder of Periodical mailing privileges is not entitled to a presumption that the holder publishes a newspaper of general circulation. An analysis of whether a newspaper is one of general circulation requires not only an examination of the newspaper's content, but also a determination that the newspaper's subscribership is more than de minimis and is diverse. It does not appear that obtaining Periodical mailing privileges requires a consideration of these factors.

Nor is a newspaper, as defined in section 2051.044 of the Government Code, necessarily a newspaper of general circulation. See Tex. Gov't Code Ann. § 2051.044(a) (Vernon 2000). Nothing in section 2051.044(a)'s definition requires an examination of the diversity of a newspaper's subscribership or a determination that the newspaper serves more than a minimal number of subscribers. Consequently, a newspaper, as defined in section 2051.044(a), is a newspaper of general circulation only if it has more than a de minimis number of subscribers and its subscribership is diverse.

Conversely, a newspaper of general circulation must be a newspaper for the purposes of section 2051.044, in addition to having more than a de minimis number of subscribers and a diverse subscribership. To the extent a general or special law does not specify a contrary "manner of publication," section 2051.044, as part of chapter 2051, subchapter C, governs the publication of a notice in a newspaper by a governmental entity. See id.

In response to your second question, whether there is an objective standard that may be used to determine whether a newspaper is one of general circulation, we conclude there is not. Whether a particular publication is a newspaper under section 2051.044(a) of the Government Code can be determined objectively by calculating the publication's percentage of general-interest material; by determining the number of times the publication is published each week; by ascertaining whether the publication has been approved for Periodical mailing privileges; and by considering whether it has been published regularly and continuously for at least twelve months prior to the publication of the governmental entity's notice. See id. The remaining components used to determine whether a particular newspaper is of general circulation, the proportion of subscribers compared to the general population and the diversity of the audience, cannot be determined by applying an objective standard. "There is . . . no fixed

number of readers or ratio of readers to the population necessary for a newspaper to be considered one of general circulation." Gannett Co. v. Delaware, 1993 WL 19714, *4 (Del. Ch. 1993) (citing Great S. Media, Inc., 284 S.W.2d at 467); see also Ark. Att'y Gen. Op. No. 90-134, 1990 WL 358833, *3 (and cases cited therein) (summarizing cases determining de minimis distribution). Whether a newspaper has more than a "trifling" or "minimal" number of paid subscribers so that the notice may serve to notify the public, as it is supposed to do, is a question of fact to be determined by the public official or body that is required to cause the notice to be published. See Tex. Att'y Gen. LO-97-036, at 3 n.3 (stating that determining whether particular consideration is "significant" or "de minimis" requires resolution of fact questions); Va. Att'y Gen. Op. No. 372 (1982), 1982 WL 175548, *2 (same); Black's Law Dictionary 443 (7th ed. 1999) (defining "de minimis").

***6** Whether a newspaper serves a diverse subscribership also requires a factual examination of whether the newspaper serves a "special or limited" audience, such as a "medical, literary, religious, scientific or legal journal," see Great S. Media, Inc., 284 S.E.2d at 464 (quoting Lynn v. Allen, 44 N.E. 646, 647 (Ind. 1896)), or whether it "circulates among all classes and is not confined to a particular class or calling in the community." Id. (quoting People v. South Dearborn Street Bldg. Corp., 24 N.E.2d 373, 374 (Ill. 1939)).

You next ask whether, in a county with a population of approximately 325,000, a weekly newspaper, as defined by section 2051.044 of the Government Code, with a subscriber base of approximately 200 is a newspaper of general circulation. "[I]t is not at all essential, to constitute a newspaper one of 'general circulation' . . ., that the newspaper be read by all the people of a county, township, or other community in which it circulates." Dale Agthe, Annotation, What Constitutes Newspaper of "General Circulation" within Meaning of State Statutes Requiring Publication of Official Notices and the Like in Such Newspaper, 24 A.L.R. 4th 822, 826 (1983). Whether a particular newspaper has more than a de minimis number of subscribers within a county must be determined by the county commissioners court, the body that is to arrange for the publication of county notices. See Va. Att'y Gen. Op. No. 372, 1982 WL 175548, at *2.

Fourth, you ask whether, "[i]n determining whether to award the contract for publication of legal notices to Newspaper 'A,"' the governmental entity may "consider the circulation numbers of Newspaper 'B,' even though Newspaper 'B' would not in and of itself qualify for the award of the contract." Newspaper A has paid subscribers, while its sister publication produced by the same press, Newspaper B, is distributed free of charge to homes and businesses within the county. See Request Letter, supra, at 1-2. A governmental entity may not include the circulation numbers of Newspaper B in determining whether Newspaper A is a newspaper of general circulation. The additional circulation may, however, be a factor in determining which bid is "the lowest and best." See Tex. Loc. Gov't Code Ann. § 262.027(a)(1) (Vernon 1999) (directing county commissioners court normally to award contract to "responsible bidder who submits the lowest and best bid"); cf. Tex. Att'y Gen. Op. No. JM-881 (1988) at 3 (explaining that county is not required to accept lowest bid, but "lowest and best" bid).

***7** You ask fifth whether a commissioners court may set the minimum number of subscribers a newspaper must have in the bid specifications. A county may specify the characteristics of the goods or services it desires to purchase. See Tex. Loc. Gov't Code Ann. § 262.025(b)(1) (Vernon 1999); Tex. Att'y Gen. Op. No. JC-0124 (1999) at 2. But specifications must be definitely and objectively related "to matters of quality and competence or . . . adopted" in accordance with clear legislative authority. See Tex. Att'y Gen. Op. No. DM-113 (1992) at 7; see also Texas Highway Comm'n v. Texas Ass'n of Steel Importers, Inc., 372 S.W.2d 525, 529 (Tex. 1963) (recognizing state agency's authority to specify quality of goods); Tex. Att'y Gen. Op. No. JC-0124 (1999) at 2 (discussing Texas Ass'n of Steel Importers, Inc.); Tex. Att'y Gen. Op. No. JM-1215 (1990) at 3 (same). While we believe an argument can be made that a specification regarding the minimum number of subscribers is related to the effectiveness of published public notices, whether a certain specification is in fact directly related to the quality of item to be purchased is a fact question. See Tex. Att'y Gen. Op. No. JM-1215 (1990) at 4.

In answer to your sixth question, we conclude that a county commissioners court may not "base its lowest and best bid criteria on the cost per unit or subscriber rather than the price per column inch." Request Letter, supra, at 2. Section 2051.045 of the Government Code sets the legal rate for publication of notice in a newspaper: "The legal rate for publication of a notice in

a newspaper is the newspaper's lowest published rate for classified advertising." Tex. Gov't Code Ann. § 2051.045 (Vernon 2000). Consequently, a county must "base its lowest and best bid criteria" on the newspaper's lowest published rate for classified advertising. The statute does not specify that the rate must be articulated as a "price per column inch," but the statute does not permit the county commissioners court to require a newspaper to compete on a rate system other than that it normally uses.

Finally, you ask whether a county commissioners court may require in its bid specifications that the newspaper be one of general circulation, although "there are both special and general statutes, each requiring a different standard for publication." Request Letter, supra, at 2. You do not indicate what statutes you mean, nor have you provided any briefing. Consequently, we can offer only the most general advice.

A county may not publish notice in a newspaper of general circulation if such a newspaper would be inconsistent with the specific statute requiring the notice. See Tex. Gov't Code Ann. § 311.026 (Vernon 1998) (stating that specific statute normally controls over inconsistent general statute). Publishing notice in a newspaper of general circulation may not, in certain circumstances, satisfy specific statutory requirements regarding the location of publication. Section 202.043 of the Agriculture Code requires the governing board of a wind erosion conservation district, the boundaries of which must be coextensive with county boundaries, to publish notice of an assessment hearing "in a newspaper of general circulation" that is published in the county. See Tex. Agric. Code Ann. § 202.043(c) (Vernon 1982); see Christy v. Williams, 292 S.W.2d 348, 352 (Tex. Civ. App.-Galveston 1956), writ dism'd, 298 S.W.2d 565 (Tex. 1957) (defining "published") (quoting Tex. Att'y Gen. Op. No. C-7286 (1946) at 3). Under such a statute, a wind erosion conservation district could not publish its notice only in a newspaper of general circulation that is not published within the county.

Summary

***8** A newspaper of general circulation is a newspaper that has more than a de minimis number of subscribers among a particular geographic region, that has a diverse subscribership, and that publishes some items of general interest to the community. See also Tex. Gov't Code Ann. § 2051.044(a) (Vernon 2000) (defining "newspaper"). Whether a particular newspaper is generally circulated is a question of fact. In determining whether a particular newspaper is a newspaper of general circulation for the purposes of publishing official notices, a governmental entity may not combine the subscriber numbers of that newspaper with the circulation numbers of a separate newspaper that is sent out free of charge to nonsubscribers.

So long as the specification relates to the quality of the goods and services a county desires to purchase, the commissioners court may specify, in a request for bids, the minimum number of subscribers a newspaper bidding on a contract to publish county notices must have. A county must "base its lowest and best bid criteria" on the newspaper's lowest published rate for classified advertising. See id. § 2051.045. A county may not publish notice in a newspaper of general circulation if such a newspaper would be inconsistent with the specific statute requiring the notice.

Yours very truly,

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First Assistant Attorney General
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Tex. Atty. Gen. Op. JC-0223 (Tex.A.G.), 2000 WL 659125

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(B) a political subdivision of the state, including a municipality, a county, or any kind of district.

(2) "Governmental representative" includes an officer, employee, or agent of a governmental entity.

(3) "Notice" means any matter, including a proclamation or advertisement, required or authorized by law to be published in a newspaper by a governmental entity or representative.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2051.042. APPLICABILITY OF SUBCHAPTER. (a) This subchapter applies only to the extent that the general or special law requiring or authorizing the publication of a notice in a newspaper by a governmental entity or representative does not specify the manner of the publication, including the number of times that the notice is required to be published and the period during which the notice is required to be published.

(b) This subchapter does not apply to the publication of a citation that relates to a civil suit and to which the Texas Rules of Civil Procedure apply.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2051.043. PUBLICATION IN AT LEAST ONE ISSUE REQUIRED. Except as provided by Section 2051.046(b) or 2051.048(d), a notice shall be published in at least one issue of a newspaper.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993.

Sec. 2051.044. TYPE OF NEWSPAPER REQUIRED. (a) The newspaper in which a notice is published must:

(1) devote not less than 25 percent of its total column lineage to general interest items;

(2) be published at least once each week;

(3) be entered as second-class postal matter in the county where published; and

(4) have been published regularly and continuously for at least 12 months before the governmental entity or representative publishes notice.

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Sec. 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

(10) any work performed under a contract for community

(b) A weekly newspaper has been published regularly and continuously under Subsection (a) if the newspaper omits not more than two issues in the 12-month period.

(c) This section does not apply to the publication of a notice to which Section 2051.0441 applies.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 2003, 78th Leg., ch. 1130, Sec. 1, eff. June 20, 2003.

Sec. 2051.0441. TYPE OF NEWSPAPER REQUIRED FOR PUBLICATION IN CERTAIN COUNTIES. (a) This section applies only to a notice published by a governmental entity or representative in a county:

(1) with a population of at least 30,000 and not more than 36,000 that borders the Red River; or

(2) that does not have a newspaper described by Section 2051.044 published in the county.

(b) The newspaper in which a notice is published under this section must:

(1) devote not less than 20 percent of its total column lineage to general interest items;

(2) be published at least once each week;

(3) be entered as periodical postal matter in the county where published or have a mailed or delivered circulation of at least 51 percent of the residences in the county where published; and

(4) have been published regularly and continuously for at least 12 months before the governmental entity or representative publishes notice.

(c) A weekly newspaper has been published regularly and continuously under Subsection (b) if the newspaper omits not more than two issues in the 12-month period.

Added by Acts 2003, 78th Leg., ch. 1130, Sec. 2, eff. June 20, 2003. Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 768, Sec. 1, eff. June 17, 2011.

[redacted]

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TEX LG. CODE ANN. § 262.025 : Texas Statutes - Section 262.025: COMPETITIVE BIDDING NOTICE

Search TEX LG. CODE ANN. § 262.025 : Texas Statutes - Section 262.025: COMPETITIVE BIDDING NOTICE

(a) A notice of a proposed purchase must be published at least once a week in a newspaper of general circulation in the county, with the first day of publication occurring before the 14th day before the date of the bid opening. If there is no newspaper of general circulation in the county, the notice must be posted in a prominent place in the courthouse for 14 days before the date of the bid opening.

(b) The notice must include:

(1) the specifications describing the item to be purchased or a statement of where the specifications may be obtained;

(2) the time and place for receiving and opening bids and the name and position of the county official or employee to whom the bids are to be sent;

(3) whether the bidder should use lump-sum or unit pricing;

(4) the method of payment by the county; and

(5) the type of bond required by the bidder.

(c) If any part of the payment for a proposed purchase will be made through time warrants, the notice also must include a statement of the maximum amount of time warrant indebtedness, the rate of interest on the time warrants, and the maximum maturity date of the time warrants.

(d) In a county with a population of 3.3 million or more, the county and any district or authority created under Article XVI, Section 59, of the Texas Constitution of which the governing body is the commissioners court may require that a minimum of 25 percent of the work be performed by the bidder and, notwithstanding any other law to the contrary, may establish financial criteria for the surety companies that provide payment and performance bonds.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1019, Sec. 1, eff. Aug. 28, 1989; Acts 2001, 77th Leg., ch. 669, Sec. 78, eff. Sept. 1, 2001.

Code	Description	UOM
915	COMMUNICATIONS AND MEDIA RELATED SERVICES	N/A
915-01	Advertising Agency Services	N/A
915-02	Advertising (Including Notice of Bid Solicitation, Statutory Notices)	N/A
915-03	Advertising/Public Relations (Incl. Skywriting)	N/A
915-04	Advertising, Outdoor Billboard, etc.	N/A
915-05	Answering/Paging Services	N/A
915-06	Audio Production	N/A
915-07	Audio Recording	N/A
915-08	Audio Media Duplicating Services (Incl. Cassettes, CD ROMs, Tapes, etc.)	N/A
915-09	Audio/Video Production Services Complete	N/A
915-11	Background Music Services (Incl. Messaging on Hold, etc.)	N/A
915-14	Broadcasting Services, Radio	N/A
915-15	Broadcasting Services, Television	N/A
915-20	Call Center Services	N/A
915-22	Communications Marketing Services	N/A
915-23	Conference Coordinating and Planning Services	N/A
915-24	Cable Television Services (Includes Pay-Per-View Services)	N/A
915-25	Captioned Services for the Hearing Impaired (See 915-85 for Telecommunication Relay Services)	N/A
915-26	EDI (Electronic Data Interchange) Value Added Network (VAN) Services	N/A
915-27	Editorial Services	N/A
915-28	Electronic Information and Mailing Services	N/A
915-30	DVD Duplicating Services	N/A
915-36	Facsimile (Fax) Services	N/A
915-38	Film and Slide Processing, Duplicating and Touch Up Services	N/A
915-42	Film and Slide/Tape Production Services	N/A
915-44	Fulfillment (Includes. Data Processing, Packaging, Labeling and Mailing of Literature as a Package)	N/A
915-45	Fulfillment, Inventory, and Storage Services	N/A
915-48	Graphic Arts Services (Not Printing)	N/A
915-49	High Volume, Telephone Call Answering Services (See 915-05 for Low Volume Services)	N/A
915-51	Information Highway Electronic Services (Internet, World Wide Web, Virtual Tours to Include Construction Renderings, etc.)	N/A
915-52	Journalistic Services (Includes Page Print Services)	N/A
915-57	Mailing/Postage and Shipping Services, Electronic	N/A
915-58	Mailing Services (Includes, Addressing, Collating, Packaging, Sorting and Delivery)	N/A

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915-59	Mail Services, Express	N/A
915-60	Magazine Distribution Services	N/A
915-64	Media Clippings, Outtakes, Critiques, Summaries, Legislative Bill Tracking Services, etc. (Incl. State, Local, Out-of-State and International)	N/A
915-65	Photographs, Includes Reprinting and Usage	N/A
915-67	Monitoring Services, Critical Equipment and Site, Wireless, Web-based	N/A
915-68	Microfiche/Microfilming Services	N/A
915-69	Motion Picture Production and Distribution Services	N/A
915-70	Monitoring Services: Parolee, Patient, Convict, etc.	N/A
915-71	Newspaper and Publication Advertising	N/A
915-72	Photography (Not Including Aerial Photography)	N/A
915-73	Public Information Services (Incl. Press Releases)	N/A
915-74	Radio Commercial Production	N/A
915-75	Telephone Services, Cellular	N/A
915-76	Telephone Services Includes Installation, Moves, Changes, Adds, Programming, Removal, Training, etc. (To Include Pay Telephones)	N/A
915-77	Telephone Services, Long Distance and Local (Including 800, Telex, Watts Services, and Offender Telephone Systems)	N/A
915-78	Television Commercial Production	N/A
915-79	Telecommunication Services (Not Otherwise Classified)	N/A
915-80	Typing and Word Processing	N/A
915-81	Telegram/Telegraph Services	N/A
915-82	Video Production	N/A
915-83	Television Services, Satellite	N/A
915-84	Video Recording	N/A
915-85	Telecommunication Relay Services (Text Telephone (TTY); Text-To-Voice; Voice Carry Over (VCO); Hearing Carry Over (HCO); Speech-To-Speech Relay; Video Relay; Spanish Relay; 7-1-1 Access to TRS	N/A
915-90	Video Media Duplicating and Production Services (Including CD ROMs, Tapes, etc.)	N/A
915-93	Voice Mail Services	N/A
915-95	Warning System Services, Citizen	N/A
915-96	Web Page Design, Management and Maintenance Services	N/A
915-97	Wiring Services, Data/Voice	

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AI-45634 **Purchasing Department 22. A. 5.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: Martha L. Salazar, HC-PA **Submitted By:** Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of bids received (as detailed in tabulation sheet contained herein) and awarding to the responsible vendor (American Surveillance Company Inc.) submitting the lowest/best bid and meeting all specifications and/or requirements including the approval of contract for the Request for Bids titled: Hidalgo County-"Armored Car Services" through project No.: 2014-126-07-16-SMA.

BACKGROUND

1) Current Contract expires Sept. 04, 2014
2) New contract to commence Sept 05, 2014
3.) Legal Counsel reviewed & approved Contract Document on 08/15/14

On an as needed basis

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1297-423-00-320-002-4-350

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

BUDGETARY IMPACT:

Available balance as of 8-15-14 $427.92

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-412-00-090-001-0-350

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

BUDGETARY IMPACT:

Available balance as of 8-15-14 $709.50

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-415-15-140-001-0-350

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

BUDGETARY IMPACT:

Available balance as of 8-15-14 $35,184.71

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-415-16-150-001-0-350

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

BUDGETARY IMPACT:

Available balance as of 8-15-14 $946.00

Attachments

Participation, Tabulation, Recommendation
revised agree
legal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/14/2014 05:01 PM
Budget & Management	Debbie Tamez	08/15/2014 03:35 PM
Manuel Chapa	Manuel Chapa	08/21/2014 10:18 AM
Auditor's Office	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Sandra Montalvo Started On: 07/22/2014

Final Approval Date: 08/21/2014

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

TO:	**Pablo "Paul" Villarreal** Hidalgo County Tax assessor/Collector	Attn: Neida Chavana	via email neida.chavana@hidalgocountytax.org
	Norma G. Garcia, Treasurer Hidalgo County Treasurer's Office	Attn: Alfredo Zamarripa	via email. alfredo.zamarripa@treasurer.co.hidalgo.tx.us
	Arturo Guajardo, Jr., County Clerk Hidalgo County Clerk	Attn: Annette Muniz Attn: Noe Lopez Jr.	via email: annette.muniz@co.hidalgo.tx.us
	Laura Hinojosa, District Clerk Hidalgo County District Clerk	Attn: Sabrina Guerra	via email: Sabrina.guerra@co.hidalgo.tx.us
	Arnold Patrick, Director HSCD	Attn: Diana Solis	via email: diana.solis@hidalgocountycsed.org

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: July 16, 2014

RE: **BID RECOMMENDATION for: –** ***Hidalgo County(all funding sources) "ARMORED CAR SERVICES" Bid No. 2014-126-07-16-SMA***

We have received two (2) bid responses to the above mentioned project. Enclosed is a copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation to Commissioner's Court Meeting: therefore, we need your response **July 23 2014 @ 10:00 a.m. or if possible earlier** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **sandra.montalvo@co.hidalgo.tx.us**

☒ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 4-1297-423-00-320-002-4-350

Recommendations/Concerns: American Surveillance Co., Inc.

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

Diana G. Solis	Diana G. Solis	Adult Probation	7/16/14
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

TO:	**Pablo "Paul" Villarreal** Hidalgo County Tax assessor/Collector	Attn: Neida Chavana	vía email: neida.chavana@hidalgocountytax.org
	Norma G. Garcia, Treasurer Hidalgo County Treasurer's Office	Attn: Alfredo Zamarripa	via email: alfredo.zamarripa@treasurer.co.hidalgo.tx.us
	Arturo Guajardo, Jr., County Clerk Hidalgo County Clerk	Attn: Annette Muniz Attn: Noe Lopez Jr.	via email: annette.muniz@co.hidalgo.tx.us
	Laura Hinojosa, District Clerk Hidalgo County District Clerk	Attn: Sabrina Guerra	via email: Sabrina.guerra@co.hidalgo.tx.us
	Arnold Patrick, Director HSCD	Attn: Diana Solis	via email: diana.solis@hidalgocountycscd.org

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: July 16, 2014

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☒ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 4-1100-412-00-090-001-0-350

Recommendations/Concerns: If American Surveillance can provide the same service and they are a reputable company then I would say let's use them because of the savings to the county.

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
Laura Hinojosa	LAURA HINOJOSA	DISTRICT CLERK	07/17/14

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

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	Arturo Guajardo, Jr., County Clerk Hidalgo County Clerk	Attn: Annette Muniz Attn: Noe Lopez Jr.	via email: annette.muniz@co.hidalgo.tx.us
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	Arnold Patrick, Director HSCD	Attn: Diana Solis	via email: diana.solis@hidalgocountycsed.org

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: July 16, 2014

RE: **BID RECOMMENDATION for: – *Hidalgo County(all funding sources) "ARMORED CAR SERVICES" Bid No. 2014-126-07-16-SMA***

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☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 4-1100-415-15-140-001-0-350

Recommendations/Concerns: WE RECOMMEND ROCHESTER BECAUSE THEY ARE RELIABLE AND EXPERIENCED. AMERICAN SURVEILLANCE HAS NO REFERENCES.

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
Pablo (Paul) Villarreal Jr.	Pablo (Paul) Villarreal Jr.	Tax Office	7-22-14

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
JUL 31 2014
By

MEMORANDUM

TO:	**Pablo "Paul" Villarreal** Hidalgo County Tax assessor/Collector	Attn: Neida Chavana	via email: neida.chavana@hidalgocountytax.org
	Norma G. Garcia, Treasurer Hidalgo County Treasurer's Office	Attn: Alfredo Zamarripa	via email. alfredo.zamarripa@treasurer.co.hidalgo.tx.us
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	Arnold Patrick, Director HSCD	Attn: Diana Solis	via email: diana.solis@hidalgocountycsed.org

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: July 16, 2014

RE: **BID RECOMMENDATION for:** – *Hidalgo County(all funding sources) "ARMORED CAR SERVICES" Bid No. 2014-126-07-16-SMA*

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☒ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 4-1100-415-16-150-001-0-350

Recommendations/Concerns: Since Hidalgo County Treasurer's Office only experience is with Rochester Armored Car Co., Inc. and no problems have developed since the beginning we strongly lean to this company. Buy due to the reduction in our 2014 Budget and addition reduction to our 2015 Budget, we recommend company #1 - American Surveillance Co., Inc.
(We want to go on record to mention that without additional information about company #1 we are basing our recommendation on cost alone)

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

Norma G. Garcia	Norma G. Garcia	County Treasurer's Office	07/30/14
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: JULY 16, 2014 | **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: "*HIDALGO COUNTY-ARMORED CAR SERVICES*"

BID NO.: 2014-126-07-16-SMA | **Buyer: Sandra Montalvo**

	NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
1.	ROCHESTER ARMORED CAR CO. Inc. Attn: William P. (Bill) Shea or Michael T. Shea	BML/ EMAIL	Sandra Montalvo	06/24/14	3937 Leavenworth Street- P.O. Box 8 Dts (68101) Omaha, Ne. 68105 (800) 558-9323 (F)402-558-9326 mtshea@rocarmco.com wpshea@rocarmco.com
2.	PRIME VENDOR, INC. Attn: Ashley Reed	EMR	Sandra Montalvo	06/24/14	4622 Cedar Ave. Suite 124 Wilmington, NC 28403 Phone: 800-746-9554 Fax: 800-746-8307 work41@prime-vendor.com
3.	BASCALE COMPANY, INC. Attn: Carlos Velasco	EMR	Sandra Montalvo	07/08/14	P.O. Box 157 Cypress, TX 77410-0157 cvelasco@bascale.com Ph. (713) 996-0303 Fax (713) 456-2352
4.	AMERICAN SURVEILLANCE CO., INC SECURITY SYSTEMS DIVISION ATTN: Priscilla Escobedo	EMR	Sandra Montalvo	07/14/14	55 Galonsky St Brownsville, Tx 78521 Ph-1-866-504- 5656 or 956-504-5656 Fax.- (956) 504 – 5060 psaldana@americansurveillanceco.com pescobedo@americansurveillanceco.com
5.					
6.					
7.					
8.					

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: "Hidalgo County-ARMORED CAR SERVICES"

BID OPENING DATE: JULY 16, 2014	**BID OPENING TIME: 9:30 A.M.**
BID NO: 2014-126-07-16-SMA	**BUYER: Sandra Montalvo**

	NAME OF COMPANY	**Price per Location**	**Total Monthly Charge**
1.	American Surveillance Co. ,Inc.	$180.00	$1,980.00
2.	Rochester Armored Car Co., Inc.	$269.65	$2,966.15
3.			
4.			
5.			
6.			
7.			
8.			
9.			

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-14-126-08-25

THIS CONTRACT is made and entered into this **25th** day of **August, 2014** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **American Surveillance Company, Inc.** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Armored Car Services"** (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 a copy of the Company's response to the RFB attached hereto Exhibit "B" respectively, and 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 agree that this Contract is entered into in order to provide the Services to 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 of **one (1) year** beginning **September 5 , 2014**, expiring on **September 4, 2015** and may be extended at the sole discretion of County for an additional two (2) one (1) year period, under the same rates, terms, and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County reserves the right to continue this bid for an additional sixty (60) Days Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

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 coverage 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: American Surveillance Co. Inc.
Attn: Priscilla Escobedo, Account Manager
1210 West Expressway, Suite 9
Pharr, Texas 78577

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. County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

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).

18. **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 the parties hereto, and not otherwise.

WITNESS our hands in duplicate originals this ____ day of _____, **2014.**

COUNTY OF HIDALGO

_____
Ramon Garcia, County Judge

COMPANY:
American Surveillance Co., Inc.

_____
Priscilla Escobedo, Account Manager

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain, Attorney

EXHIBIT “A”

REQUEST FOR BID (RFB) PORCUREMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

June 23, 2014

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY -**
REQUEST FOR BID-"*ARMORED CAR SERVICES"*
Bid No.: *2014-126-07-16-SMA*

Dear Prospective Bidder:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma
Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

Hidalgo County

"Armored Car Services"

RFB NO: 2014-126-07-16-SMA

Table of Contents

Item	Description	No. of Pages
1.	**Request for Bid Letter**	**1**
2.	**Request for Bid, Legal Notice**	**8**
3.	**Exhibit "A" Specifications/Requirements**	**4**
4.	**Exhibit "B" Bid Page**	**1**
5.	**Exhibit "C"- Insurance Requirements**	**4**
6.	**Exhibit "D"- CIQ Conflict of Interest Questionnaire**	**1**
7.	**Vendor/Bidder Application and W-9 form**	**6**
8.	**Certification Regarding Debarment**	**1**
9.	**Draft Service Agreement**	**8**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626 or via email to sandra.montalvo@co.hidalgo.tx.us, and advise of missing documentation.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

June 23, 2014
Date

Bid No: 2014-126-07-16-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY

"Armored Car Services"

BID OPENING DATE: July 16, 2014

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281 - New Administration Building
Edinburg, Texas 78539
956 318-2626

1) Sealed bids will be received for **"HIDALGO COUNTY-ARMORED CAR SERVICES"** 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-2014-126-07-16-SMA-HIDALGO COUNTY-ARMORED CAR SERVICES"*** in County's Purchasing Department, 2802 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, July 16, 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 *BID-2014-126-07-16-SMA-HIDALGO COUNTY-"ARMORED CAR SERVICES"*

Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3) Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4) The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5) For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6) Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7) No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8) Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9) Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10) County reserves the right to accept or reject any or all bids.

11) 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 of their Federal ID Number Certificate.

15) **POST AWARD PRODUCTS DELIVERY INSTRUCTIONS:**

- Materials and supplies must be shipped within 72 hours from arrival of purchase order.
- Deliveries shall be accepted between 8:00 AM, Monday- Friday, unless prior approvals for after-hours deliveries have been obtained from respective department(s) contact person(s) before delivery will be accepted, unless other delivery arrangements have been made.
- At least seventy two (72) hours prior notice of delivery must be given to. Martha L. Salazar, Purchasing Agent before delivery will be accepted, unless other delivery arrangements have been made.
- Deliveries not made within delivery schedule shall be considered delinquent. Delinquent orders shall constitute a breach of contract. The vendor must notify the requesting department of orders that exceed the delivery schedule to either cancel the order or extend the delivery schedule for that order.
- At least seventy-two (72) hours prior to notice of a foreseen delivery delay shall also be given to appropriate department(s) contact person(s). The County has the right to extend the delivery date if reasons appear valid. The vendor must keep the County advised at all times of the status of the order(s). If the vendor has orders in their possession which have not been completed within the specified delivery time, the County reserves the right to withhold issuances of further orders until all orders have been filled and acceptable assurance has been given that the event will not be repeated.

- For items not in stock at the time of order, vendor is to contact respective department(s) for approval, or cancellation, of a delivery time and date.
- The County reserves the right to pick up orders during emergency situations.
- If you need additional information, contact information will be provided upon contract award

16) **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

17) **BILLING AND PAYMENT INSTRUCTIONS**:

- Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any) and Contract Number
  - e) Notation ***"HIDALGO COUNTY-ARMORED CAR SERVICES"*** 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
Ray Eufracio, County Auditor
2808 S. Business Hwy. 281
Edinburg, Texas 78539
956-318-2511

18) **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**July 16, 2014**
Award of Contract	_____ 2014
Commence Work or Deliver Products	_____, 2014

19) **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

20) **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.

21) **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.

22) 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.

23) 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.

24) Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

25) 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.

26) Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

27) 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.

28) 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.

29) Successful bidder shall warrant that all items/services shall conform to 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.

30) This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31) The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"ARMORED CAR SERVICES"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 – New Administration Building
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

Hidalgo County (all funding sources)

"Armored Car Services"

Bid No. 2014-126-07-16-SMA

SCOPE OF SERVICES:

HIDALGO COUNTY is seeking bids from qualified bidder(s) with which to establish a contract for the purposes of **"Armored Car Services"** on an "As Needed Basis".

1) Bidder(s) will be responsible for providing for picking up and transporting, on an **"As Needed Basis"**, deposits from numerous Hidalgo County Departments, and depositing into County's bank account.

2) Bidder(s) will provide armed, uniformed and bonded personnel. Every shipment must be totally insured against loss.

3) Bidder(s) will be required to deliver change and/or bank supplies at the time deposits are picked up.

BANK DEPOSITORY ACCOUNT:

1) Hidalgo County's Depository Bank is currently Lone Star National Bank; however, the County might do future business with another Depository Bank within the Hidalgo County area.

2) Hidalgo County's main Bank Depository is "Lone Star National Bank", located at 520 E. Nolana, McAllen, Texas. Deposits may be deposited at any local listed "Lone Star National Bank" branch locations.

3) Hidalgo County reserves the right to award this bid on a lump sum basis to one (1) bidder, or to multiple bidders; whichever is most advantageous to the County.

4) ***Hidalgo County Elected Official, department head, and/or their designees/contact person*** will instruct bidder(s) to as to where/which "Lone Star National Bank" branch location site(s) the deposits are to be transported to.

TERMS AND CONDITIONS:

1) The initial contract term for this project will be for one (1) year with the County's option to extend for an additional two (2) 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 next contract term.

3) After bid is awarded and successful awarded vendor defaults in meeting the "general instructions to bidder(s)" and/or complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

REQUIREMENTS:

1) Bidder(s) must be licensed by the "Texas Board of Private Investigators and Private Security Agencies". All of bidder(s)' personnel associated with this bid must also have the proper licenses by the "Texas Board of Private Investigators and Private Security Agencies".

2) Bidder(s) will provide and maintain all the required "Insurances and Bonds" as described and listed in "Exhibit C" and under "Legal Notice"-page 4-item #19.

3) All applicable forms in this packet must be filled out in its entirety and submitted with bid response.

4) **Pricing must be consistent throughout the bid.** Example: if there are multiple pick-ups at one (1) address for the same frequency, then the pricing for each department must be the same.

LOCATION OF DEPARTMENT'S- PICKUPS AND LIABILITY AMOUNT(S)*

The following locations listed below are to be considered minimum. The County reserves the right to request additional and/or reduce the number of locations as necessary and vendor agrees to comply with such requests.

	LOCATIONS	BANK NAME/LOCATION	APPROXIMATE AMOUNT OF DEPOSIT	TIME OF DEPOSIT	DEPOSIT TO BE PICK-UP
HIDALGO COUNTY CLERK ARTURO GUAJARDO, JR., COUNTY CLERK					
1.	Hidalgo County Courthouse 100 N. Closner, 1st Floor Edinburg, Texas 78539	Lone Star National Bank	$25,000.00 per day/week	3:00 p.m.	1 (once a day)
2.	McAllen SUB-STATION 419 Nolana, Ste B McAllen, Tx 78501	Lone Star National Bank	$3,000	4:00 p.m.	1 (once a day)
HIDALGO COUNTY DISTRICT CLERK LAURA HINOJOSA, DISTRICT CLERK					
	LOCATIONS	BANK NAME/LOCATION	APPROXIMATE AMOUNT OF DEPOSIT	TIME OF DEPOSIT	DEPOSIT TO BE PICK-UP
1.	Hidalgo County Courthouse 100 N. Closner, 1ST floor Edinburg, Texas 78539 Regular time of deposit:	Lone Star National Bank	$40,000.00- $7,000,000.00 per day/week	Mornings	(1) Once a day
HIDALGO COUNTY TREASURER'S OFFICE NORMA G. GARCIA, TREASURER					
	LOCATIONS	BANK NAME/LOCATION	APPROXIMATE AMOUNT OF DEPOSIT	TIME OF DEPOSIT	DEPOSIT TO BE PICK-UP
1.	Hidalgo County Treasurer's Office 2810 S. Business Hwy. 281 Edinburg, Texas 78539	Lone Star National Bank	$20,000.00- $4,000,000.00 per day/week	4:30 p.m	(1) Once a day
HIDALGO COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT (ADULT PROBATION) Mr. Arnold Patrick, Director					
	LOCATIONS	BANK NAME/LOCATION	APPROXIMATE AMOUNT OF DEPOSIT	TIME OF DEPOSIT	DEPOSIT TO BE PICK-UP
1.	Hidalgo County Community Supervision & Corrections Department 3100 S. Business Hwy. 281 Edinburg, Texas 78539	Lone Star National Bank	$10,000.00- $45,000.00 per day	4:30 p.m.	(1) Once a day

HIDALGO COUNTY TAX ASSESSOR COLLECTOR

PABLO "PAUL" VILLRREAL

Hidalgo County Tax Office 2804 S. Business Hwy. 281 Edinburg, Texas 78539	Bank Name/Location: Lone Star National Bank / Approximate amount of deposit: $4,065,000.00 per day/week		
Ms. NEIDA CHAVANA, Dept. Head Hidalgo County Auto License Dept. 2804 S. Business Hwy. 281 Edinburg, Texas 78539 (956) 318-2157 phone (956)318-2733 fax	**SUB-STATION/LOCATIONS**	**TIME OF DEPOSIT**	**PICK-UP**
	EDINBURG TAX OFFICE 2804 S. Bus. Hwy 281 Edinburg, Tx 78539 (956) 318-2157 phone (956)318-2733 fax	3:00 p.m.	1 (once a day)
	MISSION TAX OFFICE SUB-STATION 722 N. Breyfogle Mission Tx 78574 956-581-8898 or 956-205-7050 office 956-580-7425 or 956-205-7059 fax	2:00 p.m.	1 (once a day)
	WESLACO TAX OFFICE/PCT #1 BLDG. COMPLEX 1902 Joe Stephens Weslaco, Tx 78596 (956)-973-7825 office (956)-973-7829 fax	1:30 p.m.	1 (once a day)
	SAN JUAN TAX OFFICE/WIC BLDG. 509 E. Earling Rd San Juan Tx 78589 956-283-1645 phone 956-283-1855 fax	11:00 a.m	1 (once a day)
	PHARR TAX OFFICE SUB-STATION 300 W. Hall Acres, Suite C Pharr, Tx 78577 956-784-3565 office 956-784-3556 or 3557 fax	2:30 p.m.	1 (once a day)
	ALAMO SUB-STATION 1429 S. Tower Rd Alamo, Tx 78516 956-784-8688 phone 956-784-3539 fax	2:00 p.m.	1 (once a day)
	APPROXIMATE AMOUNT OF DEPOSIT: $ 424,000.00 per day/week		

DEPOSITORY BANK BRANCH LOCATIONS/SITES:

Deposits may be made at any of the following branch locations, however any and all deposits will be taken to the branch location site as requested and directed by the ***Hidalgo County Elected Official, department head, and/or their designees/contact person***.

LONE STAR NATIONAL BANK BRANCH LOCATIONS/SITES

CITY	ADDRESS
EDINBURG	117 S. 10th Ave.
HIDALGO	633 S. International Blvd.
MCALLEN	2109 S. 10th 200 Linberg 5515 N. 10th St. 1300 E. Ridge Rd. 5537 N. McColl 600 E. Nolana Ave 800 N. Main St, Ste. 600
MISSION	2003 E. Griffin Pkwy. 1100 S. Bryan Rd
PHARR	206 W. Ferguson 118 S. Cage Blvd. 1201 S. Cage Blvd
PALMVIEW	720 E. Veterans Blvd.
WESLACO	214 S. Texas Blvd. 620 W. Expressway 83

ADDITIONAL INFORMATION

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Further information required for this project can be addressed to Hidalgo County is requesting that any and all questions, inquires and clarifications regarding bids, or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED via e-mail to sandra.montalvo@co.hidalgo.tx.us by no later than Wednesday, July 09, 2014 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via email by no later than Friday, July 11, 2014 by 5:00 p.m.

EXHIBIT "B"

Bid Page
HIDALGO COUNTY
"Armored Car Services"
BID No. 2014-126-07-16-SMA

DESCRIPTION	Price per Location	Total Monthly Charge
Monthly charge for "Armored Car Services" as requested, but not limited to, in the Specifications/Requirements to the Departments with "Branch Locations/Sites" as listed Exhibit "A" of this document and under the same terms and conditions.		

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 03/11/11

EXHIBIT "C"
Insurance Requirements

ACORD	CERTIFICATE OF INSURANCE	DATE (MM/DD/YY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					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 OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				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

EXHIBIT "C"
Insurance Requirements
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

EXHIBIT "C"

Insurance Requirements
PROJECT REQUIREMENTS
ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bond (if applicable)_____
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable), certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

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

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

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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. August 2013)
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:
☐ 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) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

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), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

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, payments made in settlement of payment card and third party network transactions, 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

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. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). 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 should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. 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, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. 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 U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. 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, as appropriate. 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 U.S. 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 U.S. 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.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that 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

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[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.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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, apply for a TIN and 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 U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below 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 code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, 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. commonwealths and 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.

EXHIBIT “B”

BID PAGE

EXHIBIT "B"

Bid Page
HIDALGO COUNTY
"Armored Car Services"
BID No. 2014-126-07-16-SMA

DESCRIPTION	Price per Location	Total Monthly Charge
Monthly charge for "Armored Car Services" as requested, but not limited to, in the Specifications/Requirements to the Departments with "Branch Locations/Sites" as listed Exhibit "A" of this document and under the same terms and conditions.	$180.00 CONFIDENTIAL	1,980.00 CONFIDENTIAL

CONFIDENTIAL

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

CONFIDENTIAL

BIDDER/COMPANY NAME: American Surveillance Co. Inc.

ADDRESS: 1210 W. Expwy Suite 9

CITY/STATE/ZIP CODE: Pharr Texas 78577

PHONE & FAX NO'S: 956.504.5656 956 504.5060

CELLULAR NO: 956 465.9512

E-MAIL ADDRESS: pescobedo@americansurveillanceco.com

AUTHORIZED SIGNATURE: Priscilla Escobedo

PRINTED NAME: Priscilla Escobedo

TITLE Account Manager.

OPENED 7/14/14 9:32am Witnessed

EXHIBIT “C”

INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 7/28/2014

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
CORPORATE MUTUAL INS GROUP, LLC
55 Galonsky Street
Brownsville, TX 78521

CONTACT NAME: Nancy Belinda Escobedo
PHONE (A/C,No,Ext): (956)475-3637 FAX (A/C,No): (956)504-5060
E-MAIL ADDRESS: nancy@cmig.us

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Philadelphia Indemnity Co	
INSURER B: American Guarantee & Liability Ins. Co.	
INSURER C: Hartford Casualty Insurance Company	
INSURER D: Underwriters at Lloyd's London	
INSURER E:	
INSURER F:	

INSURED
American Surveillance Company Inc.
55 Galonsky Street
Brownsville, TX 78521
(956)504-5656

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 CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	X	Y	PHPK11033316	11/30/2013	11/30/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG CRIME	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 5,000,000 $ 5,000,000 $ 200,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS	X	Y	PHPK11033316	11/30/2013	11/30/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $	X	Y	PHUB441547	11/30/2013	11/30/2014	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC9698249-00	11/26/2013	11/26/2014	X PER STATUTE / 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
C	Fidelity Bond			61BDDFW9841	12/01/13	12/01/14		$25,000

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

D Armored Car Transit 1,000,000.00 each and every loss at all locations

CERTIFICATE HOLDER

Hidalgo County
2812 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
NANCY ESCOBEDO

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Zimbra **leticia.saenz@co.hidalgo.tx.us**

FW: C-14-126-08-25-Armored Car Services

From : Steve Crain <scrain@atlashall.com> Thu, Aug 21, 2014 08:46 AM
Subject : FW: C-14-126-08-25-Armored Car Services
To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, August 21, 2014 7:21 AM
To: 'Rocio Villarreal'
Subject: RE: C-14-126-08-25-Armored Car Services

The contract is fine.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, August 20, 2014 4:59 PM
To: Steve Crain
Cc: Leticia H. Saenz; Sandra Montalvo
Subject: C-14-126-08-25-Armored Car Services

Mr. Crain:

Can you please review and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>
To: "Rocio. Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Wednesday, August 20, 2014 9:02:45 AM
Subject: Fwd: additional Info

AI-45888 **Purchasing Department 22. A. 6.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: Martha L. Salazar, HC-PA **Submitted By:** Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting consideration and approval to permit the partial release of retainage due contractor CAS for Modular Project at County Courthouse by cutting payments/checks payable to both CAS and the following sub-contractors in the amounts detailed while retaining an amount (calculated by project architect, S. McGarraugh, Dannenbaum Eng.) to cover the amount for the one item pending and in need of completion (to the satisfaction of HC):

Sub-contractors with no punch list issues pending with Hidalgo County:

1. Diaz Flooring - $ 289.84;
2. Robert Garza Construction - $ 1,370.00;
3. Central Fence - $ 11,668.35;
4. Jaimes Electric - $ 21,123.96;
5. Saenz Utility Contractors - $ 20,000.00;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1342-206-00-000-005-0-000

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

BUDGETARY IMPACT:

Funding available in account in the total amount of: $68,460.81.

Attachments

Retainage Status

Letter from Architect

Estimate from Architect

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/21/2014 04:56 PM
Budget & Management	Debbie Tamez	08/21/2014 04:59 PM
Glinda Pacheco	Glinda Pacheco	08/21/2014 05:14 PM
Auditor's Office	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Marty Salazar Started On: 08/06/2014 03:20 PM

Final Approval Date: 08/21/2014

SUB-CONTRACTORS	NON Retainage Owed	Retainage Balance	Retainage Balance Owed by HC
			$ 68,460.81
Saenz Utility Contractors	$ 36,054.05		$ (20,000.00)
(Retainage)		$ 7,618.30	
			$ 48,460.81
Jaime's Electric	$ 15,373.96		$ (15,373.96)
(Retainage)		$ 5,750.00	$ (5,750.00)
Central Fence			$ 27,336.85
Retainage		$ 11,668.35	$ (11,668.35)
Robert Garza Construction	(Mill Work Finish)		
Retainage		$ 1,370.00	($1,370.00)
Diaz Flooring			
Retainage		$ 289.84	$ (289.84)
	$ 51,428.01	$ 26,696.49	$ 14,008.66

DANNENBAUM ENGINEERING COMPANY — McAllen, LLC
1109 NOLANA AVENUE, SUITE 208 MCALLEN, TEXAS 78504 (956) 682-3677

July 8, 2014

Hidalgo County Purchasing Office
2802 South Business Highway 281
Edinburg, Texas 78539

ATTN: ***Mr. Oscar Garza***

REF: ***Hidalgo County – Purchasing Department***
Courthouse Annex Additions and Site Modifications

SUBJ: ***Issues with Rain Water at Courthouse Portables***

Dear Mr. Garza,

As you are aware, we visited the Courthouse Portables site on the morning of Monday, July 7, 2014. The purpose of the visit was to review several issues related to rain water at the portables. Daniel Flores and Seferino Garza with the Facilities Department were also present. We reviewed the issues and possibilities for resolution for each. The common effect of all of the issues is buckling deck boards and standing water following rain events. The items we are investigating include:

1. The deck planks are installed closer together than specified by the manufacturer both along there length and at ends.
2. Deck planks are not fastened at every joist.
3. The scuppers on the portables are spilling water onto the deck.
4. The downspouts on the portables are leaking water onto the deck.
5. Driven rain is entering the covered deck area between the parapet walls of the portables and the roof of the canopy.
6. The deck is not draining in areas during and after rain events.
7. Moisture under the deck is not being released.

The following are determinations from our investigation on site as well as statements from others who have observed the conditions described:

1. The deck planks were installed touching or within a blade thickness of touching on both long edges of planks and at the ends. With heat, moisture and humidity the planks have swollen causing warping and prevention of water drainage.
2. As stated in an earlier letter, upon examination of the Trex brand decking planks we found that in a number of locations the planks were bowing upward. The planks are attached to the structure below with two decking screws at every other structural joist location. The bulging was occurring primarily at the location of joists that were not

fastened. The bowing that was observed was also occurring near the end of planks where an abutting member would not allow any expansion of the material. The bowing appeared to possibly be related to swelling of the planks which were installed touching, or near touching each other. The contractor removed two of the warping planks and it was found that the underside of the planks and the structure supporting the planks were dripping with water. All of the area viewed below the opening was also very damp.

3. The manufacturer of the portables states that the scuppers and downspouts are designed for the quantity of water that would naturally fall on half of each roof. They state that the water from the canopy roof which falls onto the portable roof is causing the additional quantity of water through the scupper, causing the scuppers to splash and overflow.
4. The downspouts at the portables have gaps where each section fits to the next. During rain events water sprays from each joint.
5. Although there is a substantial horizontal overhang of the canopy eaves over the portables roofs and the vertical clearance between the top of the parapet walls of the portables and the beams of the canopy are not excessive, strong wind driven rain is able to spray onto the deck below.
6. Due to the swelling of the deck planks and the excessive rain water entering the deck area, primarily from scuppers and downspouts and secondarily from wind driven rain, a number of deck areas are retaining water until removed by maintenance personnel.
7. Skirting was installed around the deck area to attempt to prevent animals from getting under the deck, as well as for safety to prevent children and others from accessing under the deck area. Vents were installed in this area to allow ventilation below the decks. Water is retaining below the deck areas and is not drying out in a sufficient time period. This may also contribute the swelling of the deck planks.

After consideration of the factors and determinations detailed above, we make the following recommendations:

1. We recommend that a test section of decking, in an area detailed on the diagram attached herewith, be removed and reinstalled with a gap from plank to plank at the long edge and ends measuring between 1/8" and 3/16". This provides a gap which is still slightly less than the manufacturer's recommendation, however this gap would be significantly more that the current spacing and is less than the width of the narrowest stiletto heal size from the sources we researched. We further recommend that after a period of rain events determined satisfactory by the Facilities Department and the Architect, if no water issues have occurred at the test area, that the remainder of the decking be removed and regapped to match the test area.
2. We recommend that the decking be fastened by two approved deck screws at every joist. We further recommend that any bowed deck areas be removed and replaced with proper spacing at the plank ends.
3. We recommend that gutters be installed at the canopy. We further recommend that downspouts on the new canopy gutters be extended through the deck below, or beyond the roof ridge of each adjacent portable.
4. We recommend that the manufacturer of the portables reinstall the scuppers and downspouts or properly seal the joints in the existing scuppers and downspouts.
5. We recommend that should rain water continue to be an issue due to wind driven rain following the implementation of all other items mentioned here, that a skirt be placed from the parapet walls of the south portables to the underside of the canopy.
6. Item number one above resolves the issue stated in number 6 above.

7. We recommend that the skirting at the face of the decks in the locations detailed on the diagram attached herewith be removed and be replaced with a layer of cattle fence covered by a layer of screening material to match the size and gauged installed by the Facilities department at the canopy trusses.

Should you have questions or wish to meet regarding this subject, please contact me at (956) 682-3677.

Respectfully,

Steven L. McGarraugh, AIA
Project Manager

Attachment: Deck Ventilation Diagram

cc: File: 4710-01
Richard D. Seitz, P.E. - Dannenbaum Engineering

Zimbra **oscar.garza@co.hidalgo.tx.us**

Regarding Deck at Courthouse Portables

From : Steve McGarraugh <Steve.McGarraugh@dannenbaum.com> Wed, Aug 13, 2014 04:51 PM

Subject : Regarding Deck at Courthouse Portables

To : Martha Salazar <martha.salazar@co.hidalgo.tx.us>

Cc : Oscar Garza <oscarg.garza@co.hidalgo.tx.us>, Daniel Flores <daniel.flores@co.hidalgo.tx.us>

Ms. Salazar,
Per your request I have researched the estimated cost to remove and re-install the floor planks on the decks at the Courthouse portables project at the County Courthouse. We estimate the cost to be $11,400. This includes removing, and re-installing the planks with a 1/8 to 3/16" gap between planks. New decking screws are to be provided by the contractor. This also includes labor to be performed during evenings and weekends.

Should you have any questions, please feel free to contact me. My cellular phone is (956) 456-9828. The remainder of our contact information is below.

Respectfully,
Steve

Steven L McGarraugh, AIA
Dannenbaum Engineering Corporation - McAllen, LLC
1109 West Nolana Avenue
McAllen, Texas 78504
(956) 682-3667

AI-45996 **Purchasing Department 22. A. 7.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: Martha L. Salazar, HC-PA **Submitted By:** Juan Alvarado, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation by Purchasing Department for acceptance, adoption, and approval of Hidalgo County Fixed Asset Policy & Procedures Manual for use by all applicable Elected Offices, Departments, Programs and Agencies.

BACKGROUND

The First Edition of the Hidalgo County (Purchasing Department)Fixed Asset Policy & Procedures Manual has been prepared and reviewed in compliance with the Hidalgo County Auditor's Office "Letter of concerns for April 8, 2014" and the 2013 Independent Auditor's Report Observations and Recommendations.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary impact

Impact is only relevant as a result of acquisitions, surplus, dispositions or disposals.

Attachments

Hid Co FA Policy & Proc Manual

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/15/2014 03:25 PM
Budget & Management	Debbie Tamez	08/18/2014 02:43 PM
Manuel Chapa	Manuel Chapa	08/21/2014 11:25 AM
Auditor's Office	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Juan Alvarado Started On: 08/13/2014 04:38 PM

Final Approval Date: 08/21/2014

HIDALGO COUNTY, TEXAS

PURCHASING DEPARTMENT

FIXED ASSET DIVISION

FIXED ASSET
POLICY & PROCEDURES MANUAL
2014

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

First Edition
2014

COUNTY JUDGE'S OFFICE

The Honorable Ramon Garcia
Hidalgo County Judge

COUNTY COMMISSIONERS'

The Honorable A.C. Cuellar
County Commissioner Precinct No 1

The Honorable Hector "Tito" Palacios
County Commissioner Precinct No 2

The Honorable Joe M. Flores
County Commissioner Precinct No 3

The Honorable Joseph Palacios
County Commissioner Precinct No 4

EXECUTIVE OFFICE

Valde Guerra
Commissioners' Court Executive Officer

Sergio Cruz
Hidalgo County Budget Officer

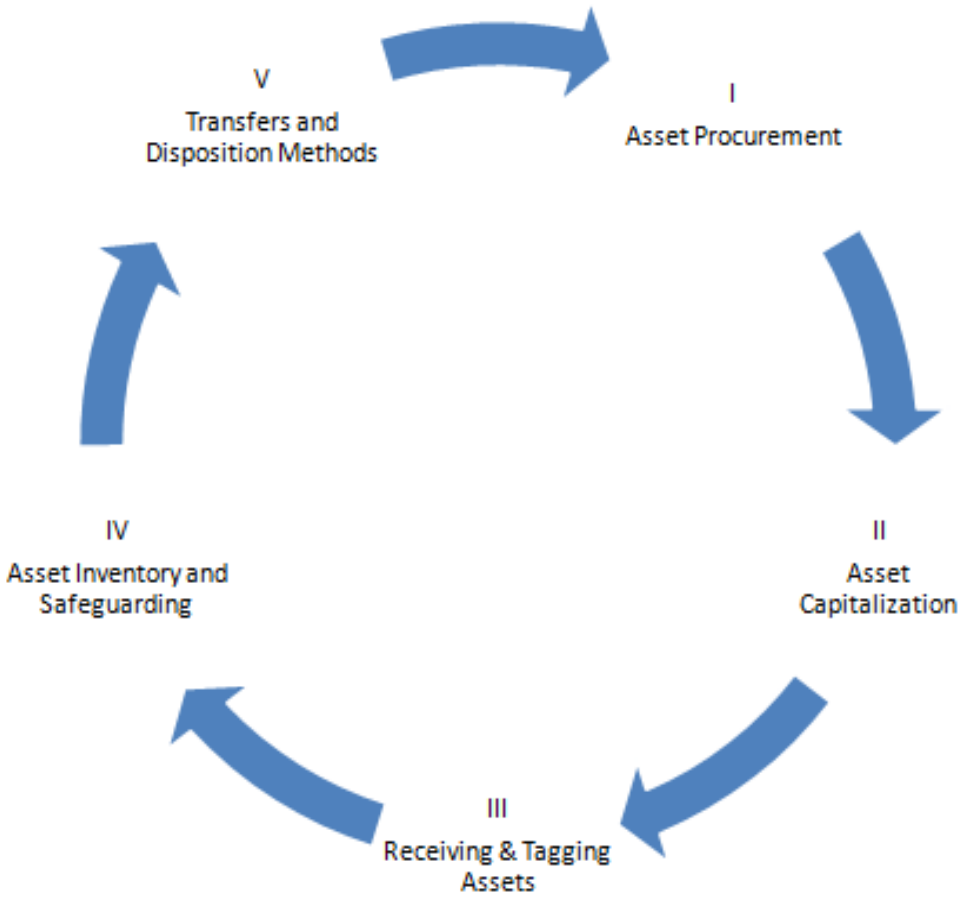
PURCHASING DEPARTMENT

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

COUNTY AUDITOR'S OFFICE

Raymundo Eufracio, CPA
Hidalgo County Auditor

Fixed Asset Cycle



Hidalgo County, Texas
Fixed Asset Policy and Procedures Manual

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Hidalgo County, Texas
Purchasing Department
Fixed Asset Division

2014 Fixed Asset Policy and Procedures Manual

1st Edition

Produced by:

Juan M. Alvarado
Assistant Fixed Asset Manager

Reviewed by:

Agueda "Aggie" Garcia
Fixed Asset Manager

Audited by:

Hidalgo County Auditor's Office
Internal Audit Division

Linda Fong, Assistant County Auditor

Arcy B. Duran, CPA, MBA
Director of Internal Audits

Letty Chavez
Compliance Audit Supervisor

Becky Luna
Director of Accounting

Alvaro Chuc, Accounting Supervisor

Additional Review

Department of Budget and Management
Dina Trevino, Assistant Budget Director

Hidalgo County Executive Office
Lauro Torres, Executive Office Assistant

In Compliance with:
Burton McCumber & Cortez
Independent Auditor's Recommendations:
"Hidalgo County – Primary Single Audit- December 31, 2013.
"The County will implement proper policy/procedures to
Address the accuracy and completeness of capital assets".

Approved by:

Hidalgo County Commissioners' Court
August, 2014.

INTRODUCTION

FIXED ASSET MANAGEMENT

The Purchasing Department Fixed Asset Division has the responsibility of maintaining an asset management system that records transactions pertaining to the acquisition, improvements, and final disposition of fixed assets. These records are summarized and submitted to the County Auditor's Office for inclusion in the County's Financial Statements on March as well as an inventory of all property on hand by July of every year.

Hidalgo County currently maintains a Capital Asset Management System that consists of two parts: accounting and property management.

ACCOUNTING

The County of Hidalgo accounts, record, and reports the ownership of Capital-Assets in compliance with reporting requirements established by GASB Statement 34, the Generally Accepted Accounting Principles (GAAP), and the Texas Local Government Code (LGC).

The information processed in the Fixed Asset Division that pertains to additions and deletions of capital assets is reported annually to the County Auditor's Office to be included in the Hidalgo County's Annual Financial Statements.

PROPERTY MANAGEMENT

County Departments and the Fixed Asset Division have the responsibility to conduct annual verifications of machinery and office equipment to ensure proper maintenance of fixed assets. The annual verification promotes accountability reducing the risk of theft, and loss of assets.

The 2014-Fixed Asset Policy and Procedures Manual has been prepared to be used by Hidalgo County Personnel as a reference to:

1. Initiate the procurement process.
2. Recognize and capitalize assets.
3. Follow the protocol for receiving and tagging assets.
4. Follow procedures for the inventory and safeguarding of assets.
5. To identify the accepted disposition methods of obsolete, broken, and no longer needed assets.

Included in the procedures manual are legal references, and the necessary forms and guidelines to account for all assets assigned to each individual County Department.

Accountability is not only our inherent duty as county employees it is also mandated by law.

FIXED ASSET POLICY

The Comprehensive Policies and Procedures for Capital Assets Management are as follows:

Expenditures for all items that fit in the definitions of capital asset, or capital projects, will be capitalized and will initially be recorded at cost, except donated assets that will be recorded at fair market value (FMV).

The Purchasing Department Fixed Asset Division has the responsibility to:

1. Maintain the Capital Asset inventory and official property records for all land, buildings, improvements, infrastructure, equipment and vehicles (including leased properties).
2. Establish criteria to capture capital assets that fall within the established thresholds.
3. Prepare comprehensive policies and procedures for accounting for capital assets and publish in a capital assets manual.
4. Establish criteria to capture information for non-capitalized but "controllable" equipment, consistent with the definition of capitalization thresholds as used in financial accounting. Weapons shall continue to be controlled countywide to comply with county code.
5. Ensure that all capital assets that meet the established thresholds are currently recorded in the County's Capital Asset System.
6. Perform periodic physical inventories to keep track of county owned property including minor and "Controllable" assets.
7. Report all additions and deletions of capital assets incurred during the fiscal year to the County Auditor's Office Accounting Division for inclusion in the Financial Statements.
8. Reconcile on an annual basis the General Ledger information with the County's Alio Inventory System.

Facilities Management shall track all buildings that they maintain which include minor buildings in County Owned Parks and submit a list including occupancy information to the Fixed Asset Division and the Safety Division on a quarterly basis.

The Budget & Management Safety Division shall reconcile with the Fixed Assets Division on an annual basis all the inventory information to detect discrepancies as it pertains to the insurance of all county owned property.

Hidalgo County Departments shall comply with all the guidelines as indicated in chapters 1 through 15 of this manual.

RESPONSIBILITY OF THE COUNTY PURCHASING AGENT

LOCAL GOVERNMENT CODE:

The Texas Local Government Code (LGC), Chapter 262 designates the Purchasing Agent as responsible for several duties related to the acquisition and management of assets and indicates that:

All purchases of supplies, materials or equipment must be made through the Purchasing Agent **(See Texas Local Government Code – Chapter 262.011).**

On July 1 of each year, the County Purchasing Agent shall file with the County Auditor and each of the members of the board that appoints the County Purchasing Agent an inventory of all the property on hand and belonging to the county and each subdivision, officer, and employee of the county. The County Auditor shall carefully examine the inventory and make an accounting for all property purchased or previously inventoried and not in the inventory **(See LGC Section 262.011 (i)).**

PROCUREMENT STEPS:

1. Each department will include in their budget request for the next year the furniture and equipment deemed necessary for operation of their department. If approved for purchase by the Commissioners' Court, the County Auditor's office will determine the appropriate general ledger account in which the budgeted asset amount will be included for the purchase of the fixed assets.

2. The Purchasing Agent shall make all purchases of furniture and equipment. Specifications for the purchases will be developed in conjunction with the department. All purchases shall be made in accordance with purchasing laws of the State of Texas and procedures adopted by the Commissioners' Court.

3. All purchases costing in excess of $50,000 must be made through the formal procurement process where a request is made by the Purchasing Agent to the Commissioners' Court to make the purchase. The bid request is advertised according to State Law. All sealed procurement bids are accepted by the Purchasing Agent who will tabulate the bids and make recommendations to the Commissioners' Court, who will award the bid to the lowest and/or best bidder **(See Texas Local Government Code Section 262-011 through 262.035).**

NOTE

The IT Department must review and approve requests for data processing equipment for compatibility with county systems.

RESPONSIBILITY OF COUNTY OFFICIALS

Elected and appointed officials and department heads are responsible for the care and custody of fixed assets assigned to their departments. To assist the official in complying with this responsibility, each official or department head shall designate one or more employees within their department to coordinate receipt and tagging of new assets, verify inventories, and maintain control of fixed assets.

The official or department head shall designate the representative(s) annually by October 15 of each year, but shall update and file the designation if a change occurs through termination or re-assignment of the designated individual(s). This is done by completing and submitting the **Declaration of Representative Form FA.001** ***(Ref: Page 26).***

Although the official or department head designates the representative(s) to assist with compliance requirements, the official or department head still remains responsible for an accurate accounting of all fixed assets assigned to his or her department. This responsibility cannot be delegated.

Acceptance of the 2014 Hidalgo County Fixed Asset Policy & Procedures Manual can be acknowledged by a Department Official by signing, dating, and submitting the Fixed Asset **Policy and Procedures Manual acknowledgment form FA-004** to the Hidalgo County Purchasing Department/Fixed Asset Division upon receipt of this manual. ***(Ref: Page No. 29).***

The duties of the designated representative are outlined in chapter 4 page 5 of this manual. These duties refer to the establishment of the maintenance requirements for fixed assets as well as compliance with warranties and maintenance agreements.

DESIGNATED REPRESENTATIVE

It is suggested that the staff member at the County's Departmental level who has responsibility for financial matters should assume the role of Fixed Asset Administrator, and become the Department's designated representative. As part of the administrative duties and responsibilities, the designated representative should from time to time conduct fixed asset reviews as follows:

1. Determine fixed assets needs, this is done at the departmental level.
2. Establish the use and location of the fixed assets within the organization structure.
3. Submit requisition, quotes, and other needed documentation to the Purchasing Department, to initiate the procurement process of items needed.
4. Receive, inspect, tag, store, and distribute the assets to the intended recipients.
5. Ensure that vehicles and equipment are properly insured and safeguarded, once the equipment is received and accepted by the department.
6. Safeguard warranty information. Warranty documentation is often delivered with the item when it is received at the user department. The user department is responsible for maintaining appropriate warranty documentation in their department files.
7. Document instances when assets need repairs or when items are returned to be replaced with a new one under warranty (Notify the fixed asset division whenever a replacement occurs, for proper retagging and serial number updates).
8. Fill out a transfer form to transfer items to surplus or to another county department that may have a need of the unneeded asset, and contact the Purchasing Department Fixed Asset Division for assistance.
9. Request disposition of damaged, obsolete, or unneeded fixed assets.
10. Review the Fixed Asset Property Report received from the Fixed Asset Division and compare to their permanent file, note any discrepancies and return the report for proper corrections.

DEFINITION OF FIXED ASSETS

The term **Fixed Assets** (Capital Assets) is used to describe items that have a useful life of at least one year, and complies with the established threshold to be included in the County's Inventory System.

Capital assets include all items purchased, constructed, or donated, and may be either intangible (e.g., easements, water rights, mineral rights), or tangible (e.g., land, buildings, building improvements, vehicles, machinery and equipment and – infrastructure). In addition to capital assets, the County maintains an inventory of minor controllable assets, with the exception of expendable supplies.

In Hidalgo County, **Capital Equipment** is defined as intangible and tangible nonexpendable personal property with an acquisition cost of more than $1,000 and a useful life of more than one year.

Reportable Capital Equipment subject to depreciation includes all items tangible and intangible with a historical cost of $5,000 and above.

Minor Controllable Assets refers to any asset having a value or cost of between $300 and $999.99. These items are recorded on the county fixed asset inventory system for monitoring and reporting purposes.

Controlled assets are items that need to be secured and tracked due to liability issues, insurance, licensing, original funding information or other factors that do not meet the definition of fixed assets and are not capitalized because they are below the $1,000 capitalization threshold. For departmental budgeting purposes, there is no difference between a "Capital Asset" and a "Controllable Asset". The only difference is in the procedure for recording the asset in the county's financial statements.

Examples of the types of items that are tracked as **"Minor-Controllable Assets"** are: Personal computers, printers, televisions, DVR's, mobile and two way radios, weapons, cameras, it includes office furniture such as desks, chairs, small shredders, bookcases, credenzas, etc.

Expendable supplies refer to items with an acquisition cost of less than $300. Types of items that are considered expendable supplies include: forms, pens, pencils, wastebaskets, staplers, stamps, pocket calculators, tires, batteries, spare parts, paint, bulbs, lamps, lumber, nails, tapes, diskettes, ribbons, cables, uniforms, shoes, boots, hats, badges, hammers, wrenches, saws, small tools, etc.

The County of Hidalgo Purchasing Department Fixed Asset Division does not monitor expendable supplies. Inventory of supplies remain the responsibility of the County departments using them.

FIXED ASSET CLASSIFICATION

There are five (5) major classifications of County Fixed Assets. The classifications are based on the *"Hidalgo County Expenditure Object Codes Guideline" 04-01-2009, and the "Hidalgo County Capital Asset Guide-01-02-2002" Editions.*

All fixed assets of the county will fall within one of the 5 classifications as follows:

For complete information on Capital Asset Classification, please refer to the "Capital Asset Guide" – Hidalgo County Auditor's Office, "Effective January 1, 2002."

1. Land and Land Improvements

2. Buildings & Buildings Improvements

3. Other Structures

4. Infrastructure

5. Machinery and Equipment

ORDERING FIXED ASSETS

The acquisition of fixed assets starts with the requisition process until the items are received by the user department.

The authorized administrative assistant for the department will submit a requisition form to the Purchasing Department to begin the purchasing process.

Fixed Assets must be purchased using the requisition and Purchase Order (PO) process.

The PO Administration captures the data submitted in the requisition. The information included in the description in the commodity section of the PO is the information seen as the description of the Fixed Asset Property Report. It is important to use a description that will easily identify the asset.

Specifications are to be written in accordance with state purchasing laws so that there is no unwarranted favoritism toward specific vendors.

It is critical that the description information entered for items being ordered during the requisition process is complete, detailed, and specific enough to be transferred to the County's Fixed Asset Inventory System.

Descriptions should be written with the following information sequence: If it is a vehicle, enter first the year, followed by brand name, model, and specify whether it is a car, van, pick-up, etc. All other equipment items must have the brand name first such as Dell, HP, etc., followed by model and finally indicating whether it is a computer, printer, table, chair, etc. Abbreviations should be commonly used and easily recognizable.

Assets held in trust. Capital assets held by the county on behalf of a non-county entity and under the temporary control of the county are called assets in trust. This includes assets owned by the federal government that have been loaned to the county or assets purchased with federal or state grant funds in which the asset remains the property of the granting agency.

Example of Assets Held in Trust: Items purchased by the Community Supervision and Corrections Department (CSCD) are included in the Criminal Justice Assistance Division inventory and therefore are included in the inventory for Hidalgo County and need to be tagged. These items are tracked in Hidalgo County's Alio Inventory System as assets held in trust and Purchasing should be notified when these assets are retired. CSCD numbering system starts with the prefix AA and do not have bar code reading capabilities.

CAPITALIZATION OF FIXED ASSETS

The Purchasing Department Fixed Asset Division has the responsibility of ensuring that all acquisition of property purchased or acquired through non conventional means, is properly capitalized including and not limited to purchased items, Court Awarded Property, Donations, and other additional costs.

Capitalize refers to report capital outlays as capital assets in the balance sheet.

Purchased items such as machinery and equipment with a unit cost of $1,000 and above are capitalized and included in the Hidalgo County's Inventory System. This capitalization threshold was approved by Hidalgo County Commissioners' Court on May 11, 2004.

Court Awarded Property is included in the County's Inventory System if the items are to be used for law enforcement purposes. HIDTA, DA's, Sheriff's Department, and the County Constable Departments are required to submit to the Fixed Asset Division (within 10 working days after receipt), a certified copy of the final judgment along with a copy of the property insurance notification for items to be included in the inventory.

Capital Asset Donations will be reported at their estimated fair market value at the time of acquisition by Hidalgo County. The user department has the responsibility to complete and submit to the Hidalgo County Purchasing Department, Fixed Asset Division the **Inventory Notification Form FA.007** ***(Ref: Page 38),*** and obtain County Commissioners' Court approval to formally accept the items in accordance **with** LGC **§ 81.032.**

Proration of additional costs such as transportation, assembling, installation, and other miscellaneous costs are part of the acquisition also known as ancillary costs. A proration table **Form FA.008** may be used to allocate these additional costs on a percent basis to the items being acquired. ***(Ref: Page No. 39)***

Capitalization of add-on costs refers to upgrades to existing equipment that is adding a function or part that did not exist before. Examples of add-ons are a new module, or electronic card to perform enhanced functions such as graphics and sound. In this case, the asset number, and the serial number must be provided to the Purchase Order administrators to be noted in the P.O. as an upgrade to an existing item. Add-ons are added to the historical cost of the asset.

RECEIVING & TAGGING FIXED ASSETS

A county asset number (tag) is issued by the Fixed Asset Division at the time a Purchase Order is authorized and it is delivered to the department that requested the equipment along with a confirmation form.

Once an ordered item is received at the Department location, it should be identified by serial number and description and cross referenced with the asset number information.

Tagging should be done by a designated employee at the department receiving and using the equipment, with assistance from the Purchasing Department Fixed Asset Division.

When practical, tag numbers are to be placed adjacent to the equipment manufacturer's I.D. plate.

Otherwise, tags should be placed on a visible and accessible location such as the upper left or right hand corner of the item.

If there is not sufficient space or the surface is not smooth or appropriate, the tag number may be placed away from heavy exposure, wear areas, or at a place which does not detract from the equipment's appearance and may be easily located during inventory.

In some cases, engraving or marking the item with a marking tool may be applicable.

Items which are considered non-taggable are: Software, dome cameras, network cards, computer parts, weapons, vehicles or equipment used in undercover operations. The tags for this particular kind of equipment must be kept in a folder for review during audits or physical inventories. Documentation such as invoices and pictures should also be included indicating where the items are currently located.

After the tagging process is completed, the designated employee should sign and return the confirmation **form FA.003** ***(Ref: Page 28).***

FIXED ASSET PHYSICAL INVENTORIES

By statute, the Purchasing Agent is required to present an inventory listing of all Hidalgo County fixed assets to the County Auditor by July 1 of each year in compliance with LGC 262.011. (i) To meet the statutory requirements, a physical inventory is conducted once each year of all capital and controllable assets.

Annual Inventory at Department Level
On an annual basis the Fixed Asset Division will send (by June 30th) a Fixed Asset Property Report for the previous year end to the department's administrator or representative for review and confirmation.

Each County Department will receive a computer printout of all equipment assigned to their department. Upon receipt of the report, the Department Head shall assign a member of their staff to take the inventory. After careful review if an item is missing, it is the responsibility of the department head to report the missing item and the circumstances involved. If no discrepancies are noted, the administrator shall return the **Physical Inventory Confirmation Form FA.005** to the attention of the fixed asset division attesting the accuracy of the report. ***(Ref: Page No. 30)***

Physical Inventory Conducted by Fixed Asset Division
Under the direction of the Purchasing Agent, the Fixed Asset Manager shall monitor, review and report inventories performed by the County departments. A physical count of Hidalgo County's inventory is done annually in coordination with the Department's representative. Complete physical inventories are certified and maintained by the Hidalgo County Purchasing Department-Fixed Asset Division. An inventory certification of properly accounted for items is provided to the Elected official or department head at the end of the inventory after fixed asset staff conducts a physical verification based on 100 % or random inspection of the inventory.

Fixed Asset Audit by County Auditor
Periodically the County Auditor will audit fixed asset records held in the Purchasing Department and audit actual equipment held by various departments in the county to determine the accuracy of inventory records.

Unscheduled Inventories
If there is a change in elected official or department head during a fiscal year, the Purchasing Agent will be notified of the change with sufficient time for an inventory to be performed of the fixed assets of the department. Upon completion of the final inventory, any discrepancies shall be reported to the Commissioners' Court for appropriate action.

INTERNAL CONTROL OF MACHINERY & EQUIPMENT

To maintain accountability at all times of the machinery and equipment assigned to County Departments, each department assigned representative should maintain a log book to record the location of the equipment within the Department.

An initial inventory should be conducted to determine the current location of each item listed in the annual inventory report received from the Fixed Asset Division.

During the inventory, it will be determined by the Department's assigned representative the room number, Department Division, Building Name, Floor, and employee name responsible of using and safeguarding the equipment.

Off site use of equipment: All fixed assets should remain at the physical location assigned to them within the department's premises (as shown on the Fixed Asset Property Report). Assets may only be removed from the department when authorized by the department head.

Since this is an internal control, each individual Department should develop their own log system that will include the condition, and the repairs history of the items.

COUNTY VEHICLES REGISTRATION

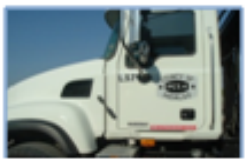
All County vehicles are subject to the process of registration, insurance, fuel card and emblems requirements during the acquisition, use, and disposition as follows:

Registration The four basic forms delivered with each vehicle at the time of acquisition and required as part of the registration process are:

- **130-U** "Application for Texas Certificate of Title" (*Ref: Page No. 34*)
- **VTR-62-A** "Application for Standard Texas Exempt License Plates" (*Ref: Page No. 36*)
- "**Odometer Disclosure Statement**", (*Ref: Page No. 38*) and
- The **Manufacturer's "Certificate of Origin for a Vehicle**." (*Ref: Page No. 39*)

Regular Exempt License Plates are issued to the user department, once the registration process is complete. A copy of the Registration Receipt should be forwarded to the Fixed Asset Division in order for License Plate information to be included in the County's Inventory System. (*Ref: Page No. 41*)

Texas Certificate of Title
After the registration has been completed, a new "Texas Certificate of Title" should be received by the user County department within 10 working days. This title should be delivered to the Fixed Asset Division, and copies should be kept in the user county department files. *(Ref: Page No. 40)*



Emblems Requirement
Vehicles applying for Texas Exempt License Plates "must have printed on each side of the vehicle the name of the agency in letters that are at least two inches high or in an emblem that is at least 100 square inches in size, and of a color sufficiently different from the body of the vehicle to be clearly legible from a distance of 100 feet." **(Refer to: Transportation Code § 502.2015).**

Insurance All County vehicles are required to have full coverage or minimum liability insurance at the moment of receiving the vehicle. A vehicle insurance notification must be submitted to the Safety Division Insurance Section within 24 hours of the vehicle being received by a County Department.

Fuel Cards A fuel credit card request, vehicle description, and license plate number must be submitted to Fuel Card Specialist for issuance of a Fuel Credit Card.

COUNTY VEHICLES REGISTRATION

Exempt License Plates Disposal When a vehicle displaying an exempt license plate is sold, junked, or salvaged, the license plates and receipt must now be surrendered to the Tex DOT local regional office for disposal and record update.

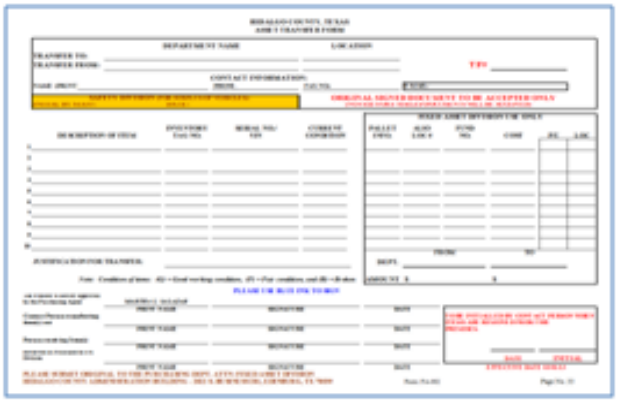
Machinery type vehicles Unconventional type machinery owned by exempt agencies must be registered with exempt plates if they are used upon highways and streets of Texas. (One plate issued). Unconventional machinery – such as back hoe's, welding units, graders, etc., will be registered and titled. **Use form 62-A.** *(Ref: Page No. 36)*

Farm type machinery such as Ford or John Deere tractors can be registered and titled by using Form 62-A and evidence of ownership.

When tractors are not used on roadways, then an (SMV) Slow Moving Vehicle Sign should be used.

TRANSFER OF ASSETS

The Purchasing Agent has control over the transfer of equipment from one department to another, with the approval of the Commissioners' Court. (See Section 262.011 (i) – Local Government Code of Texas).



A department does not have the authority to transfer equipment from one department to another, destroy, throw away, or discard equipment. A request to make a transfer or dispose of equipment shall be submitted to the Purchasing Department and with proper approval may then be transferred. After approval by the Purchasing Agent, the transfer of assets will take place, at which time both departments will sign the form. Otherwise, the department head is responsible for all equipment assigned to his/her department.

County assets are acquired to be used for county purposes only. When equipment is taken off county premises for reasons other than transfers or final disposition, then a formal request and formal approval from the department head or designee must be obtained. This includes situations when assets are taken off-site for repairs. The temporary removal must be documented and a log should be maintained to indicate who accepted responsibility for the item being removed.

A fixed asset transfer occurs when a department agrees to give an asset to another department or a department transfers a fixed asset to a new location within the department.

A fixed asset transfer form has to be completed and the original delivered to the Fixed Asset Division for processing. The form must have all applicable signatures of the officials receiving and transferring out the assets, the date, description, serial number and permanent tag number of the items being transferred. ***(Ref: Form FA.002-Page No. 27)***

SURPLUS PROPERTY

The Fixed Asset Division in the county is under the general control of the Purchasing Agent who is assigned the authority by the Commissioners' Court to move surplus assets from one department to another and re-assign fixed assets as the need may arise.

The Purchasing Department Fixed Asset Division is responsible for warehousing all surplus, excess, or salvage items. Items no longer useful to the departments are stored by Purchasing at the warehouse for reuse by other departments or until sold. User departments can sometimes leverage scarce budget funds by requesting a transfer of surplus assets located in the warehouse rather than purchasing new assets. Items such as office furniture and equipment are available in the warehouse.

No property is to be accepted by Purchasing Office staff without proper completion of the transfer information and appropriate signatures of the Hidalgo County Asset Transfer **Form FA.002.** The form should be sent to the Purchasing Agent before the transfer is made.

Once the transfer form for surplus is completed, the next step is to transport the asset to the warehouse or designated location. Departments that can transport the asset directly need to contact the Fixed Asset Division to ensure that the surplus specialist is available to receive the asset at the warehouse. The user department shall not drop off assets without the surplus specialist being available to receive them.

Departments play a key role in ensuring that all fixed assets that are disposed of or sent to surplus are properly reflected in the County's annual financial statements.

The surplus form is used for fixed and non-fixed assets. If the item is a fixed asset, include the permanent tag number. The form is to be completed by the administrator (designated representative) and signed by the Department Head.

FIXED ASSET DISPOSITIONS

Disposition Methods Outline

Salvage and surplus property owned by the county may be disposed under the provisions of The Texas Local Government Code – (Chapter 263- Sections 263.151 through 263.158).

A fixed asset disposal occurs when a department has a fixed asset that is no longer considered to be in working condition, is obsolete, scrapped or dismantled. If a department no longer needs an asset and the asset is not being transferred to another department, the asset can be sent to surplus for disposition at public auction.

In addition to periodic dispositions during public auctions, capital assets may be written off in instances where they have been destroyed, stolen, lost, obsolete, or are damaged beyond repair. A list of such items must be presented to County Commissioners' Court for approval to be removed from the County's Inventory. Final disposition of no longer useful equipment and county owned real state property can be identified in one of 14 disposition methods as outlined below.

- **1.** Auctions
- **2.** Competitive bids
- **3.** Trade-ins
- **4.** Donations
- **5.** Returns
- **6.** Discarded/Waste Property
- **7.** Salvage
- **8.** Missing Assets
- **9.** Stolen Assets
- **10.** Scrap Metal
- **11.** Disposition by Destruction
- **12.** Disposition of Abandoned and Unclaimed Property
- **13.** Cannibalization
- **14.** Disposition of County Owned Real State Property

FIXED ASSETS DISPOSITION

Auctions, Competitive Bids

The Purchasing Agent will periodically request that the Commissioners' Court declare property "surplus" or "salvage" for disposition at public auction or by Competitive Bids.

1. Auctions

Once Commissioners' Court approval is received, the Purchasing Office shall coordinate the placement of the advertisement. LGC § 263.153 (a) specifies that: " The commissioners' court shall publish notice of a sale of surplus or salvage property in at least one newspaper of general circulation in the county; and (b) The notice must be published on or after the 30th day but before the 10th day before the date of the sale."

The Fixed Asset Division supervises the auction to ensure that it meets statutory requirements and may reject offers in accordance with LGC 263.154 which states: "The commissioners' court or its designated representative conducting the sale may reject any offer to purchase surplus or salvage property if the court or representative finds the rejection to be in the best interest of the county."

Once the auction is complete, the Purchasing Department-Fixed Asset Division keeps a record of each item or surplus or salvage or property sold and the sale price of each item as dictated by LGC 263.155. Auction proceeds are collected as required by LGC § 263.156 and deposited by the Treasurer in the County's General Fund or the appropriate Special Revenue Accounts established by the Purchasing Department and the County Auditor's Office Accounting Division for sales of equipment.

Surplus Procedures Prior to Auction

Before the sale of surplus equipment at public auction, all Hidalgo County identifying information shall be removed. It includes and is not limited to remove all county asset tag #'s, County Emblems, Light Bars, Radios, and exempt license plates. Any electronic or digital media shall be erased of any information and it must be rendered inoperable and useless prior to disposal.

2. Competitive Bids

The process for competitive bids is similar to that of auctions. The Purchasing Agent shall compile a list of items to be declared as "surplus" or "salvage" and request Commissioners' Court approval of the items for disposal. Once approval is received, the purchasing department places the advertisement. The Purchasing Agent supervises the competitive bidding process and again, may reject offers, if it is in the best interest of the County. Competitive bids are received as identified in the advertisement, opened, read and the best bid accepted.

FIXED ASSETS DISPOSITION

Trade-Ins, Donations, Returns

3. Trade-Ins

Commissioners' Court of a county may: "Offer the property as a trade-in for new property of the same general type if the Commissioners' Court considers that action to be in the best interest of the county. (See Texas LGC § 263.152 (a) (2))

If the trade-in option is used, then a request for trade-in must be presented to county commissioners' court for approval. Trade-In allowance documentation must be provided by the vendor and included as part of the agenda package. Trade-In allowance information must be included in the P.O. by the Purchase Order Administrators.

A trade-in can be defined as exchanging an existing asset as part of an agreement to acquire a new asset.

Trade-In value, if any should be included in an asset's cost. Example: Purchase cost + trade-in value of old asset = total cost of asset.

After obtaining a trade-in allowance from a vendor, the department submitting a requisition should ensure that the County asset #, description and trade-in allowance of the old item are entered as a caption and clearly printed in the Purchase Order under the description of the new item being acquired.

4. Donations

The Commissioners' Court: "May dispose of the property by donating it to a civic or charitable organization located in the county if the Commissioners' Court determines that trying to sell the property would result in no bids received or the bid price is less than the county's bidding related expenses; the donation serves a public purpose; or the organization provides the county with adequate consideration related to transportation or disposal expenses related to the property." (See Texas LGC Ch. 263.152 (a) (4)).

5. Returns

If it is determined that the equipment is defective and needs to be returned, a credit memorandum or refund check must be sent to the County Auditor's Office for acceptance and to deposit the refund in the original budget account. A copy of the documentation must be forwarded to the attention of the Fixed Asset Division so that the asset records in the County's Alio Inventory System can be updated to reflect the return of the asset. The asset number, serial number, and description of the item must be included otherwise the item will remain in the department's inventory.

FIXED ASSETS DISPOSITION

Discarded, Salvage, Missing Assets

6. Discarded/Waste Property

Discarded waste means property which is incapable of performing its intended function, and has no value for any other purpose. These materials are of no value to the county other than through recycling or disposal. **(See Texas LGC § 263.152 (a) (3))**

7. Salvage

"Salvage property – means personal property, other than items routinely discarded as waste that because of use, time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended" **(See Texas LGC § 263.151.1).**

8. Missing Assets

The user department shall contact the Fixed Asset Division when an item is identified as "missing" and the department cannot prove that theft occurred. Assets identified as "missing" shall not be immediately removed from the inventory listing, but shall be retained until a thorough search can be made to determine that the asset is not located elsewhere in the county. The user department is required to make a thorough and adequate search for the missing item and document steps taken to locate the asset.

After the initial physical inventory certification is provided to a County Department, Items not located during subsequent inventories will be subject to a timeframe before allowing any removal of assets from inventory.

To allow sufficient time to find unlocated equipment, "missing" assets will be retained on the inventory list for a minimum of three years. For each inventory period during the "three year" period, the department is required to again make a thorough and adequate search for the missing item.

After three successive inventories in which a missing item is not located, the responsible Elected/Appointed Official or Executive Manager shall provide a memo to the Purchasing Agent and the Commissioners' Court outlining the circumstances surrounding the missing item. The Elected/Appointed Official or Executive Manager shall also jointly present to the Commissioners' Court voting session in which the Purchasing Agent makes a request of the Commissioners' Court to remove the item from inventory.

FIXED ASSET DISPOSITION

Stolen Assets, Scrap Metal, Disposition by Destruction

9. Stolen Assets

The elected/appointed official or department head shall report stolen items from their department immediately to the Hidalgo County Sheriff's Office, the County's Safety Division, and shall complete an incident report. The user department shall send a copy of the incident report to the Fixed Asset Manager. A replacement should not be requested until after 90 days to allow for item recovery. An official or department head shall request an agenda item to report loss, request replacement if necessary, and seek approval to remove the item from office's fixed asset listing. Recovered items are similarly reported to Commissioners' Court. The user department shall notify the Fixed Asset Division if the item has/has not been recovered so that the inventory records may be adjusted. **Use Asset Disposition Form FA.006. (Ref: Page 31)**

10. Scrap Metal

Accumulation of metal objects that were part of old building structures, metal parts from a/c units, or parts of trashed items, may be disposed by using the services of the County's contracted scrap metal company. The request for disposition should be presented to County Commissioners' Court for approval. The request should include a list of any items that may have a County asset number, and/or serial number, and a complete description to ensure proper removal of such items from the County's Inventory System.

All scrap metal items that have been declared surplus for disposition, should be transferred to Facilities Management for proper disposal.

Facilities Management personnel will separate the units as:

1. Metal
2. Copper
3. Aluminum

Facilities Management may sell the scrap metal in the open market or to the county's contracted scrap metal company. All proceeds from the sale of scrap metal will be deposited in the county's General Fund.

11. Disposition by Destruction

Items that may constitute a liability to the county, such as weapons, bullet proof vests, law enforcement uniforms, emergency light bars, badges, computer hard drives, and items that are so worn, obsolete, broken, and no longer useful for their intended use, shall be presented to County Commissioners' Court to be destroyed. (Please indicate County asset number, description, serial number, and reason for destruction).

FIXED ASSET DISPOSITION

Abandoned and Unclaimed Property, Cannibalization, Real Estate Properties Disposition.

12. Abandoned and Unclaimed Property

Abandoned and Unclaimed property seized by a peace officer is temporarily held and disposed of at auction with the proceeds deposited in the County Treasury as outlined in **article 18.17 of the Code of Criminal Procedure**.

13. Cannibalization

In general, assets should not be cannibalized for parts unless it is in the best interest of Hidalgo County to do so because a need exists for the cannibalized parts or will exist within the near future. All parts which have a common use shall be considered recoverable and candidates for cannibalization. Examples of such items include: motors, chains, gears, and subassemblies commonly sold as reconditioned or rebuilt parts.

After all useful parts of the cannibalized asset have been used the asset must then be transferred to Surplus for disposal. The user department shall indicate in the "remarks" column of the Hidalgo County Asset Transfer Form whether or not an item has been cannibalized and the component(s) that have been removed. This assists the Fixed Asset Manager in appropriately noting the condition of an asset when it is sold at auction or in determining whether or not it can be removed from the department's inventory.

14. Real Estate Properties Disposition

Real property owned by the County shall be disposed of in accordance with the **Texas LGC Chapters 253.001, 253.008, 272.001, 263.001, 263.007, or 263.008** as applicable.

A request to place the property for sale should be presented to County Commissioners' Court for review and approval. After the review, County Commissioners' Court may make a final determination on the proposed sale.

Beginning in Fiscal Year (FY) 2014, all Real Estate Property approved by County Commissioners' Court may be forwarded to the Contracted Real Estate Broker for Final Disposition.

CONCLUSION

While no set of procedures or policies can address all circumstances, this manual has been prepared to serve as a guideline and reference for questions related to the management of County fixed assets.

It is not the purpose of this manual to cause hardship to any person, but to provide for a better understanding of the importance of fixed asset responsibilities and controls.

Any issue not specifically addressed by this manual should be directed to the Purchasing Agent prior to any action being taken by the department.

All furniture, equipment and machinery must be used for county business only.

The law is very specific concerning the use of the public property. The purpose of this manual is to make everyone aware of these laws and to help prevent misuse of county-owned property.

The protection of property is outlined in Section 31.11 (a) of the Penal Code of Texas

By establishing standards for property control, the job of controlling and managing county property will be made easier for all concerned.

BIBLIOGRAPHY

1. Travis County - Fixed Asset Policy and Procedure Manual-February, 2006.
2. Harrison County - Fixed Asset Policy and Procedure Manual – September-3, 2004.
3. Hidalgo County – Capital Asset Guide – January-01-2002
4. Texas Local Government Code (LGC)
5. Texas Department of Motor Vehicles-Web Site - www.txdmv.gov
6. GASB Statement # 34 – June 1999.
7. Hidalgo County Expenditure Object Codes and Description Guidelines – 04-01-2009.
8. Hidalgo County Purchasing Department-Policies and Procedures-(CC-06-26-12-Revision).
9. (GFOA) Governmental Finance Officers Association
10. The CPA Journal – www.nysscpa.org/cpajournal/2008/408/essentials/p40

LIST OF FIXED ASSET FORMS

Copies of these forms are available in electronic format, and can be delivered via e-mail or in a CD by calling the Purchasing Department Fixed Asset Division at (956) 318-2626.

FORM No	DESCRIPTION
FA.001	Declaration of Representative Form
FA.002	Transfer Form
FA.003	Tagging Confirmation Form
FA.004	FA Procedures Manual Acknowledgement Form
FA.005	Physical Inventory Confirmation
FA.006	Asset Disposition Form
FA.007	Inventory Notification Form
FA.008	Proration Form

DMV-VEHICLES REGISTRATION FORMS
(Available in electronic format at (www.TXDMV.gov)

130-U	"Application for Texas Certificate of Title"
VTR-62-A	"Application for Standard Texas Exempt Lic Plates"
BFA-65-3	"Odometer Disclosure Statement"

Documents received from dealership and Tex-DOT.

**********	"Manufacturer's Certificate of Origin for a Vehicle"
30-C	"Texas Certificate of Title"
VTR-500	Vehicle "Registration Receipt"

Hidalgo County, Texas
Purchasing Department/Fixed Asset Division

Declaration of Representative Form

DATE:

TO: **Hidalgo County Purchasing Department**
Attention: Fixed Asset Manager

FROM:

The employees designated below are hereby designated as my representative to handle and control fixed assets for my department. I understand that I am ultimately responsible for the care and accurate accounting for all fixed assets assigned to my department.

Name	Title	Address	Phone Number	Fax #	Co Cell No	e-mail address

Elected/Appointed Official or Department Head Signature

Date

Printed Elected/Appointed Official or Department Head Name

Department

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

DEPARTMENT NAME | LOCATION

TRANSFER TO: _____ _____

TRANSFER FROM:

TF# _____

CONTACT INFORMATION:

NAME (PRINT) _____ PHONE. _____ FAX NO.: _____ E-MAIL:

SAFETY DIVISION (FOR SURPLUS OF VEHICLES):
INITIAL BY STAFF: DATE:

ORIGINAL SIGNED DOCUMENT TO BE ACCEPTED ONLY
(NO FAXES OR E-MAILED DOCUMENTS WILL BE ACCEPTED)

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC

	FROM	TO
DEPT.		
AMOUNT	$	$

JUSTIFICATION FOR TRANSFER: _____

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

The transfer is hereby approved by the Purchasing Agent — *MARTHA L. SALAZAR* (PRINT NAME) — SIGNATURE — DATE

Contact Person transferring item(s) out — PRINT NAME — SIGNATURE — DATE

Person receiving Item(s) — PRINT NAME — SIGNATURE — DATE

Reviewed & Processed by FA Division — PRINT NAME — SIGNATURE — DATE

TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

DATE _____ INITIAL _____

EFFECTIVE DATE 03/01/13

PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

Form: FA-002

Page No 27

HIDALGO COUNTY, TEXAS
MACHINERY AND EQUIPMENT
TAGGING CONFIRMATION

Please return at your earliest convenience.

Department Name:

Tags Delivery - Attention:	
Date:	
Confirmation Returned to:	Fixed Asset Div.
Date:	

***Note: For items such as handguns, bullet-proof vests, and software, the tags should be kept on file until the equipment is disposed of.

							TAGGING CONFIRMATION	
Asset No	P.O. No.	P.O. Date	Requisition No.	Asset Description	Unit Cost	Serial Number	Tagging Completed By	Tagging Date

Acknowledgement Form

Date:

To: Hidalgo County Purchasing Department
Attention: Fixed Asset Manager

I certify that I have obtained, read and understood the contents of the Hidalgo County Fixed Asset Policy and Procedures Manual as revised August 2014.

_____ _____
Designated Representative Signature Date

_____ _____
Elected/Appointed Official Date
Or Department Head Signature

Physical Inventory Confirmation

Hidalgo County Purchasing Department
Physical Inventory Confirmation Form

Date: _____

To: Hidalgo County Purchasing Department
Attention: Fixed Asset Manager

From: _____

Attach: Completed Inventory List

I have reviewed the attached fixed assets inventory for my department and, except as noted on the inventory list and referenced below, hereby acknowledge all listed property to be accounted for and in proper working order.

_____ _____
Elected/Appointed Official or Department Head Signature Date

Comments:

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT
FIXED ASSET DIVISION

This form requires Co. Comm. Court approval

ASSET DISPOSITION FORM

DEPARTMENT DISPOSING ASSET(s)	DEPT. NO.	PURPOSE OF FORM	DISPOSITION TYPE:	
		This form is to be used when disposing of an asset by a method other than a transfer to Surplus or to another County Department.	☐ Trade-in ☐ Landfill	
DATE OF REQUEST:	LOCATION:	After approval by County Commissioner's Court, Please submit form to Fixed Asset Division.	☐ Destruction ☐ Scrap Other: _____ Metal	*Purchasing Dept office use only*

Item	Asset Number	Asset Description	Serial Number	Original Cost	Disposal Date	FUND
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

Explanation:

Elected Official/Department Head Signature:

_____ **Date:** _____

Please submit a copy of the Commisionar's Court Approved Minutes with form.

HIDALGO COUNTY INVENTORY NOTIFICATION FORM

I. ASSIGNMENT

County Department Name	Department No.	Physical Address	Phone/Extension

I am hereby requesting that the items listed below be included in the Hidalgo County Fixed Assets System. I understand that a County property number (asset number) will be issued based on this request. I furthermore, accept responsibility for the equipment, and in the event the property is stolen, lost or damaged I am responsible of notifying the Purchasing Department/Fixed Asset Division and the County Risk Management Department.

Signature Employee Using Equipment _____ Date _____

II. DESCRIPTION

ASSET TAG No.	ITEM DESCRIPTION	SERIAL /VIN No.	ACQUISITION METHOD			P.O. No. IF NEW	ESTIMATED COST/ FMV	REMARKS
			DONTN	CRT-AWD	MINOR EQ			

III. RELEASE OF RESPONSIBILITY

I certify that the equipment listed above, and assigned to _____ has been accounted for.

Signature - Employee _____ Date _____ Signature - Supervisor _____ Date _____

This notification can be used to request inclusion in the County's Inventory System of any items that are considered controllable assets that had an acquisiton cost of less than $1,000 or that were acquired as a donation, Court Awarded Forfeiture, or with an interlocal agreement.

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT/FIXED ASSET DIVISION
PRORATION SYSTEM
DPT NAME:
Loc:

Enter Values From Quote	
Total Quote =	-
Deliv & Inst Cost =	-

Prepared by:
Date: 8/4/2014
Ref - Quote No:
Vendor
Reviewed by:

Qty	Asset No	Capital Equipment Description	Obj Code	Unit Cost	Total Cost	Instal Cost %	Deliv&Inst Prorated	Acq Cost Sub-Total	Credit-Inv (-)	Acq Cost Total
*	Capital Equip >=1,000 [Obj Code 741-748]			$	$	100	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
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-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
*	Minor Eq: $300 to 999.99 [Obj Code 661-668]			***	***					
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
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-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
*	Supplies: <=$299.99 [Obj Codes 601-619]			***	***					
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
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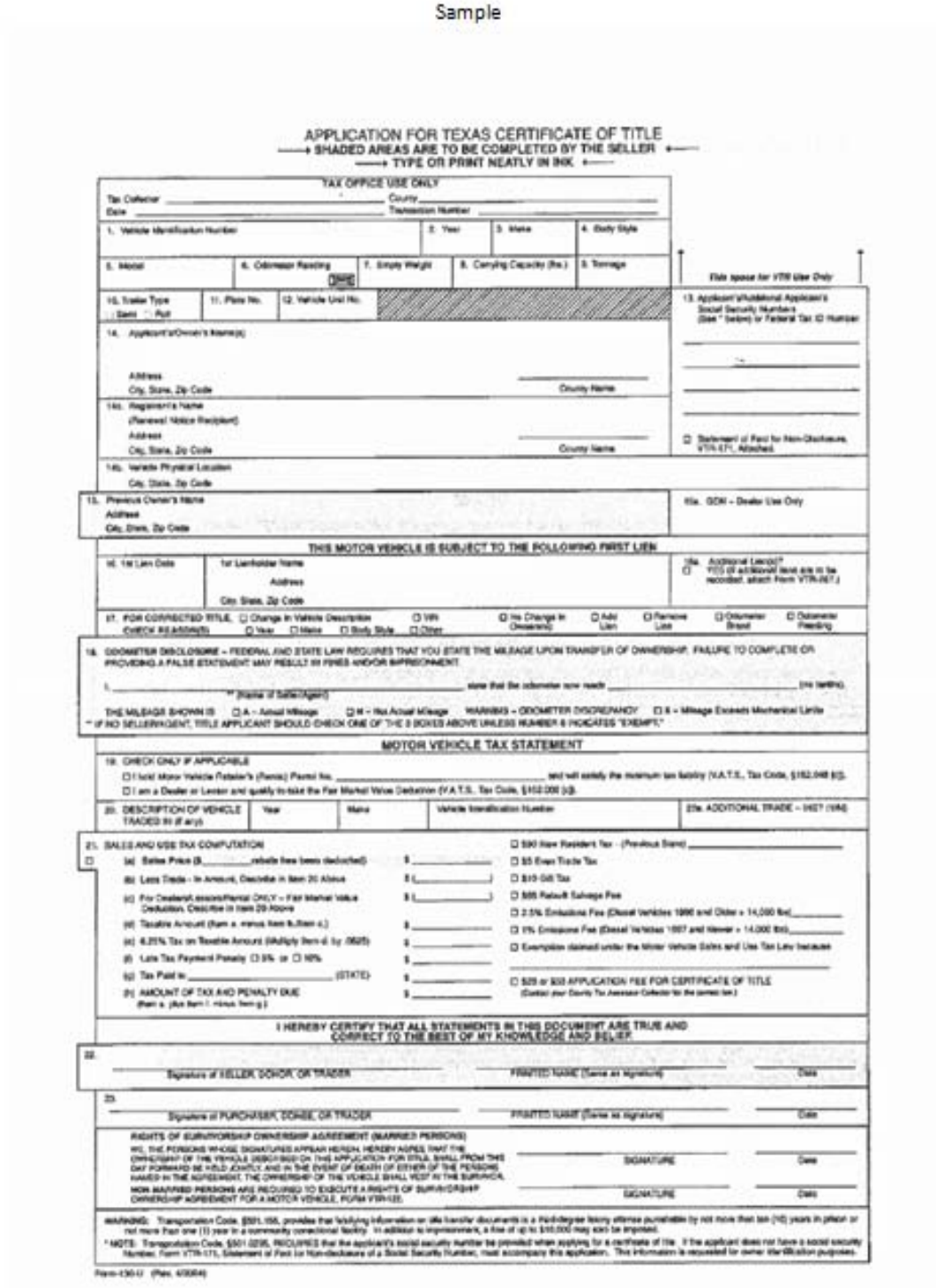
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-		Total			-	-	-	-	-	-

[OBJECT CODE SUMMARY]	Object Code	Unit Cost	Total Cost	Instal Cost %	Installation Costs	Sub-Total	Credit Invoice	Total
Capital Equipment	-	-	-	-	-	-	-	-
Minor/Misc Eq.	-	-	-	-	-	-	-	-
Supplies	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-

Sample



APPLICATION FOR TEXAS CERTIFICATE OF TITLE

→ SHADED AREAS ARE TO BE COMPLETED BY THE SELLER ←

→ TYPE OR PRINT NEATLY IN INK ←

TAX OFFICE USE ONLY

Tax Collector _____ County _____

Date _____ Transaction Number _____

1. Vehicle Identification Number | 2. Year | 3. Make | 4. Body Style

5. Model | 6. Odometer Reading (MILES / KMS) | 7. Empty Weight | 8. Carrying Capacity (lbs.) | 9. Tonnage

File space for VTR Use Only

10. Trailer Type: ☐ Semi ☐ Pull | 11. Plate No. | 12. Vehicle Unit No.

13. Applicant's/Additional Applicant's Social Security Numbers (See * below) or Federal Tax ID Number

14. Applicant's/Owner's Name(s)

Address

City, State, Zip Code | County Name

14a. Registrant's Name

(Renewal Notice Recipient)

Address

City, State, Zip Code | County Name

☐ Statement of Fact for Non-Disclosure, VTR-577, Attached

14b. Vehicle Physical Location

City, State, Zip Code

15. Previous Owner's Name

Address

City, State, Zip Code

15a. GDN – Dealer Use Only

THIS MOTOR VEHICLE IS SUBJECT TO THE FOLLOWING FIRST LIEN

16. 1st Lien Date | 1st Lienholder Name

Address

City, State, Zip Code

16a. Additional Lien(s)? ☐ YES (If additional liens are to be recorded, attach Form VTR-267.)

17. FOR CORRECTED TITLE, CHECK AS APPLICABLE: ☐ Change in Vehicle Description ☐ Year ☐ Make ☐ VIN ☐ Body Style ☐ Other ☐ No Change in Ownership ☐ Add Lien ☐ Remove Lien ☐ Odometer Brand ☐ Odometer Reading

18. ODOMETER DISCLOSURE – FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE UPON TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

I, _____ (Name of Seller/Agent) state that the odometer now reads _____ (no tenths).

THE MILEAGE SHOWN IS: ☐ A – Actual Mileage ☐ N – Not Actual Mileage WARNING – ODOMETER DISCREPANCY ☐ X – Mileage Exceeds Mechanical Limits

** IF NO SELLER/AGENT, TITLE APPLICANT SHOULD CHECK ONE OF THE 3 BOXES ABOVE UNLESS NUMBER 6 INDICATES "EXEMPT."

MOTOR VEHICLE TAX STATEMENT

19. CHECK ONLY IF APPLICABLE

☐ I hold Motor Vehicle Retailer's (Permit) Permit No. _____ and will solely the motorist tax liability (V.A.T.S., Tax Code, §152.048 (c)).

☐ I am a Dealer or Lessor and qualify to take the Fair Market Value Deduction (V.A.T.S., Tax Code, §152.088 (g)).

20. DESCRIPTION OF VEHICLE TRADED IN (if any) | Year | Make | Vehicle Identification Number

20a. ADDITIONAL TRADE – IN(S) (VIN)

21. SALES AND USE TAX COMPUTATION

☐ (a) Sales Price ($_____ rebate has been deducted) $ _____

(b) Less Trade – In Amount, Describe in Item 20 Above $ (_____)

(c) For Dealership/Lessor/Rental ONLY – Fair Market Value Deduction, Describe in Item 20 Above $ (_____)

(d) Taxable Amount (Item a. minus Item b./Item c.) $ _____

(e) 6.25% Tax on Taxable Amount (Multiply Item d. by .0625) $ _____

(f) Late Tax Payment Penalty ☐ 5% or ☐ 10% $ _____

(g) Tax Paid to _____ (STATE) $ _____

(h) AMOUNT OF TAX AND PENALTY DUE (Item e. plus Item f. minus Item g.) $ _____

☐ $30 New Resident Tax – (Previous State) _____

☐ $5 Even Trade Tax

☐ $15 Gift Tax

☐ $85 Rebuilt Salvage Fee

☐ 2.5% Emissions Fee (Diesel Vehicles 1998 and Older + 14,000 lbs) _____

☐ 1% Emissions Fee (Diesel Vehicles 1997 and Newer + 14,000 lbs) _____

☐ Exemption claimed under the Motor Vehicle Sales and Use Tax Law because _____

☐ $28 or $33 APPLICATION FEE FOR CERTIFICATE OF TITLE (Contact your County Tax Assessor-Collector for the correct fee.)

I HEREBY CERTIFY THAT ALL STATEMENTS IN THIS DOCUMENT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

22. _____ Signature of SELLER, DONOR, OR TRADER | _____ PRINTED NAME (Same as signature) | _____ Date

23. _____ Signature of PURCHASER, DONEE, OR TRADER | _____ PRINTED NAME (Same as signature) | _____ Date

RIGHTS OF SURVIVORSHIP OWNERSHIP AGREEMENT (MARRIED PERSONS)

WE, THE PERSONS WHOSE SIGNATURES APPEAR HEREIN, HEREBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS APPLICATION FOR TITLE SHALL FROM THIS DAY FORWARD BE HELD JOINTLY AND IN THE EVENT OF DEATH OF EITHER OF THE PERSONS NAMED IN THE AGREEMENT, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR.

NON-MARRIED PERSONS ARE REQUIRED TO EXECUTE A RIGHTS OF SURVIVORSHIP OWNERSHIP AGREEMENT FOR A MOTOR VEHICLE, FORM VTR-122.

_____ SIGNATURE | _____ Date

_____ SIGNATURE | _____ Date

WARNING: Transportation Code, §501.155, provides that falsifying information on title transfer documents is a third-degree felony otherwise punishable by not more than ten (10) years in prison or not more than one (1) year in a community correctional facility. In addition to imprisonment, a fine of up to $10,000 may also be imposed.

* NOTE: Transportation Code, §501.0295, REQUIRES that the applicant's social security number be provided when applying for a certificate of title. If the applicant does not have a social security number, Form VTR-575, Statement of Fact for Non-disclosure of a Social Security Number, must accompany this application. This information is requested for owner identification purposes.

Form-130-U (Rev. 4/2004)

GENERAL INSTRUCTIONS
APPLICATION FOR TEXAS CERTIFICATE OF TITLE

This form must be completed and submitted to your County Tax Assessor-Collector accompanied by any required application fee, supporting documents, registration fee if applicable, and any motor vehicle tax due. An application form may be reproduced or faxed; however, a completed form must contain original signatures to be accepted.

AVAILABLE HELP

- For assistance in completing this form contact your County Tax Assessor-Collector.
- For information about motor vehicle sales and use tax, or emission fees, contact the Texas Comptroller of Public Accounts, Tax Assistance Section, at 1-800-252-1382 toll free nationwide, or call 512/463-4600. (From a Telecommunication Device for the Deaf (TDD) ONLY CALL 1-800-248-4099, toll free nationwide or call 512/463-4621.)
- For title or registration information, contact your County Tax Assessor-Collector or the Texas Department of Transportation's Vehicle Titles and Registration Division at 512/465-7611. (From a Telecommunication Device for the Deaf (TDD) ONLY CALL 512/302-2110.)

NOTICE

With a few exceptions, you are entitled to be informed about the information TxDOT collects about you. Texas Government Code, §§552.021, 552.023, and 559.004 further entitle you to receive and review the information on request, and to request that the department correct any information about you that is deemed incorrect. Please contact the TxDOT Vehicle Titles and Registration Division, Customer Help Desk at 512/465-7611 for further details.

WARNING:

Any person who knowingly signs a false, joint statement is guilty of a felony of the third degree. (TEX. TAX CODE ANN., §152.101)

NOTICE

The sales and use tax must be paid to the County Tax Assessor-Collector within 20 county working days from the date of purchase or entry into Texas. The county will collect a $2.50 fee for transfer of current registration in addition to the title application fees. If not currently registered, registration fees will be due.

Diesel powered vehicles may be subject to the Texas Emissions Reduction Plan surcharge on the taxable amount.

If the tax or diesel emissions surcharge is paid from 1 to 30 calendar days late, a penalty of 5 percent of the tax will be charged; if more than 30 calendar days late, the penalty will be 10 percent of the tax. Minimum penalty is $1.00 (TEX. TAX CODE ANN., §152.066).

In addition to the late tax payment penalty, Transportation Code, §§520.031 and 520.032, provides for a delinquent transfer penalty of $10.00 for failure to apply for title within 20 county working days from date of title assignment. Submit this application, along with proper evidence of ownership, and a copy of valid proof of financial responsibility, such as a liability insurance card, policy, etc., as provided in Transportation Code, §502.153.

All new residents applying for Texas certificate of title and registration for a motor vehicle must file at the County Tax Assessor-Collector of the county in Texas where the applicant resides within 30 days of establishing residency. Texas law requires that all vehicles, previously registered and titled or registered in another state or country, be inspected for safety and the motor and serial number or vehicle identification number verified before such vehicles may be registered in Texas. These inspections must be made by State appointed Safety Inspection Stations who will then complete an out-of-state Vehicle Identification Certificate. This form must be submitted to the County Tax Assessor-Collector with your application for registration and certificate of title.

VTR-62-A
(Rev. 12/2006)
Def #1-62252

Application for Standard Texas Exempt License Plates

Use this form to apply for standard Texas exempt license plates if your agency is not a volunteer fire department or emergency ambulance service. These agencies should submit different forms to obtain exempt license plates:

- Volunteer fire departments should submit form VTR-62-F
- Emergency ambulance services should submit form VTR-62-EMS

Complete two pages of this form. For questions regarding this form, contact your local County Tax Assessor-Collector's office.

Online form available at: www.txdot.gov. Mail completed form with any required attachments to your local County Tax Assessor-Collector's office.

***Note:* A Federal tax exemption status or the assignment of a Comptroller I.D. number *does not* qualify you for exempt plates.**

(Print or type only)

Exempt vehicle(s) will be operated or leased by the following exempt organization:

Contact First Name _____ Initial _____ Last Name _____

Name of Organization _____ Phone _____

Address _____

City _____ State ___ Zip Code _____ County _____

Statute Number _____ (not required for federal government, state, cities, counties, or school districts)
(To be shown for political subdivisions created under Art. 16, §59 of the Texas Constitution.)

Please check the item that applies:

☐ **Changing** from regular issue exempt license plates to standard Texas exempt license plates.

☐ **Replacing** standard exempt license plates. Enter the license plate number being replaced in the table on the next page. Note: If the plates being replaced were lost, stolen or mutilated, submit this form directly to your local County Tax Assessor-Collector's office. When your new plates arrive, immediately surrender any remaining plates (with the exempt license receipt) to your local VTR Regional Office.

STANDARD TEXAS EXEMPT LICENSE PLATES

Exempt agencies are required to file their paperwork through the County Tax Assessor-Collector's office in the county where the exempt agency is located.

NOTICE With a few exceptions, you are entitled to be informed about the information TxDOT collects about you. Texas Government Code, §§552.021, 552.023, and 559.004 further entitle you to receive and review the information on request, and to request the department correct any information about you that is deemed incorrect. Please contact the TxDOT Vehicle Titles and Registration Division at 512/465-7611 for further details.

TxDOT Form VTR-62-A – Page 1 of 2

(Repeat identifying information from page 1)

Contact First Name _____ Initial _____ Last Name _____

City _____ State _____ Zip Code _____ County _____

	Year Model	Make of Vehicle (Mfg and Model)*	Body Style**	Vehicle Identification Number	Required for Trailer or Semitrailer***		Previous License Plate Number	For County Use Only Date Issued: _____
					Empty weight	Gross weight****		
0.	2001	Honda Accord	4-door sedan	VINxxxxxxx	N/A	N/A	None	**Example Entry**
0.	2000	Lufkin - S	Flatbed - ST	VINxxxxxxx	8,000	50,000	XXX-XXX	**Example Entry**
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								

Note: You may use this form for 10 vehicles or less.

* For trailers, indicate make as shopmade (S) or homemade (H).

** Provide body style for commercial vehicles (pickup, dump, garbage, box van, utility, flatbed, truck tractor) or trailers (utility, flatbed, stock, box, livestock, or stake). Indicate (T) for trailer or (ST) for semitrailer.

*** Trailers (T) and Semitrailers (ST) weighing in excess of 4,000 lbs. gross weight must be titled. (Please complete Form 130-U, Application for Texas Certificate of Title).

**** Gross weight is the *empty or shipping weight plus the heaviest load to be carried.*

I certify that I am authorized to sign this application and that the vehicle(s) described herein has the applying organization's identifying information displayed on both sides of the vehicle in compliance with the following specifications (see Transportation Code §502.2015):

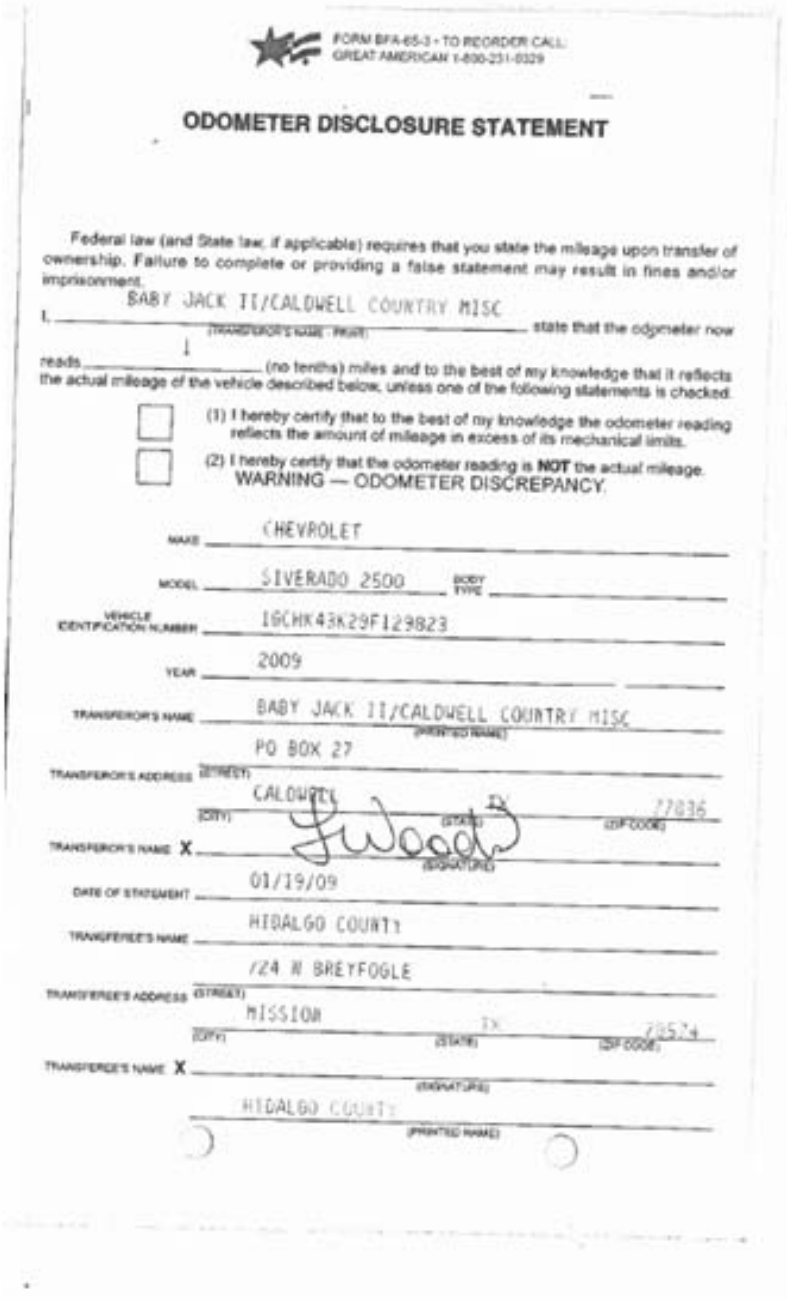
- Letters are displayed at least two inches high or an emblem is at least 100 square inches in size, and
- The color of the display contrasts sufficiently with the vehicle's body to be legible from at least 100 feet.

Printed Name of Authorized Agent _____

Signature of Authorized Agent _____ Date _____

TxDOT Form VTR-62-A – Page 2 of 2

Sample



FORM BFA-65-3 • TO REORDER CALL: GREAT AMERICAN 1-800-251-0329

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, BABY JACK II/CALDWELL COUNTRY MISC (TRANSFEROR'S NAME - PRINT) state that the odometer now reads _____ (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is **NOT** the actual mileage. WARNING — ODOMETER DISCREPANCY.

MAKE: CHEVROLET

MODEL: SIVERADO 2500 BODY TYPE: _____

VEHICLE IDENTIFICATION NUMBER: 1GCHK43K29F129823

YEAR: 2009

TRANSFEROR'S NAME: BABY JACK II/CALDWELL COUNTRY MISC (PRINTED NAME)

TRANSFEROR'S ADDRESS: PO BOX 27 (STREET)

CALDWELL (CITY) TX (STATE) 77836 (ZIP CODE)

TRANSFEROR'S NAME X: _____ (SIGNATURE)

DATE OF STATEMENT: 01/19/09

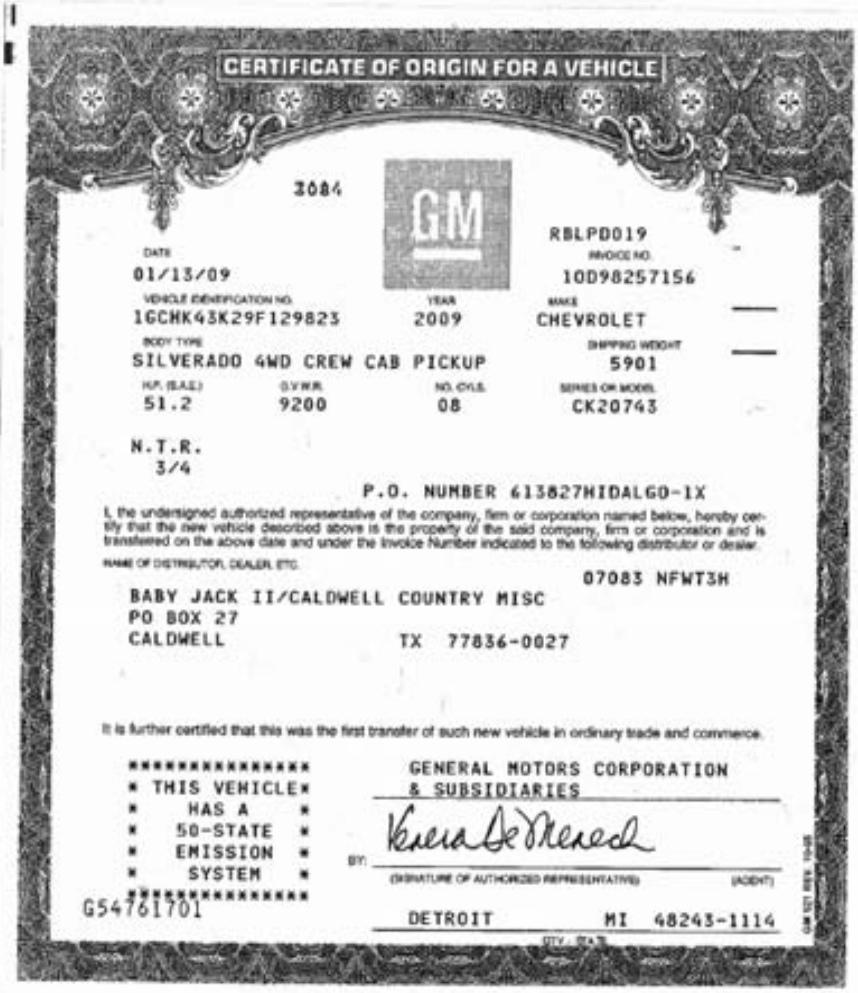
TRANSFEREE'S NAME: HIDALGO COUNTY

TRANSFEREE'S ADDRESS: 124 N BREYFOGLE (STREET)

MISSION (CITY) TX (STATE) 78574 (ZIP CODE)

TRANSFEREE'S NAME X: _____ (SIGNATURE)

HIDALGO COUNTY (PRINTED NAME)



CERTIFICATE OF ORIGIN FOR A VEHICLE

2084

GM

RBLPD019

DATE
01/13/09

INVOICE NO.
10D98257156

VEHICLE IDENTIFICATION NO.
1GCHK43K29F129823

YEAR
2009

MAKE
CHEVROLET

BODY TYPE
SILVERADO 4WD CREW CAB PICKUP

SHIPPING WEIGHT
5901

H.P. (S.A.E.)
51.2

G.V.W.R.
9200

NO. CYLS.
08

SERIES OR MODEL
CK20743

N.T.R.
3/4

P.O. NUMBER 613827HIDALGO-1X

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

07083 NFWT3H

BABY JACK II/CALDWELL COUNTRY MISC
PO BOX 27
CALDWELL TX 77836-0027

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

****
* THIS VEHICLE *
* HAS A *
* 50-STATE *
* EMISSION *
* SYSTEM *
****

G54761701

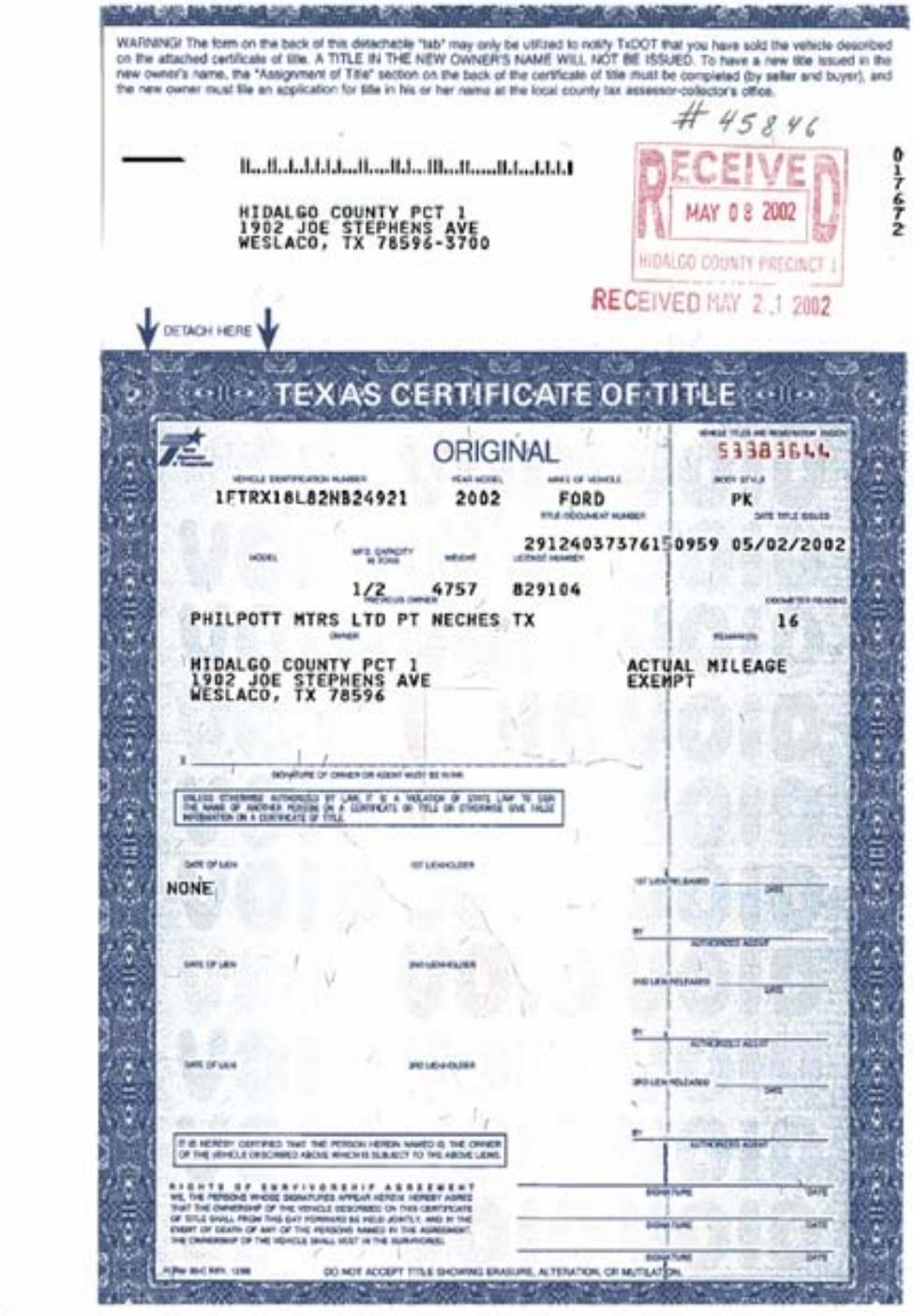
GENERAL MOTORS CORPORATION
& SUBSIDIARIES

BY: Krista DeMeneck
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (AGENT)

DETROIT MI 48243-1114

QTY. 0 1

Sample



WARNING! The form on the back of this detachable "tab" may only be utilized to notify TxDOT that you have sold the vehicle described on the attached certificate of title. A TITLE IN THE NEW OWNER'S NAME WILL NOT BE ISSUED. To have a new title issued in the new owner's name, the "Assignment of Title" section on the back of the certificate of title must be completed (by seller and buyer), and the new owner must file an application for title in his or her name at the local county tax assessor-collector's office.

45846

HIDALGO COUNTY PCT 1
1902 JOE STEPHENS AVE
WESLACO, TX 78596-3700

RECEIVED
MAY 08 2002
HIDALGO COUNTY PRECINCT 1

RECEIVED MAY 21 2002

017672

DETACH HERE

TEXAS CERTIFICATE OF TITLE

ORIGINAL

53383644

VEHICLE IDENTIFICATION NUMBER	YEAR MODEL	MAKE OF VEHICLE	BODY STYLE
1FTRX18L82NB24921	2002	FORD	PK

TITLE/DOCUMENT NUMBER: 29124037376150959 05/02/2002

MODEL	MFG. CAPACITY IN TONS	WEIGHT	LICENSE NUMBER
1/2	4757	829104	

PREVIOUS OWNER

PHILPOTT MTRS LTD PT NECHES TX

ODOMETER READING: 16

REMARKS

HIDALGO COUNTY PCT 1
1902 JOE STEPHENS AVE
WESLACO, TX 78596

ACTUAL MILEAGE
EXEMPT

X
SIGNATURE OF OWNER OR AGENT MUST BE IN INK

UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO USE THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFORMATION ON A CERTIFICATE OF TITLE.

DATE OF LIEN: NONE
1ST LIENHOLDER

1ST LIEN RELEASED — DATE
BY — AUTHORIZED AGENT

DATE OF LIEN
2ND LIENHOLDER

2ND LIEN RELEASED — DATE
BY — AUTHORIZED AGENT

DATE OF LIEN
3RD LIENHOLDER

3RD LIEN RELEASED — DATE
BY — AUTHORIZED AGENT

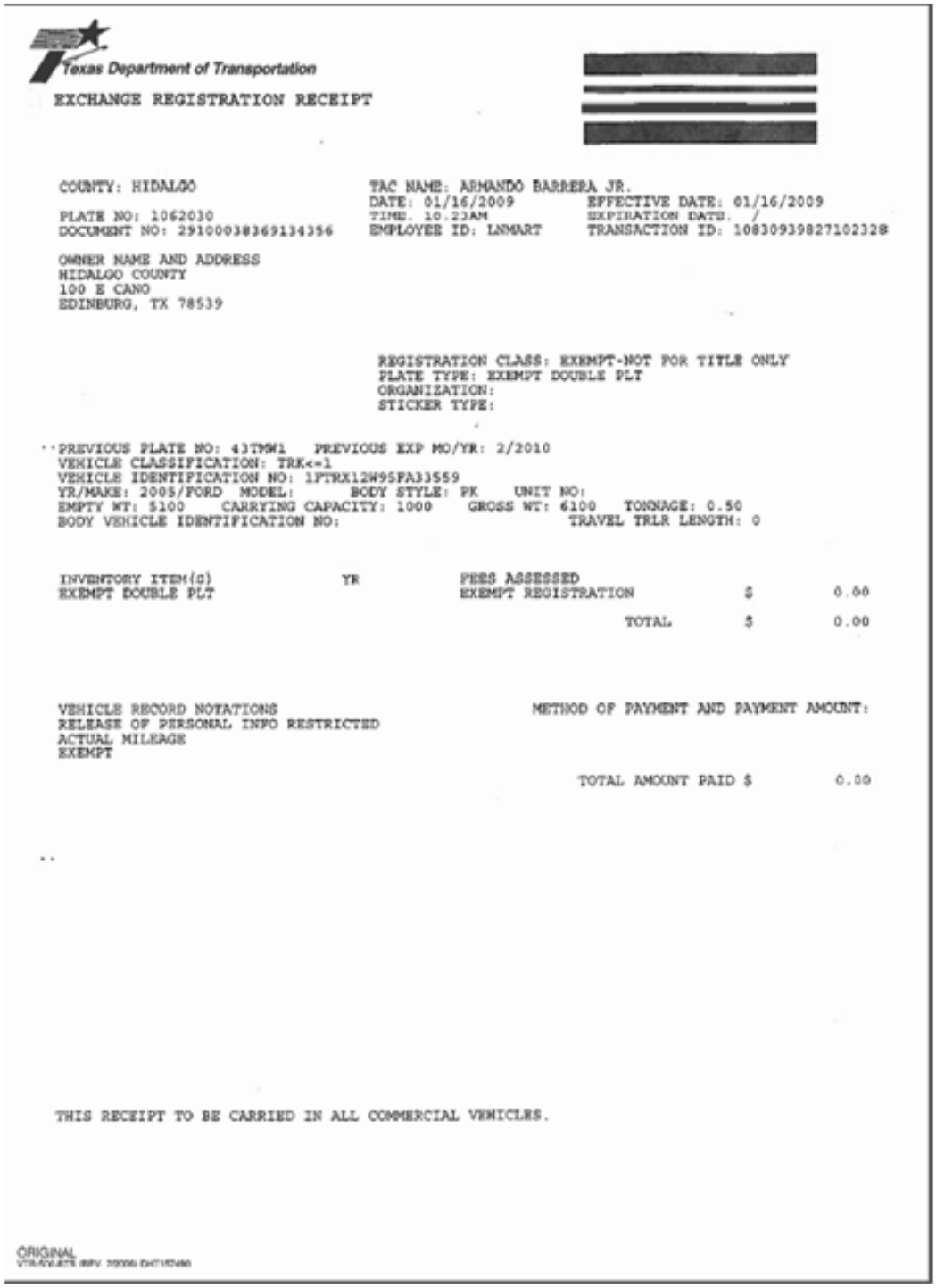
I (WE) HEREBY CERTIFY(IES) THAT THE PERSON HEREIN NAMED IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS.

RIGHTS OF SURVIVORSHIP AGREEMENT
WE, THE PERSONS WHOSE SIGNATURES APPEAR HEREIN HEREBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS CERTIFICATE OF TITLE SHALL FROM THIS DAY FORWARD BE HELD JOINTLY, AND IN THE EVENT OF DEATH OF ANY OF THE PERSONS NAMED IN THE AGREEMENT, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR(S).

SIGNATURE — DATE
SIGNATURE — DATE
SIGNATURE — DATE

FORM 38-C REV. 12/98

DO NOT ACCEPT TITLE SHOWING ERASURE, ALTERATION, OR MUTILATION.



Texas Department of Transportation

EXCHANGE REGISTRATION RECEIPT

[redacted]

COUNTY: HIDALGO
PLATE NO: 1062030
DOCUMENT NO: 29100038369134356

TAC NAME: ARMANDO BARRERA JR.
DATE: 01/16/2009
TIME: 10.23AM
EMPLOYEE ID: LNMART

EFFECTIVE DATE: 01/16/2009
EXPIRATION DATE: /
TRANSACTION ID: 10830939827102328

OWNER NAME AND ADDRESS
HIDALGO COUNTY
100 E CANO
EDINBURG, TX 78539

REGISTRATION CLASS: EXEMPT-NOT FOR TITLE ONLY
PLATE TYPE: EXEMPT DOUBLE PLT
ORGANIZATION:
STICKER TYPE:

PREVIOUS PLATE NO: 43TMW1 PREVIOUS EXP MO/YR: 2/2010
VEHICLE CLASSIFICATION: TRK<=1
VEHICLE IDENTIFICATION NO: 1FTRX12W95FA33559
YR/MAKE: 2005/FORD MODEL: BODY STYLE: PK UNIT NO:
EMPTY WT: 5100 CARRYING CAPACITY: 1000 GROSS WT: 6100 TONNAGE: 0.50
BODY VEHICLE IDENTIFICATION NO: TRAVEL TRLR LENGTH: 0

INVENTORY ITEM(S)	YR	FEES ASSESSED		
EXEMPT DOUBLE PLT		EXEMPT REGISTRATION	$	0.00
		TOTAL	$	0.00

VEHICLE RECORD NOTATIONS
RELEASE OF PERSONAL INFO RESTRICTED
ACTUAL MILEAGE
EXEMPT

METHOD OF PAYMENT AND PAYMENT AMOUNT:

TOTAL AMOUNT PAID $ 0.00

THIS RECEIPT TO BE CARRIED IN ALL COMMERCIAL VEHICLES.

ORIGINAL

Hidalgo County, Texas
Fixed Asset Policy and Procedures Manual

Contact Information

Hidalgo County, Texas
Purchasing Department
Fixed Asset Division

2812 S. Highway 281
Edinburg, TX 78539
Tel. (956) 318-2626
Fax: (956) 318-2629

Martha L. Salazar, CPPB	Hidalgo County Purchasing Agent	Martha.Salazar@co.hidalgo.tx.us	x 4862
Agueda "Aggie" Garcia...	Fixed Asset Manager.....	Agueda.Garcia@co.hidalgo.tx.us	x 4873
Juan M. Alvarado.....	Assistant Fixed Asset Manager...	Juan.Alvarado@co.hidalgo.tx.us	x 4870
Gabriel Navarro.....	Inventory Specialist V.....	Gabriel.Navarro@co.hidalgo.tx.us	x 4872
Omar Salinas.....	Inventory Specialist IV.....	Omar.Salinas@co.hidalgo.tx.us	x 4864
Dagoberto Rios.....	Inventory Specialist III.....	Dagobert.Rios@co.hidalgo.tx.us	x 4880
Edel Garza.....	Inventory Specialist III.....	Edel.Garza@co.hidalgo.tx.us	x 4883
Rogelio Garcia.....	Surplus Specialist II.....	Rogelio.Garcia@co.hidalgo.tx.us	x 4876
Daniel Alaniz.....	Inventory Specialist III.....	Daniel.Alaniz@co.hidalgo.tx.us	x 4871

AI-45988 **Purchasing Department 22. A. 8.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: Martha L. Salazar, HC-PA **Submitted By:** Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation with concurrence by Hidalgo County Purchasing Agent, Budget Officer and County Auditor for approval of "ORDERS" (attached herein) for all General and/or all other Applicable Funds Budgets for the following, including but not limited to, Elected Officials, Department Heads, Program and/or Agency Directors:

a. Cut-off date for the submission of Requisitions by Friday, October 3, 2014 for goods and/or services that require sufficient time to order and receive prior to 12-31-2014, i.e., MAJOR PURCHASES, vehicles, furniture, systems and/or equipment; and,

b. Cut-off date for submission of Requisitions by Friday, November 7, 2014 on goods and/or services that require sufficient time to order and receive prior to 12-31-2014, i.e., DAY TO DAY PURCHASES, items necessary for daily operations;

c. Approval to notify all elected offices and departments that open purchase orders at 12-31-14 for which there is not a proper invoice and physical receipt of goods and/or services will be charged to the 2015 budgets.

BACKGROUND

All applicable acquisitions would require Purchase Orders thus addressing the fiscal impact.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Fiscal impact will be the responsibility of each user to provide for each purchase.

Attachments

AI-45988-Back-up

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/15/2014 02:59 PM
Budget & Management	Monica Badillo	08/15/2014 03:20 PM
Purchasing Department	Marty Salazar	08/15/2014 03:29 PM
Budget & Management	Debbie Tamez	08/18/2014 01:47 PM
Auditor's Office	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Nielda Cavazos Started On: 08/13/2014 01:54 PM

Final Approval Date: 08/21/2014

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
COMMISSIONERS COURT "ORDER"
IMMEDIATE REVIEW & ACKNOWLEDGMENT OF RECEIPT REQUIRED

To: **All GENERAL &/or APPLICABLE FUNDS-Elected Offices/Dept. Heads/Program/Agency Dirs.**

From: **Martha L. Salazar**
H/C Purchasing Agent

Raymundo Eufracio, CPA
H/C Auditor

Sergio Cruz
H/C Budget Officer

DATE: **August 26, 2014**

RE: **"Order" for Requisition Submission Date Deadline -"MAJOR PURCHASES"**

Pursuant to action taken by Hidalgo County Commissioners Court on Tuesday, August 26, 2014 this will serve as your **NOTICE** of an approved **"Order"** setting a **deadline of Friday, October 3, 2014 at 5:00 p.m.** for the submission of the following:

a) the submission of all requisitions in order to obtain a properly executed Purchase Order(s) from the Purchasing Department for the acquisition from this 2014 fiscal year **FOR MAJOR PURCHASES (i.e., vehicles, furniture, equipment, etc.) THAT REQUIRE SUFFICIENT/AMPLE TIME FOR DELIVERY BEFORE 12-31-14**;

b) the proper funding of all line items prior to the submission of requisitions through the Budget Office will be required;

c) All goods and/or services must be received and rendered by December 31, 2014 to qualify for payment under your 2014 budgets;

d) All open Purchase Orders from the 2014 budgets for which goods were not received or services not rendered by December 31, 2014 **will lapse** and **those Purchase Orders will be charged from the 2015 budgets**;

THEREFORE, WE STRONGLY RECOMMEND, SUGGEST AND URGE YOU TO:

1. Immediately review your department needs to prioritize the goods and/or services you require;
2. Review your department budget in order to request the proper line-item funding or creation of the proper line-item through the Budget Office;
3. Begin the requisition process in order to obtain your properly executed Purchase Order(s);

Situations or circumstances that **you** feel require further consideration or review will be examined on a **CASE BY CASE BASIS** through a presentation **by your department** to Commissioners Court for direction and action. However, these also need **IMMEDIATE** notice to one of the three departments listed above in order to place on the Court's agenda prior to the deadline of October 03, 2014.

ACKNOWLEDGE RECEIPT OF NOTICE & ORDER OF DEADLINE OF 10-03-14 VIA FAX TO 956-318-2629.

_____ **Date:** _____
Signature-elected official/department head/or authorized designee

_____ _____
Printed Name/Title **Department**

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
COMMISSIONERS COURT "ORDER"
IMMEDIATE REVIEW & ACKNOWLEDGMENT OF RECEIPT REQUIRED

To: **All GENERAL &/or APPLICABLE FUNDS-Elected Offices/Dept. Heads/Program/Agency Dirs.**

From: **Martha L. Salazar**, **H/C Purchasing Agent**; **Raymundo Eufracio, CPA**, **H/C Auditor**; **Sergio Cruz**, **H/C Budget Officer**

DATE: **August 26, 2014**

RE: **"Order" for Requisition Submission Date Deadline -"DAY TO DAY PURCHASES"**

Pursuant to action taken by Hidalgo County Commissioners Court on Tuesday, August 26, 2014, this will serve as your **NOTICE** of an approved **"Order"** setting a **deadline of Friday, November 7, 2014 at 5:00 p.m.** for the submission of the following:

Goods and/or Services for the Day to Day Operations of your department/program/agency and NOT those Goods and/or Services (Major Purchases, i.e., vehicles, furniture, equipment, etc.) for which a DEADLINE of 10-03-14 was ORDERED by Commissioners Court in the MEMO you received from this department and dated 08-26-14.

a) the submission of all requisitions in order to obtain a properly executed Purchase Order(s) from the Purchasing Department for the acquisition of all goods or services for this (2014) fiscal/calendar year for those goods and/or services necessary to carry on and conduct the day to day operations of your department, program or agency;

b) **the proper funding of all line items through the Budget Office will be required prior to the submission of requisitions for day to day purchases with the deadline of 11-07-14;**

c) All goods and/or services must be received and rendered by December 31, 2014 to qualify for payment under your 2014 budgets;

d) **All open Purchase Orders from the 2012 budgets** for which goods were not received or services not rendered by December 31, 2012 **will lapse** and **those Purchase Orders will be charged from the 2015 budgets;**

THEREFORE, WE STRONGLY RECOMMEND, SUGGEST AND URGE YOU TO:

1. Immediately review your department needs to prioritize the goods and/or services you require;
2. Review your department budget in order to request the proper line-item funding or creation of the proper line-item or object code through the Budget Office;
3. Begin the requisition process in order to obtain your properly executed Purchase Order(s);

Situations or circumstances that **you** feel require further consideration or review will be examined on a **CASE BY CASE BASIS** through a presentation **by your department** to Commissioners Court for direction and action. However, these also need **IMMEDIATE** notice to one of the three departments listed above in order to place on the Court's agenda prior to the deadline of November 7, 2014.

ACKNOWLEDGE RECEIPT OF NOTICE & ORDER OF DEADLINE OF 11-07-14 VIA FAX TO 956-318-2629.

_____ **Date:** _____

Signature-elected official/department head/or authorized designee

_____ _____

Printed Name/Title **Department**

AI-46119 **Purchasing Department 22. B. 1.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: Comm. AC Cuellar, HC Pct. #1 **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of **Work Authorization No. 3** in connection to **Contract #C-13-243-08-27** with **Millennium Engineers Group, Inc.** in the amount of **$23,461.50** through assigned **requisition #262245** pursuant to **AI#46089** for **line item transfer** for the provision of **"Construction Materials Testing Services"** for the **"Sioux Road Paving and Drainage Improvements (Tower Road to Val Verde Road)** project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 1339-431-00-121-XXX-0-731

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

BUDGETARY IMPACT:

Funds available pending CC approval of AI-46089.

Attachments

AI#46089 LINE ITEM TRANSFER

WORK AUTHORIZATION NO. 3

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/21/2014 02:11 PM
Budget & Management	Debbie Tamez	08/21/2014 02:19 PM
Glinda Pacheco	Glinda Pacheco	08/21/2014 03:37 PM
Auditor's Office	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Vangie Garcia Started On: 08/21/2014 12:07 PM

Final Approval Date: 08/21/2014

AI-46089 **2014 Interdepartmental Transfers 3. 0.**

CC CONSENT

Meeting Date: 08/25/2014

Submitted By: Katia Garcia, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Pct.1 CO's 2009 (1339):
Approval of 2014 interdepartmental transfer within Certificate of Obligations Series 2009 from program (052) to program (XXX) in the amount of $23,461.50.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1339-431-00-121-XXX-0-XXX

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

BUDGETARY IMPACT:

Attachments

INTERDEPT TRF

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/21/2014 11:20 AM
Budget & Management	Debbie Tamez	08/21/2014 11:20 AM
Glinda Pacheco		
Auditor's Office		

Form Started By: Katia Garcia Started On: 08/20/2014 11:56 AM

DATE: August 20, 2014

DEPARTMENT HEAD: Commissioner A.C. Cuellar, Jr.

DEPARTMENT NAME: Hidalgo County Precinct No.1

ACCOUNT NUMBER: 4-1339-431-00-121-XXX-0-XXX

CONTACT PERSON: Katia Garcia **PHONE:** (956) 968-8733 Ext. 1022

2014
Interdepartmental Transfer

AI-46089

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
4-1339-431-00-121-052-0- 748	CO2009-PCT1 DRAIN IMPRV	OTHER EQUIPMENT	(23,461.50)
TO:			
4-1339-431-00-121-xxx-0- 731	CO2009-PCT1 SIOUX RD(TOWER-VALVERDE)	ROADS	23,461.50
	TOTAL BUDGET INCREASE (DECREASE)		-

REASON: Transfer is needed for anticipated expenditures for Sioux (Tower Rd. - Val Verde) Rd. Project.

SIGNATURE

COMMISSIONERS COURT

____/____/____
DATE

ATTEST, COUNTY CLERK

HIDALGO COUNTY

Professional Construction Material Testing Laboratory Services

Agreement # C-13-243-08-27

WORK AUTHORIZATION NO. 3

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional Laboratory's of Edinburg, Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide

Construction Materials Engineering and Testing Services for the Sioux Road Paving and Drainage Improvements (Tower Road to Val Verde Road) project.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $**23,461.50**
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. 3 shall be funded through funding source:
Account No. 4-1339-431-00-121-xxx-0-731
Requisition Number 262245 (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization.**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 1,** Commissioner, A.C. Cuellar, Jr., as to content and detail of this **Work Authorization No. 3**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2014.

THE LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.

_____
By: Raul Palma, President

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Services to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Laboratory
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Cost Proposal

EXHIBIT A
-Scope of Services to be provided by the County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be provided by the Laboratory

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for Hidalgo County Precinct No. 1 Projects, "ON A AS NEEDED BASIS" and projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.

(4) Review all material designs as requested by the OWNER and/or project design engineer.

(5) Furnish the OWNER all necessary reports for construction and maintenance projects.

(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

(1) Act for OWNER in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.

(2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society of Testing and Materials, where applicable, or other standards designated by County.

(3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devised of accuracy traceable to the National Institute of Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.

(4) Promptly submit formal construction materials testing reports for all tests, observations, and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which the tests were made.

(5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.

(6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from OWNER prior to undertaking.

EXHIBIT C

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

Construction Materials Testing Services
MEG Proposal No.: 01-14-177M
July 3, 2014

☒ASPHALT (PRIOR TO CONSTRUCTION PAVEMENT DEPTH CHECK)

Task	Qty.	Unit Rate	Estimated Cost
Asphalt testing & observation (hourly)	20	44.00	880.00
Coring Rig (each)	1	75.00	75.00
Asphalt Cores (each)	8	60.00	480.00
Vehicle trips (each)	2	37.00	74.00
Depth Test (each)	8	6.00	48.00
Sub-Total (Asphalt)			1,557.00

☒SOILS (ASSUMING ONE LANE AT A TIME CONSTRUCTION SEQUENCE)

Task	Qty.	Unit Rate	Estimated Cost
Field testing & observation (hourly)	75	41.00	3,075.00
Standard Proctor (each)	5	175.00	875.00
Atterberg Limits (each)	5	61.00	305.00
Nuclear Density tests (each)	72	22.00	1,584.00
Vehicle trips (each)	29	37.00	1,073.00
Sieve Analysis (each)	2	55.00	110.00
Wet Ball Mill (each)	2	185.00	370.00
Sub-Total (Soils)			7,392.00

☒ASPHALT (ASSUMING ONE LANE AT A TIME CONSTRUCTION SEQUENCE)

Task	Qty.	Unit Rate	Estimated Cost
Asphalt testing & observation (hourly)	72	44.00	3,168.00
Extraction & Gradation, percent asphalt (each)	8	225.00	1,800.00
Theoretical maximum specific gravity of mixtures (each)	8	60.00	480.00
Lab Density (each)	8	65.00	520.00
Nuclear Density Tests (each)	16	22.00	352.00
Coring Rig (each)	4	75.00	300.00
Asphalt Cores (each)	16	60.00	960.00
Asphalt Core Density (each)	16	40.00	640.00
Vehicle trips (each)	12	37.00	444.00
Other:			
Sub-Total (Asphalt)			8,664.00

☒PROJECT MANAGEMENT AND ADMINISTATION

Task	Qty.	Unit Rate	Estimated Cost
Test Report (each)	42	30.00	1,260.00
Project Engineer (hourly)	21	105.00	2,205.00
Project Management (hourly)	10.5	67.00	703.50
Clerical (hourly)	42	40.00	1,680.00
Sub-Total (Mgmt. & Admin.)			5,848.50

Total Estimated Cost **$23,461.50**

The following assumptions were used in preparing the proposal:

- MEG's proposal is dependent on the duration of construction days and additional compensation may be required if the construction sequence is slower or faster than typical construction.
- MEG's proposal is dependent on the construction sequence that is used by the General Contractor. Estimated quantities herein are based on the most efficient scheduling the General Contractor can use to combine our services when applicable. Standby time, weather, and cancellations have not been factored into the proposal.
- The Contractors on the site will work a single shift, on a 5 days per week schedule.
- Construction Material Testing Services will be scheduled with 24 hours notice.
- Services provided outside of regular business hours as outlined in the *Provisions* section of this proposal, or services provided on Saturday, Sunday, or Holidays will be invoiced at 1.3 times the applicable unit rate.

EXHIBIT D

"Proposal"

Construction Materials Testing Services
MEG Proposal No.: 01-14-177M
July 3, 2014

☒ASPHALT (PRIOR TO CONSTRUCTION PAVEMENT DEPTH CHECK)

Task	Qty.	Unit Rate	Estimated Cost
Asphalt testing & observation (hourly)	20	44.00	880.00
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Task	Qty.	Unit Rate	Estimated Cost
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- Construction Material Testing Services will be scheduled with 24 hours notice.
- Services provided outside of regular business hours as outlined in the *Provisions* section of this proposal, or services provided on Saturday, Sunday, or Holidays will be invoiced at 1.3 times the applicable unit rate.

AI-46131 **Purchasing Department 22. C. 1.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: Comm. J Palacios, HC Pct. #4 **Submitted By:** Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of a professional engineering services agreement with **L&G ENGINEERING LABORATORY, LLC** d/b/a **L&G ENGINEERS, INC.** for the purposes of **(ON CALL) - "GEO TECHNICAL and CONSTRUCTION MATERIAL TESTING SERVICES"** for projects located within **HIDALGO COUNTY PRECINCT NO. 4.**

BACKGROUND

Contract# C-14-330-08-25-L&G Engineering Laboratory - (ON CALL) - GEO TECH & CMT SVCS - Pct 4
Email by legal - approved contract document

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-124-007-0-731

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

BUDGETARY IMPACT:

Attachments

contract
legal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/21/2014 04:58 PM
Budget & Management	Debbie Tamez	08/21/2014 04:59 PM
Auditor's Office	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Letty Saenz Started On: 08/21/2014 03:24 PM

Final Approval Date: 08/21/2014

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-14-330-08-25

THIS AGREEMENT is made effective the **25TH** day of **AUGUST, 2014** by and between **HIDALGO COUNTY, TEXAS,** ("County") and **L&G ENGINEERING LABORATORY, LLC** of Mercedes, a Texas Corporation ("Laboratory").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing **"GEO TECHNICAL"** and **"CONSTRUCTION MATERIALS TESTING SERVICES" (on an as needed basis)** for projects within **HIDALGO COUNTY PRECINCT No. 4** (the "Services");

WHEREAS, the County has determined that the services of a professional laboratory company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from a professional laboratory to assist the County by providing the Services;

WHEREAS, County has selected the Laboratory to provide the Services within **Hidalgo County Precinct No. 4**, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

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

1. Scope of Services. The County will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by County." Laboratory

agrees to provide to County with the work described in Exhibit “B”, “Services to be Performed by the Laboratory”.

2. Term. This Agreement is for a period of **ONE (1) YEAR**, effective **AUGUST 25, 2014,** and will expire **AUGUST 24, 2015** or unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County with each “Work Authorization”.

3. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. 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 for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 23 herein.

4. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory 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 their work.

5. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit “E” within the agreement. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory 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 Laboratory, the County will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit “C,” "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

6. Reporting. The Laboratory 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 to be met sooner than anticipated or which are producing more work units than originally projected.

7. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory 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 Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

8. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Laboratory to that effect. 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 County to the Laboratory. The sixty-day notice may be waived as agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

9. Progress and Coordination. The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Laboratory's services and work.

At the request of the County or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory 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 Laboratory'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 Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time periods; this disclosure will be accompanied by a statement by the Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or

entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

10. Independent Contractor. Laboratory 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 Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory 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. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. Subcontracting and Assignment. The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

12. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

13. Insurance. Laboratory 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 County a certificate issued by the insurer that such insurance is in full force and effect.

14. Payment of Franchise Tax. The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

15. No Assignment. Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

16. 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 the legal requirements and only during the time such conflict exists.

17. Termination by County. If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory 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 Laboratory.

18. 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.

19. 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 Laboratory, and not otherwise.

20. 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.

21. Hold Harmless. In the event Laboratory 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, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory'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.

22. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, 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.

23. Notices. Expect 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 a 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 100 East Cano, 2nd Floor Edinburg, Texas 78539
If to Laboratory:	L & G Engineering Laboratory, LLC Attn: Mr. Jacinto Garza, P.E./President 2100 West Expressway 83 Weslaco, Texas 78570

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 addresses or, if mailed at such time as it is deposited in the United States mail.

24. Executions 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.

25. 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.

26. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

27. Authority. The execution and performance of this Agreement by County and Laboratory have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Laboratory in accordance with its terms.

28. Professional Seal. All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

29. 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).

30. Immunities. Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Hon. Ramon Garcia, County Judge

LABORATORY:
L & G ENGINEERING LABORATORY LLC

By: _____

Printed Name _____

Title: _____

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on: _____,2014.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Laboratory
EXHIBIT C	-Laboratory's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

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, rod, 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 Fee Mileage (Applicable for all Trips)	$ / Mile
13	Mobilization for Truck Mounted Rig, Drill Crew & Support	$ / Mile
14	Mobilization non standard equipment (4x4 All Terrain Rig)	Cost + %
15	Barge 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 for Highways	$	Hr
Tex-103-E	Determination of Moisture Content is Soil Material	$	Ea
Tex-104-E	Determination of Liquid Limit of Soils	$	Ea
Tex-105-E	Determination of Plastic Limit of Soils	$	Ea
Tex-106-E	Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E	$	Ea
Tex-107-E	Determination of Bar Linear Shrinkage of Soils	$	Ea
Tex-108-E	Determination of Specific Gravity of Soils	$	Ea
Tex-110-E	Part I Sieves thru 40	$	Ea
	Part II Sieves thru 200	$	Ea
	Additional Sieves	$	Ea
Tex-111-E	Minus 200 Sieve Analysis	$	Ea
Tex-113-E	Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand	$	Ea
Tex-116-E	Ball Mill Method for Determination of the Disintegration of Flexible Base Material	$	Ea
Tex-117-E	TRIAXIAL COMPRESSIVE TEST FOR Disturbed Soils and Base materials (Part I Standard Method)	$	Ea
	Disturbed Soils and Base Materials (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 METHOD	TEST DESCRIPTION	UNIT COST
Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	$ Ea
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 Concrete 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-413-A	Determination of Deleterious Materials in Mineral Aggregate	$ Ea
Tex-415-A	Slump 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:	

Project Name:: _____

Department::_____

Firm/Participant:Name:_____

Evaluator:_____ Date:_____

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 (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					UDUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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 <u>must be presented</u> 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 County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit “A” attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory’s request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit “A” attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT B

-Scope of Services to be provided by the Laboratory

EXHIBIT "B"

Scope of Services

PROJECT: On Call-**Professional Geotechnical & Construction Materials Testing Services ("for all projects in general") within Hidalgo County Pct. No. 4**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **Hidalgo County Precinct No. 4** with **Geotechnical Engineering and Construction Materials Testing Services.**

The Scope of Work is identified as follows:

- ***Construction Materials Testing Services***

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering will provide **Hidalgo County Precinct No. 4** with Construction Materials Testing Services upon request. The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.

- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.

- Field sampling and testing of fresh concrete and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.

- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.

- Field inspection, sampling and testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.

- Any additional laboratory testing as required/requested by **Hidalgo County Precinct No. 4.**

- Provide accurate and timely reports to **Hidalgo County Precinct No. 4** and all/other recipients as designated by the Precinct.

The Scope of Work is identified as follows:

- ***Geotechnical Engineering Services***

L&G Engineering will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Geotechnical Engineering Services

Geotechnical Drilling Services

L&G Engineering will provide drilling services for **Hidalgo County Pct. No. 4.**
Soil samples will be removed from the sample apparatus during drilling operations. One of our Geologists or Engineering Technicians will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of their natural moisture content and to reduce the possibility of damage during transportation to our soils laboratory for testing. The tests performed on these samples will include Moisture Content, Liquid Limit, Plastic Limit, Plasticity Index and Materials Finer that No. 200. Unconfined Compressive Strength and Dry Unit Weight tests will be performed as necessary to provide detailed description of undisturbed samples.

Drilling services will also include a 24-hour water level reading at each boring location. Piezometers, when required, will be installed to maintain the integrity of the borehole overnight or over a weekend. Following completion of drilling, sampling, and subsurface water monitoring operations, all boreholes will be backfilled with soil cuttings from the completed borings. If enough soil cuttings are unavailable, clean sand will be used to backfill the completed boreholes. If a piezometer is installed, the pipe will be removed following the water level readings and the borehole backfilled as described above.

Once all of the Engineering Properties of the soils have been determined, the final Log of Boring is created using the field and laboratory data. Included in the Log of Boring are THD Penetrometer Blow Counts, actual Moisture Contents, Plasticity Indices, and other laboratory test data obtained during the laboratory testing phase of the project. Proper description and location of strata, ground water elevations and test hole elevations will also be included in the Log of Boring.

Engineering Services

Engineering analyses will be conducted after reviewing the results of both the field and laboratory phases of the study. The findings and conclusions derived from the analyses will be presented in a written engineering report which will be prepared by the engineer. The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples and subsurface water conditions encountered. The report will provide engineering recommendations for:

- Pier capacity curves; and

- Soil parameters that may be used in designing the foundations for the planned structures.

The geotechnical report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil and foundation aspects of this project. This information may serve to guide foundation selection and design and assist in the preparation of specifications for the project.

This contract **does not** include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or to re-grade the site to gain access to the boring locations;

- Re-grading the site or portions of the site after drilling activities are completed;

- Site safety meetings that may be required; or

- Encountering hazardous or contaminated soils or substances during our field activities.

Hidalgo County Pct. No. 4 will be notified should these services become necessary for the completion of field exploration activities.

This proposal **does** include activities and corresponding costs that may be associated with locating buried utilities or pipelines as follows:

- Providing PVC pipe for water level readings; and

- Clearing the boring locations for underground utilities.

Hidalgo County Pct. No. 4 will be responsible for obtaining any necessary permits or authorization to egress areas where the borings are to be drilled.

Schedule

Based on the requested services, it is estimated that the drilling operations can take approximately two (2) to three (3) days to complete. We anticipate that drilling operations can usually begin within two (2) to three (3) days following notice to proceed, staking of the borings, clearing the boring locations of utilities and site and weather conditions permitting. The report and engineering analyses should generally be completed within two (2) weeks after completion of the drilling operations.

Engineering Services

L&G Engineering will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering is prepared to make a commitment to **Hidalgo County Precinct No. 4** materials testing needs. L&G Engineering makes every effort to respond to its Clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L&G Engineering prefers to schedule field and laboratory work with as much advance notice as possible. L&G Engineering understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L&G Engineering will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

EXHIBIT C

-Laboratory's Contract Rates

EXHIBIT "C"
L&G ENGINEERING
CONSTRUCTION MATERIALS TESTING
LABORATORY RATES FOR FY 2014-2015

Soils Testing

		FY 2014	FY 2015
Moisture Content Determination	ASTM D2216 - Tex-103-E	$10.40/Ea.	$10.55/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	$52.37/Ea.	$53.15/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	$52.58/Ea.	$53.37/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	$78.48/Ea.	$79.66/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	$65.49/Ea.	$66.47/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	$65.49/Ea.	$66.47/Ea.
Lime Series Testing	Tex-112-E	$529.04/Ea.	$536.97/Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	$209.45/Ea.	$212.59/Ea.
Standard Proctor	ASTM D 698	$202.78/Ea.	$205.82/Ea.
Modified Proctor	ASTM D 1557	$209.36/Ea.	$212.50/Ea.
Field Density Test (Nuclear)	ASTM D 2950 - Tex-115-E	$23.56/Ea.	$23.91/Ea.
Determination of Soil pH	Tex-128-E	$85.12/Ea.	$86.40/Ea.
Soil-Lime Testing	Tex-121-E	$157.08/Ea.	$159.44/Ea.
Resistivity of Soils	Tex-129-E	$95.22/Ea.	$96.65/Ea.
Sieve Analysis (Dry)(4 Sieves)	ASTM C 136 - Tex-200-F	$58.85/Ea.	$59.73/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	$71.20/Ea.	$72.27/Ea.
Sieve Analysis (Additional Sieves)	ASTM C 136 - Tex-200-F	$13.11/Ea.	$13.31/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	$229.11/Ea.	$232.55/Ea.

Coarse & Fine Aggregate Quality Testing

Decantation Test (Conc. Aggr.)	ASTM C117 - Tex-406-A	$45.81/Ea.	$46.50/Ea.
Specific Gravity/Absorp. (Conc. Aggr)	ASTM C127 - Tex-403-A	$71.91/Ea.	$72.99/Ea.
5 Cycle Magnesium Soundness	ASTM C88 - Tex-411-A	$556.21/Ea.	$564.55/Ea.
SSD Unit Weight of Aggregates	ASTM C29 - Tex-404-A	$65.49/Ea.	$66.47/Ea.
Percent Voids/Solids in Conc. Aggr.	Tex-405-A	$13.05/Ea.	$13.25/Ea.
***(In Conjunction w/ SSD Unit Wt of Aggregates)**			
Sand Equivalent	ASTM D 2419 - Tex-203-F	$71.91/Ea.	$72.99/Ea.
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	$78.49/Ea.	$79.67/Ea.
Organic Impurities in Fine Aggregate	ASTM C 87 - Tex -408-A	$45.81/Ea.	$46.50/Ea.
Fineness Modulus of Fine Aggregate	Tex-402-A	$15.71/Ea.	$15.95/Ea.
Acid Insoluble of Fine Aggregate	Tex-612-J	$85.12/Ea.	$86.40/Ea.

Concrete/Masonry Field & Laboratory Testing

Slump Test	ASTM C 143 - Tex-415-A	**$no charge**	**$no charge**
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	$23.51/Ea.	$23.86/Ea.
Air Content (Volumetric)	ASTM C 173	$26.17/Ea.	$26.56/Ea.
Casting of Concrete Cylinders	ASTM C 31	**$no charge**	
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	$15.68/Ea.	$15.92/Ea.
Cylindrical Specimen Prep./Hold/Cure	ASTM C 192	$11.83/Ea.	$12.00/Ea.
Casting of Grout Prisms	ASTM C 1019	**$no charge**	
Grout Prism Prep./Cure/Compressive Strength	ASTM C 39	$32.74/Ea.	$33.23/Ea.
Casting of Mortar Cubes	ASTM C 780	**$no charge**	
Mortar Cube Prep./Cure/Compressive Strength	ASTM C 109	$32.00/Ea.	$32.48/Ea.
Masonry Unit Prep. /Compressive Str. (Set of 3)	ASTM C 140	$228.98/Ea.	$232.41/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3)	ASTM C 140	$228.98/Ea.	$232.41/Ea.
***(In Conjunction w/ Field Inspection)**			

Pavement Thickness / Asphalt Quality		**FY 2014**	**FY 2015**
Coring – ACP Thickness	ASTM D 3549	$65.49/Ea.	$66.47/Ea.
Pavement Thickness Determination (Full Depth)	ASTM	$87.14/Ea.	$88.45/Ea.
Density of Asphaltic Cores (4 or 6 inch)	Tex-207-F	$71.96/Ea.	$73.04/Ea.
Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	$229.04Ea.	$232.48/Ea.
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F – Part IV	$39.27/Ea.	$39.86/Ea.
Eff. Of Water on Asphalt Mixtures (As Rec'd)	Tex-531-C	$85.12/Ea.	$86.40/Ea.

Pavement Investigation	**FY 2014**	**FY 2015**
Core Existing Asphalt for Thickness, Perform Caliche Base Thickness, Sieve Analysis and Plasticity Index, Stabilized Subgrade Thickness and Plasticity Index	$490.72/Ea.	$498.08/Ea.

L&G Engineering provides Technical and Engineering services at the rates listed below.

Personnel:	Engineer (Principal)	$157.08/Hr.	$159.44/Hr.
	Engineering Specialist	$117.75/Hr.	$119.52/Hr.
	Technician (Soils)	$ 47.14/Hr.	$47.85/Hr.
	Technician (Concrete)	$ 60.18/Hr.	$61.08/Hr.
	Technician (Asphalt)	$ 60.18/Hr.	$61.08/Hr.

Engineering Review, Evaluation, Management & Administration	**FY 2014**	**FY 2015**
Test Report	$ 23.24/Ea.	$23.59/Ea.

The specific hourly rate within each classification listed above depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

Expenses:	Mileage	.52/Mi.	.53/Mi.

All other project specific, third-party costs will be charged at cost plus 10 percent.
Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become pas due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1 ½ percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be added to the appropriate service rate charged. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

^^Fees adjusted approximately 1.5% annually.

EXHIBIT "C"
L&G ENGINEERING
GEOTECHNICAL ENGINEERING
LABORATORY RATES FOR FY 2014-2015

Geotechnical Field Services	**FY 2014**	**FY 2015**
Mobilization (Drill Rig and Crew)	$435.13/Day	$441.66/Day
Stand-By Time	$191.31/Hr.	$194.18/Hr.
Texas Cone Penetration Test (Tex-132)	$5.47/Ea.	$5.55/Ea.
Soil Boring / Solid Stem	$30.62/Lf	$31.08/Lf
Soil Boring / Hollow Stem	$30.62/Lf	$31.08/Lf
Soil Boring / Mud Rotary	$30.62/Lf	$31.08/LF
Mileage (Logger-Soil Tech)	.52/Mi.	.53/Mi.
Support Truck	$1.63/Mi.	$1.65/Mi.
Peizometer / Monitoring Well	By Quote	By Quote

Soil Classification Testing	**FY 2014**	**FY 2015**
Moisture Content Determination	$10.40/Ea.	$10.45/Ea.
Determination of Liquid Limit of Soils	$52.37/Ea.	$53.16/Ea.
Determination of Plastic Limit of Soils	$52.50/Ea.	$53.29/Ea.
Atterberg Limits of Soils	$78.48/Ea.	$79.66/Ea.
Bar Linear Shrinkage of Soils	$65.49/Ea.	$66.47/Ea.
Sieve Analysis		
Through #200 Sieve	$76.52/Ea.	$77.67/Ea.
Finer #200 Sieve	$65.49/Ea.	$66.47/Ea.
Unit Dry Weight	$28.42/Ea.	$28.85/Ea.
Specific Gravity	$76.94/Ea.	$78.09/Ea.
Hydrometer Analysis – w/Sieve Analysis	$94.35/Ea.	$95.76/Ea.

Strength / Volume Change Laboratory Testing	**FY 2014**	**FY 2015**
Unconfined Compression-Soil Shelby Tube Specimen	$49.21/Ea.	$49.95/Ea.
Unconfined Compression-Rock Core Specimen	$52.48/Ea.	$53.27/Ea.
Swell Test-Pressure Method	$273.30/Ea.	$277.40/Ea.
Swell Test-Free Swell	$153.05/Ea.	$155.35/Ea.
Consolidation Test	$513.80/Ea.	$521.51/Ea.
Hydraulic Conductivity	$382.61/Ea.	$388.35/Ea.

Personnel and Expenses	**FY 2014**	**FY 2015**
Engineer (Principal)	$157.08/Hr.	$159.44/Hr.
Engineer (Staff)	$157.08/Hr.	$159.44/Hr.
E.I.T(Engineer in Training)	$117.75/Hr.	$119.52/Hr.
Engineering Specialist	$117.75/Hr.	$119.52/Hr.
Technician (Soils)(Logger	$47.14/Hr.	$47.85Hr.
Technician (CADD)	$60.18/Hr.	$61.08/Hr.
Admin./Clerical/Report Reproduction	$46.44/Hr.	$47.14/Hr.

EXHIBIT D

-Work Authorization Form

HIDALGO COUNTY
Professional Geo Technical and/or
Construction Material Testing Laboratory Services
Agreement #C-14-330-08-25

WORK AUTHORIZATION NO. _

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional Laboratory's of_____ Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** 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 **Laboratory** is identified in **EXHIBIT "B" – Scope of Services to be provided by the Laboratory** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for 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 Laboratory 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**.

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.4, Commissioner, Joseph Palacios, as to content and detail of this Work Authorization No. ___.

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 4:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____(cc approval date)_____ as indicated below and effective as of _____ day of _____, 201__.

THE LABORATORY: **L & G ENGINEERING LABORATORY LLC**	**THE OWNER:** **HIDALGO COUNTY**
_____	_____
By:	By: Ramon Garcia, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

EXHIBIT E

-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ____
TO AGREEMENT FOR PROFESSIONAL "GEO TECHNICAL and CONSTRUCTION MATERIAL TESTING SERVICES"

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____**,** Professional Laboratory of, _____ ____, Texas, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the _____ day of _____ **20___** concerning Laboratorying for _____ ____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE LABORATORY:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT F

-Certificates of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/23/2014

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:	
The Risk Specialty Group LLC 4801 Woodway Drive Suite 300 East Houston TX 77056	PHONE (A/C, No, Ext): (713) 552-1900	FAX (A/C, No): (713) 513-5411
	E-MAIL ADDRESS: tlanders@riskspecialtygroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Valley Forge Insurance Company	
	INSURER B : Continental Casualty Insurance Co.	
	INSURER C : Gemini Insurance Co.	
	INSURER D : Texas Mutual Insurance Company	
	INSURER E :	
	INSURER F :	

INSURED

L&G Engineering Laboratory, LLC
2100 W. Expressway 83
Mercedes TX 78570

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			5095025836	07/19/2014	07/19/2015	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 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			5095026016	07/19/2014	07/19/2015	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		TSF0001273119	07/23/2014	07/23/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability "claims made"			HPM-DP-00195-00	07/19/2014	07/19/2015	Each Claim Limit Aggregate Limit	$2,000,000 $2,000,000

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

Certificate holder is automatically included as additional insured on the General Liability & Automobile policies and provided with blanket waiver of subrogation in their favor on General Liability, Automobile & Workers Compensation as required by written contract.

CERTIFICATE HOLDER

Hidalgo County
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 <CC>

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/22/2014

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 RUBY CASAS INSURANCE AGENCY 702 N Closner Blvd Edinburg, TX 78541	CONTACT NAME:		
	PHONE (A/C, No, Ext): (956) 383-8141	FAX (A/C, No): (956) 278-3246	
	E-MAIL ADDRESS: rubycasas@rubycasasinsurance.com		
	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A: TRUCK INSURANCE EXCHANGE		21709
INSURED L&G ENGINEERING LABORATORY, LLC 2100 W EXPRESSWAY 83 MERCEDES, TX 78570 956-565-9813	INSURER B: FARMERS INSURANCE EXCHANGE		21652
	INSURER C: MID CENTURY INSURANCE CO		21687
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO	Y	Y	605850914	07/19/2014	07/19/2015	BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] 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						[ ] PER STATUTE [ ] 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	$

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

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED ON THE AUTOMOBILE INSURANCE AND IS PROVIDED WITH WAIVER OF SUBROGATION ON THE AUTOMOBILE INSURANCE AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER	CANCELLATION
HIDALGO COUNTY 2802 S BUSINESS HWY 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 **leticia.saenz@co.hidalgo.tx.us**

RE: Review & Approve-Prof Svcs Agreement - C-14-330-08-25-L&G Engineering Laboratory, LLC for: On Call-Geo Tech & Const Material Testing Services for Pct 4

From : Steve Crain <scrain@atlashall.com> Fri, Aug 22, 2014 02:04 PM

Subject : RE: Review & Approve-Prof Svcs Agreement - C-14-330-08-25-L&G Engineering Laboratory, LLC for: On Call-Geo Tech & Const Material Testing Services for Pct 4

1 attachment

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The agreement is fine.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Friday, August 22, 2014 1:38 PM
To: Steve Crain; Marynel Trevino
Subject: Re: Review & Approve-Prof Svcs Agreement - C-14-330-08-25-L&G Engineering Laboratory, LLC for: On Call-Geo Tech & Const Material Testing Services for Pct 4
Importance: High

Mr. Crain-

Please review and approve as to form (attached hereto) Prof Services Agreement # **C-14-330-08-25-L&G Engineering Laboratory, LLC** for the purposes of **"on call" -Geo Technical** and **Construction Material Testing Services** for projects located within **Hidalgo County Precinct No. 4.**

****Note: will be placing on next weeks CC agenda for final approval.**

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
***P**(956) 318-2626 **F**(956) 318-2629*
Email: leticia.saenz@co.hidalgo.tx.us

...DON'T WORRY...BE HAPPY...

image001.gif
345 B

AI-45878 **Purchasing Department 22. C. 2.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: Comm. J Palacios, HC Pct. #4 **Submitted By:** Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance of sole bid received from **Guerra Brothers Master Partnership** for RFB No. 2014-029-08-06-YZV "Sale or **Exchange** of Real Property" - Precinct 4 with value of $20,000.00 (County's value of 10,500)

b. Acceptance and approval of Order Confirming Sale or **Exchange** document with **Guerra Brothers Master Partnership** for RFB 2014-029-08-06-YZV "Sale or Exchange of Real Property" - Precinct 4

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

The end result is the exchange of property with an FMV higher than the one HC is losing. Title report for HC property secured through PO.

Attachments

ACCEPTANCE SHEET-PARTICIPATION SHEET

FMVALUE

EXHIBIT "A"

Purchase Order for Title Search

Order Confirming Sale or Exchange

Legals Okay of Order

email

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/21/2014 02:03 PM
Budget & Management	Debbie Tamez	08/21/2014 02:19 PM
Auditor's Office	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Yolanda Velasquez Started On: 08/06/2014 01:40 PM

Final Approval Date: 08/21/2014

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENT NAME: Hidalgo County-Precinct No. 4

BID OPENING DATE: AUGUST 06, 2014	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: RFB -"Sale or Exchange of Real Property"

BID NO: 2014-029-08-06-YZV

BID# RFB#	NAME OF COMPANY	BID PRICE	
		SALE	EXCHANGE √
#1	**Guerra Brothers Master Partnership**	___a. Bidder offers and agrees to pay H.C. the sum of:$_____for Tract 1(cash or equivalent ; and, or √ b. Bidder offers to exchange with H.C. (For tract 1) a tract of land described and detailed in the attached far market value appraisal in the amount $20,000.00	
#2		___a. Bidder offers and agrees to pay H.C. the sum of:$_____for Tract 1(cash or equivalent ; and, or ___b. Bidder offers to exchange with H.C. (For tract 1) a tract of land described and detailed in the attached far market value appraisal in the amount $_____	
#3		___a. Bidder offers and agrees to pay H.C. the sum of:$_____for Tract 1(cash or equivalent ; and, or ___b. Bidder offers to exchange with H.C. (For tract 1) a tract of land described and detailed in the attached far market value appraisal in the amount $_____	
#4		___a. Bidder offers and agrees to pay H.C. the sum of:$_____for Tract 1(cash or equivalent ; and, or ___b. Bidder offers to exchange with H.C. (For tract 1) a tract of land described and detailed in the attached far market value appraisal in the amount $_____	

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

IBF-RFP-RFQ-RFI

BID OPENING DATE: **August 06, 2014** **BID OPENING TIME:** **9:30 A.M.**

DEPARTMENT/BID DESCRIPTION:"Sale or Exchange of a Tract of Land for Hidalgo County-PCT. 4

BID NO: 12014-029-08-06-YZV

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1.BIC REALTY Rachel Galaviz	TR/Email	Rachel@bicinvestments.com YZV	07/21/14	Tel: 956-383-6392
2.Guerra Brothers	IP	Signature YZV	07/11/14	
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)/EMAIL REQUEST (EMAIL
BIDDER LIST MAIL OUT (BLM)

A RESTRICTED APPRAISAL

AND

ANALYSIS OF VALUE OF

Approximately 1.0 Acre Parcel of Land

LOCATED:
FM 1017 West of US Highway 281
Linn, San Manuel, Hidalgo County, Texas

DATE OF APPRAISAL
March 31, 2014

DATE OF APPRAISAL REPORT
June 27, 2014

PREPARED FOR:
Guerra Brothers Partnership
P.O. Box 38
Linn, Texas 78563-0038

BY:

appraisal haus
Real Estate Valuation Services

George Jaime Salazar, II
State Certified General Appraiser
502 West Kuhn Street
Edinburg, Texas 78541

appraisal haus
Real Estate Valuation Services

502 West Kuhn Street
Edinburg, Texas 78541
Tel. (956) 386-1500 Cell (956) 867-6398
jaimesalazar@appraisalhaus.org

June 27, 2014

Guerra Brothers Partnership
P.O. Box 38
Linn, Texas 78563-0038

RE: A 1.0 acre tract lying in Tract 84, San Salvador Del Tule Grant, Hidalgo County, Texas

Dear Sirs,

In accordance with your request, we are pleased to present an appraisal report of the above referenced property.

We have personally inspected the property and have made a careful and detailed study of all factors pertinent to the opinion of value. The accompanying report contains the result of our investigation and analysis.

In our opinion, the "As Is" Market Value of the fee simple interest in the subject property described above as of March 31, 2014 is:

Twenty Thousand Dollars
$20,000

We trust this report satisfies the conditions of your request. Please call on us if any item is not clear or if further explanation of any point in this report would be helpful.

This restricted appraisal report complies with the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Standards Board of the Appraisal Foundation and comply with Standards of Professional Practice and Code of Ethics of the Appraisal Institute, as well as all reporting requirements of the client, Guerra Brothers Partnership. This appraisal report meets the requirements set forth under Standards Rule 2-2 (b) of the Uniform Standards of Professional Practice for a Restricted Appraisal Report.

This letter is intended to transmit the attached appraisal report which sets forth the identification of the property , the assumptions and limiting conditions, pertinent facts with reference to the area and the subject property, comparable data, the results of the investigations and analysis, and the reasoning to the conclusions of set forth.

Thank you for the confidence placed in us by virtue of this assignment and for the opportunity of providing our appraisal services to you.

Sincerely,

George Jaime Salazar II
Certified Appraiser

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EXECUTIVE SUMMARY

Type Property: Vacant Parcel of Land

Location: FM 1017 West of US Highway 281, Linn/San Manuel, Hidalgo County, Texas.

Legal Description: Being a 1.0 acre tract of land lying in and being part of Tract 84, San Salvador Del Tule Grant, Hidalgo County, Texas as per map recorded in Volume 10, Pages 58-60, Hidalgo County Map Records.

Interest Appraised: The interest of the appraised real property is that of a Fee Simple absolute interest. An absolute Fee Simple interest is without limitations to any particular class of heirs or restrictions, but subject to the limitations of police power, eminent domain, taxation and escheat. The Market Value fee estate of this report is additionally subject to:

1) Existing leases and rights of parties in possession.
2) Easements and reservations as may appear upon the recorded map and plat of the subdivision or otherwise of record.
3) Vertical interests to include prior reservations of oil, gas and/or other mineral interests.

Site: A 1.0 acre or 43,560 square feet. The property is rectangular in shape and has frontage along the north side of FM 1017. The property is accessible from FM 1017. Topography is generally level with drainage appearing adequate. The subject property is located in a rural area of Hidalgo County. Potable water, electricity and telephone service is available. Sanitary sewer is via septic system. All easements are considered typical and do not effect the property in a negative way.

Highest & Best Use: Being a 1.0 acre tract of land lying in and being part of Tract 84, San Salvador Del Tule Grant, Hidalgo County, Texas as per map recorded in Volume 10, Pages 58-60, Hidalgo County Map Records.

Environmental Hazards: None noted at the time of inspection.

Flood Zone: FEMA Flood Map Panel #480343-0125B "C" dated January 2, 1981

Zoning: The subject property is situated in a rural setting of northern Hidalgo County. The closest municipality which recognizes zoning is the City o f Edinburg. Since the subject is outside the Edinburg City limits no municipal zoning is in place.

Improvement Discussion: None

Extraordinary Assumption: None

Hypothetical Condition: None

Marketing Status: The appraiser estimates a marketing time to be 12 months, with an exposure time of 12 months. This is considered typical marketing and exposure time therefore no discounting is deemed necessary.

Three Approaches to Value:

Cost Approach..... Not Applicable
Sales Comparison Approach(land only)..... $20,000
Per Unit Value.....$20,000 per acre
Income Approach..... Not Applicable

Date of Inspection: March 31, 2014

Date of Appraisal Report: June 27, 2014

COMPETENCY PROVISION

The Competency Provision of the Uniform Standards of Professional Practice requires that the appraiser properly identify the appraisal problem to be addressed and have the knowledge and experience that will be required to complete the assignment competently. George Jaime Salazar II is State Certified General Real Estate Appraiser. He has been a professional in the real estate appraisal business since 2008. As such, he possesses the knowledge and experience to complete an appraisal of the type of property appraised in this report. Additionally, he has reviewed the subject area and has an understanding of the demographics, costs, sales, rentals, and data germane to the appraisal of real property in the Rio Grande Valley area. Reference may be made to the Qualifications of the Appraiser which is included in this report. References, in addition to those provided, are available upon request.

IDENTIFICATION OF THE PROPERTY

Location: FM 1017 West of US Highway 281, Linn/San Manuel, Hidalgo County, Texas.

Legal Description: Being a 1.0 acre tract of land lying in and being part of Tract 84, San Salvador Del Tule Grant, Hidalgo County, Texas as per map recorded in Volume 10, Pages 58-60, Hidalgo County Map Records.

History of the Property - The subject property is currently owned by Guerra Brothers Partnership and has been for an excess of three years.

Contract & Listing Information-The subject property has not been offered for sale as per the Greater McAllen Association of Realtors multiple listing service and current land owner.

Assessment & Tax Data- The subject site is identified by Account# D3200-00-084-0000-08 by the Hidalgo County Appraisal District. The Subject has an assessed market value of $9,020 for the 2014 year. Taxing entities and rates are as presented in the appraisal district worksheet.

EXHIBIT A

HIDALGO COUNTY

"Sale or Exchange of A Tract of Land"-Precinct #4

Bid No.: 2014-029-08-06-YZV

<u>Track I</u>: "A 0.935 acre tract of land lying in an being a part of Tract 84, San Salvador Del Tule Grant, Hidalgo County Texas as per map recorded in Volume 10, Pages 58-60, Hidalgo County Map Records, (H.C.M.R.), and also being part of a 10.0 acre tract of land described in a deed to Hidalgo County, Texas as recorded in Document No. 2443360, Hidalgo County Official Records (H.C.O.R.). Said 0.935 acre tract being more particularly described by metes and bounds.

Purchase Order
COUNTY OF HIDALGO

PO# 713096

DATE: 08/13/14

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 213055 REQ: 00261715

PHONE: (956)383-1657

Fax: (956)380-1497 EMAIL:

SOUTH TEXAS LAND INVESTIGATIONS
3111 WEST FREDDY GONZALEZ DRIVE
EDINBURG TX 78539

SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

CONTACT:

SITE: COMMISSIONER, PRECINCT 4

SPECIAL INSTRUCTIONS: PCT REQ#917

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		
		CONTRACT #E-14-039-01-28 (EFF. 2/24/2014-2/23/2015) TITLE SEARCH AND REPORT		
1.00	EACH	CC 1.- CC TITLE SEARCH and prepare a Title Report covering a 10.00 (435,600,910 sq.ft.)acre tract of land out of TRACT 84, SAN SALVADOR DEL TULE Grant, Hidalgo County, Texas	450.00	450.00
1.00	EACH	CC 2.- CC TITLE SEARCH and prepare a Title report covering a 2.00 (87,120.25 sq.ft)acre tract of land out of TRACT 84, SAN SALVADOR DEL TULE GRANT, Hidalgo County, Texas.	450.00	450.00
		CONTRACT #E-14-039-01-28 Eff. 2/24/2014 thru 2/23/2015		
		TOTAL:		900.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		********** For Hidalgo County use only		
		4-1100-452-00-124-009-0-339 900.00		

Authorized by: Martha L Salazar

08/14/14

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

ORDER CONFIRMING SALE OR EXCHANGE OF REAL PROPERTY

C-14-029-08-25

On this the 25th day of August, 2014, came on to be heard the sale or exchange of a tract of land, filed with the Commissioners Court of Hidalgo County, Texas, regarding the sale or exchange of that certain tract more particularly described on Exhibit A which is attached hereto and incorporated herein by reference for all purposes (hereinafter "the Property") by sealed bid; the said sale or exchange being duly advertised as to the time and place of sale for the length of time and in the manner provided by law, subject to the terms and conditions and requirements set forth as follows:

1. The Property shall be conveyed with special warranty of title;
2. The Property and all improvements located thereon shall be conveyed "AS IS";
3. The Property shall be conveyed subject to any and all existing easements, rights of way or encumbrances, recorded or unrecorded, which affect or may affect the Property, including any roadway or other easements, rights of way or encumbrances in favor of the County;
4. The Property shall be conveyed subject to any prior reservation of oil gas or other minerals, oil, gas and mineral leases of record, any encroachments or shortage in existing boundaries and any zoning restrictions or other restrictions promulgated by any city in which such tract of land is situated, if any;
5. All persons bidding on the Property shall inspect the premises prior to submitting a bid in order to determine whether or not the Property is suitable for the purpose desired by the bidder for that Property;

6a. The conveyance of the Property shall be for cash or exchange or other immediately available funds, with closing of the sale to occur within thirty (30) days following the acceptance of a bid for the purchase of the Property;

6b. The County of Hidalgo will follow the statutory requirements set forth under the Texas

Local Government Code, Chapter 272.001; and will obtain a Fair Market Value Appraisal.

7. Hidalgo County shall reserve all oil, gas and other minerals in, on and under the Property;
8. The successful bidder(s) shall be required to pay all County's costs associated with the sale or exchange of the Property, including but not limited to the cost of advertising the Property for sale, the cost of the appraisal of the Property, the cost of the Environmental Study, the cost of a title report, the cost of a survey (if requested by the purchaser) and the cost of an owner and/or mortgagee policy of title insurance (if requested by the purchaser);
9. The Hidalgo County Commissioner's Court may reject any or all bids submitted;
10. The conveyance of the Property shall be subject to any recorded or unrecorded leases which may be in effect at the time of sale, to conflicts or shortages in area or boundaries, and to rights of parties in possession;
11. The successful bidder may select a title company located in Hidalgo County.
12. No facsimile or telegraphic bids will be accepted.

WHEREAS, on the appointed date, after publication notice in the Monitor, a newspaper published in Hidalgo County, Texas, the Hidalgo County Purchasing Department received sealed bids for the Property and at said sale, the highest bid for the Property was received as follows:

Guerra Brothers Master Partnership , offered to pay the County the sum of or in lieu of cash that certain real property with a value of $ 20,000.00 as shown by an appraisal of the tract offered in exchange for the Property and agreed to fully and completely comply with all the terms, requirements and conditions set forth above;

IT IS, THEREFORE, ORDERED ADJUDGED AND DECREED by the Hidalgo County Commissioners Court that said sale or exchange of the tract of land be, and the same is hereby in all things, approved and confirmed, and it is further ordered that the County Judge of Hidalgo County, Texas be and is hereby authorized and directed to execute and deliver a proper deed of conveyance

of the Property to the highest bidder named above, such instrument of conveyance to be in accordance with and subject to the terms, requirements and conditions specified above, and to deliver such other documents as are reasonably required in connection with the sale of said Property.

WHEREUPON Commissioner_____ moved for the adoption of said Order and Order Confirming Sale, which motion was seconded by Commissioner _____ and unanimously adopted by all members present voting "AYE", a quorum being present.

DATED the _____ day of _____, 2014.

_____
Ramon Garcia, Hidalgo County Judge

Attested:

_____
Arturo Guajardo Jr. County Clerk

Approved as to form:
Atlas, Hall and Rodriguez, L.L.P.

By:_____

Zimbra **yolanda.velasquez@co.hidalgo.tx.us**

Fwd: Regular AI-45878 - Sale or Exchange of Real Property

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Thu, Aug 21, 2014 12:26 PM

Subject : Fwd: Regular AI-45878 - Sale or Exchange of Real Property

To : Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>

Please attach.

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Thursday, August 21, 2014 12:12:45 PM
Subject: RE: Regular AI-45878 - Sale or Exchange of Real Property

The Order is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, August 21, 2014 11:46 AM
To: Steve Crain
Cc: Yolanda Velasquez
Subject: Fwd: Regular AI-45878 - Sale or Exchange of Real Property

As per your request.
Marty

From: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Thursday, August 21, 2014 11:43:14 AM
Subject: Re: Regular AI-45878 - Sale or Exchange of Real Property

Mrs. Marty,

As requested, Copy of "Order Confirming Sale or Exchange" attached for

review as to form.

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Thursday, August 21, 2014 11:38:48 AM
Subject: Fwd: Regular AI-45878 - Sale or Exchange of Real Property

See below and provide.

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Thursday, August 21, 2014 11:38:41 AM
Subject: RE: Regular AI-45878 - Sale or Exchange of Real Property

Can you please send me the Order once more. Thanks.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, August 21, 2014 11:18 AM
To: Steve Crain
Cc: Yolanda Velasquez; Jesus Ozuna; Darlene H. Betancourt
Subject: Fwd: Regular AI-45878 - Sale or Exchange of Real Property

Mr. Crain:
Please advise as to your acceptance and approval of Order Confirming Sale document as to form.
Thanks,
Marty S.

From: "Linda Fong" <linda.fong@auditor.co.hidalgo.tx.us>
To: "yolanda velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Cc: "debbie tamez" <debbie.tamez@co.hidalgo.tx.us>, "Dina Trevino" <dina.trevino@co.hidalgo.tx.us>, "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>

Sent: Thursday, August 21, 2014 9:59:06 AM
Subject: FW: Regular AI-45878 - Sale or Exchange of Real Property

Please attach legal counsel's review and approval of the Order.

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Wednesday, August 20, 2014 4:01 PM
To: Martha Salazar
Cc: Linda Fong; debbie tamez; Dina Trevino
Subject: Re: Regular AI-45878 - Sale or Exchange of Real Property
Importance: High

Good afternoon,

As requested, "Order Confirming Sale or Exchange of Real Property Document" has been attached to AI.

Thank you.

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Linda Fong" <linda.fong@auditor.co.hidalgo.tx.us>, "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Cc: "debbie tamez" <debbie.tamez@co.hidalgo.tx.us>, "Dina Trevino" <dina.trevino@co.hidalgo.tx.us>
Sent: Wednesday, August 20, 2014 3:51:44 PM
Subject: Re: Regular AI-45878 - Sale or Exchange of Real Property

Ms. Yoli:
Please attach information and provide response to all parties.
THanks,
Marty

From: "Linda Fong" <linda.fong@auditor.co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>

Cc: "debbie tamez" <debbie.tamez@co.hidalgo.tx.us>, "Dina Trevino" <dina.trevino@co.hidalgo.tx.us>
Sent: Wednesday, August 20, 2014 3:49:53 PM
Subject: Regular AI-45878 - Sale or Exchange of Real Property

Please attach Order Confirming Sale or Exchange document.

Linda Fong
First Assistant Auditor
Hidalgo County Auditor's Office
Ph: (956) 318-2511 ext. 4668
Fax: (956) 318-2577

Zimbra **monica.badillo@co.hidalgo.tx.us**

Fwd: Request for Title Policy-Sale or Exchange of Property w/HC Pct. #4-San Manuel

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Fri, Aug 22, 2014 04:50 PM

Subject : Fwd: Request for Title Policy-Sale or Exchange of Property w/HC Pct. #4-San Manuel

To : Monica Badillo <monica.badillo@co.hidalgo.tx.us>, Steve Crain <scrain@atlashall.com>

Please attach to agenda item for Sale or Exchange.

From: "Felo Guerra" <felogb@outlook.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Friday, August 22, 2014 3:35:08 PM
Subject: Re: Request for Title Policy-Sale or Exchange of Property w/HC Pct. #4-San Manuel

Mrs Salazar,

Per Mr Jerry Canales advice, we did not seek a Title Policy. You are correct, there are no Liens on the Guerra tract.

However, if this is unusual & you suggest different, we can change our course of action. We do want to cooperate & enable the County to proceed with the Park & it's construction.

Thank you,

A R "Felo" Guerra

Sent from my iPhone

On Aug 22, 2014, at 3:29 PM, "Martha Salazar" <martha.salazar@co.hidalgo.tx.us> wrote:

> Please respond. Thanks for correcting the e-mail address.
> Marty
>
> ---
>
> **From:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
> **To:** felo@guerrabrothers.com, "Steve Crain" <scrain@atlashall.com>, "Jesus Ozuna" <jesus.ozuna@co.hidalgo.tx.us>
> **Cc:** "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
> **Sent:** Thursday, August 21, 2014 11:17:04 AM
> **Subject:** Request for Title Policy-Sale or Exchange of Property w/HC Pct. #4-San Manuel
>
> Good Morning, Mr. Guerra:

After speaking to Mr. Jesse Ozuna this morning, he informs be that Guerra Brothers Master Partnership, a Texas Corporation is not seeking a Title Policy from Hidalgo County for the exchange of property or project referenced herein. This is based on the information contained in the Title Reports which (as per Mr. Ozuna from Mr. Lopez-So.Tx. Investigations) show no liens and are reported "clear" for both properties.

If this is your understanding and wished, will you please respond to this e-mail in the affirmative. We wish to place the item on for this Monday's HCCC meeting for final action on the Order Confirming Sale.
Yours truly and Best Regards,
Marty Salazar

AI-46085 **Purchasing Department 22. C. 3.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: Comm. J Palacios, HC Pct. #4 **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting acceptance and approval of Application for Wastewater Service and Water Meter Installation Agreements with North Alamo Water Supply Corporation for Hidalgo County Precinct No. 4 -Sunflower Park with authority for County Judge to execute Service Agreements and applications.

BACKGROUND

No additional fees needed.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No impact

Attachments

Water Meter Application and Service Agreement with North Alamo Water -Pct 4 Sunflower Park

Legal review and approval

No additional fees per North Alamo Water Supply

Waste Water Application -Pct. 4 Sunflower Park -North Alamo Water Supply

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/20/2014 03:47 PM
Budget & Management	Debbie Tamez	08/20/2014 04:44 PM
Glinda Pacheco	Glinda Pacheco	08/21/2014 10:10 AM
Auditor's Office	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Moises Salazar Started On: 08/20/2014

Final Approval Date: 08/21/2014

Applications are taken from **Monday through Friday from 8:30 am to 4:00 pm**. Please have the application ready when you come into the office.

1. Property owner has to fill the application out.

2. **We will need a copy of the deed to show proof of ownership.**

3. Do not forget to read and sign the Service Agreement.

4. We will need for you to attain **1 permit** from the **Hidalgo County Planning Dept. (956) 318-2840**, located at 1304 S. 25th – Edinburg, if you live outside city limits and have septic tanks. If you live within the **city limits, the city you pertain to will provide you with the permits**. If you live in **Willacy County** we will need a building permit from the **Willacy County Courthouse** annex building in Raymondville. For more information please call the county inspector at (956) 689-3393. In **Cameron County,** you will need to attain **1 permit** from the **Cameron County Environmental Health Department, Jesse Silva (956-247-3606) or Richard Castillo (956-247-3604).**

5. Place a stake on your property where you want the water meter. The stake should be at least 3 feet high with your name painted on the stake. Wherever you place the stake, is where we will set the meter. If you ever have to move the meter, you will have to pay for relocating the meter.
   - **Keep in mind that we will need access to the meter at all times. Fences, dogs, and driveways must be considered before placing the stake on your property**. If you are planning to build a fence, you must build the fence allowing access to the meter. If you already have a fence, you must fix the fence in a way our repair and meter departments have access to the meter. Keeping meter box free of litter is your responsibility. **Do not tie your dog close to the meter.**

6. If you do not live in a subdivision, please use the map diagram on the application to indicate the nearest crossroads where you live.

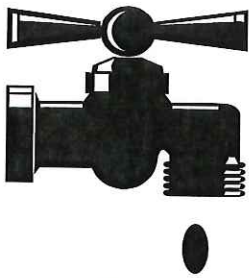
7. If you have water related medical emergency, please furnish a proof document signed by a physician stating the water-related emergency.

8. If the Developer of your subdivision has given you a pre-paid letter we will need it for our files. The letter will replace the amount of your membership and the customer only pays the inspection.

9. Please provide us with a copy of your **picture ID** or **Drivers License**.

10. Please sign and date at the bottom once you have read and understood the above mentioned.

Applicant's Signature _____ Date _____ New Accts. Rep. _____



North Alamo Water Supply Corporation
420 S. Doolittle Rd.
Edinburg, Tx 78542
383-1618

WO#_____

ROW_____PE_____
RES_____COM_____
DEED_____

PD_____ND_____

AMT $ 49 owe.

Date: 8-12-14

Property owner(s): Hidalgo County Spouse N/A

Home Phone # (956) 383-3112 Work Phone # (956) 383-3112

Driver's License #_____ Driver's License #_____

Marital Status: Single (_____) Married (_____) Widowed (_____)

Mailing Address: 1051 N. Doolittle Rd.

City: Edinburg State TX Zip Code 78542

Number in family San Carlos Community Resource Center

Will you have a sprinkler system? Yes

Will the water be for residential or commercial use? Commercial

If commercial, please state what type of business: Government

And, what will the water service be used for? Sprinkler / drip system / potable

Subdivision Name: Sunflower Park Subdivision Lot #_____ Blk #_____

Name of Road: Sunflower Road and SH 107

Description of lot (empty lot, house; color) Site Improvements under construction

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname.

_____Male _____Female

_____White, Not of Hispanic Origin

_____Black, Not of Hispanic Origin

_____American Indian or Alaskan Native

_____Hispanic

_____Other, Specify_____

_____Asian or Pacific Islander

Rec # 7425 Date Paid 8-1-14 Amt $ 61,812.59

This institution is an equal opportunity provider, and employer.

Have you previously received water service from North Alamo Water Supply Corporation (NAWSC), if so, under your name or another person's name? Yes
If yes, please list below all names and account numbers.
Name: Hidalgo County Pct. 4 Name: Hidalgo County Pct 4 Name: Hidalgo County Pct 4
Acct # 32-1803-000-00 Acct # 31-5045-100-00 Acct # 36-2354-000-00

Do you understand and agree that once the Board of Directors of NAWSC has accepted your application for membership and a water meter has been installed by NAWSC for your use, the monthly minimum and usage fee will commence and you as the member will be responsible for it's payment to NAWSC regardless of whether or not water is used or whether or not plumbing is connected to members side of the meter?
Yes ✓ No

Do you understand and agree that you as the NAWSC member are responsible for all charges to the membership account regardless of who used the water?
Yes ✓ No

Do you understand and agree the Board of Directors of NAWSC has the authority and responsibility of fixing the charges and fees to cover the costs and provide funds to meet legal obligations of NAWSC?
Yes ✓ No

Do you understand and agree the service agreement authorizes access of the NAWSC to the meter located on your property and assumes you will comply with the laws Texas and the Texas Department of Health regarding your use of the water service?
Yes ✓ No

Do you understand and agree that some time in the future, NAWSC may require a right-of-way easement over and across your property for the purpose of installing potable water facilities and your refusal to grant such easement of such form, as may be required by NAWSC, will result in discontinuance of your water service and cancellation of your NAWSC membership?
Yes ✓ No

Do you acknowledge that you must maintain in compliance with all applicable local governmental Ordinances or regulations, including but not limited to ordinances or regulations relating to the regulations of subdivisions, and that your failure to comply, may result in the termination of the water service to you?
Yes ✓ No

Do you understand that there are no exemptions for a service charge, due to a trip that a serviceman or service made?
Yes ✓ No

SIGN

Applicant's Signature

Date

North Alamo Water Supply Corporation
Service Agreement

AGREEMENT made on this _____day of _____, 20_____ between North Alamo Water Supply Corporation, a Corporation organized under the laws of the State of Texas (here in after call The Corporation) and _____.

The Corporation agrees to sell and deliver water to the Member and Member agrees to purchase and receive water from the Corporation, for general farm use and domestic purposes, in accordance with the bylaws and rules of the Corporation as amended from time to time by the Corporation's Board of Directors.

The member shall pay the Corporation for service hereunder at the rates and upon the terms and conditions set forth in the rate schedule adopted from time to time by Corporation's Board of Directors
The Board of Directors shall have the authority to cancel the membership of any member in the event of nonpayment of any water charges or assessments owing by said member within thirty (30) days after demand for payment by mail, properly addressed to such delinquent member.

All water shall be metered by Water Meters furnished and installed by the Corporation.

In the event the total water supply shall be insufficient to meet all the needs of the Members, or in the event there is a shortage of water, the Corporation may pro-rate the water available among the various Members on such basis as is deemed suitable by the Board Of Director, and may also prescribe a Schedule of hours covering the use of water for any purposes by particular Members and require adherence thereto or prohibit the use of water for any purposes; provided that, if at any time the total water supply by insufficient to meet all the needs of all the members the Corporation must first satisfy all the needs of all Members for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all Members for both domestic and livestock before supplying any water for garden purposes.

The member shall allow his property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the Corporation or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or other potential contamination hazards exist; or after any major changes to the water distribution. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an air-gap or an appropriate backflow prevention device. No cross-connection between the public drinking water supply and a private water system is permitted. No connection which allows water to be returned to the public drinking water supply is permitted. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of plumbing at any connection which provides water for human use. No solder or flux which contains more than 0.2% lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

The Member shall install and maintain at his own expense a service line from the meter to the point of use.

The Member shall hold the Corporation harmless from any and all claims or demands for damages to real-estate or personal property occurring from the point of Member ties on to the Corporation meter to the final destination of the line installed by Member. The Member agrees to grant to the Corporation an easement of right-of-way for the purpose of installing, maintaining, and operating such pipelines, meter valves and any other such equipment which may be deemed necessary for the Corporation on such form as is required by the Corporation. Failure to provide such requested easements may result in the termination of water service.

The Corporation shall have the right to locate a water service meter and pipe, necessary to connect the meter on the property of the Member at a point to be chosen by the Corporation and shall have access to its property on the Member's premises at all time for any purpose connected with or in the furtherance of its business operations, and on discontinuance of service shall have the right to remove any of its property from the Members premises.

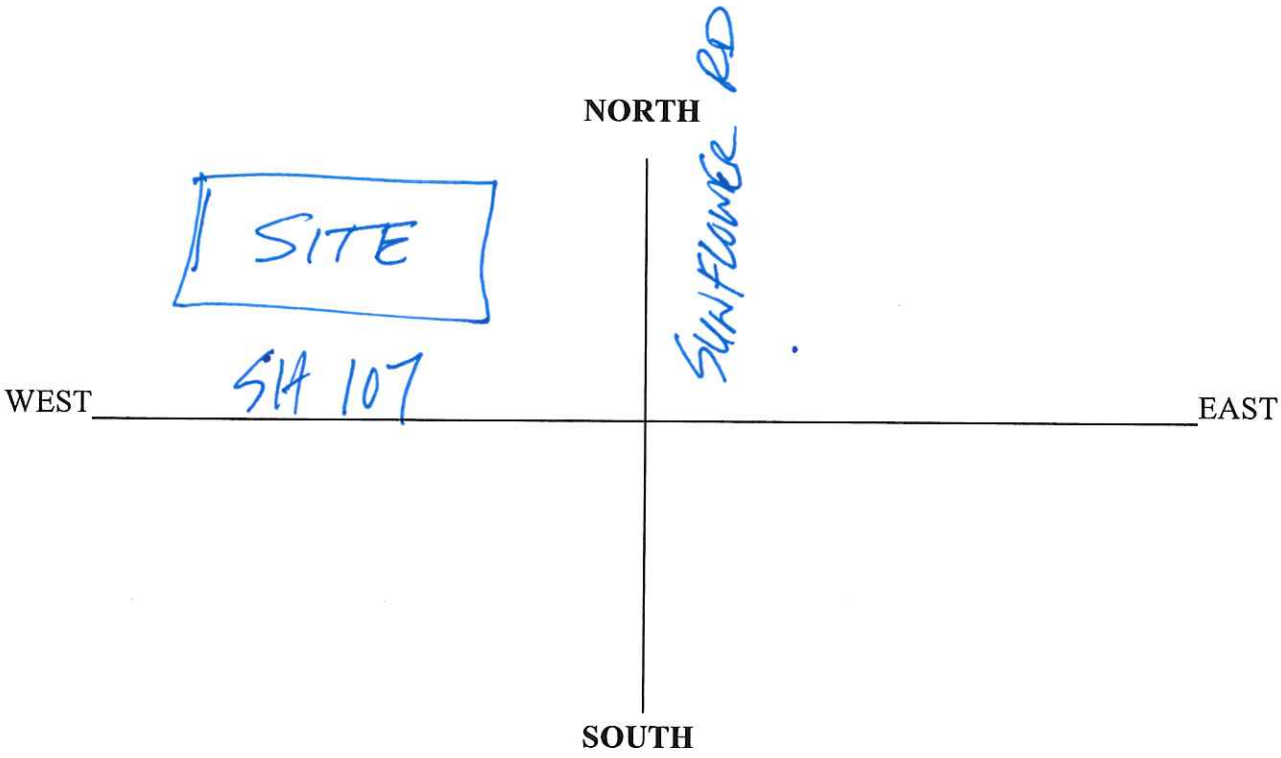
If the customer fails to comply with the terms of the Service Agreement, the Corporation may at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the customer.

SIGN HERE

Member _____ Co-Owner/Spouse _____

***** PLEASE STAKE METER LOCATION WITH NAME ON STAKE*****
STAKE SHOULD BE AT LEAST 3 FEET HIGH.

Make map showing closest crossroads.



INFORMATION DISCLOSURE

The Texas Legislature has enacted a bill, which was effective September 1, 1993, allowing publicly-owned utilities to give their customers the option of making the customer's address, telephone number, and social security number confidential.

IS THERE A CHARGE FOR THIS SERVICE?

Yes. There is a one-time charge of $1.00 to cover the cost of set-up and implementation order for $1.00 to:

North Alamo Water Supply Corporation
420 South Doolittle Road
Edinburg, TX 78539

Your response is not necessary if you do not want this service.

WE MUST STILL PROVIDE THIS INFORMATION UNDER LAW TO CERTAIN PERSONS. We must still provide this information to (1) an official or employee of the state or a political subdivision of the state, or the federal government acting in an official capacity; (2) an employee of a utility acting in connection with the employee's duties; (3) an consumer reporting agency; (4) a contractor or subcontractor approved by and providing services to the utility or to the state, a political subdivision of the state, the federal government, or an agency of the state or federal government; (5) a person for whom the customer has contractually waived confidentiality for personal information; or (6) another entity that provides water, wastewater, sewer, gas, garbage, electricity, or drainage service for compensation.

Detach and Return This Section

Need all information and signature

Yes, I want you to make my personal information (address, telephone number, and social security number) confidential. I have enclosed my payment of $1.00 for this service.

Name of Account Holder	Account Number
Address	Area Code/Telephone
City State Zip Code	**Signature**

Zimbra **moises.salazar@co.hidalgo.tx.us**

Fwd: RE: North Alamo Water Supply Application

From : Maria Lucio <maria.lucio@co.hidalgo.tx.us> Fri, Aug 15, 2014 09:15 AM
Subject : Fwd: RE: North Alamo Water Supply Application
To : "Steven Cruz" <steven.cruz@co.hidalgo.tx.us>, 'Raul Sesin' <raul.sesin@co.hidalgo.tx.us>, 'Moises Salazar' <moises.salazar@co.hidalgo.tx.us>

FYI

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

----- Forwarded Message -----
From: Steve Crain <scrain@atlashall.com>
To: 'Maria Lucio' <maria.lucio@co.hidalgo.tx.us>
Sent: Thu, 14 Aug 2014 16:37:00 -0500 (CDT)
Subject: RE: North Alamo Water Supply Application

Once the dates are inserted at the beginning of the documents the documents are fine.

From: Maria Lucio [mailto:maria.lucio@co.hidalgo.tx.us]
Sent: Thursday, August 14, 2014 4:02 PM
To: Stephen L. Crain
Cc: Marynel Trevino; Steven Cruz; Marcos Lopez; Moises Salazar; Raul Sesin
Subject: North Alamo Water Supply Application

Importance: High

Good Afternoon Mr. Crain,

Please review and approve as to form.

Should you have any questions 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

Zimbra **maria.lucio@co.hidalgo.tx.us**

Sunflower park water Applications?

From : Jesse Aguirre <jaguirre@nawsc.com> Mon, Aug 18, 2014 03:00 PM
Subject : Sunflower park water Applications?
To : maria lucio <maria.lucio@co.hidalgo.tx.us>
Cc : SHEADLEY@NAWSC.COM
Reply To : jaguirre@nawsc.com

Lulu – I've' reviewed the file and don't find any additional fees needed. Please complete applications and provide to our new accounts department. Mrs. Susan Headly will be able to receive them, Thanks

Jesse Aguirre
Assistant General Manager
North Alamo Water Supply Corp
420 S. Doolittle Rd.
Edinburg TX, 78742

North Alamo Water Supply Corporation
420 S. Doolittle Rd.
Edinburg, Tx 78542
383-1618

WW WO#_____
Res_____Com_____
Amt_____
Deed_____ I.D._____

Application for Wastewater Service

Applications are taken Monday through Friday from 8:30 am – 4:00 pm. Please have the application ready when you come into the office.

Date: 8-12-14 Account #_____

Property Owner (s) Hidalgo County Spouse N/A

Telephone # (956) 383-3112 Work # (956) 383-3112

Mailing Address 1051 N. Doolittle Rd.

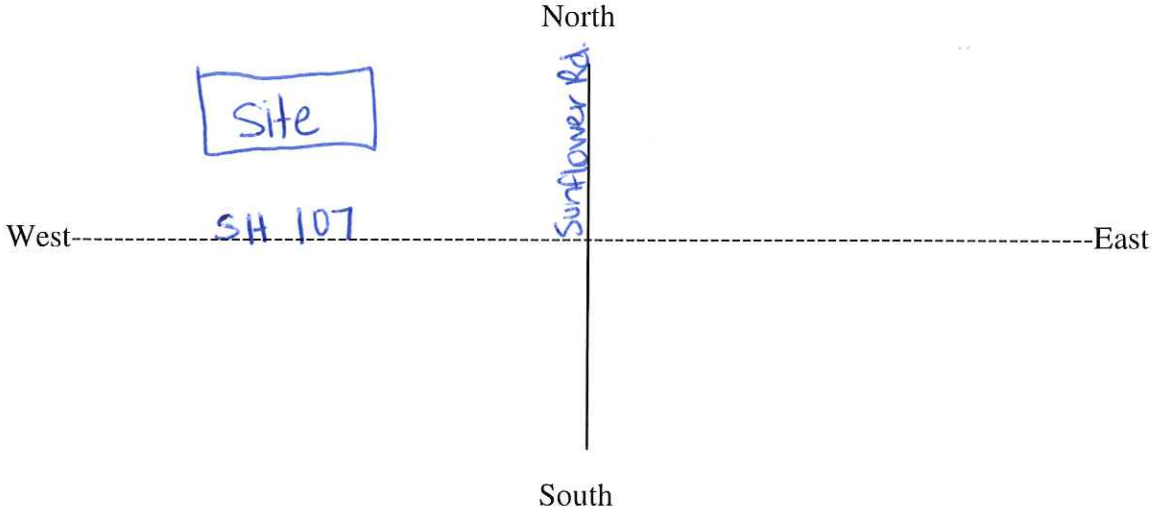
City Edinburg State TX Zip Code 78542

Subdivision Name Sunflower Park Subdivision Lot #_____ Block #_____

Name of Street/Road Sunflower Road & SH 107

Description of house Site Improvements Under Construction

Please stake desired sewer hook-up location of property line
Make a map showing closest crossroads



Receipt #_____ Date _____ Amt. Pd. $_____

Wastewater Service Agreement

Agreement made this _____ day of _____, 20 ____ between North Alamo Water Supply Corporation, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and _____.

Do you understand that this Wastewater Service Agreement does not change but only adds to what you already agreed to when you became a member of North Alamo Water Supply Corporation?
Yes_✓_ No_____

Do you understand and agree that some time in the future, NAWSC may require a right-of-way easement over and across your property for the purpose of installing sewer facilities and your refusal to grant such easement of such form, as may be required by NAWSC, will result in discontinuance of your water service and cancellation of your NAWSC membership?
Yes_✓_ No_____

Do you understand that the Corporation is responsible for **all maintenance costs outside** your property line and that you are responsible for all maintenance and structural cost **within** your property lines?
Yes_✓_ No_____

Do you understand that you will have to pay for all structural costs to connect your wastewater service **off and on** your property?
Yes_✓_ No_____

Do you understand that the charge to connect your wastewater service must be agreed to and paid for before any work to connect you can begin?
Yes_✓_ No_____

Do you understand that your monthly wastewater charge will be added to your monthly water bill and becomes a part of your total bill to be paid in full as part of your water bill or your water service will be disconnected?
Yes_✓_ No_____

Do you understand that all work performed on the Corporation's wastewater collection system must be performed by either the Corporation's personnel or someone from the Corporation's Approved Contractor's List?
Yes_✓_ No_____

Do you understand that the cost of connecting will vary from location to location, that the Corporation and or its engineer will have to determine that cost, which you will have to pay?
Yes_✓_ No_____

Do you understand that **all cost to connect,** including but not limited to inspection fees, study or feasibility fees, engineering fees have to be paid before any work is done, unless other arrangements are agreed to?
Yes_✓_ No_____
Do you understand that, according to **"Design Criteria for Sewerage Systems"**, when new sanitary sewers are installed, they shall be installed no closer to water lines than 9 feet in all directions and that parallel sewer and water lines must be installed in separate trenches?
Yes_✓_ No_____

Do you understand that you cannot discharge any pollutants of any kind other than normal household use water into the wastewater system?
Yes_✓_ No_____

Do you understand that **you cannot drain rainwater or irrigation water from your house or yard in any way into the wastewater system?**
Yes_✓_ No_____

Do you understand that a violation of any of the wastewater rules can result in you water service being terminated and your water meter being removed?
Yes_✓_ No_____

Do you understand that if you have any questions about your sewer line that you should ask us for help?
Yes_✓_ No_____

Do you understand that if required by the Corporation to install a grease trap, it shall be installed according to the Corporation's standards, such as size and capacities?
Yes_✓_ No_____

Do you understand that the Corporation will be inspecting grease traps through out the year? (The field inspector will determine the amount of times that grease traps will be inspected.)
Yes_✓_ No_____

_____ _____

Date Applicant's Signature

AI-45579 **Purchasing Department 22. D. 1.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: Hon. J. E. Guerra, HC-Sheriff **Submitted By:** Gabriel Navarro, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Pursuant to Texas Local Government Code 263.152 (2) The Hidalgo County Sheriff's Office is requesting to surplus for trade-in communication equipment listed in Exhibit A for discount on new communication equipment as stated in Contract No. 12-270-10-23, approved thru Commissioners' Court 10-23-2012.

B. Requesting approval and authorization to remove items listed on Exhibit A from the Hidalgo County inventory list.

BACKGROUND

C-12-270-10-23 approved AI-34857 10-23-2012 (please see attached)

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Discount Amount ($244,585.00) Pricing Summary 4-3.

Attachments

Exhibit A
AI-34857
C-12-270-10-23
Email
263.152
Depr. Rpt.

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/14/2014 04:59 PM
Budget & Management	Debbie Tamez	08/15/2014 03:27 PM
Manuel Chapa		08/19/2014 10:47 AM
Auditor's Office	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Gabriel Navarro Started On: 07/18/2014 08:51 AM

Final Approval Date: 08/21/2014

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT/
FIXED ASSET DIVISION

HIDALGO COUNTY
SHERIFF'S OFFICE/VARIOUS DEPT.
2014 PHYSICAL INVENTORY

Conducted By: Gabriel Navarro
Conducted By: Carlos Ramirez
Approved By:
Start Date: 5/2/2014
End Date: 5/2/2014

EXHIBIT "A"

Qty.	Asset #	Brand Name	Model Number	Serial No.	Dept. No.	Fund Ref:	PO #	Historical Cost
1	19325	MOTOROLA	X9000	621HMQ0031	280-000		3865	$3,100.00
1	21959	MOTOROLA	X9000	621HQE0586	280-000	1226	INV FD	$3,514.75
1	22420	MOTOROLA	RADIUS	778FQN4704	280-000			$514.50
1	22641	MOTOROLA	RADIUS	778FQL2328	280-006			$500.00
1	23314	MOTOROLA	RADIUS	778TREB123				
1	27377	VERTEX	FTL-204	3H380483	280-000			$470.00
1	29275	MOTOROLA	T73XTA7TA7BK	776TVE1465	280-000			$1,139.34
1	29276	MOTOROLA	T73XTA7TA7BK	776TUY0874	280-000			$1,139.34
1	36655	MOTOROLA	T73XTA7TA7BK	776TBE0624	280-000	701	323931	$933.90
1	36658	MOTOROLA	T73XTA7TA7BK	776TBE0670	280-000	701	323931	$933.90
1	39292	MOTOROLA	T73XTA7TA7BK	776TCC1134	280-000	GO	500028	$905.00
1	39296	MOTOROLA	T73XTA7TA7BK	776TCC1141	280-000	GO	500028	$905.00
1	42962	MOTOROLA	RADIUS 1225	869YEY0031	280-000	1100	544048	$338.35
1	42963	MOTOROLA	RADIUS 1225	869YEY0034	280-000	1100	544048	$338.35
1	42964	MOTOROLA	RADIUS 1225	869YEY0052	280-000	1100	544048	$338.35
1	42965	MOTOROLA	RADIUS 1225	869YEY0058	280-000	1100	544048	$338.35
1	42966	MOTOROLA	RADIUS 1225	869YEY0151	280-000	1100	544048	$338.35
1	42967	MOTOROLA	RADIUS 1225	869YEY0165	280-000	1100	544048	$338.35
1	42968	MOTOROLA	RADIUS 1225	869YEY0182	280-000	1100	544048	$338.35
1	42969	MOTOROLA	RADIUS 1225	869YEY0029	280-000	1100	544048	$338.35
1	42973	MOTOROLA	RADIUS 1225	869YEY0146	280-000	1100	544048	$338.35
1	42974	MOTOROLA	RADIUS 1225	869YEY0154	280-000	1100	544048	$338.35
1	42975	MOTOROLA	RADIUS 1225	869YEY0166	280-000	1100	544048	$338.35
1		KENWOOD	TK-762G	20600966				
1		KENWOOD	TK-7160H	B0600031				
1		KENWOOD	TK-762G	50100237				
1		KENWOOD	TK-762G	50100253				
1		KENWOOD	TK-762H	10200066				
1		KENWOOD	TK-7160H	A9801243				

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT/
FIXED ASSET DIVISION

HIDALGO COUNTY
SHERIFF'S OFFICE/VARIOUS DEPT.
2014 PHYSICAL INVENTORY

Conducted By: Gabriel Navarro
Conducted By: Carlos Ramirez
Approved By:
Start Date: 5/2/2014
End Date: 5/2/2014

EXHIBIT "A"

Qty.	Asset #	Brand Name	Model Number	Serial No.	Dept. No.	Fund Ref:	PO #	Historical Cost
1		KENWOOD	TK-7160H	201099				
1		KENWOOD	TK-7160H	A9801241				
1		KENWOOD	TK-7160H	B0600007				
1		KENWOOD	TK-7160H	B0500783				
1		KENWOOD	TK-7160H	101752				
1		KENWOOD	TK-7160H	101753				
1		KENWOOD	TK-7160H	B0500782				
1		KENWOOD	TK-7160H	B0C00960				
1		KENWOOD	TK-7360HV	B1401683				
1		VERTEX	UX-400DV	1K080756				
1		MOTOROLA	AAM79KTD9PW5AN	483YHH6085				
1		MOTOROLA	AAM79KTD9PW5AN	483YHH5429				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN7940				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8039				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8087				
1		MOTOROLA	AAM79KTD9PW5AN	483THN7941				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8088				
1		MOTOROLA	AAM79KTD9PW5AN	483TKG0062				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN6078				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8258				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8015				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN6242				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8042				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN5423				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8065				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN0879				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8063				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN5407				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN5430				

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT/
FIXED ASSET DIVISION

HIDALGO COUNTY
SHERIFF'S OFFICE/VARIOUS DEPT.
2014 PHYSICAL INVENTORY

Conducted By: Gabriel Navarro
Conducted By: Carlos Ramirez
Approved By:
Start Date: 5/2/2014
End Date: 5/2/2014

EXHIBIT "A"

Qty.	Asset #	Brand Name	Model Number	Serial No.	Dept. No.	Fund Ref:	PO #	Historical Cost
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8250				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8013				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN7978				
1		MOTOROLA	AAM79KTD9PW5AN	483TKE1034				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8240				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN6262				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8023				
1		MOTOROLA	AAM79KTD9PW5AN	483TLE0202				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8005				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN7979				
1		MOTOROLA	AAM79KTD9PW5AN	483TLE0053				
1		MOTOROLA	AAM79KTD9PW5AN	483TKE1018				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8014				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8242				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN6074				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN5426				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8069				
1		MOTOROLA	AAM79KTD9PW5AN	483TKG0332				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8056				
1		MOTOROLA	AAM79KTD9PW5AN	483YHH5150				
1		MOTOROLA	AAM79KTD9PW5AN	483YHH442				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8239				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN6092				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8070				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8024				
1		MOTOROLA	AAM79KTD9PW5AN	483TKG0188				
1		MOTOROLA	AAM79KTD9PW5AN	483TLE0058				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN5441				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN7961				

HIDALGO COUNTY, TEXAS
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HIDALGO COUNTY
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Conducted By: Carlos Ramirez
Approved By:
Start Date: 5/2/2014
End Date: 5/2/2014

EXHIBIT "A"

Qty.	Asset #	Brand Name	Model Number	Serial No.	Dept. No.	Fund Ref:	PO #	Historical Cost
1		MOTOROLA	AAM79KTD9PW5AN	483YHN6068				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8257				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN7964				
1		MOTOROLA	AAM79KTD9PW5AN	483TMC0011				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8045				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN6088				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8069				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN5427				
1		MOTOROLA	AAM79KTD9PW5AN	483YGS1250				
1		MOTOROLA	AAM79KTD9PW5AN	483THH5448				
1		MOTOROLA	AAM79KTD9PW5AN	483YTN8010				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN5428				
1		MOTOROLA	AAM79KTD9PW5AN	483THN6261				
1		MOTOROLA	AAM79KTD9PW5AN	483THN7970				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8246				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8071				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN6244				
1		MOTOROLA	AAM79KTD9PW5AN	483YHH5451				
1		MOTOROLA	AAM79KTD9PW5AN	483YHH5434				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN6237				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8249				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN7980				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8245				
1		MOTOROLA	AAM79KTD9PW5AN	483TLE0055				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8047				
1		MOTOROLA	AAM79KTD9PW5AN	483THH5433				
1		MOTOROLA	AAM79KTD9PW5AN	483THH6082				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8020				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN6236				

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Qty.	Asset #	Brand Name	Model Number	Serial No.	Dept. No.	Fund Ref:	PO #	Historical Cost
1		MOTOROLA	AAM79KTD9PW5AN	483TMC0003				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8021				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8083				
1		MOTOROLA	AAM79KTD9PW5AN	483YN8078				
1		MOTOROLA	AAM79KTD9PW5AN	483YGQ0417				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8054				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN6242				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8241				
1		MOTOROLA	AAM79KTD9PW5AN	483TLE0192				
1		MOTOROLA	AAM79KTD9PW5AN	483YGN0260				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN6263				
1		MOTOROLA	AAM79KTD9PW5AN	483YHH6080				
1		MOTOROLA	AAM79KTD9PW5AN	483YHH5444				
1		MOTOROLA	AAM79KTD9PW5AN	483TGN0078				
1		MOTOROLA	AAM79KTD9PW5AN	483YHH5432				
1		MOTOROLA	AAM79KTD9PW5AN	483TKG0025				
1		MOTOROLA	AAM79KTD9PW5AN	483THH5405				
1		MOTOROLA	AAM79KTD9PW5AN	483YHH5425				
1		MOTOROLA	AAM79KTD9PW5AN	483TKE1009				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8082				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8040				
1		MOTOROLA	AAM79KTD9PW5AN	483TLE0194				
1		MOTOROLA	AAM79KTD9PW5AN	483YHH5431				
1		MOTOROLA	AAM79KTD9PW5AN	483YHH6084				
1		MOTOROLA	AAM79KTD9PW5AN	483YHH5153				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN7019				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN7963				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8050				
1		MOTOROLA	AAM79KTD9PW5AN	483YHH5443				

HIDALGO COUNTY, TEXAS
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EXHIBIT "A"

Qty.	Asset #	Brand Name	Model Number	Serial No.	Dept. No.	Fund Ref:	PO #	Historical Cost
1		MOTOROLA	AAM79KTD9PW5AN	483YHN6264				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN6258				
1		MOTOROLA	AAM79KTD9PW5AN	483YHH6079				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8081				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8038				
1		MOTOROLA	AAM79KTD9PW5AN	483YHH5152				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8259				
1		MOTOROLA	AAM79KTD9PW5AN	483YHH5435				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN6243				
1		MOTOROLA	AAM79KTD9PW5AN	483TLE0054				
1		MOTOROLA	AAM79KTD9PW5AN	483TLE0193				
1		MOTOROLA	AAM79KTD9PW5AN	483YHH5424				
1		MOTOROLA	AAM79KTD9PW5AN	483YHH6091				
1		MOTOROLA	AAM79KTD9PW5AN	483YHH7942				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN6238				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN6269				
1		MOTOROLA	AAM79KTD9PW5AN	483YHH6087				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN6233				
1		LINKSYS	SLM2008 - ROUTER	0024981D3F41				
1		ICOM	IC-F121S	51780D4				
1		ICOM	IC-F121S	5112172				
1		ICOM	IC-F121S	5178331				
1		ICOM	IC-F121S	02834				
1		ICOM	IC-F121S	5125978				
1		ICOM	IC-F121S	5178330				
1		ICOM	IC-F121S	5144907				
1		ICOM	IC-F121S	5111488				
1		MIDLAND	MO-1032	C061800087				
1		KENWOOD	TK-880	40300657				

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EXHIBIT "A"

Qty.	Asset #	Brand Name	Model Number	Serial No.	Dept. No.	Fund Ref:	PO #	Historical Cost
1		MIDLAND	M01032	C061800049				
1		KENWOOD	TK-762G	20400233				
1		KENWOOD	TK-7626	50100109				
1		MIDLAND	MO-1032	C062200165				
1		ICOM	IC-F121S	5117267				
1		KENWOOD	TK-760G	40700642				
1		MIDLAND	MO-1032	C061800047				
1		DATARADIO	W3482DDA	359600				
1		MAXON	SM-4550 M	909T50307				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8022				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8080				
1		MOTOROLA	AAM79KTD9PW5AN	483YHH5447				
1		MOTOROLA	AAM79KTD9PW5AN	483YHH6076				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8243				
1		MOTOROLA	AAM79KTD9PW5AN	483TKE1010				
1		MOTOROLA	AAM79KTD9PW5AN	483YHN8016				
1		MOTOROLA	AAM79KTD9PW5AN	483YHH5445				
1		MACOM	D2HHCX	23507363				
1		MACOM	D2HHCX	23507364				
1		MACOM	D2HHCX	23507359				
1		MACOM	D2HHCX	23507352				
1		MACOM	D2HHCX	23507357				
1		MACOM	D2HHCX	23507362				
1		MACOM	D2HHCX	23507354				
1		MOTOROLA	SYSTEMS 9000	KIT# HLN1185A				
1		MOTOROLA	CDM1250	103TGJ9157				
1		MOTOROLA	CDM1250	103TGJ9158				
1		MOTOROLA	GM300	159TZSA489				
1		MOTOROLA	GM300	159TWUJ932				

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EXHIBIT "A"

Qty.	Asset #	Brand Name	Model Number	Serial No.	Dept. No.	Fund Ref:	PO #	Historical Cost
1		MOTOROLA	GM300	159TYY6138				
1		MOTOROLA	GM300	159TXLM136				
1		MOTOROLA	RADIUS	778FQL5200				
1		MOTOROLA	GM300	159TXLG004				
1		MOTOROLA	GM300	159TYGF716				
1		MOTOROLA	GM300	159TWUJ934				
1		MOTOROLA	RADIUS M120	799TUG8169				
1		MOTOROLA	RADIUS	778FPU3952				
1		MOTOROLA	RADIUS	778FPQ6996				
1		MOTOROLA	RADIUS GM300	159TXN2485				
1		MOTOROLA	CS2000	722AZG0216				
1		MOTOROLA	RADIUS 1225	86FAU0398				
1		MOTOROLA	RADIUS 1225	869YDE2497				
1		MOTOROLA	RADIUS 1225	869YDU5324				
1		MOTOROLA	RADIUS 1225	869YCS6130				
1		MOTOROLA	RADIUS 1225	869KYL0192				
1		MOTOROLA	RADIUS 1225	869FAU0424				
1		MOTOROLA	RADIUS 1225	869FYA0894				
1		MOTOROLA	RADIUS 1225	869FZG2146				
1		MOTOROLA	RADIUS 1225	869YEW1074				
1		MOTOROLA	RADIUS 1225	869FBJ1616				
1		MOTOROLA	RADIUS 1225	869YEW1087				
1		MOTOROLA	RADIUS 1225	869FAU0147				
1		MOTOROLA	RADIUS 1225	869FZG2025				
1		MOTOROLA	RADIUS 1225	869FZG2078				
1		MOTOROLA	RADIUS 1225	869FAU0408				
1		MOTOROLA	RADIUS 1225	869FZG2055				
1		MOTOROLA	RADIUS 1225	869FBL4401				
1		MOTOROLA	RADIUS 1225	869FBJ3965				

HIDALGO COUNTY, TEXAS
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EXHIBIT "A"

Qty.	Asset #	Brand Name	Model Number	Serial No.	Dept. No.	Fund Ref:	PO #	Historical Cost
1		MOTOROLA	RADIUS 1225	869FAS7106				
1		MOTOROLA	RADIUS 1225	869FBL4415				
1		MOTOROLA	RADIUS 1225	869FAS7105				
1		MOTOROLA	RADIUS 1225	869FYL0236				
1		MOTOROLA	RADIUS 1225	869FBJ3972				
1		MOTOROLA	RADIUS 1225	869FBJ3984				
1		MOTOROLA	RADIUS 1225	869FZG2084				
1		MOTOROLA	RADIUS 1225	N/A				
1		MOTOROLA	RADIUS 1225	N/A				
1		MOTOROLA	AAM25KKF9DP6AN	001TJG0404				
1		MOTOROLA	AAM25KKF9DP6AN	001TNW4650				
1		MOTOROLA	AAM25KKF9DP6AN	001THW4266				
1		MOTOROLA	AAM25KKF9DP6AN	001TJE1436				
1		MOTOROLA	AAM25KKF9DP6AN	001TJJ0157				
1		MOTOROLA	AAM25KKF9DP6AN	001THW4458				
1		MOTOROLA	AAM25KKF9DP6AN	001THW4527				
1		MOTOROLA	AAM25KKF9DP6AN	001THW4193				
1		MOTOROLA	AAM25KKF9DP6AN	001THW4586				
1		MOTOROLA	AAM25KKF9DP6AN	001THW4191				
1		MOTOROLA	AAM25KKF9DP6AN	001TJJ0155				
1		MOTOROLA	AAM25KKF9DP6AN	001THW0942				
1		MOTOROLA	AAM25KKF9DP6AN	001TJA1060				
1		MOTOROLA	AAM25KKF9DP6AN	001THW4631				
1		MOTOROLA	AAM25KKF9DP6AN	001THW4298				
1		MOTOROLA	AAM25KKF9DP6AN	001THW4466				
1		MOTOROLA	AAM25KKF9DP6AN	001THW4449				
1		MOTOROLA	AAM25KKF9DP6AN	001THW1030				
1		MOTOROLA	AAM25KKF9DP6AN	001THW4464				
1		MOTOROLA	AAM25KKF9DP6AN	001THW0940				

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EXHIBIT "A"

Qty.	Asset #	Brand Name	Model Number	Serial No.	Dept. No.	Fund Ref:	PO #	Historical Cost
1		MOTOROLA	AAM25KKF9DP6AN	001TKG0099				
1		MOTOROLA	AAM25KKF9DP6AN	001THW4529				
1		MOTOROLA	AAM25KKF9DP6AN	001TJL0656				
1		MOTOROLA	AAM25KKF9DP6AN	001THW4188				
1		MOTOROLA	AAM25KKF9DP6AN	001THW1035				
1		MOTOROLA	AAM25KKF9DP6AN	001THW42886				
1		MOTOROLA	AAM25KKF9DP6AN	001THW4309				
1		MOTOROLA	AAM25KKF9DP6AN	001TKS0195				
1		MOTOROLA	AAM25KKF9DP6AN	001THW4450				
1		MOTOROLA	AAM25KKF9DP6AN	001TKG0097				
1		MOTOROLA	AAM25KKF9DP6AN	001TJJ0160				
1		MOTOROLA	X9000	483HLJ1574				
1		MOTOROLA	T73XTA7TA7BK	776TUY0694				
1		MOTOROLA	T73XTA7TA7BK	776TVU1006				
1		MOTOROLA	MCS2000	722AZG0221				
1		MOTOROLA	AAM25KKF9DP6AN	001TKS0196				
1		MOTOROLA	AAM25KKF9DP6AN	001THW4647				
1		MOTOROLA	AAM25KKF9DP6AN	001THW4294				
1		MOTOROLA	AAM25KKF9DP6AN	001THW4584				
1		MOTOROLA	AAM25KKF9DP6AN	001THW4289				
1		MOTOROLA	AAM25KKF9DP6AN	001THW4712				
1		MOTOROLA	AAM25KKF9DP6AN	001TJA2347				
1		MOTOROLA	AAM25KKF9DP6AN	001THW4452				
1		MOTOROLA	AAM25KKF9DP6AN	001THW4627				
1		MOTOROLA	AAM25KKF9DP6AN	001TJE1933				
1		MOTOROLA	AAM25KKF9DP6AN	001THW4628				
1		MOTOROLA	AAM25KKF9DP6AN	001THW4457				
1		MOTOROLA	AAM25KKF9DP6AN	001THW4528				
1		MOTOROLA	AAM25KKF9DP6AN	001THW4297				

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Qty.	Asset #	Brand Name	Model Number	Serial No.	Dept. No.	Fund Ref:	PO #	Historical Cost
1		MOTOROLA	AAM25KKF9DP6AN	001THW4459				
1		MOTOROLA	AAM25KKF9DP6AN	001THW5428				
1		MOTOROLA	AAM25KKF9DP6AN	001THW4185				
1		MOTOROLA	AAM25KKF9DP6AN	001THW4409				
1		MOTOROLA	AAM25KKF9DP6AN	001TJE1437				
1		MOTOROLA	AAM25KKF9DP6AN	001TNW4264				
1		MOTOROLA	AAM25KKF9DP6AN	001THY5429				
1		MOTOROLA	AAM25KKF9DP6AN	001THW4211				
1		MOTOROLA	AAM25KKF9DP6AN	001THW4465				
1		MOTOROLA	AAM25KKF9DP6AN	001THW4623				
1		MOTOROLA	AAM25KKF9DP6AN	001THW4299				
1		MOTOROLA	AAM25KKF9DP6AN	001THW0946				
1		MOTOROLA	AAM25KKF9DP6AN	001THW4263				
1		MOTOROLA	AAM25KKF9DP6AN	001TKS0192				
1		MOTOROLA	AAM25KKF9DP6AN	001THW4461				
1		MOTOROLA	AAM25KKF9DP6AN	001THW4613				
1		MOTOROLA	AAM25KKF9DP6AN	001TKG0106				
1		MOTOROLA	T73XTA7TA7BK	776TWU0983				
1		MOTOROLA	T73XTA7TA7BK	776TWU0927				
1		MOTOROLA	T73XTA7TA7BK	776TWU0984				
1		MOTOROLA	T73XTA7TA7BK	776TVS1421				
1		MOTOROLA	T73XTA7TA7BK	776TYC0760				
1		MOTOROLA	SYSTEMS 9000	KIT# HLN118JA				
1		MOTOROLA	T73XTA7TA7BK	776TYC0750				

314 **$17,777.58**

AI-34857 **Budget and Management 16. A.**

CC REGULAR

Meeting Date: 10/23/2012

Submitted For: Sergio Cruz **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation for discussion, consideration and applicable action to the following and any other topic relevant to this project as follows:

1) Acceptance and approval to update Hidalgo County Sheriff Department's current communication systems by means of procurement through the County's membership with Houston Galveston Area Council (H-GAC Contract #RA05-12) through awarded vendor "Motorola Solutions, Inc." the purchase of radio communications equipment/license and maintenance support/warranties and any other pertinent accessories applicable to the upgrading in an amount of $7,991,778.68 by means of financing which includes the H-GAC administration fee; and

2) Acceptance and approval of the "System Purchase Agreement-Radio Systems" as reviewed and approved by legal for the above aforementioned under line item a; and

3) Acceptance and approval of Equipment Lease-Purchase Agreement No. 23355 in the amount of $7,991,778.68 between Motorola Solutions, Inc. and Hidalgo County, Texas with authority for County Judge to sign all related documents for the financing purposes.

BACKGROUND

Attachments

Motorola

Lease

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/22/2012 11:18 AM
Manuel Chapa	Angela Garcia	10/25/2012 02:16 PM
Budget & Management	Merlen P. Munoz	10/22/2012 11:18 AM
Manuel Chapa	Angela Garcia	10/25/2012 02:16 PM
Auditor's Office		
Purchasing Department		

Form Started By: Vangie Garcia Started On: 10/19/2012 04:19 PM

SECTION 4H

EXHIBIT C-8: PRICING SUMMARY

P25 MIGRATION CONTRACT BOOK 28 SEPTEMBER 2012

MOTOROLA

The design, technical, and cost information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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TABLE OF CONTENTS

Section 4H

Pricing Summary.....4-1

PRICING SUMMARY

Motorola has priced the sites, services, Software, and Equipment in this proposal as an integrated system. A reduction in Software or Equipment quantities, or sites or services, shall affect the overall Contract Price, including discounts if applicable.

Table 4-1: Pricing

DESCRIPTION	QTY	PRICE
		APX 4000/4500
LAW ENFORCEMENT - DISPATCH CENTER		
Equipment, including: - McAllen Master Site License - MCC 7500 Dispatch Positions (2) - GPS CAD Interface - Networking - Conventional Site Controller - GGM 8000 for Conventional Resources - Rack & Power: - APX 7500 Control Stations - 7/800 MHz - Single Band (3) - APX 7500 Control Stations - 7/800 MHz - Dual Band (1) - APX 7500 Consolettes - 7/800 MHz - Dual Band (6) - Control Station Antenna Assemblies	1	**$ 465,814.50**
LAW ENFORCEMENT - SUBSCRIBER UNITS		
APX 7500 Consolettes 700/800 MHz & VHF	10	**$ 124,500.00**
APX 7500 Mobile Radio 700/800 MHz & VHF	481	**$ 3,688,308.00**
APX 7500 Mobile Flash Upgrades	12	**$ 1,200.00**
APX 7000 Portable Radio 700/800 MHz & VHF	378	**$ 3,058,776.00**
APX 7000 Multi-Unit Charger	1	**$ 1,350.00**

Use or disclosure of this proposal is subject to the restrictions on the cover page.

DESCRIPTION	QTY	PRICE
NON-LAW ENFORCEMENT - SUBSCRIBER UNITS		
APX 4500 Control Stations 700/800 MHz	14	**$ 103,141.50**
APX 4500 Mobile Radio 700/800 MHz	123	**$ 707,619.00**
APX 4000 Portable Radio 700/800 MHz	168	**$ 704,256.00**
APX 4000 Multi-Unit Charger	1	**$ 650.00**
Equipment Subtotal		**$ 8,855,615.00**
System Integration Services, including: - Project Management - Motorola Internal Services (Engineering/System Technologist) - Outside Contracted Services - Customer Training - CCSI Staging - Dispatch Center In-Warranty & Services - 24/7		**$ 905,964.00**
Total System Price		**$ 9,761,579.00**
HGAC Contract Discount		**$ (2,126,221.32)**
System Discount (for Order by November 16, 2012)		**$(778,953.02)**
Total		**$ 6,856,404.66**

Table 4-2: Pricing

DESCRIPTION	QTY	PRICE
M2 / M3 CORE		
M2 CORE (Border Pilot) And M3 Equipment Upgrade	1	$ 1,645,879.00
Total Service / System Integration for M2 / M3 CORE Upgrade	1	$ 464,117.00
M2 / M3 CORE System Cost		$ 2,109,996.00
Discount (Border Pilot)	1	$ (730,037.00)
M2 / M3 CORE System Total		$ 1,379,959.00
*** Special System Discount (See Special Terms and Conditions below)	1	$ (244,585.00)
M2 / M3 CORE System Total	1	$ 1,135,374.00

*** Terms and Conditions for Special System Discount Consideration

1. Hidalgo County shall deliver a Purchase Order(s) to Motorola Solutions on or before November 16, 2012 for the following:

DESCRIPTION	PRICE
Table 4.1	$ 6,856,404.66
Table 4.2	$ 1,135,374.00
Purchase Total	$ 7,991,778.66

2. Hidalgo County shall provide to Motorola Solutions, as Trade-In equipment, the ARC 4000 CORE which currently is located at the McAllen Emergency Operations Center.
3. Hidalgo County shall provide to Motorola Solutions, as Trade-In equipment, a minimum of 400, in service, Motorola Mobile and Portable Radios.
4. Hidalgo County shall allow Motorola Solutions to ship ALL EQUIPMENT described in Table 8.1 and Table 8.2 prior to December 28, 2012.
5. Hidalgo County shall be responsible for all of the above consideration to be eligible for the Special System Discount.

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Zimbra **gabriel.navarro@co.hidalgo.tx.us**

FW: Radio Trade in Agenda

From : Richard Ozuna <richard.ozuna@hidalgoso.org> Fri, Jul 18, 2014 04:30 PM
Subject : FW: Radio Trade in Agenda 2 attachments
To : Gabriel Navarro <gabriel.navarro@co.hidalgo.tx.us>

Motorola's response:

From: JAMES EWING [mailto:JLEWING1@stcradios.com]
Sent: Friday, July 18, 2014 3:56 PM
To: Richard Ozuna
Cc: David.Champion@MotorolaSolutions.com; Art.Correiro@motorolasolutions.com; MIKE CALLAWAY; YGUERRERO@STCRADIOS.COM; TOM HUSHEN; MARY MATTSON
Subject: RE: Radio Trade in Agenda

Good afternoon.

We are ready for the shipping of the 314 of 400 radios required for trade-in, per the P25 Radios System Contract. We also recognize the balance may have Grant related commitments at this time and will be forwarded when released from those commitments.

Thanks for your support.

Regards,

James L. Ewing

South Texas Communications, Inc.
Office: 956-687-8591
Fax: 956-687-1735
Mobile: 956-457-9895
Email: jlewing1@stcradios.com

Sec. 263.152. DISPOSITION. (a) The commissioners court of a county may:

(1) periodically sell the county's surplus or salvage property by competitive bid or auction, except that competitive bidding or an auction is not necessary if the purchaser is another county or a political subdivision within the county that is selling the surplus or salvage property;

(2) offer the property as a trade-in for new property of the same general type if the commissioners court considers that action to be in the best interests of the county;

(3) order any of the property to be destroyed or otherwise disposed of as worthless if the commissioners court undertakes to sell that property under Subdivision (1) and is unable to do so because no bids are made;

(4) dispose of the property by donating it to a civic or charitable organization located in the county if the commissioners court determines that:

(A) undertaking to sell the property under Subdivision (1) would likely result in no bids or a bid price that is less than the county's expenses required for the bid process;

(B) the donation serves a public purpose; and

(C) the organization will provide the county with adequate consideration, such as relieving the county of transportation or disposal expenses related to the property;

(5) transfer gambling equipment in the possession of the county following its forfeiture to the state to the Texas Building and Procurement Commission for sale under Section 2175.904, Government Code; or

(6) order any vehicle retired under a program designed to encourage the use of low-emission vehicles to be crushed and recycled, if practicable, without a competitive bid or auction.

(a-1) The commissioners court shall remit money received from the Texas Building and Procurement Commission from the sale of gambling equipment under Section 2175.904(c), Government Code, less administrative expenses incurred by the county in connection with the transfer and sale of the equipment, to the local law enforcement agency that originally seized the equipment.

(b) If the property is earth-moving, material-handling, road maintenance, or construction equipment, the commissioners court may exercise a repurchase option in a contract in disposing of property under Subsection (a)(1) or (a)(2). The repurchase price of equipment contained in a previously accepted purchase contract is considered a bid under

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION
DEPRECIATION FORM

input info

Prepared By: Gabriel Navarro
Requested By: Sheriff's Office
Date:

Asset Number	Description	Hist Cost	Acq Date	Acq. Year	Current Date	Life Expectancy	Curr Usage (yrs)	Residual Value 10%	Depreciable Value	Yearly Depreciation	Current Depreciation	Current Value
19325	X9000	$3,100.00	6/16/1987	1987	2014	10	27	$310.00	$2,790.00	$279.00	$2,790.00	$0.00
21959	X9000	$3,514.75	4/4/1990	1990	2014	10	24	$351.48	$3,163.28	$316.33	$3,163.28	$0.00
22420	RADIUS	$514.50	9/10/1990	1990	2014	10	24	$51.45	$463.05	$46.31	$463.05	$0.00
22641	RADIUS	$500.00	10/16/1990	1990	2014	10	24	$50.00	$450.00	$45.00	$450.00	$0.00
27377	FTL-204	$470.00	2/28/1994	1994	2014	10	20	$47.00	$423.00	$42.30	$423.00	$0.00
29275	T73XTA7TA7BK	$1,139.34	5/23/1995	1995	2014	10	19	$113.93	$1,025.41	$102.54	$1,025.41	$0.00
29276	T73XTA7TA7BK	$1,139.34	5/23/1995	1995	2014	10	19	$113.93	$1,025.41	$102.54	$1,025.41	$0.00
36655	T73XTA7TA7BK	$933.90	6/29/2001	2001	2014	7	13	$93.39	$840.51	$120.07	$840.51	$0.00
36658	T73XTA7TA7BK	$933.90	6/29/2001	2001	2014	7	13	$93.39	$840.51	$120.07	$840.51	$0.00
39292	T73XTA7TA7BK	$905.00	12/10/2002	2002	2014	7	12	$90.50	$814.50	$116.36	$814.50	$0.00
39296	T73XTA7TA7BK	$905.00	12/10/2002	2002	2014	7	12	$90.50	$814.50	$116.36	$814.50	$0.00
42962	RADIUS 1225	$338.35	1/25/2005	2005	2014	7	9	$33.84	$304.52	$43.50	$304.52	$0.00
42963	RADIUS 1225	$338.35	1/25/2005	2005	2014	7	9	$33.84	$304.52	$43.50	$304.52	$0.00
42964	RADIUS 1225	$338.35	1/25/2005	2005	2014	7	9	$33.84	$304.52	$43.50	$304.52	$0.00
42965	RADIUS 1225	$338.35	1/25/2005	2005	2014	7	9	$33.84	$304.52	$43.50	$304.52	$0.00
42966	RADIUS 1225	$338.35	1/25/2005	2005	2014	7	9	$33.84	$304.52	$43.50	$304.52	$0.00
42967	RADIUS 1225	$338.35	1/25/2005	2005	2014	7	9	$33.84	$304.52	$43.50	$304.52	$0.00
42968	RADIUS 1225	$338.35	1/25/2005	2005	2014	7	9	$33.84	$304.52	$43.50	$304.52	$0.00
42969	RADIUS 1225	$338.35	1/25/2005	2005	2014	7	9	$33.84	$304.52	$43.50	$304.52	$0.00
42973	RADIUS 1225	$338.35	1/25/2005	2005	2014	7	9	$33.84	$304.52	$43.50	$304.52	$0.00
42974	RADIUS 1225	$338.35	1/25/2005	2005	2014	7	9	$33.84	$304.52	$43.50	$304.52	$0.00
42975	RADIUS 1225	$338.35	1/25/2005	2005	2014	7	9	$33.84	$304.52	$43.50	$304.52	$0.00
		$17,777.58						**$1,777.76**	**$15,999.82**		**$15,999.82**	**$0.00**

Historical Cost - Residual Value = $15,999.82

AI-45810 **Purchasing Department 22. D. 2.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted For: Hon. J. E. Guerra, HC-Sheriff **Submitted By:** Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Ratification of request by Dr. Marin Garza, MD (with notice of said request to HCSO 07-25-14) to designate Dr. John Lung, MD to cover "sick call" duties/responsibilities as required under current agreement for the provision of services from 07-30-14 through 08-12-14 (during an absence);

B. Action to formally terminate the current agreement with the late Dr. Gumaro Garza, MD (passing away 07-28-14);

C. Amendment to current agreement with Dr. Marin Garza, MD to reflect changes, including but not limited to, the following requirements, terms, conditions and retainer:

1 Amendment for a short term period to the present agreement not to exceed ninety (90) days (commencing 08-26-14 and ending November 23, 2014);

2. Amendment to include the minimum requirement of four (4) days per week for sick call duties;

3. Amendment to add the requirement that prior to and in the event of absence, submission of a request to HCCC for action to permit the subcontracting of a physician to "cover" sick call duties;

4. Amendment to reflect the increase of the monthly retainer to $7,200.00 not to exceed the ninety (90) term of the amendment;

D. Authority to publish an RFQ (as required under Government Code, Chapter 2254-Professional Services Procurement Act) for the engagement of a physician to provide medical services to Hidalgo County Inmates with approval of the procurement packet (i.e. legal notices, qualifications, requirements, scope of services, schedules of work, terms, conditions and form of agreement) as reviewed and modified (if necessary) by HC Asst. DAs Section for County Affairs; or, and if applicable;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-423-21-280-002-0-331

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

BUDGETARY IMPACT:

Account available balance as of 8-21-14 $10,955.65

Available balance under the following POs as of 8-21-14:
PO# 708305 $18,000
PO# 710059 $18,000

Attachments

DR. G. GARZA-OBITUARY

DRAFT CONTRACT
RFQ-PACKET-PHYSICIAN SERVICES
Contract Amendment
legal email

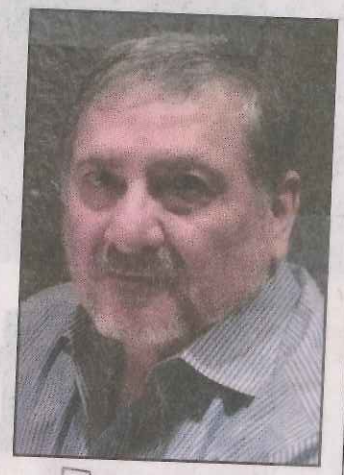
Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/20/2014 03:41 PM
Budget & Management	Debbie Tamez	08/20/2014 04:18 PM
Manuel Chapa	Manuel Chapa	08/21/2014 11:23 AM
Auditor's Office	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Marty Salazar Started On: 08/01/2014 12:14 PM

Final Approval Date: 08/21/2014

Gumaro Garza



EDINBURG — Gumaro Garza, M.D., passed away on July 28th 2014 in McAllen, Texas. He was born to David and Josefa Garza on September 30th 1947 in El Floral, Texas.

Gumaro was an internist with Monzer H. Yazhi and Associates in Edinburg. Dr. Garza was a graduate of The University of Texas at Austin, obtaining a bachelor's of science in pharmacy; and the University of California in La Jolla, earning a degree of doctor in Medicine.

Dr. Garza is preceded in death by his parents and brother Hernan Garza.

He is survived by his children, Erik D. Garza and wife Claire of Spring, Texas, Jenna K. Garza, D.V.M., of Earlysville, Virginia; grandchildren, Megan Elizabeth Garza and Cullen David Garza, and sister, Flora Saenz of Edinburg.

Friends and family are invited to a service of celebration, commencing at 3:00 pm on Saturday, the 2nd of August 2014 at Legacy Funeral Home, 4610 S. Jackson Rd., in Edinburg. Immediately after the service, there will be a reception at Legacy Funeral Home.

Sign the guestbook at www.themonitor.com.

Legacy
FUNERAL HOME

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

C-14-000-00-00

THIS AGREEMENT is made as of the ____ day of, _____, 20__ by and between **HIDALGO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "County") and _____**, M.D.** (hereinafter "Physician") to serve at the pleasure of the Hidalgo County Commissioners' Court.

W I T N E S S E T H:

WHEREAS, County desires to contract with a person to provide the services necessary to act as the provider of professional medical services for the residents of the Hidalgo County Adult Detention Facility (the “Clients”) that are more specifically set forth hereinafter; and

WHEREAS, Physician has agreed to provide the services enumerated hereinafter for Hidalgo County Adult Detention Facility (the “Jail”).

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Physician agree as follows:

1. Physician agrees to provide to the Jail and its Clients the services required of Physician until replaced by Hidalgo County. These services include, but are not limited to:

   (a) Providing and maintaining a medical license under which all medical activities of the Jail employees will take place;
   (b) Providing standing delegation orders to nurse practitioners and nurses and supervising medical procedures:
   (c) Conduct physical examinations of the Clients as required by the Jail;

(d) Conducting other evaluations and tests on each client as required by the Jail;

(e) Interpreting the results of any test conducted under (b) or (c) above and submitting a written report to the Jail of the results of such tests and examinations, as required by the Jail, including but not limited to, the Radiology Tests (i.e. X-rays for all inmates) performed on Hidalgo County Inmates involving and/or subject to tuberculosis;

(f) Together with a nurse, provided at the sole cost and expense of the Jail, Physician will conduct and /or oversee Sick Call Clinics for all inmates incarcerated at the Jail who require medical services two (2) hours per day, twice a week. It will be the duty of the R.N. Supervisor and/or Infirmary Administrator to organize additional clinic visits by the Physician to follow up medications, treatments and similar requirements;

(g) Physician shall adopt and implement workplace guidelines concerning inmates with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Physician and for Clients, inmates, patients, and/or residents served by the Physician.

(h) Provides consultation, hands on treatment and other related medical services to inmates while assessing their health needs and designing treatment plans during regularly scheduled visits to the Jail Facilities;

Physician shall refer inmates to a hospital or specialty clinic for treatment and care whenever the health care required is beyond the resources available at the jail;

(j) Physician shall oversee the preparation, maintenance and submission of all records that are designated, required or prescribed be either the Jail or the Texas Commission on Jail Standards;

(k) Physician shall permit Jail and the Texas Commission on JailStandards to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time;

(l) Physician shall provide reasonable access to all records, books, reports and other data and information needed to accomplish reviews of activities, services and expenditures of the Jail;

(m) Physician will order prescription medications utilizing the approved formulary provided by the jail, unless in the best interest of the patient as is deemed by the Physician;

(n) The qualified Physician must provide and maintain a Texas Controlled Substance Registration listing the Jail's physical address in order to maintain and store/stock medications needed by the Contract Physician and Detention Infirmary Department;

2. Contractor represents that he is a licensed physician licensed by the State

of Texas and qualified to perform and execute the services provided above. If such license is suspended or revoked, this Contract shall automatically be terminated and Contractor shall immediately notify the Hidalgo County Sheriff or such suspension or revocation.

3. As consideration for the above and foregoing, County shall submit a monthly billing statement to the Jail (P.O. Box 1228, Edinburg, Texas 78540). Said statement must provide an itemized list of services rendered to the Jail during the statement period. Upon receipt of said statement, the Jail shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Contractor shall be compensated in the amount of $_____ and No/100ths Dollars ($) per month for the services provided to the Jail hereunder.

4. Contractor must comply with all applicable laws and regulations of the Jail and County policies. Notwithstanding the foregoing sentence, Contractor represents and maintains that he is not an employee of the Jail, Hidalgo County, Texas, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of Jail, Hidalgo County, Texas, and/or any agency thereof, including, but no limited to benefits associated with Hidalgo County's Civil Service Program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. The Jail and Contractor agree that either party may terminate this contract at any time for any reason or no reason at all. Contractor agrees to give County two weeks notice of his intent to terminate Contract; however, if County is unable to find a suitable replacement, Contractor agrees to continue for a period not to exceed thirty days at the same compensation stipulated in this Contract so that County may have an additional period of time to find a suitable replacement.

6. Contractor agrees to provide professional liability insurance covering his 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 County a certificate issued by the insurer that such insurance is in full force and effect.

7. Contractor may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

8. Contractor agrees to comply with the Title VI of the Civil Rights Act of 1964.

9. The term of this Contract shall be for a period of two (2) years and shall commence on **MONTH 00, 2014** and end on **MONTH 00, 2016** with the County's option to renew for two (2) one (1) year options.

12. 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, Texas
Attention: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Contractor:

_____
_____
_____

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.

DRAFT

EXECUTED and effective as of the day and year first written above.

COUNTY OF HIDALGO, TEXAS

By:_____
Ramon Garcia, County Judge

Date:

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Date:

PHYSICIAN:

By

Date:

Approved by Commissioners' Court on _____

Approved as to form:

By:_____
Atlas & Hall, LLP

Date:

DRAFT

EXHIBIT “A”
RFP/Q
REQUIREMENTS

DRAFT

EXHIBIT “B”
RFP/Q
RESPONSE

DRAFT

EXHIBIT “B1”
NEGOTIATED MONTHLY AMOUNT

DRAFT

DRAFT

EXHIBIT “C”
INSURANCE REQUIREMENTS

RFQ No: 2014-000-00-00	Buyer III: Yolanda Z. Velasquez	Tel. No: (956) 292-7000 ext. 4881

REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY-SHERIFF'S OFFICE
PROFESSIONAL PHYSICIAN SERVICES FOR INMATES

MONTH 00, 2014

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2626

LEGAL NOTICE **RFQ No.: 2014-000-00-00-YZV**

1. **Sealed Statements of Qualifications** will be received for **"Professional Physician Services for Inmates,** in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors 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 RFQ.

2. One (1) original and seven (7) copies of RFQs are required, with vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFQ No. 2014-000-00-00-YZV Professional Physician Services for Inmates Hidalgo County Sheriff's Office"** and in County's Purchasing Department, **physical address**: 2802 S. Business Hwy. 281; **mailing address**: 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 AM, Wednesday, MONTH 00, 2014. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ 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 RFQ.** Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County. **WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)292-7612 or via e-mail to: yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN** Wednesday**, MONTH 00, 2014** at 5:00 p.m. Responses will be sent to all applicants by Friday**, MONTH 00, 2014. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal 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(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 vendor, or to reject all RFQs and re-advertise.

5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.

7. Any interpretations, amendments, corrections or changes to this RFQ 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. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. County reserves the right to accept or reject any or all RFQs.

9. Costs are to be net F.O.B. destination, County Prepaid.

10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. 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 proposal 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.

12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

13. DELIVERY INSTRUCTIONS (for applicable goods and/or services):

- 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 vendor
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **" Professional Physician Services for Inmates -Hidalgo County Sheriff's Office"**
  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 Sheriff's Office
  711 E. El Cibolo Rd.
  Edinburg, Texas 78539
  (956) 383-8114

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.	**MONTH 00, 2014**
Award of Contract	_____, 2014
Commence Work or Deliver Products	_____, 2014

16. ~~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 participating firms 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 proposal, and prior to commencement of the actual work, the proposer 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.~~

17. 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 therefor 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.

18. 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 participant 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 REPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.

19. If, during the life of any contract or proposal awarded, the successful proposer'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.

20. 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.

21. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- 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.

22. Successful proposer 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 proposer'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.

23. Any contract award to a successful proposer 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.

24. 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 proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

25. Successful proposer 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 proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer 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 proposer 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 proposer'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 proposer.

26. Successful proposer 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 proposer 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.

27. 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.

28. The successful proposer 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.

29. Proposers shall provide with the proposal 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.

30. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request for Qualifications
"Professional Physician Services for Inmates - Hidalgo County Sheriff's Office

RFQ No: 2014-000-00-00-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
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 participating firm proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned participant further agrees, upon acceptance of its proposal, 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.

Participant acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Participant agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Participant: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

REQUIREMENTS

HIDALGO COUNTY

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL PHYSICIAN SERVICES FOR INMATES-HIDALGO COUNTY ADULT DETENTION FACILITY (JAIL)"

RFQ No. 2014-000-00-00-YZV

Hidalgo County will be accepting Statements of Qualifications from qualified Physician(s) to provide physician services for Hidalgo County Adult Detention Facility (Jail). The County of Hidalgo is seeking to enter into a services contract(s) with a state-registered/licensed (Texas physician(s). The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of "Physician(s) Services for the Adult Detention Facility (Jail)". Request For Qualifications" as specified herein. Statements of Qualifications will be accepted until 9:30 A.M., Wednesday, Month 00, 2014. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Deliver Submittal to:
RFQ Number: 2014-000-00-00-YZV

The Submittal Envelope/Packet Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed 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

WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)292-7612 or via e-mail to yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN Wednesday, Month 00, 2014 at 5:00 p.m. Responses will be sent to all applicants by Friday, Month 00, 2014. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.
Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. COMPLETION AND SUBMISSION OF FORM CIQ IS

THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

PROPOSER'S AFFIDAVIT: Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) 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: Submitters, 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: 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.

SUBMITTER DEFAULT: Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter 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. Any such protest or question regarding the requirements or request for qualifications/proposal procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY: Hidalgo County requires submitters, when hand delivering statements of qualifications/proposal, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS: In order to be considered, all submittals must be signed. Please sign the original in blue ink.

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of one (1) original and seven (7) copies of the RFQ shall be submitted to the address on the cover letter.

CONTENTS: The required contents for the RFQ are presented below in the order they should be incorporated into the submitted document.

PROJECT OVERVIEW:
The County of Hidalgo must provide pursuant to Texas Commission on Jail Standards provisions, Chapter 273, "Health Services", (medical, dental and health services) in accordance with the approved health services plan. These services may include, but shall not be limited to, the services of a licensed physician, professional and allied health personnel, hospital or similar service.

PHYSICIAN(S) QUALIFICATIONS-REQUIREMENTS: The County of Hidalgo is seeking to contract with a competent qualified physician(s) to provide services for the Adult Detention Facility (Jail). This section will contain the minimum requirements to qualify a competent physician(s) to provide services for the Hidalgo County Adult Detention Facility (Jail), including but not limited to the following:

- Personal Curriculum Vitae;
- Registered and licensed to practice medicine by the Texas Board of Medical Examiners. Copy of current/valid license must be included in this response;
- Must have a minimum of (5) years experience in general practice;
- Must hold and maintain a current/valid certificates by the Drug Enforcement Agency and Texas Department of Public Safety Controlled Substances Registration.
- Revocation or suspension of the Physician's medical license will be cause for immediate termination of the contract. All qualified physician(s) are required to furnish a certification or acknowledgment stating that the physician(s) is free from suspension or debarment pursuant to federal regulation 45CRF76;
- Certification form is included in this packet and must be completed and submitted as part of the response to the RFQ;
- The qualified physician(s) should provide a copy of their Professional Liability Insurance (malpractice) as well as all other applicable insurances as required by Hidalgo County and as detailed in Exhibit "C" contained herein;
- Must be or become a member of the Hidalgo County Medical Society;
- Serving on general call 24 hours a day, 7 days a week, except when out of town;
- When unavailable, physician must make all necessary arrangements for a substitute physician to perform the duties of correctional physician;
- Must provide sick call hours of four (4) hours per week at the Hidalgo County Adult Detention Facility (Jail).

Term of Agreement: The term of the agreement will be for an initial period of 2 years with the County's option to renew for an additional 2 one(1) year terms under the same rates, terms and conditions.

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 unforseen delay in award of new bid for next contract term.

All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

Required Certifications and Submittal: This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS . The qualified physician(s) should add copies of their certificate of license from the Texas Board of Medical Examiners.

SCOPE OF SERVICES: The Physician Services contract will encompass all project-related medical services to the County of Hidalgo including, but not limited to, the following:

a. Providing standing delegation orders to nurse practitioners and nurses and supervising medical procedures;
b. Conducting physical examinations of the Clients as required by the Department;
c. Conducting other evaluations and tests on each Client as required by the Department;
d. Interpreting the results of any test conducted under (b) or (c) above and submitting a written report to the Department of the results of such tests and examinations, as required by the Department including but not limit to, the Radiology tests (i.e. X-rays for all inmates) performed on Hidalgo County inmates involving and/or subject to tuberculosis;
e. Together with a nurse, provide at the sole cost and expense of the Department, will conduct and oversee Sick Call Clinics for all inmates incarcerated at the Hidalgo County Adult Detention Facility (Jail) who require medical services. It will be the duty of the R.N. Supervisor and/or Infirmary Administrator to organize additional clinic visits by the Contractor to follow up medications, treatments and similar requirements;
f. Physician(s) shall adopt and implement workplace guidelines concerning inmates with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients, and/or residents served by the Contractor.
g. Provides consultation, hands-on treatment and other related medical services to inmates while assessing their health needs and designing treatment plans during regularly scheduled visits to the Jail facilities;
h. Physician(s) shall refer inmates to a hospital or specialty clinic for treatment and care whenever the health care required is beyond the resources available in the jail;
i. Physician(s) shall oversee the preparation, maintenance and submission of all records that are designated, required or prescribed by either Department or the Texas Commission on Jail Standards;
j. Physician(s) shall permit Department and the Texas Commission on Jail Standards to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time;

k. Physician(s) shall provide reasonable access to all records, books, reports and other data and information needed to accomplish reviews of activities, services and expenditures of the Department;

l. Physician(s) will order prescription medications utilizing the approved formulary provided by the jail, unless in the best interest of the patient as is deemed by the Physician;

m. The qualified Physician(s) must provide and maintain a Texas Controlled Substance Registration Certificate listing the Adult Detention Centers' physical address in order to maintain and store/stock medications as needed by the Contract Physician(s) and Detention Infirmary Department;

n. Physician shall be responsible for making arrangements acceptable to, and at no additional expense to the county, for adequate coverage during any absence by Physician. The County, through the Sheriff of the County, shall not unreasonably withhold acceptance of any such arrangements.

o. Physician shall remain responsible for the services herein requested at all times during the term of services agreed to in this RFP. Physician may have a qualified substitute physician render services herein requested. The substitute physician must meet the qualifications-requirements as set forth in this RFP.

p. Physician must submit the name of the qualified physician to the county and make all necessary arrangements for the performance of services should Physician not be available for a period exceeding forty-eight (48) hours.

FAILURE TO PROVIDE ADEQUATE COVERAGE AS DESCRIBED HEREIN, MAY RESULT IN TERMINATION, WITHOUT PENALTY, OF ANY CONTRACT ENTERED INTO PURSUANT TO THIS RFP.

UNDERSTANDING OF THE PROJECT: This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

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. Once selected, proposer is to provide a fee proposal for the following scope of work.

PART III -SELECTION & SCHEDULES

SELECTION PROCEDURES:

RFQ submittal evaluation will be based on the criteria outlined below,

PROPOSAL RANKING: Departmental Committees will evaluate and rank the written RFQ. After the RFQ have been ranked, the department will make a recommendation to the Hidalgo County Commissioners' Court.

NEGOTIATION PROCESS: If negotiations prove unsuccessful, the next highest ranked physician will be contacted. The County of Hidalgo reserves the right to reject any and all RFQ.

TERMINATION OF SERVICES:

Any contract awarded to a qualified physician will be in effect until (a) the contract expires, (b) performance of all services ordered, or (c) terminated by County with ninety (90) day's written notice prior to cancellation.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

EVALUATION:

The evaluation system consists of a 100-point system. The physician(s) will be ranked after evaluation. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined in Exhibit "B".

EXHIBIT B
SELECTION CRITERIA

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL PHYSICIAN SERVICES FOR INMATES-HIDALGO COUNTY ADULT DETENTION FACILITY (JAIL)"

RFQ NO: 2014-000-00-00-YZV

EVALUATION CRITERIA/RFQ Evaluation Criteria

The submitter's RFQ/P will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ/P Evaluation Form."

1. Physician(s) Qualifications/Certifications/and other Credentials (30)
The physician(s) should provide information related to qualifications. The physician(s) must be registered and licensed to practice in the State of Texas. Physician(s) must provide a copy of certificate and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the services required. A list of, and scope of, similar projects for comparative purposes shall be included in an appendix.

2. Understanding the Services/Methodology (20)
The physician(s) must state the approach and/or (methodology) in achieving and rendering all services detailed and required for the "Professional Physician Services for Inmates" for Hidalgo County Adult Detention Facility (Jail). If the Physician(s) currently have an active practice, the Physician(s) must state in detail how it can comply and render all the services, and requirements detailed for the contract. Physician(s) should include any local issues or concerns that directly affect the Physician(s) understanding of the project.

3. Experience (20)
The Physician(s) meets the five (5) year practice required.

4. Ability to Commit to all Services Required (30)
The Physician(s) should provide as much background information as to it's experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

HIDALGO COUNTY ADULT DETENTION FACILITY (JAIL)
"PROFESSIONAL PHYSICIAN SERVICES FOR INMATES"
RFQ NO: 2014-000-00-00-YZV

EVALUATION FORM

Selection Criteria	Points	Score
1. Physician(s) Qualifications/Certifications/and other Credentials The Physician(s) should provide information related to qualifications. The Physician(s) must be registered and licensed to practice in the State of Texas. Physician(s) must provide a copy of certificate and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the services required. A list of, and scope of, similar projects for comparative purposes shall be included in an appendix.	**30**	_____
2. Understanding the Services/Methodology The Physician(s) must state the approach and/or (methodology) in achieving and rendering all services detailed and required for the "Professional Physician Services for Inmates for Hidalgo County Sheriff's Office. If the Physician(s) currently have an active practice, the Physician(s) must state in detail how it can comply and render all the services, and requirements detailed for the contract. Physician(s) should include any local issues or concerns that directly affect the Physician(s) understanding of the project.	**20**	_____
3. Experience The Physician(s) meets the five (5) year practice required.	**20**	_____
4. Ability to Commit to all Services Required The Physician(s) should provide as much background information as to it's experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.	**30**	_____
	Total Score	_____

Comments/Rationale For Points: _____

Comments/Rationale For Points: _____

Comments/Rationale For Points: _____

Comments/Rationale For Points: _____

Provider: _____ Date: _____

Evaluator Name: _____ Department: _____

DRAFT

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

AMENDMENT TO CONTRACT FOR SERVICES

C-14-009-04-22

THIS AMENDMENT TO THE CONTRACT FOR SERVICE C-14-009-04-22 is made as of the ____ day of, _____, 20__ by and between **HIDALGO COUNTY, TEXAS,** a political subdivision of the State of Texas (hereinafter "County") and **Dr. Marin Garza, M.D.** (hereinafter "Physician" and/or "Contractor") to serve at the pleasure of the Hidalgo County Commissioners' Court.

WITNESSETH:

WHEREAS, on or about April 22, 2014, County entered into Contract C-14-009-04-22 (Agreement) with Physician to provide professional medical services for the residents (the "Clients") of the Hidalgo County Adult Detention Facility (the "Jail");

WHEREAS, County and Physician desire to amend the Agreement as set forth herein;

NOW THEREFORE, for the purposes stated herein, County and Physician hereby agree to the following amendments to the Agreement:

1. Physician shall, for ninety (90) days hereafter, conduct and/or oversee Sick Call Clinics for an additional two (2) hours per day, twice a week for a total of eight (8) hours conducting and/or overseeing Sick Call Clinics per week for all inmates incarcerated at the Jail who require medical services.

2. Physician shall, for ninety (90) days hereafter, be compensated an additional Three Thousand Six Hundred Dollars ($3,600) per month for the two additional Sick Call Clinics.

3. Upon the expiration of ninety (90) days, the terms as amended by paragraphs 1 and 2 above shall expire and revert back to the terms as agreed upon in the original Agreement.

4. Physician shall be responsible for making arrangements acceptable to, and at no additional expense to the County, for adequate coverage during any absence by Physician. The County, by and through the Sheriff of the County, shall not unreasonably withhold acceptance of any such arrangements. Physician shall remain responsible for the service at all times during the term of this Agreement as Amended. The Parties agree that the Physician may have a qualified substitute physician render the services. Physician must submit the name of the qualified physician to the County and make all necessary arrangements for the performance of services should Physician not be available for a period exceeding forty-eight (48) hours. **FAILURE TO PROVIDE ADEQUATE COVERAGE AS**

DESCRIBED HEREIN IS AN EVENT FOR WHICH THIS AGREEMENT MAY BE IMMEDIATELY TERMINATED WITHOUT PENALTY. While this Agreement as Amended allows for a qualified substitute physician to render the services, it is not the intent of the parties to have another physician other than Physician perform the services on a regular basis. Any abuse of this substitute physician provision by Physician, upon reasonable determination by the Sheriff of County, shall result in the County having sole discretion to terminate this agreement effective immediately. The Substitute physician must meet the qualifications-requirements as set forth in the RFP/Q.

5. Except as modified herein, all terms and conditions of the original Agreement, as amended, remain in full force and effect and County and Physician ratify and confirm the terms and provisions of the Agreement as amended.

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

COUNTY OF HIDALGO, TEXAS

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

PHYSICIAN:

_____
Name:

Approved by Commissioners Court on: _____

Approved as to form:

Office of Criminal District Attorney
Rene Guerra

By: _____
Name:
Assistant District Attorney

Zimbra **yolanda.velasquez@co.hidalgo.tx.us**

Amendment to Contract for Physician-Revised

From : Michael Garza <michael.garza@da.co.hidalgo.tx.us>
Wed, Aug 20, 2014 01:42 PM
1 attachment

Subject : Amendment to Contract for Physician-Revised

To : 'Yolanda Velasquez' <yolanda.velasquez@co.hidalgo.tx.us>

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

Yolanda,

Attached is the Amendment to the Contract for Physician. It is approved as to form.

Please let me know if you have any questions or concerns.

Amendment to Contract for Physician-Revised.docx
14 KB

AI-46061 **Closed Session 23. C.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-13-0827-F; Jose Alaniz and Rosalinda Alaniz v. County of Hidalgo

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/19/2014 11:01 AM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Monica Badillo Started On: 08/18/2014 04:02 PM

Final Approval Date: 08/21/2014

AI-46111 **Closed Session 23. D.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-6615-14-H; Jose Luis Perez v. Hidalgo County Constable Pct. 4 J.E. Eddie Guerra and Juan J. Ramos dba El Valle Warehouse

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/21/2014 11:26 AM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Monica Badillo Started On: 08/21/2014 09:55 AM

Final Approval Date: 08/21/2014

AI-46125 **Closed Session 23. E.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Potential Claim of Michael R. Calvillo and Rosa Rivera, et.al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/21/2014 03:09 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Monica Badillo Started On: 08/21/2014 02:26 PM

Final Approval Date: 08/21/2014

AI-46027 **Closed Session 23. F.**

CC - REGULAR

Meeting Date: 08/25/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Karina Bocanegra

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/15/2014 02:46 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Aida Alvarez Started On: 08/15/2014 02:04 PM

Final Approval Date: 08/21/2014

AI-46078 **Closed Session 23. G.**

CC - REGULAR

Meeting Date: 08/25/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Rosa Rivera

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/20/2014 10:44 AM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Aida Alvarez Started On: 08/20/2014 09:05 AM

Final Approval Date: 08/21/2014

AI-46080 **Closed Session 23. H.**

CC - REGULAR

Meeting Date: 08/25/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Idalia Ortiz

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/20/2014 10:45 AM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Aida Alvarez Started On: 08/20/2014 09:07 AM

Final Approval Date: 08/21/2014

AI-46087 **Closed Session 23. I.**

CC - REGULAR

Meeting Date: 08/25/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Allstate Insurance Company

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/20/2014 04:38 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Aida Alvarez Started On: 08/20/2014 11:32 AM

Final Approval Date: 08/21/2014

AI-46029 **Closed Session 23. J.**

CC - REGULAR

Meeting Date: 08/25/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Hidalgo County v. Rebekah M. Rodriguez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/15/2014 02:55 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Aida Alvarez Started On: 08/15/2014 02:08 PM

Final Approval Date: 08/21/2014

AI-46032 **Closed Session 23. K.**

CC - REGULAR

Meeting Date: 08/25/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Hidalgo County v. Isabel Victoria Azamar & David Jonathan Lara

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/15/2014 03:14 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Aida Alvarez Started On: 08/15/2014 02:18 PM

Final Approval Date: 08/21/2014

AI-46062 **Open Session 24. C.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

CL-13-0827-F; Jose Alaniz and Rosalinda Alaniz v. County of Hidalgo

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/19/2014 11:01 AM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Monica Badillo Started On: 08/18/2014 04:03 PM

Final Approval Date: 08/21/2014

AI-46112 **Open Session 24. D.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-6615-14-H; Jose Luis Perez v. Hidalgo County Constable Pct. 4 J.E. Eddie Guerra and Juan J. Ramos dba El Valle Warehouse

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/21/2014 11:26 AM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Monica Badillo Started On: 08/21/2014 09:56 AM

Final Approval Date: 08/21/2014

AI-46126 **Open Session 24. E.**

CC - REGULAR

Meeting Date: 08/25/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Potential Claim of Michael R. Calvillo and Rosa Rivera, et.al

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/21/2014 03:09 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Monica Badillo Started On: 08/21/2014 02:30 PM

Final Approval Date: 08/21/2014

AI-46028 **Open Session 24. F.**

CC - REGULAR

Meeting Date: 08/25/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Karina Bocanegra

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/15/2014 02:52 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Aida Alvarez Started On: 08/15/2014 02:05 PM

Final Approval Date: 08/21/2014

AI-46079 **Open Session 24. G.**

CC - REGULAR

Meeting Date: 08/25/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Rosa Rivera

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/20/2014 10:45 AM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Aida Alvarez Started On: 08/20/2014 09:06 AM

Final Approval Date: 08/21/2014

AI-46081 **Open Session 24. H.**

CC - REGULAR

Meeting Date: 08/25/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Idalia Ortiz

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/20/2014 10:45 AM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Aida Alvarez Started On: 08/20/2014 09:09 AM

Final Approval Date: 08/21/2014

AI-46088 **Open Session 24. I.**

CC - REGULAR

Meeting Date: 08/25/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Allstate Insurance Company

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/20/2014 04:37 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Aida Alvarez Started On: 08/20/2014 11:34 AM

Final Approval Date: 08/21/2014

AI-46030 **Open Session 24. J.**

CC - REGULAR

Meeting Date: 08/25/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Hidalgo County v. Rebekah M. Rodriguez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/15/2014 03:00 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Aida Alvarez Started On: 08/15/2014 02:09 PM

Final Approval Date: 08/21/2014

AI-46033 **Open Session 24. K.**

CC - REGULAR

Meeting Date: 08/25/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Hidalgo County v. Isabel Victoria Azamar & David Jonathan Lara

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	08/15/2014 03:21 PM
Purchasing Department	Monica Badillo	08/21/2014 05:39 PM

Form Started By: Aida Alvarez Started On: 08/15/2014 02:22 PM

Final Approval Date: 08/21/2014