AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
October 14, 2014
9:30 A.M.

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

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Open Forum**

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

A. **AI-46962**
1. Acceptance of resignation of J.P. Pct. 3, Pl. 2, Jose Ismael "Melo" Ochoa
2. Appointment to fill vacancy of J.P. Pct. 3, Pl. 2
3. Approval of Official's Bond
4. Administer Oath of Office

B. **AI-46815** Proclamation declaring October 2014 as Domestic Violence Awareness Month in Hidalgo Coun

C. **AI-46816** Proclamation declaring October 2014 as National Breast Cancer Awareness Month in Hidalgo County

D. **AI-46900** Presentation by Dr. Francisco Guajardo in observance of Hispanic Heritage Month.

E. **AI-46801** Discussion, consideration, and action on letter regarding increased access to healthcare coverage all Texans.

F. **AI-46957** Discussion and consideration regarding the Hidalgo County Legislative Agenda for the upcomin 84th Legislative Session

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

A.
1. Requesting exemption from competitive bidding requirements under the Texas Local Governr 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

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B. Presentation for discussion, consideration and action (if necessary) including, but not limited to t 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-46777** 1. Public hearing to discuss the deregulation of the application of herbicides for a portion of Hid County.
2. Approval and Adoption of Order to deregulate a portion of Hidalgo County as it relates to the application of herbicides, in accordance with Texas Agriculture Code §76.144.

D. **AI-46868** Approval to accept settlement check from Texas Farm Bureau Casualty Insurance Company in t amount of $11,238.75 to settle auto accident with County vehicle. (Constable Precinct 1)

8. **Sheriff's Office:**

A. **AI-46759** Operation Stonegarden (1284):
Authorization and approval to de-obligate $19,436.78 of Sheriff's Office Operation Stonegarden 2013 overtime/fringe/mileage funds and allocate to Constable Pct. 2.

B. **AI-46884** Sheriff's Office - OCDETF (1284)
1. Approval of Organized Crime Drug Enforcement Task Forces (OCDETF) Agreement betwee Hidalgo County Sheriff's Office and the Drug Enforcement Administration McAllen District Office/Houston Division Office OCDETF Strike Force Group D-81.
2. Approval of Certification of Revenues as certified by the County Auditor for the OCDETF Gr Contract.
3. Approval to appropriate OCDETF Grant Award in the amount of $15,800.00(in reference to Investigation Number SW-TXS-0968).

C. **AI-46969** Pursuant to Hidalgo County Cellular Telephone Policy (AT&T, DIR-SDD-1777), presentation f consideration, acceptance and approval of Cellular Phone Request Form (Data Connect Card Request) for the following:

Approval for requisition #265175 for 20 DataConnect cards ($37.99 each per month)

9. **Constables:**

A. **AI-46783** Constable Pct. #2 OPSG - (1284):
Authorization and approval to appropriate $19,436.78 of Sheriff's Office Operation Stonegarden 2013 overtime/fringe/mileage funds and allocate to Constable Pct. 2.

B. **AI-46828** Constable Pct. 3 - Texas 1033 Surplus Program:
1. Discussion, consideration, and approval for Constable Precinct 3 to apply for Texas 1033 Surp Program.
2. Authorization and approval for County Judge, as authorized official, to sign required documer
3. Authorization and approval to participate, select and receive equipment under Texas 1033 Sur Program, with selection list to be submitted prior to receipt.

C. **AI-46792** Constable Pct. 4 (1284)
Approval to appropriate Operation Stonegarden Grant funds transferred by the Sheriff's Office for mileage in the amount of $6,000.00. (Federal Grant Award#EMW-2013-SS-00045; SSA Aw 13-SR-48215-01 Grant Period: 9/1/2013 to 2/28/2015)

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D. **AI-46845** Constable Precinct No. 4:
Discussion, consideration, and approval to appoint Armando Rivas as a Deputy Constable by Constable A. "J.R." Gaitan, Constable Precinct 4 in accordance with Texas Local Government C Section 86.011.

10. **Justices of the Peace:**

A. **AI-46764** J.P. Pct. #5, Pl. 1 - E. "Speedy" Jackson:
Approval of the following expenses in accordance with Exiting Officials Expenditure Policy:

Vendor	Amount	Item	Purpose of Expense
TJCT	$150.00	Registration	2014-2015 Texas Justice Court Training Seminar (11/16/2014-11/19/2014)
Judge Espiridion Jackson	$438.83	Mileage	2014-2015 Texas Justice Court Training Seminar (11/16/2014-11/19/2
Judge Espiridion Jackson	$188.03	Lodging	The San Luis Hotel Galveston, Texas
Judge Espiridion Jackson	$156.00	Meals	2014-2015 Texas Justice Court Training Seminar
Total:	$932.86		

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

A. **AI-46663** Precinct #4 - Drainage Improvement Project (1200):
1. Approval to delete one (1) full time position and create one (1) full time position as follows:

Action	*Dept/Program*	*Slot#*	*Position Title*	*Actual/Propose Budgeted Sala*
Delete	124-036	0033	Maintenance V	$30,503.00
Create	124-036	0034	Heavy Equipment Operator II	$30,503.00

2. Approval of revised salary schedule.

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

A. **AI-46820** 1. Requesting approval to accept the Preparedness and Prevention Community Preparedness Se grant contract #2015-047253-001 in the amount of $140,730.00 for the period of 10/01/2014 to 06/30/2015.
2. Requesting approval for County Judge to sign the Certification Regarding Lobbying statemer
3. Requesting approval for County Judge to sign the Fiscal Federal Funding and Transparency A Certification.
4. Requesting approval of the Certification of Revenue in the amount of $127,937.00.
5. Requesting approval of the budget appropriation in the amount of $127,937.00 in grant funds $12,793.00 in local match funds.

B. **AI-46814** 1. Requesting approval to accept the Health Promotions & Chronic Disease Prevention grant co #2015-047239-001 in the amount of $50,000.00 for the period of 10/01/2014 to 09/30/2015.
2. Requesting approval for County Judge to sign the Fiscal Federal Funding Accountability and Transparency Act Certification.
3. Requesting approval of the Certification of Revenue in the amount of $50,000.00.
4. Requesting approval of the budget appropriation in the amount of $50,000.00.

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C. **AI-46761** Requesting approval of the Amendment to the Interlocal Cooperation Agreement with Donna Independent School District. The Amendment will change the food handler classes fee from $1(per employee per year to $20.00 per employee for every two years.

D. **AI-46756** 1. Requesting approval of the Certification of Revenue by County Auditor in the amount of $77,071.60. Funds are from the Health & Human Services Commission - Medicaid Administrat Claiming reimbursement.
2. Requesting approval to appropriate the MAC budget in the amount of $77,071.60.

E. **AI-46664** 1. Public Hearing, at 10:30 am, to consider public comments concerning the amount of mandato payments required to be paid by paying hospitals for fiscal year 2015 and how the revenue deriv from those payments is to be spent.
2. Consideration and possible approval of mandatory payment to be assessed quarterly by the Hidalgo County Health Care Funding District on the net patient revenue of an institutional healtl care provider and how the revenue derived from those payments is to be spent.
3. Consideration and possible approval for the Hidalgo County Tax Accessor/Collector to collec mandatory payment required by Hidalgo County Health Care Funding District.
4. Consideration and approval to assess mandatory payment annual rate of 2.5300%.
5. Consideration and approval to set quarterly assessment dates.(November 30, 2014, February 2 2015, May 31, 2015 and August 31, 2015)

F. **AI-46739** 1. Requesting approval to accept the supplies conveyed by the Texas Department of State Healtl Services for the John Austin Pena Center.
2. Requesting approval to accept the equipment conveyed by the Texas Department of State Hea Services for the John Austin Pena Center.
3. Requesting approval to accept the appraisal of the John Austin Pena Center as appraised by tl Hidalgo County Appraisal District.

G. **Health Care Funding District:**

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

H. **Indigent Health Care Program:**

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

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

A. **AI-46800** Veterans Court Grant (1289):
1. Approval to accept the Veterans Court grant award from the Office of the Governor (Criminal Justice Division) in the amount of $92,481.97 for the grant period of 9/01/2014 through 8/31/20
2. Approval of certification of revenues as approved by the County Auditor's Office for the Vete Court grant.
3. Approval of appropriation of funds in the amount of $92,481.97.

DWI Court Grant (1289)/DA's (1100):
1. Approval to accept the DWI Court grant award from the Office of the Governor (Criminal Jus Division) in the amount of $157,101.12 for the grant period of 9/01/2014 through 8/31/2015.
2. Approval of certification of revenues as approved by the County Auditor's Office for the DWI Court grant.
3. Approval of appropriation of funds in the amount of $157,101.12.
4. Approval to authorize a decrease in supplemental pay allowance for the following employee:

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Department	Slot No.	Employee No.	Position Title	Current Allow. Amount	Proposed Allo Amount
Crim. DA (1100)	0026	127531	Assistant D.A. IV	$9,837.00	$9,814.00

5. Approval of Revised Crim. DA Salary Schedule.

Re Entry Court Grant (1289)/DA's (1100):
1. Ratification of application for a Re Entry Court Program grant from the Office of the Governc
2. Approval to accept the Re Entry Court grant award from the Office of the Governor (Criminal Justice Division) in the amount of $150,000.00 for the grant period of 9/01/2014 through 8/31/2(
3. Approval of Resolution to designate the authorized official for the grant.
4. Approval of certification of revenues as approved by the County Auditor's Office for the Re E Court grant.
5. Approval of appropriation of funds in the amount of $150,000.00.
6. Approval to authorize supplemental pay allowance to the following employee:

Department	Slot No.	Employee No.	Position Title	Current Allow. Amount	Proposed Allo Amount
Crim. DA (1100)	0013	77917	Assistant DA IV	-0-	$9,752.00

7. Approval of interdepartmental transfer.
8. Approval of Revised Crim. DA Salary Schedule.

14. Emergency Management:

A. AI-46842 1. Requesting authority for Hidalgo County Emergency Management to submit a letter of reques the Texas State Hazard Mitigation Section- Texas Division of Emergency Management-Texas Department of Public Safety for an extension of the Texas Safe Shelter Initiative-Safe Room Pro Hazard Mitigation Grant Program #DR-1791-331 for an additional twelve months to complete th project.

2. Request for approval for the County Judge to sign the required documentation.

15. Urban County - Diana Serna:

A. AI-46920 1. Requesting acceptance and approval of Work Authorization No. 1 for contract between Hidalg County and Millennium Engineers Group Inc. under Agreement # C-14-309-09-09 (with an estimated cost of $2,972.00) for construction materials engineering and testing services for Sunset/Sunrise Park Improvements Project utilizing UCP – Precinct No. 1, FY 21 (2008) Park, Recreational Facilities funds.

2. Requesting authorization for County Judge to sign the required documents.

B. AI-46922 1. Requesting acceptance and approval of Work Authorization No. 2 for contract between Hidalgo County and Millennium Engineers Group Inc. under Agreement # C-14-309-0((with an estimated cost of $13,170.00) for construction materials engineering and testing service Old La Blanca Road (from Mile 9 Road to Mile 10 Road), utilizing UCP – Precinct No. 1, FY 2((2014) Street Improvement funds.

2. Requesting authorization for County Judge to sign the required documents.





C. **AI-46901** Approval of land acquisition of **Parcel #1** for the **Delta Area Connector/ East Lateral Project (GLO 12-406-000-6453/DRS 210068).**

D. **AI-46654** 1. Requesting approval to execute the FY 2013 HOME/CHDO Agreement between the Urban County Program and Proyecto Azteca in the amount of $300,000

2. Requesting approval to execute the FY 2014 HOME/CHDO Agreement between the Urban County Program and Proyecto Azteca in the amount of $400,000

E. **AI-46657** 1. Requesting approval to execute the FY 2013 HOME/CHDO Agreement between the Urban County Program and the Affordable Homes of South Texas, Inc. (AHSTI) in the amount of $10(

2. Requesting approval to execute the FY 2014 HOME/CHDO Agreement between the Urban County Program and the Affordable Homes of South Texas, Inc. (AHSTI) in the amount of $250,000

F. **AI-46757** Urban County Program on behalf of **Precinct No. 1** is requesting authority to purchase picnic tal for the Sunrise and Sunset Park through Hidalgo County's membership and participation with Bu Board approved vendor **The Playwell Group** (contract # 423-13) in the amount of **$10,035.28** (quote attached hereto) to include shipping fees. Precinct No. 1 UCP **Year 21 (2008)** Park, Recreational Facilities funds will be utilized.

G. **AI-46819** The Urban County Program on behalf of the **City of San Juan**, is requesting consideration and action to award and enter into a construction contract with **Texas Cordia Construction, LLC**. in amount of **$415,987.00. Year 26 (2013)** UCP funds and City of San Juan General Funds will als utilized for this contract.

H. **AI-46861** The Urban County Program on behalf of the **City of Peñitas** is requesting approval and award o best and final negotiated contract with **Alcocer Garcia Associates, Inc.**, in the amount of **$ 32,960.00** utilizing **CDBG Fiscal Years 15 & 22-26 (2002, & 2009-2013) Parks, Recreational Facility Improvements funds.**

I. **AI-46839** The Urban County Program on behalf of the **City of Peñitas** is requesting approval and award o best and final negotiated contract with **South Texas Infrastructure** Group in the amount of **$ 24,483.00** utilizing **CDBG FY (2013) Street Improvements funds (Peñitas Street & Pike Avenue).**

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

A. **AI-46754** Approval of Full Contract for Election Services between Hidalgo County and the Hidalgo Independent School District for their election to be held on November 4, 2014.

B. **AI-46752** Approval of Full Contract for Election Services between Hidalgo County and the Donna Indepen School District for their election to be held on November 4, 2014.

C. **AI-46755** Approval of Full Contract for Election Services between Hidalgo County and the City of Weslac for their election to be held on November 4, 2014.

17. **TX. Agri-Life Extension Services:**

A. **AI-46846** Texas AgriLife Extension Service:
Approval to amend the employment commencement date for employee Joanne Ureste from Octo 23, 2014 to October 15, 2014.

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

A. **AI-46869** Discussion/Approval of Budget Amendment 2014

B. **AI-46665** Discussion, Approval and Appointment of One (1) Community Representative by Each Member the Commissioners' Court to Serve on the Hidalgo County Head Start Program Policy Council, f One (1) Year Term According to 45CFR Chapter XIII, 1304.50(b)(1)-(b)(7) Beginning October 2014 Pending Appointment of Community Representatives: Judge Ramon Garcia, Commissione A.C. Cuellar, Jr., Precinct 1 and Commissioner Joseph Palacios, Precinct 4

19. **WIC - Norma Longoria:**

A. **AI-46840** WIC (1292):
Requesting approval to process payment to the City of Roma in the amount of $200.00, for the deposit of the commercial water account for the Roma WIC Clinic, 2891 E. Grant, Roma Texas, with the authority for County Treasurer to issue check after review and processing procedures ar completed by County Auditor.

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

A. **AI-46687** 1. Reimbursement of Financial Guarantee
a. Flamingo Ranches Subdivision – Pct. 4 (BIC Development Corp.)
b. Palace Station Ph. 2 Subdivision – Pct. 4 (Garco, Ltd)
c. Falcon's Nest Phase I Subdivision – Pct. 1 (Garco, Ltd)
d. Bally's Estates Subdivision – Pct. 4 (Garco, Ltd.)
e. MGM Grand Ranches Phase I Subdivision – Pct. 4 (Garco, Ltd)
f. Haddonfield Subdivision No. 2 – Pct. 4 (BIC Investments)
g. Mirage Ranches Subdivision – Pct. 4 (BIC Development Corp.)
h. Aria Ranches Subdivision – Pct. 4 (GR Inversions, LLC)
i. Sendero Trails No. 2 Subdivision – Pct. 4 (Megaware Corp)
j. Vista Ridge Acres No. 1 Subdivision – Pct. 4 (J & DMC Properties, LLC)

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

A. **AI-46811** Proclamation declaring October 13-17, 2014 as Rudy Silva Safe Zone Initiative Week

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

A. **AI-46959** Appointment of board member to the Tropical Texas Behavioral Center Board of Trustees for a year term, effective Oct. 14, 2014.

B. **AI-46887** 1. Approval of Interlocal Agreement between the City of San Juan and the County of Hidalgo, Texas, for the reconstruction/improvement of 5 roads in the City of San Juan described in Exhib attached.
2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of th interlocal cooperation agreement project(s) to reconstruct/improve Cesar Chavez Road (from FM 495 North approx 1,280 LF), Moore Road (from "I" Road East approx 1,260 LF), Sioux Road (f "I" Rd to approx 3500 LF East of Raul Longoria Rd), El Dora Road (from"I" Rd to approximate 3500 LF east of Raul Longoria Rd., and Nolana Loop (from Raul Longoria Rd to Cesar Chavez

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

A. **AI-46882** Approval of Interlocal Agreement between Hidalgo County and the City of Granjeno.

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

A. **AI-46918** 1. Approval of Interlocal Cooperation Agreement between the County of Hidalgo and Edinburg CISD (to construct a public park known as Brewster Park).

2. Approval of ICA project in accordance with Texas Government Code 791.014.

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

A. **AI-46961** Discussion, consideration and possible action on funding request by Valley Initiative for Development and Advancement (VIDA)

B. **AI-46862** 1. Presentation by Alamo Insurance Group, the County's health insurance consultant
2. Approval of Employee premiums for 2015 Employee Medical Benefit Plans.
3. Discussion and possible action to amend the County's medical plan to allow retirees to contir medical plan benefits upon retirement.

C. **Budget Appropriations:**

1. **AI-46946** Tx Agrilife Extension Service (1302)
Approval of 2014 appropriation of funds for Tx. Agrilife Extension Service in the amount of $3,056.38 to fund the purchase of a replacement vehicle.

26. **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 COUN 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 T COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **Hidalgo County**

1. **AI-46921** A. Presentation of scoring grid (for the purposes of ranking by CC) of the responses received, graded and evaluated in connection with RFP No. 2014-344-07-17-YSS "Professional Architect Consulting Services-Design & Construction of Court House & Judicial Buildings" of existing Schematic Designs for the construction a new Hidalgo County Courthouse, in order to proceed forward with the negotiation portion of the procurement process;

B. Requesting authority for Purchasing Department to enter into negotiations commencing with number one (1) ranked firm of _____for: Professional Architectural Consulting Services-Design & Construction of Court House & Judicial Buildings for existing Schematic Designs for the construction of a new Hidalgo County Courthouse.

2. **AI-46805** Acceptance of donation of computers and monitors (as further described/detailed in Exhibit A) b the Hidalgo County Appraisal District (through correspondence attached) to Hidalgo County including all supporting documentation applicable.

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3. **AI-46830** A. Requesting approval to declare the items listed in Exhibit "A" (attached herein), office furnitu equipment and vehicles as "Surplus" for the purpose of sale through auction (scheduled for 11-05-2014) in accordance with Texas Local Government Code 263.152 (a)(1); AND, in the eve "NO BIDS" received,

   B. Pursuant to Texas Local Government Code, 263.151(1) and/or 263.152(a)(3), Commissioners Court proceed to:'...order any of the property to be destroyed or otherwise disposed of as worthle in as much as the sale of said items CC undertook to sell (under Subsection (1) at auction on 11-05-2014 resulted in no bids were received;

   C. Requesting authority to publish advertisement for the auction of surplus equipment and vehic scheduled for 11-05-2014, including but not limited to Seized, Abandoned and Unclaimed Prope or additional and/or necessary auctions.

4. **AI-46272** Presentation, for the purpose of award by CC to the sole responsible vendor submitting the best a lowest bid (as detailed in tabulation sheet contained herein) and meeting all specifications and/or requirements including approval of contract for Request for Bid titled: Hidalgo County- Pick up Used Oil-Filters and Anti-Freeze" through project No.: 2014-313-08-20-SGS.

5. **AI-46730** A. Requesting exemption from competitive procurement requirements under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software;

   B. Approval to purchase through POs and agreement(s) (if applicable) for "On-line Research Services" with Lexis Nexis including, but not limited to, the following Hidalgo County department(s):

   1. Law Library
   2. Constables

B. Pct. 1

1. **AI-46902** A. Action to rescind action taken on 08/12/2014 (AI-45877) and cancel PO #713360 in the amou of $27,911.00 issued to CoNo Creative Concepts, Inc., inasmuch as Roll Off Containers did not Quality Assurance Standards;

   B. Requesting approval to purchase (6) Roll Off Containers to Wastequip Mfg Co. LLC meeting specifications and/or requirements through the County's membership/participation with Buy-Boa (TASB) awarded vendor (Contract #425-13) in the amount of $28,370.00 which includes deliver shipping and any other appurtenances as may be needed for use by Pct. #1 for Landfill disposal purposes. (Project #14-318-OGG)

C. Pct. 2

1. **AI-46924** A. Recommendation by project engineer Raul Sesin, P.E., Hidalgo County Planning Dept., for HCCC to award to the responsible vendor submitting the lowest/best bid meeting all specifications/requirements for Hidalgo County Precinct No. 2: "Equipment and Maintenance Facility On-Site Civil Improvements Concrete Work"-RFB No. 2014-353-10-08-MSS." to RDH and Concrete, LLC, in the total amount of $75,549.90;

   B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee (historically Raul Silguero unless otherwise changed by Comm.) to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS and in no event to exceed the Change Order's statutory limits...'. The original contract price may not be decreased by 18 % or more without the consent of the contrac

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2. **AI-46952** Acceptance and approval of the construction contract documents for Hidalgo County Precinct N "Road Runner Subdivision Paving & Drainage Improvements Project" (CC award action AI-464 9/15/14) to Texas Cordia Construction, LLC, in the total amount $405,928.00, subject to legal counsel's final review and approval w/Contract# C-14-285-09-15.

3. **AI-46803** Acceptance of a donation of asset/vehicle (as further described/detailed in Exhibit A attached he by the Hidalgo County Urban County Program for transfer to Precinct #2 with all other applicab documentation included.

4. **AI-46875** Requesting acceptance and approval of Work Authorization No. 5 (with an estimated cost of $27,681.00) as submitted by R. Gutierrez Engineering Corporation, Contract No. C-14-085-04-0 provide preliminary engineering, topographic surveying, final design and construction plans development, construction management and support for the improvements to Pct 2's Lopezville I Project.

5. **AI-46905** Requesting acceptance and approval of Work Authorization No. 6 (with an estimated cost of $3,350.00) as submitted by R. Gutierrez Engineering Corporation, Contract No. C-14-085-04-08 provide services for the developing of a survey plat and metes and bounds for a detention pond t located north of the Pct 2 Mult-purpose Complex on Hall Acres Road.

D. Pct. 3

1. **AI-46808** Approval to execute a lease of land agreement (as approved as a Sole Source on CC 12/20/11), v Jose Ramirez, Jr., for the purposes of landfill access at "Penitas Landfill"under TCEQ Permit No MSW 1727 for the residents residing in areas outside the ETJ of cities in Precinct No. 3.

E. Pct. 4

1. **AI-46936** A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional engineering services.

   B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evalua through the County's approved "pool" of professional engineering services for Pct No.4 "ON CA SERVICES".

totals	Dos Logistics, Inc	Le Fevre Engineering	LNV
scores	99	96	95
Ranking			

   C. Authority for the Purchasing Department to negotiate a professional contract with the No. 1 ranked firm _____for professional engineering services for Pct No.4 "ON CA SERVICES".

2. **AI-46927** A. Requesting exemption from competitive bidding requirements under the Texas Local Govern Code, Section 262.024 (A) (4) a professional engineering services;

   B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evalua through the County's approved "pool" of professional surveying services for Pct No.4 "ON CAI SERVICES";

Totals	Dos Land surveying	Arranda & Associates	ROW Surveying Services
scores	98	96	96

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Ranking			

C. Authority for the Purchasing Department to negotiate a professional contract with the No. 1 ranked firm _____for surveying services for Pct No.4 “ON CALL SERVICE

3. AI-46923 A. Requesting exemption from competitive bidding requirements under the Texas Local Govern Code, Section 262.024 (A) (4) a professional service;

B. Presentation of scoring grid for the purpose of CC ranking the sole member of the County’s approved “pool” of professional review appraisal services providers as qualified to continue to th next step of the process (on an as needed basis) for Precinct No. 4;

Evaluators HLH Appraisal Services
Score 100
Ranking

C. Authority for the Purchasing Department to negotiate a professional (review appraisal service contract with the sole "qualified" firm of _____ for: the provision of professional review appraisal services, for (on an as needed basis) for Precinct No. 4.

4. AI-46270 Presentation for the purpose of award by CC, multiple responsible vendors submitting the lowes and best bids (as detailed in tabulation sheet contained herein) and meeting all specifications and requirements including approval of contract(s) for Request for Bids titled: Hidalgo County Preci 1- "Aggregate Limestone Grade 4" through project No.: 2014-275-08-13-SGS.

5. AI-46955 Acceptance and approval of "Closing Documents" (as identified and attached here and prepared legal counsel) for land exchange for Hidalgo County with Guerra Brothers (Master Partnership) including authority for County Judge to execute applicable documents.

F. WIC

1. AI-46383 Presentation of sole bid received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of Lease Agreement fo Request for Bid titled: Hidalgo County WIC Program-"Lease of Office Space-City of Alamo" through project No.: 2014-314-09-03-SMA.

2. AI-46881 As presented through WIC Program, requesting CC accept and approve:

A. Invoice #4184 ($1,432.00 & $358.00) identified/attached & detailed herein from Travel Adv in connection with travel taken in September 2014;

B. Final Travel Expense reimbursement for the following WIC Program Director & Staff in connection with travel taken in October:

1. N. Longoria - $78.00
2. Esther Carrizales - $78.00
3. Diana Cardona - $156.00

for which no requisitions was submitted nor POs processed including authority for County Treas to issue payments/checks after all Auditor processing procedures completed.

G. Sheriff's Office



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1. **AI-46750** Acceptance and approval to execute the final form of a Professional Construction Management Agreement with Prodigy Construction Management LLC, for: "The Roof/AC Unit(s) Repairs an Replacement of Hidalgo County's Adult Detention Facility and Law Enforcement Center (as approved for negotiations on CC 9/9/14).

H. **District Attorney**

1. **AI-46809** A. Requesting that HCCC take action to declare as "surplus" for the purpose of destruction, three Hard Drives (with no value and as further detailed in documentation and Exhibit A attached);

B. Requesting authorization to remove said assets from Hidalgo County Inventory List.

27. **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-46871** Civil Action No. 7:13-cv-00262; Ezequiel C. Jurado, et al v Guadalupe Trevino, Sheriff of Hidal County & Hidalgo County

D. **AI-46877** C-4507-13-F; Reynaldo Ybarra v. County of Hidalgo

E. **AI-46941** C-7758-14-C; Eugenia Andrade v. Hidalgo County

F. **AI-46776** Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 5 Texas Government Code, Section 551.087: Project Industrial - Tax Abatement.

G. **AI-46806** Claim of Lucinda Martinez

H. **AI-46859** Claim of Jacob Garcia

I. **AI-46893** Claim of Silvia Perez-Armendariz

J. **AI-46938** Claim of Sergio Valdez

28. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-46870** Civil Action No. 7:13-cv-00262; Ezequiel C. Jurado, et al v Guadalupe Trevino, Sheriff of Hidal County & Hidalgo County

D. **AI-46878** C-4507-13-F; Reynaldo Ybarra v. County of Hidalgo

E. **AI-46942** C-7758-14-C; Eugenia Andrade v. Hidalgo County

F. **AI-46774** Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 5 Texas Government Code, Section 551.087: Project Industrial - Tax Abatement.

d/or

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551,

G. **AI-46807** Claim of Lucinda Martinez

H. **AI-46860** Claim of Jacob Garcia

I. **AI-46894** Claim of Silvia Perez-Armendariz

J. **AI-46939** Claim of Sergio Valdez

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

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

31. **Adjourn**

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AI-46962 **County Judge's Office 6. A.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Acceptance of resignation of J.P. Pct. 3, Pl. 2, Jose Ismael "Melo" Ochoa
2. Appointment to fill vacancy of J.P. Pct. 3, Pl. 2
3. Approval of Official's Bond
4. Administer Oath of Office

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	10/10/2014 04:22 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Monica Badillo Started On: 10/10/2014

Final Approval Date: 10/10/2014

AI-46815 **County Judge's Office 6. B.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Proclamation declaring October 2014 as Domestic Violence Awareness Month in Hidalgo County

BACKGROUND

Attachments

PROCLAMATION

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/02/2014 04:55 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Monica Badillo Started On: 10/02/2014 04:17 PM

Final Approval Date: 10/10/2014

PROCLAMATION DECLARING OCTOBER 2014 AS DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, homes should be a place of warmth, unconditional love, tranquility, security, and for most of us, home and family can indeed be counted among our greatest blessings. Tragically, for many Americans, these are blessings that are tarnished by violence and fear; and

WHEREAS, domestic violence is more than just the occasional family dispute; almost three women are killed by their husbands or boyfriends in Texas every week; and

WHEREAS, women are not the only targets; children and the elderly can also be victims of domestic violence and, sadly, emotional scars are often permanent; and

WHEREAS, a coalition of organizations has emerged to directly confront the crisis. Law Enforcement officials; those involved with shelters and hotline services; healthcare providers; clergy; and other concerned citizens are helping in the efforts to end domestic violence; and

WHEREAS, the County of Hidalgo commends the numerous volunteers and professionals and joins in efforts to increase public understanding of this important problem.

NOW, THEREFORE BE IT RESOLVED, that the Hidalgo County Commissioners Court hereby proclaims the month of October 2014 as Domestic Violence Awareness Month in Hidalgo County.

Approved this 14th day of October, 2014.

RAMON GARCIA
County Judge

A.C. CUELLAR, JR.
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-46816 **County Judge's Office 6. C.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Proclamation declaring October 2014 as National Breast Cancer Awareness Month in Hidalgo County

BACKGROUND

Attachments

PROCLAMATION

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/02/2014 04:55 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Monica Badillo Started On: 10/02/2014 04:18 PM

Final Approval Date: 10/10/2014

PROCLAMATION DECLARING OCTOBER 2014 AS
NATIONAL BREAST CANCER AWARENESS MONTH

WHEREAS, the citizens of Hidalgo County value the benefits of good health as a key component of a long, productive and fulfilling life and proudly support observances that focus public attention on crucial health issues, such as Breast Cancer Awareness Month; and

WHEREAS, breast cancer is one of the most urgent health concerns facing women. Breast cancer is the most prevalent form of non-skin cancer affecting women today; this year, approximately 40,000 individuals will die from this disease in the United States; and

WHEREAS, while there are factors known to increase a woman's risk of developing breast cancer, nearly 80 percent of women diagnosed do not exhibit any of the determinant factors. Medical experts stress the importance of early screening and recommend that all women 40 years of age and above have a mammogram and clinical breast examination, as early detection of signs and symptoms of breast cancer can increase the survival rate by nearly 95 percent; and

WHEREAS, continued progress in the battle against breast cancer demands widespread public support for innovative programs, scientific research and education; all educators, service providers, researchers and advocacy groups are urged to work together to develop ways to educate more women about breast cancer and to ensure that all women in South Texas have access to appropriate breast cancer screening services; and

WHEREAS, during this month-long observance, all Hidalgo County residents are encouraged to join in related activities and initiatives that help raise support and awareness of this serious health concern which has claimed too many lives over the years; moreover, people everywhere are called upon to raise their awareness of breast cancer and contribute to the global fight against this devastating disease;.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court hereby proclaim the month of October 2014 as National Breast Cancer Awareness Month in Hidalgo County.

Approved this 14th day of October, 2014.

RAMON GARCIA
County Judge

A.C. CUELLAR, JR.
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-46900 **County Judge's Office 6. D.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted By: Erika Reyna, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Presentation by Dr. Francisco Guajardo in observance of Hispanic Heritage Month.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/09/2014 05:33 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Erika Reyna Started On: 10/09/2014 01:08 PM

Final Approval Date: 10/10/2014

AI-46801 **County Judge's Office 6. E.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted By: Erika Reyna, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion, consideration, and action on letter regarding increased access to healthcare coverage for all Texans.

BACKGROUND

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/02/2014 02:17 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Erika Reyna Started On: 10/01/2014 05:11 PM

Final Approval Date: 10/10/2014

September 9, 2014

The Honorable Charles Schwertner

Chair, Senate Health and Human Services Committee

RE: Increasing Access to Healthcare Coverage for all Texans

Dear Chairman Schwertner:

As community leaders, we join the Bexar, Dallas, El Paso, Harris, Tarrant and Travis County Judges in urging your committee to use this interim period to find a Texas-way to fund and to increase access to healthcare coverage for low-wage working Texans.

All Texas counties have an interest in providing for the medical needs to the uninsured. Under the Indigent and Health Care Treatment Act of 1985, counties lacking a hospital district or public hospital have a duty to provide healthcare for indigent residents, and are required to spend up to 8 percent of the county's general tax levy for this service.

Evidence abounds as to this need. More than 1.9 million Texans between the ages of 18-64 are uninsured with incomes between 0-138% of the federal poverty level. Of these, nearly 1.3 million have incomes below 100% of the federal poverty level, making them ineligible for low-cost health insurance. The current cost of uncompensated care provided to Texans by public and private providers is over $4 billion a year. The cost to Hidalgo County providers in the 2010-2011 was $90 million; to Cameron County $35 million; to Starr County $5 million and for Willacy County $422,000 thousand (Billy Hamilton: Smart, Affordable and Fair: Why Texas Should Expand Medicaid Coverage to Low-Income Adults 2011 Uncompensated Care Costs).

As Texas Count leaders, we believe a uniquely Texas solution can be found. We again ask for your and your committee's help in developing this solution.

Sincerely,

CC: Senate Health and Human Services Committee

Senate Finance

AI-46957 **County Judge's Office 6. F.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: Roberto Villarreal **Submitted By:** SANDRA DELEON, 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.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/10/2014 02:43 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: SANDRA DELEON Started On: 10/10/2014 12:15 PM

Final Approval Date: 10/10/2014

AI-46777 **Comm. Court Executive Office 7. C.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: Texas Agrilife Extension **Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Public hearing to discuss the deregulation of the application of herbicides for a portion of Hidalgo County.
2. Approval and Adoption of Order to deregulate a portion of Hidalgo County as it relates to the application of herbicides, in accordance with Texas Agriculture Code §76.144.

BACKGROUND

According to Mr. Brad Cowan, the order was prepared by legal counsel (Mr. Crain)

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact to the County at this time.

Attachments

Final Order

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	10/09/2014 02:08 PM
Budget & Management	Veronica Ortiz	10/09/2014 05:09 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Ivan Cantu Started On: 09/30/2014 03:47 PM

Final Approval Date: 10/10/2014

STATE OF TEXAS §

COUNTY OF HIDALGO §

ORDER RESCINDING PREVIOUS ORDER OF THE HIDALGO COUNTY COMMISSIONERS COURT PROHIBITING THE USE OF HERBICIDES IN PARTS OF HIDALGO COUNTY

WHEREAS, the Hidalgo County Commissioner Court finds the conditions that existed when the prohibition of herbicide use in parts of the county as provided in Texas Agriculture Code, Sec. 76.144 (b) and more particularly described in Texas Administrative Code (TAC), Title 4, Part 1, Chapter 7, Subchapter E, Rule 7.53 (w) was adopted no longer exist;

WHEREAS, the Hidalgo County Commissioner Court finds technical advances in the use, application and development of herbicides have made the prohibition no longer necessary;

WHEREAS, the Hidalgo County Commissioner Court finds the use of herbicides in the regulated portion of the County is crucial to the agricultural industry;

WHEREAS, the Hidalgo County Commissioner Court finds there is no longer a valuable crop or vegetation susceptible to being adversely affected by the application of a regulated herbicide in the specified area of the County; and

WHEREAS, the Hidalgo County Commissioner Court finds an imminent threat to agricultural interests exists in the County and if that threat is not immediately addressed by a suspension of the Texas Department of Agricultural rule a significant economic loss will result.

NOW THEREFORE, BE IT ORDERED the Hidalgo County Commissioners Court, as provided for in Texas Agriculture Code, Sec. 76.144 (b), does hereby rescind its action prohibiting the use of herbicides in parts of the County described in TAC, Title 4, Part 1, Chapter 7, Subchapter E, Rule 7.53 (w) and requests the Texas Department of Agriculture to declare this an imminent threat to agricultural interests in the County and immediately suspend such.

PASSED, APPROVED AND ORDERED by the Commissioners Court of Hidalgo County in DUPLICATE ORIGINALS on this _____ day of _____, 2014

ATTEST:

By: _____
Arturo Guajardo, County Clerk

COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

AI-46868 **Comm. Court Executive Office 7. D.**

CC - REGULAR

Meeting Date: 10/14/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from Texas Farm Bureau Casualty Insurance Company in the amount of $11,238.75 to settle auto accident with County vehicle. (Constable Precinct 1)

BACKGROUND

DOI: 09/10/14 Acct #: 4-1100-360-00-000-005-0-000

Attachments

Texas Farm Insurance Company Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/08/2014 09:26 AM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Aida Alvarez Started On: 10/07/2014 04:37 PM

Final Approval Date: 10/10/2014

Texas Farm Bureau Casualty Insurance Co.

Check No.: 133740

Date: 10/02/2014

Amount Paid: $ 11,238.75

Claim Number: 767961

Policy Number: 21138902

Payee Name and Address:

HIDALGO COUNTY
9805 N 10TH ST
MCALLEN, TX 78504-9529

Form C04/0695 - RXE 00

Texas Farm Bureau Casualty Insurance Co.

Check No.: 133740

Date: 10/02/2014

Amount Paid: $ 11,238.75

Claim Number: 767961

Policy Number: 21138902

Payee Name and Address:

HIDALGO COUNTY
9805 N 10TH ST
MCALLEN, TX 78504-9529

Form C04/0695 - RXE 00

Texas Farm Bureau Casualty Insurance Company
P.O. Box 2689 / Waco, Texas 76702-2689

56-382
412

7133740

TEXAS FARM BUREAU INSURANCE

NOT VALID AFTER ONE YEAR

In Full Payment For ACV OF DAMAGES

DATE	PAY THIS AMOUNT
10-02-2014	** 11,238.75**

Policy No.: 21138902 **Claim No.: 767961**

11,238.75
ONE ONE COMMA TWO THREE EIGHT PERIODSEVEN FIVE

Wells Fargo Bank, N.A.

Pay Only>

SOURCE
7-CLAIMS-CHECK
RXE

Pay to the Order Of

HIDALGO COUNTY
9805 N 10TH ST
MCALLEN, TX 78504-9529

Texas Farm Bureau Casualty Insurance Company

Authorized Signature

THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND THE BACKER HAS AN ARTIFICIAL WATERMARK AND MICROPRINTING

⑈7133740⑈ ⑆041203824⑆ 96000113114⑈

Date: 10/ 1/2014 06:27 PM
Estimate ID: 3344090137
Estimate Version: 0
Committed
Profile ID: Rio Grande Valley

PROPERTY DAMAGE APPRAISERS

P.O BOX 531911, HARLINGEN, TX 78553
(956) 425-1912
Fax: (956) 425-2335
Email: pdaharlingen@pdaorg.net

Not an authorization for repairs
Read disclaimers following appraisal calculation.

Damage Assessed By: PETE RAMIREZ
Classification: Field

Appraised For: RAUL ESCAMILLA
(956) 787-3413

Condition Code: Good
Date of Loss: 9/10/2014
Contact Date: 9/30/2014
Deductible: 0.00
File Number: 3344090137
Claim Number: 767961

Type of Loss: Collision
Date Assigned 9/29/2014

Insured: Adalberto Serna
Claimant: Hidalgo County
Address: 9805 N 10th St, Mcallen, TX 78504
Owner: Hidalgo County
Address: 9805 N 10th St, Mcallen, TX 78504
Telephone:
Cell Phone: (956) 292-7030

Mitchell Service: 910842

Description: 2011 Chevrolet Pickup Silverado K1500 W/T
Body Style: 4D PkupCrw 6' Bed 144" WB
VIN: 3GCPKPEA8BG224540
Mileage: 62,063
OEM/ALT: A

Vehicle Production Date: 12/10
Drive Train: 4.8L Inj 8 Cyl 4WD
License: 109-1480 TX
Search Code: 334

Color: White
Options: PASSENGER AIRBAG, DRIVER AIRBAG, POWER LOCK, POWER WINDOWS, POWER STEERING
MANUAL AIR CONDITION, CRUISE CONTROL, TILT STEERING COLUMN, ANTI-LOCK BRAKE SYS.
TRACTION CONTROL, V8 ENGINE, 4WD OR AWD, AUTOMATIC TRANSMISSION, FRONT AIR DAM
TINTED GLASS, TRIP COMPUTER, SIDE AIRBAGS, ANTI-THEFT SYSTEM
AUTOMATIC HEADLIGHTS, SIDE HEAD CURTAIN AIRBAGS, DAYTIME RUNNING LIGHTS
AM/FM STEREO CD/MP3 PLAYER, ELECTRONIC STABILITY CONTROL, FRONT SPLIT BENCH SEAT
KEYLESS ENTRY SYSTEM, ROLLOVER PROTECTION SYSTEM

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
				Front Bumper			
1		BDY	OVERHAUL	Frt Bumper Assy			2.6 #
2	000017	BDY	REMOVE/REPLACE	R Frt Bumper Extension	^^OE SURPLUS	69.08	INC #
3		BDY	REMOVE/INSTALL	Frt Bumper Assy			INC #
4	000025	BDY	REMOVE/REPLACE	Frt Bumper Air Deflector	** QUAL REPL PART	92.00	INC
5	003072	BDY	REMOVE/REPLACE	R Frt Bumper End Cap	** QUAL REPL PART	69.00	INC #
6	000034	BDY	REMOVE/REPLACE	Frt Bumper Deflector Extension	^^OE SURPLUS	55.25	INC
				Front Lamps			
7	000079	BDY	REMOVE/REPLACE	R Frt Combination Lamp Assembly	Qual Recycled Part	150.00 *	INC #r
8		BDY	CHECK/ADJUST	Headlamps			0.4
9				(REY'S AUTO PARTS 1-956-787-8300)			

ESTIMATE RECALL NUMBER: 10/01/2014 18:27:27 3344090137
Mitchell Data Version: OEM: SEP_14_V0929
MAPP:SEP_14_V092(
Software Version: 7.1.169

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10				Line Markup %25.00				37.50		
				Front Fender						
11	000292	BDY	REMOVE/REPLACE	R Fender Panel	Qual Recycled Part			125.00	* 4.1	#r
12		REF	REFINISH	R Fender Outside					C 2.0	
13		REF	REFINISH	R Add To Edge Fender					C 1.2	
14				Line Markup %25.00				31.25		
				MANUAL ENTRIES						
15	900500	BDY*	REMOVE/REPLACE	Tubular Running Boards	** QUAL REPL PART			295.20	* 1.0*	
				Front Fender						
16	000302	BDY	REMOVE/REPLACE	R Fender Liner	Qual Recycled Part			INC*	INC	r
				Air Bag System						
17	004512	MCH	REMOVE/REPLACE	Air Bag Module-Driver Front -M	20928236	GM PART		750.00	INC	
18	004478	MCH	REMOVE/REPLACE	Air Bag SDM Unit -M	13579115	GM PART		416.67	0.9	
19	004257	MCH	REMOVE/REPLACE	R Frt Air Bag Impact Sensor -M	13502744	GM PART		166.67	0.5	
20	000718	MCH	REMOVE/REPLACE	Air Bag Coil -M	25966963	GM PART		149.50	0.9	
21	000341	MCH	REMOVE/REPLACE	R Air Bag Side Curtain Module -M	20866708	GM PART		416.67	0.8	#
22		BDY	REMOVE/INSTALL	Roof Headliner					3.8	#
23	000342	MCH	REMOVE/REPLACE	L Air Bag Side Curtain Module -M	20866707	GM PART		416.67	0.8	#
24	000349	MCH	REMOVE/REPLACE	R Rear Air Bag Side Impact Sensor -M	10381278	GM PART		250.00	INC	#
25		BDY	REMOVE/INSTALL	R Rear Door Trim Panel					INC	
26	000350	MCH	REMOVE/REPLACE	L Rear Air Bag Side Impact Sensor -M	10381278	GM PART		250.00	0.3	#
27		BDY	REMOVE/INSTALL	L Rear Door Trim Panel					0.4	
28	004497	MCH	REMOVE/REPLACE	Air Bag Module-Passenger Seat -M	20997498	GM PART		416.67	0.5	#
				Front Seat						
29	003709	BDY	REMOVE/REPLACE	Driver Side Seat Back Cover	ORDER FROM DEALER			265.22	0.7	#
30		BDY	REMOVE/INSTALL	L Frt Seat Assy					0.3	
				Seat Belts						
31	002286	BDY	REMOVE/REPLACE	L Frt Seat Belt	ORDER FROM DEALER			178.67	1.2	#
32	002300	BDY	REMOVE/REPLACE	Frt Ctr Seat Belt	19259938	GM PART		95.00	0.5	#
33		BDY	REMOVE/INSTALL	R Frt Seat Assy					0.3	
34	002250	BDY	REMOVE/REPLACE	R Rear Seat Belt	19260331	GM PART		91.67	0.8	#
35		BDY	REMOVE/INSTALL	R Rear Seat Assy					INC	
36	002251	BDY	REMOVE/REPLACE	L Rear Seat Belt	19260328	GM PART		95.00	0.8	#
37		BDY	REMOVE/INSTALL	L Rear Seat Assy					INC	
				MANUAL ENTRIES						
38	900500	BDY*	REMOVE/REPLACE	Grill Guard	** QUAL REPL PART			495.00	* 1.0*	
				Front Door						
39	002191	BDY	REMOVE/REPLACE	R Frt Door Shell	Qual Recycled Part			600.00	* 5.3	#r
40		REF	REFINISH	R Frt Door Outside					C 2.3	
41		REF	REFINISH	R Frt Add For Jambs & Interior					C 1.0	
42		MCH	REMOVE/REPLACE	R Frt Add To R&I/R&R Side Air Bag Sensor					0.3	
43				Line Markup %25.00				150.00		
				Rear Door						
44	001232	BDY	REMOVE/REPLACE	R Rear Door Shell	Qual Recycled Part			550.00	* 5.1	r
45		REF	REFINISH	R Rear Door Outside					C 2.2	
46		REF	REFINISH	R Rear Add For Jambs & Interior					C 1.0	
47		MCH	REMOVE/REPLACE	R Rear Add To R&I/R&R Side Air Bag Senso					0.3	
48				Line Markup %25.00				137.50		
				MANUAL ENTRIES						
49	900500	BDY*	REPAIR	R Cab Corner	Existing				3.0*	
50		REF	REFINISH/REPAIR	R Cab Corner					1.8*	
				Pickup Bed						
51	003303	BDY	REPAIR	R Pickup Bed Side Panel	Existing				6.0*	#
52		REF	REFINISH/REPAIR	R Pickup Bed Side Panel					C 2.3*	
53				MODIFIED REFINISH WITH FULL CLEAR COAT						
				TIRES						
54	900500	MCH	REMOVE/REPLACE	BFGoodrich All Terrain TA 265/70R17 R	** QUAL REPL PART			204.00		
55	900500	MCH	REMOVE/REPLACE	BFGoodrich All Terrain TA 265/70R17 R	** QUAL REPL PART			204.00		
				ADDITIONAL OPERATIONS						
56		REF	ADD'L OPR	Clear Coat					3.1	
				MANUAL ENTRIES						
57	900500	MCH*	ALIGN	FRT END ALIGNMENT 2WD PICK UP.	Sublet			59.95	* 0.0*	
58	900500	BDY*	REMOVE/REPLACE	Bodyside Decal	Sublet			423.50	* 0.0*	
				Additional Costs & Materials						
59			ADD'L COST	Paint/Materials				425.00	*	

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Date: 10/ 1/2014 06:27 PM
Estimate ID: 3344090137
Estimate Version: 0
Committed
Profile ID: Rio Grande Valley

* - Judgment Item
\# - Labor Note Applies
** QUAL REPL PART - Quality Replacement Parts
C - Included in Clear Coat Calc
r - CEG R&R Time Used For This Labor Operation

AUTOMART INTERNATIONAL
1200C GREENBRIAR DR.
ADDISON
IL 60101
(630) 812-2888 (800) 223-2019

RYDELL CHEVROLET OEMD
1325 E. SAN MARNAN DR.
WATERLOO
IA 50704
(319) 235-6653 (800) 383-4601

4	** U162	92.00	2	^^22737639	69.08
5	** 1049	69.00	6	^^25821880	55.25

Remarks
This vehicle has damage to the rt.front-corner side area.

Estimate Totals

I. Labor Subtotals

	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals
Body	37.3	38.00	0.00	0.00	1,417.40
Refinish	16.9	38.00	0.00	0.00	642.20
Mechanical	5.3	72.00	0.00	59.95	441.55
Non-Taxable Labor					2,501.15
Labor Summary	59.5				2,501.15

II. Part Replacement Summary

			Amount
Taxable Parts			7,290.44
Parts Adjustments			356.25
Sales Tax	@	8.250%	630.85
Total Replacement Parts Amount			8,277.54

III. Additional Costs

			Amount
Taxable Costs			425.00
Sales Tax	@	8.250%	35.06
Total Additional Costs			460.06

Paint Material Method: Rates
Init Rate = 26.00 , Init Max Hours = 99.9, Addl Rate = 0.00

IV. Adjustments

	Amount
Insurance Deductible	0.00
Customer Responsibility	0.00

I.	Total Labor:	2,501.15
II.	Total Replacement Parts:	8,277.54
III.	Total Additional Costs:	460.06
	Gross Total:	11,238.75
IV.	Total Adjustments:	0.00
	Net Total:	11,238.75

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THESE PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.

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All Rights Reserved

Point(s) of Impact
3 Right Side (P)

Insurance Co: FARM BUREAU
TX

**********Notice**********
This is not an authorization for repair. All costs of repairs are the sole responsibility of the vehicle owner, who must authorize all repairs. Failure to deliver a copy of this appraisal to the repair shop by the vehicle owner may result in out of pocket expense to the vehicle owner. Providing a copy of this appraisal is not an acceptance of coverage or liability and all issues of coverage or liability are to be determined by the insurance carrier.
**********Notice**********
Deductibles may or may not be addressed or included in this appraisal. If applicable, the repairer shouldcollect the deductible from the vehicle owner prior to the release of the repaired vehicle.
**********Supplement Procedure Notice**********
It is the repairer's responsibility to send notification of the supplement via fax or email to PDA (at(956 425-2335 pdaharlingen@pdaorg.net), including a statement whether the repairs have been halted on the vehicle. PDA will response to your request with in 24 hours. Please allow 48 hrs to complete supplement processing from the date of request to insure timely release of the vehicle.

WARNING: ALL CLAIM PAYMENTS ARE MADE DIRECTLY TO THE INSURED FINANCIAL INSTITUTION. NOTICE TO REPAIR FACILITIES:
THIS IS NOT AN AUTHORIZATION FOR REPAIRS NOR IS THIS AN IMPLIED OR EXPRESSED GUARANTEE OF PAYMENT. IF YOU REPAIR THE VEHICLE-- IT IS YOUR RESPONSIBILITY TO MAKE PAYMENT ARRANGEMENTS DIRECTLY WITH THE (INSURED) FINANCIAL INSTITUTION AND/OR THE REGISTERED VEHICLE OWNER.**********Notice**********
******This appraisal is subject to the complete review and approval by the assigning insurance company to assure accuracy, cost effectiveness, and that accepted industry repair standards are met. The insurance
company listed has the right to accept or reject any part or all of this appraisal or make any changes they feel necessary.
**********General**********

Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

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AI-46759 **Sheriff's Office 8. A.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Operation Stonegarden (1284):
Authorization and approval to de-obligate $19,436.78 of Sheriff's Office Operation Stonegarden 2013 overtime/fringe/mileage funds and allocate to Constable Pct. 2.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1284-421-00-280-047-6-XXX

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

BUDGETARY IMPACT:

Funds are available as of 10/9/14.

Attachments

Backup PCT 2

BA

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	09/29/2014 03:57 PM
Budget & Management	Debbie Tamez	09/30/2014 05:00 PM
Obdett Calzada	Obdett Calzada	10/10/2014 09:53 AM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 09/29/2014

Final Approval Date: 10/10/2014

4400 South Expressway 281
Edinburg, Texas 78542

MCA 80/2.3

U.S. Customs and Border Protection

September 18, 2014

MEMORANDUM FOR: Kevin W. Oaks
Chief Patrol Agent
Rio Grande Valley Sector

FROM: Armando Mercado
Assistant Chief Patrol Agent
Rio Grande Valley Sector

SUBJECT: OPSG OO Texas Hidalgo FY13 14-RGVRGV-10-012
Hidalgo County Constable Pct. 2

Forwarded for your review and consideration is a request for transfer of funds during the fiscal year 2013 OPSG grant. The Hidalgo County Constable Pct. 2 is a friendly force receiving funding under Hidalgo County, Texas. This will be a FRAGO.

Move From:
Hidalgo County Sheriff's Office

Overtime / Fringe	**$17,420.78**
Mileage	**$2,016.00**

Move To:
Hidalgo County Constable Pct. 2

Overtime / Fringe	**$17,420.78**
Mileage	**$2,016.00**

The change falls within the guidelines of allowable costs as defined in the Homeland Security Grant Program Guidance and Application Kit.

Attachments

Approve/Date: 9/26/2014 Disapprove/Date: _____

Needs Discussion/Date: _____ Modify/Date: _____

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

September 16, 2014

To: Kevin Oaks
Chief Patrol Agent
Rio Grande Valley Sector Headquarters

Thru: Andres Caballero
United States Border patrol
Rio Grande Valley Sector
Program Manager, Operation Stonegarden

RE: Transfer of funds under 2013 OPSG Funds

Dear Chief Oaks,

The 2013 Operation Stonegarden performance grant period will end February 27, 2015. Total funding awarded to Hidalgo County under Operation Stonegarden 2013 was $3,321,163.51. These funds were shared with sixteen (16) local law enforcement agencies which were invited to participate in 2013 Operation Stonegarden.

The Hidalgo County Constable Precinct 2 was awarded $69,251.87; however, due to assisting in Operation Strong Safety, they have nearly exhausted their funds.. The Hidalgo County Sheriff's Office is respectfully requesting authorization to make the following changes in the funding in order to assist Hidalgo County Constable Precinct 2 with costs of overtime/fringe and mileage.

Hidalgo County Sheriff's Office (HCSO) :

($17,420.78) (Overtime/Fringes) from Hidalgo County Sheriff's Office (HCSO)
($ 2,016.00) (In-County Travel) from Hidalgo County Sheriff's Office (HCSO)
($19,436.78) Total De-obligation

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

$17,420.78 (Overtime/Fringes) to Hidalgo County Constable Pct. 2
$ 2,016.00 (In-County Travel) to Hidalgo County Constable Pct. 2
$19,436.78 Total Appropriation

$19,436.78 TOTAL

Your attention to this request will be greatly appreciated since time is of the essence in this request.

Sincerely,

J.E. "Eddie" Guerra
Hidalgo County Sheriff

DATE: September 29, 2014
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Operation Stonegarden FY2013
ACCOUNT NUMBER: 4-1284-421-00-280-047-6-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
4-1284-421-00-280-047-6-131	OPERATION STONEGARDEN-OVERTIME PAY	(14,325.13)
4-1284-421-00-280-047-6-220	OPERATION STONEGARDEN-FICA	(1,095.87)
4-1284-421-00-280-047-6-230	OPERATION STONEGARDEN-RETIREMENT	(1,560.00)
4-1284-421-00-280-047-6-250	OPERATION STONEGARDEN- UNEMP. COMP.	(81.65)
4-1284-421-00-280-047-6-260	OPERATION STONEGARDEN-WORKMAN'S COMP.	(358.13)
4-1284-421-00-280-047-6-581	OPERATION STONEGARDEN-TRAVEL IN COUNTY	(2,016.00)
	TOTAL DE-OBLIGATION	(19,436.78)
4-1284-331-12-280-047-6-000	OPERATION STONEGARDEN-REVENUES	(19,436.78)
	TOTAL REVENUES DE-OBLIGATION	(19,436.78)

REASON: **To de-obligate $19,436.78 from the 2013 Operation Stonegarden Sheriff's Office grant budget and transfer amount to the 2013 Operation Stonegarden Hidalgo County PCT. 2 Grant.**

SAA Award No. 13-SR-48215-01/ Federal Grant Award No. EMW-2013-SS-00045

Emilia Krueger
DEPARTMENT HEAD SIGNATURE

09/29/14
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-46884 **Sheriff's Office 8. B.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office - OCDETF (1284)
1. Approval of Organized Crime Drug Enforcement Task Forces (OCDETF) Agreement between the Hidalgo County Sheriff's Office and the Drug Enforcement Administration McAllen District Office/Houston Division Office OCDETF Strike Force Group D-81.
2. Approval of Certification of Revenues as certified by the County Auditor for the OCDETF Grant Contract.
3. Approval to appropriate OCDETF Grant Award in the amount of $15,800.00(in reference to Investigation Number SW-TXS-0968).

BACKGROUND

Funding is for period of 10/1/14 to 9/30/15.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 4-1284-421-00-280-037-5-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $15,800.00 for Organized Crime Drug Enforcement Task Force (OCDETF) - SW-TXS-0968.

Funding is for period of 10/1/14 to 9/30/15.

Revenue account # 4-1284-331-11-280-037-5-000 OCDETF

Leased Vehicle ($10,800.00) - $8,100 lease/$2,700 insurance Fuel ($5,000.00)

Attachments

BA
LEASE

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	10/08/2014 03:08 PM

Budget & Management	Veronica Ortiz	10/09/2014 10:56 AM
Manuel Chapa	Veronica Ortiz	10/09/2014 10:57 AM
Manuel Chapa	Manuel Chapa	10/09/2014 04:21 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 10/08/2014

Final Approval Date: 10/10/2014

DATE: October 8, 2014
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: OCDETF Lease/Fuel FY2015
ACCOUNT NUMBER: 4-1284-421-00-280-037-5-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
4-1284-421-00-280-037-5-442	Equipment and Vehicle Rentals	8,100.00
4-1284-421-00-280-037-5-522	Vehicle Insurance	2,700.00
4-1284-421-00-280-037-5-626	Gasoline	5,000.00

	TOTAL APPROPRIATIONS	15,800.00
4-1284-331-11-280-037-5-000	Organized Crime Drug Enforcement Task Force (OCDETF)	15,800.00
	TOTAL REVENUES	15,800.00

REASON: **To appropriate budget for the overtime hours for officer assigned to OCDETF investigations (Number SW-TXS-0968)**

Funding period is October 1, 2014 to September 30, 2015.

Emilia Vriesa
DEPARTMENT HEAD SIGNATURE

10/08/14
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

Agreement

FOR THE USE OF THE OCDETF STRIKE FORCE/STRATEGIC INITIATIVE PROGRAMS

Federal Tax Identification #: 74-6000717 DC#: _____

Amount Requested:
$ 15,800.00

OCDETF Investigation / Strategic Initiative #:
SW-TXS-0968

From: October 01, 2014
Beginning Date of Agreement

To: September 30, 2015
Ending Date of Agreement

Federal Agency Investigation #:
M5-14-0001

State or Local Agency Name and Address:
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78540

Strike Force/Strategic Initiative Name and Address:
DEA McAllen District Office
OCDETF Strike Force Group D81
1200 N. Commerce McAllen, Texas 78501

Sponsoring Federal Agency (Strike Force only):
Lead Investigator: GS Jesus Gonzalez
Telephone Number: (956)992-8427
Email Address: jesus.r.gonzalez@usdoj.gov

State or Local Agency Narcotics Supervisor: Chief Deputy Mario Lopez
Telephone Number: (956)383-8114
E-mail Address: mario.lopez@hidalgoso.org
Fax Number (956)383-6179

Brief explanation of services/goods provided and basis for determining costs:
Leased vehicle and fuel needed to facilitate operational interface of the Hidalgo County Sheriff's Office with the McAllen D.O. Strike Force. The vehicle cost was determined based on current lease agreement between the HCSO and ACME Leasing 6192 Oxon Hill Rd. Suite 400, Oxon Hill, MD. Other costs were based on current government pricing quotes.

Please provide the name, telephone number, and e-mail address for the administrative or financial staff person at the state or local agency, who is directly responsible for the billings under this Reimbursement Agreement:

Name: Hector Sandoval, Grant Accountant
Telephone Number: (956)318-2511 ext. 4674
E-mail Address: hector.sandoval@auditor.co.hidalgo.tx
Fax Number: (956) 318-2577

20. Electronic Funds Transfer Process

a) The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). All participating State and Local agencies must complete and submit the attached ACH vendor enrollment form. The OCDETF Executive Office must receive one ACH form from each participating agency or police department prior to processing their reimbursement payments.

This agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth, agreed to herein represent projections only, and are based upon consultation between the Strike Force or AUSA Coordinator and the state or local law enforcement agency. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF investigation. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the agreement have been met.

Approved By: J.E. "Eddie" Guerra Sheriff 8/28/14

Authorized State or Local Official *Title* *Date*

Approved By: ASAC/DEA 10-8-14

Strike Force Leader (SF /AUSA Coordinator (SI) *Title* *Date*

Funds are encumbered for the costs specified above, subject to the availability of funds.

Funds Certified:

OCDETF Executive Office *Date*

Approving Official:

OCDETF Executive Office *Date*

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STATE OR LOCAL LAW ENFORCEMENT STRIKE FORCE/STRATEGIC INITIATIVE AGREEMENT COST ESTIMATE

Name of Strike Force/Strategic Initiative: McAllen District Office Group D81

OCDETF Investigation/Strategic Initiative Number: SW-TXS-0968

The following is an estimate of operational costs expected to be incurred by state and local enforcement in an OCDETF Strike Force investigation or Strategic Initiative. These costs are reimbursable under this agreement, subject to the availability of funds.

	DESCRIPTION	AMOUNT
1.	Leased Vehicle @ 900.00	$10,800.00
2.	Fuel	$5,000.00
3.	Total	$15,800.00
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

Addendum A

Exception to EFT Policy Justification:
The McAllen District Office Strike Force is requesting the following which will be utilized by the McAllen District Office Strike Force Group D81. (FY 2015)

Leased Vehicle:	**$10,800.00**	**$900.00/12 months**
Fuel for Vehicle:	**$ 5,000.00**	**$416.66/12 months**
Total:	**$15,800.00**	

Other Exceptions or Justifications:

AI-46969 **Sheriff's Office 8. C.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Pursuant to Hidalgo County Cellular Telephone Policy (AT&T, DIR-SDD-1777), presentation for consideration, acceptance and approval of Cellular Phone Request Form (Data Connect Card Request) for the following:

Approval for requisition #265175 for 20 DataConnect cards ($37.99 each per month)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-421-00-280-001-0-532

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

BUDGETARY IMPACT:

Attachments

Data Connect

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Myra Montoya Started On: 10/10/2014 04:30 PM

Final Approval Date: 10/10/2014

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☐ Blackberry ☑ Other: Data Connect

DATA CARDS, BLACKBERRY or OTHER (one form per individual)

(2) Requesting employee:_____ Employee ID#_____ Signature:_____

DEPARTMENT: Hidalgo County Sheriff's Office DEPT #: 280

Quantity: 20

Service: $ 37.99 /mo (x) 3 months = 2,279.40 Account: 4-1100-421-00-280-001-0--532

Service: $_____/mo (x) ____ months = 0.00 Account:_____-619/664

Requisition Total: 2,279.40 **Requisition Number:** 265175

(3) Elected Official/Department Head Authorization for Request:

Gabriel Castaneda 10/10/2014

Signature Print Name Date

(4) Executive Office Authorization (Commissioner's Court Departments Only):

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **SPRINT UNLIMITED DATACARD PLAN** **-or-**

☐ **SPRINT BE1000 + DATAPLAN**

☑ **OTHER:** Data Connect

Commissioner's Court Action: **Commissioner's Court Date:** _____

☐ **Approved Date:** _____ ☐ **Disapproved**

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

Revised: 01/21/2010

at&t

10/6/2014

Hidalgo County Sheriff's Office

Provided by

	Hector Orellana	*Thomas Molina*
	Account Manager 2	*Account Manager 3*
Phone:	*956-605-4849*	*361-290-2299*
Fax:	*956-630-8403*	
E-mail:	ho9555@att.com	tm2749@att.com
	721 Beech Ave.	801 Caranchua Street
	McAllen, TX 78539	Corpus Christi, TX 7840[illegible]

CELLULAR VOICE and DATA ACCESS SERVICES CONTRACT

State of Texas DIR Contract: DIR-SDD-1777

Ban number-
Fan number

Customer contact:
Capt. Richard Ozuna
956-393-6022

Service	Quantity	Retail	DIR Cost	Monthly Cost:
DataConnect Government Unlimited Data - Monthly SOC: LTEDDUG	20	$69.99	$37.99	$ 759.80

Product	Quantity	Retail	DIR Cost	One Time Cost:
Equipment - AT&T Unite Pro Sku# 6174A	20	$199.99	FREE	FREE
				

Accessory	Quantity	Retail	DIR Cost	One Time Cost:

AI-46783 **Constables 9. A.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted By: Roxanne De La Cruz, CONSTABLE PCT. #2

Department: CONSTABLE PCT. #2

Information

CAPTION

Constable Pct. #2 OPSG - (1284):
Authorization and approval to appropriate $19,436.78 of Sheriff's Office Operation Stonegarden 2013 overtime/fringe/mileage funds and allocate to Constable Pct. 2.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 201X **ACCT. #:** 4-1284-421-00-292-047-6-xxx

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $19,436.78

4-1284-331-12-292-047-6-000 CONST PCT 2- OPSG Revenues

Ref AI- 46759 pending CC approval for de-obligation of funds.

Attachments

LETTER

BA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/01/2014 02:11 PM
Obdett Calzada	Obdett Calzada	10/10/2014 10:01 AM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Roxanne De La Cruz Started On: 10/01/2014 10:01 AM

Final Approval Date: 10/10/2014

4400 South Expressway 281
Edinburg, Texas 78542

MCA 80/2.3

U.S. Customs and Border Protection

September 18, 2014

MEMORANDUM FOR: Kevin W. Oaks
Chief Patrol Agent
Rio Grande Valley Sector

FROM: Armando Mercado
Assistant Chief Patrol Agent
Rio Grande Valley Sector

SUBJECT: OPSG OO Texas Hidalgo FY13 14-RGVRGV-10-012
Hidalgo County Constable Pct. 2

Forwarded for your review and consideration is a request for transfer of funds during the fiscal year 2013 OPSG grant. The Hidalgo County Constable Pct. 2 is a friendly force receiving funding under Hidalgo County, Texas. This will be a FRAGO.

Move From:
Hidalgo County Sheriff's Office

Overtime / Fringe	**$17,420.78**
Mileage	**$2,016.00**

Move To:
Hidalgo County Constable Pct. 2

Overtime / Fringe	**$17,420.78**
Mileage	**$2,016.00**

The change falls within the guidelines of allowable costs as defined in the Homeland Security Grant Program Guidance and Application Kit.

Attachments

Approve/Date: 9/26/2014 Disapprove/Date: _____

Needs Discussion/Date: _____ Modify/Date: _____

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

September 16, 2014

To: Kevin Oaks
Chief Patrol Agent
Rio Grande Valley Sector Headquarters

Thru: Andres Caballero
United States Border patrol
Rio Grande Valley Sector
Program Manager, Operation Stonegarden

RE: Transfer of funds under 2013 OPSG Funds

Dear Chief Oaks,

The 2013 Operation Stonegarden performance grant period will end February 27, 2015. Total funding awarded to Hidalgo County under Operation Stonegarden 2013 was $3,321,163.51. These funds were shared with sixteen (16) local law enforcement agencies which were invited to participate in 2013 Operation Stonegarden.

The Hidalgo County Constable Precinct 2 was awarded $69,251.87; however, due to assisting in Operation Strong Safety, they have nearly exhausted their funds.. The Hidalgo County Sheriff's Office is respectfully requesting authorization to make the following changes in the funding in order to assist Hidalgo County Constable Precinct 2 with costs of overtime/fringe and mileage.

Hidalgo County Sheriff's Office (HCSO) :

($17,420.78) (Overtime/Fringes) from Hidalgo County Sheriff's Office (HCSO)
($ 2,016.00) (In-County Travel) from Hidalgo County Sheriff's Office (HCSO)
($19,436.78) Total De-obligation

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

$17,420.78 (Overtime/Fringes) to Hidalgo County Constable Pct. 2
$ 2,016.00 (In-County Travel) to Hidalgo County Constable Pct. 2
$19,436.78 Total Appropriation

$19,436.78 TOTAL

Your attention to this request will be greatly appreciated since time is of the essence in this request.

Sincerely,

J.E. "Eddie" Guerra
Hidalgo County Sheriff

DATE: October 1, 2014

DEPARTMENT HEAD: Martin "Marty" Cantu

DEPARTMENT NAME: Hidalgo County Constable Pct. 2

ACCOUNT NUMBER: 4-1284-421-00-292-047-6-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
4-1284-421-00-292-047-6-131	CONST PCT 2 OPSG-OVERTIME PAY	14,325.13
4-1284-421-00-292-047-6-220	CONST PCT 2 OPSG-FICA	1,095.87
4-1284-421-00-292-047-6-230	CONST PCT 2 OPSG-RETIREMENT	1,560.00
4-1284-421-00-292-047-6-250	CONST PCT 2 OPSG- UNEMP. COMP.	81.65
4-1284-421-00-292-047-6-260	CONST PCT 2 OPSG-WORKMAN'S COMP.	358.13
4-1284-421-00-292-047-6-581	CONST PCT 2 OPSG-TRAVEL IN COUNTY	2,016.00
	TOTAL APPROPRIATION	19,436.78
4-1284-331-12-292-047-6-000	CONST PCT 2 OPSG-REVENUES	19,436.78
	TOTAL REVENUES APPROPRIATION	19,436.78

REASON: **To appropriate $19,436.78 from the 2013 Operation Stonegarden Sheriff's Office grant budget and transfer amount to the 2013 Operation Stonegarden Hidalgo County PCT. 2 Grant.**

SAA Award No. 13-SR-48215-01/ Federal Grant Award No. EMW-2013-SS-00045

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-46828 **Constables 9. B.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. 3 - Texas 1033 Surplus Program:
1. Discussion, consideration, and approval for Constable Precinct 3 to apply for Texas 1033 Surplus Program.
2. Authorization and approval for County Judge, as authorized official, to sign required documents.
3. Authorization and approval to participate, select and receive equipment under Texas 1033 Surplus Program, with selection list to be submitted prior to receipt.

BACKGROUND

Attachments

Texas 1033 App

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/03/2014 02:37 PM
Glinda Pacheco	Glinda Pacheco	10/03/2014 03:45 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Raquel Ramos Started On: 10/03/2014 11:13 AM

Final Approval Date: 10/10/2014

LAW ENFORCEMENT AGENCY (LEA)
APPLICATION FOR PARTICIPATION

*This application must be updated and resubmitted within 30 days of any changes or on an annual basis

NEW (●) UPDATE ( ) SCREENER ID (Update Only): _____

AGENCY: Hidalgo County Pct 3 Constable Department

PHYSICAL ADDRESS (No P.O. Box): 730 N. Breyfogle Rd., Suite B

MAILING ADDRESS (If different than above): _____

CITY: MIssion STATE: Texas

ZIP: 78574 EMAIL: raquel.ramos@co.hidalgo.tx.us

PHONE: 956-581-6800 FAX: 956-519-4245

NUMBER OF COMPENSATED OFFICERS WITH ARREST AND APPREHENSION AUTHORITY

FULL-TIME: 17 PART-TIME: _____ RESERVE: 6

SCREENER(S) POC: MUST HAVE AT LEAST ONE

***MAIN POC: Designated POC for calls and emails on 1033 Program requests and property pickup**

SCREENER/MAIN POC: Rene Gonzalez - Chief Deputy

SCREENER/POC #2: Dan Broyles - Sergeant

SCREENER/POC #3: Eldon Dunn - Sergeant

SCREENER/POC #4: _____

WEAPON POC (Optional): Dan Broyles - Sergeant

AIRCRAFT POC (Optional): _____

INVENTORY CHECK

Does the Agency currently have any equipment from the 1208/1033 Program? YES ( ) NO (●)

WEAPONS: YES ( ) NO (●) AIRCRAFT: YES ( ) NO (●) WATERCRAFT: YES ( ) NO (●)

TACTICAL VEHICLES: YES ( ) NO (●) OTHER CONTROLLED PROPERTY: YES ( ) NO (●) DEMIL A (LESS THAN A YEAR OLD): YES ( ) NO (●)

***By signing this application, the Chief Executive Official/Head of Agency (Local Field Office) is aware of 1208/1033 Property currently in the possession of their department.**

***Upon acceptance into the 1033 Program, I understand that I have 30 days to familiarize myself with the State Plan of Operation and all 1033 Program guidance that is provided by the State Coordinator and that by signing, I certify that all information contained above is valid and accurate.**

CHIEF EXECUTIVE OFFICIAL/: HEAD OF LOCAL AGENCY

Lazaro "Larry" Gallardo, Jr. **DATE:** _____
PRINTED NAME

_____
SIGNATURE

STATE COORDINATOR: (NOT REQUIRED FOR FEDERAL)

Skylor Hearn **DATE:** _____
PRINTED NAME

_____
SIGNATURE

TEXAS 1033 SURPLUS PROPERTY PROGRAM
SUPPLEMENTAL DATA SHEET

Date: _____

Agency: Hidalgo County Pct. 3 Constable Department

Phone: (9565816800 **Alternate Phone:** (9564515645

Fax: (9565194245

Website (if applicable): _____

Screener #1: Chief Deputy Rene Gonzalez - rene.gonzalez@co.hidalgo.tx.us
RANK / NAME / E-MAIL ADDRESS

Screener #2: Sergeant Dan Broyles - dan.broyles@co.hidalgo.tx.us
RANK / NAME / E-MAIL ADDRESS

Screener #3: Sergeant Eldon Dunn - eldon.dunn@co.hidalgo.tx.us
RANK / NAME / E-MAIL ADDRESS

Screener #4: _____
RANK / NAME / E-MAIL ADDRESS

Weapons Officer: Sergeant Dan Broyles - dan.broyles@co.hidalgo.tx.us
RANK / NAME / E-MAIL ADDRESS

AGENCY CHIEF EXECUTIVE OFFICIAL[1]

Signature: _____

Name: Lazaro "Larry" Gallardo, Jr.

Title: Constable

Email: larry.gallardo@co.hidalgo.tx.us

AUTHORIZED OFFICIAL[2]

Signature: _____

Name: Ramon Garcia

Title: County Judge

Email: countyjudge@co.hidalgo.tx.us

[1] Agency Chief Executive Official – Chief of Police or County Sheriff.

[2] Authorized Official – County Judge, Mayor, or City Manager/Administrator, University/College President or Director.

TEXAS 1033 SURPLUS PROPERTY PROGRAM
RELEASE OF LIABILITY

AGENCY: Hidalgo County Pct 3 Constable Department Mission / Hidalgo County, Texas
City, County

The Texas Law Enforcement Agency (LEA) designated above acknowledges receipt of excess property from the Department of Defense pursuant to Section 1033 of the National Defense Authorization Act for Federal Fiscal Year 1997 (the "Act"). Such excess property transferred pursuant to the Act may include small arms and ammunition (hereinafter referred collectively as the "Transferred Property")

The LEA acknowledges that the Transferred Property is considered excess to the needs of the Department of Defense and that the Transferred Property may be in any condition from new to unserviceable. The LEA acknowledges that there may be hazards associated with the use of the Transferred Property, which could cause damage to property and serious injury or death. The term "use" with respect to the Transferred Property is acknowledged to include, but is not limited to, active deployment, passive transportation and mere possession. The LEA agrees to provide appropriate or adequate training to any person who may use the property. The LEA agrees that it IS NOT the responsibility of the Department of Defense, the State of Texas or the Texas Department of Public Safety to provide appropriate or adequate training to any person using the Transferred Property.

The Department of Defense, the State of Texas nor the Texas Department of Public Safety assumes any liability for damages or injuries to any person or property arising from the use of the Transferred Property. By signing this agreement, the LEA agrees, subject to the appropriation of sufficient funds, to be solely responsible for any and all suits, actions, demands or claims of any nature arising for its use of the Transferred Property. The LEA agrees to maintain, at its expense, adequate liability and property damage insurance and workman's compensation insurance to cover any such claims.

The LEA accepts Transferred Property "as is" with no warranty of any kind. The Department of Defense, the State of Texas nor the Texas Department of Public Safety make any claims or warranties, expressed or implied, concerning the Transferred Property, including but not limited to warranty of fitness for a particular purpose.

The LEA acknowledges that any item of the Transferred Property meeting the definition of "machine gun" found in 26 U.S. C. 584(b)* must be registered with the Bureau of Alcohol, Tobacco and Firearms (BATF) with an ATF Form-10 (Application for Registration of Firearm Acquired by Certain Governmental Entities). Upon receipt of a properly executed Form-10, ATF will accept the registration of the machine gun and notify the LEA. Any machine gun registered in this manner is restricted for law enforcement use only. The LEA agrees to provide the State Coordinators Office a copy of an approved Form-10 for each machine gun that is part of any Transferred Property received. The LEA must execute a separate transfer agreement with the United States Army, through the 1033 Program, for any small arms/weapons.

The LEA acknowledges that it is the sole responsibility for any and all costs associated with the Transferred Property, including but not limited to, packing, crating, handling, transportation, repossession and disposal.

The LEA acknowledges that Transferred Property may be disposed of only with written approval from the State Coordinator's Office and in accordance with local, state, federal laws and the regulations and guidelines of the 1033 Program prescribed by the Law Enforcement Support Office. The LEA specifically acknowledges that the preceding rule includes, but is not limited to the transfer, destruction or abandonment of any Transferred Property constituting small arms/weapons and weapon parts.

Subject to the conditions set forth herein, title to the Transferred Property is assumed by the LEA upon written acceptance hereof from the LEA.

By signing below, the Agency Chief Executive Official and the Authorized Official acknowledge and understand all previously stated guidelines and conditions.

AGENCY CHIEF EXECUTIVE OFFICIAL (1):

_____ _____

Signature Date

Lazaro "Larry" Gallardo, Jr. - Constable

Name/Title

AUTHORIZED OFFICIAL (2):

_____ _____

Signature Date

Ramon Garcia - County Judge

Name/Title

*The National Firearms Act, 26 U.S.C. section 5801 et seq., defines a firearm to include machine gun. 26 U.S.C. Section 5845(a)(6). That same act, defines a machine gun as follows:

The term "machine gun" means any weapon which shoots, is designed to shoot, or can be readily restored to shoot automatically more than one shot, without manual reloading, by single function of the trigger. The term shall also include the frame or receiver of any such weapon, any combination of parts designed and intended, for use in converting a weapon into a machine gun, and any combination of parts from which a machine gun can be assembled if such parts are in the possession or under the control of a person.

(1) Agency Chief Executive Official – Chief of Police or County Sheriff
(2) Authorized Official – County Judge, Mayor or City Manager/Administrator, University/College President or Director

STATE PLAN OF OPERATION BETWEEN

THE STATE OF TEXAS

AND THE

_____

I. PURPOSE

This State Plan of Operation (SPO) is entered into between the State of **Texas** and the _____, to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property which is transferred pursuant to Title 10 USC § 2576a and to promote the efficient and expeditious transfer of the property and to ensure accountability of the same.

II. AUTHORITY

The Secretary of Defense is authorized by Title 10 USC § 2576a to transfer to Federal and State Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with emphasis on counter-drug/counter-terrorism activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of Defense have been delegated to the DLA in determining whether property is suitable for use by agencies in law enforcement activities. DLA defines law enforcement activities as activities performed by government agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension.

III. GENERAL TERMS AND CONDITIONS

A. Operational Authority.

The Governor of the State of **Texas** has designated in writing with an effective date of **August 8, 2011** to implement this program statewide as well as conduct management and oversight of this program. Funding to administer this program is provided by **the Texas Department of Public Safety**. The funding is used to administer the program and to provide support and assistance to the Law Enforcement Agencies (LEAs), via computer/telephone assistance and occasional physical visits to the LEAs. The facilities, staffing to provide the support to the LEAs within the State of **Texas** are as follows:

State Coordinator (SC): **Skylor Hearn**

(if appointed) State Point of Contact (SPOC): **Rolando Ayala**

(if appointed) State Point of Contact (SPOC): **Laurie Patterson**

(if appointed) State Point of Contact (SPOC): _____

The State Coordinator contact information is:

Agency Address/Location: **5805 North Lamar Boulevard, Austin, Texas 78773**

EMAIL/Contact Phone Numbers: **Texas1033program@dps.texas.gov 512-424-7590**

Fax Number: **512-424-7591**

Hours of Operation: **Monday-Friday, 7:30 am - 4:30 pm**

The DLA LESO has final authority to determine the type, quantity, and location of excess DOD personal property suitable for conditional transfer to law enforcement activities.

B. This agreement creates no entitlement to the LEA to receive excess DOD personal property.

C. Property available under this agreement is for the current use of authorized program participants; it will not be requested nor issued for speculative use/possible future use. Property will not be obtained for the purpose of sale, lease, loan, personal use, rent, exchange, barter, to secure a loan, or to otherwise supplement normal LEA or State/local governmental entities budgets. All requests for property will be based on bona fide law enforcement requirements. Under no circumstances will property be sold or otherwise transferred to non-U.S. persons or exported. Loaning to non-participants of the DLA LESO Program is not authorized.

D. Requests for property solely for the purpose of cannibalization, and cannibalization of DOD property currently on an LEA inventory, must be submitted in writing thru the State Coordinators office to DLA Disposition Services LESO for approval. The DLA Disposition Services LESO will consider cannibalization requests on a case-by-case basis. Any transportation, repair, maintenance, insurance, disposal or other expenses associated with these assets is the sole responsibility of the LEA.

E. The DLA Disposition Services LESO reserves the right to recall any and all property issued through the LESO Program.

F. The DLA Disposition Services LESO conditionally transfers excess DOD property to States/LEAs enrolled in the LESO Program. DLA Disposition Services LESO retains permanent title to property with Demilitarization (DEMIL) Codes of B, C, D, E, F, G and Q (with an Integrity Code of 3), property with these DEMIL codes is also known as controlled property. Once the State/ LEA no longer have use for property in these DEMIL codes the property must either be transferred to another LEA with State approval first or returned to DLA Disposition Services for disposal.

G. The DLA Disposition Services LESO permanently passes title to property with DEMIL Codes of "A" and "Q" (with an Integrity Code of "6") to the State/LEA after one year from the initial transfer to the State/LEAs property book from the DLA Disposition Services inventory.

1. Property with DEMIL Codes of "A" and "Q" (with Integrity Code of 6) will be systematically archived upon meeting the one year mark and will no longer be on the LEAs inventory. Prior to this property being archived, the State and/or LEAs are still responsible for the accountability and physical control of the item (s).

2. Archived property is not subject to annual inventory requirements, and will not be inventoried during State or DLA Disposition Services LESO Program Compliance Review (PCR).

3. The State and/or LEA may dispose or sell DEMIL "A" and "Q" (with Integrity Code of 6) items that have been archived from the property book, in accordance with applicable Federal, State and local laws.

H. State and LEAs are not authorized to transfer or turn-in property issued under the LESO Program without State and DLA Disposition Services LESO approval. Property will not physically move until the approval process is complete.

I. Property obtained under this SPO must be placed into use within one (1) year of receipt, unless the condition of the property renders it unusable, in which case the property can be returned to the nearest DLA Disposition Services Site. If property is not put into use by the LEA within one (1) year, the State/LEA must coordinate a transfer of property to another LEA or request a turn-in to return the property to the nearest DLA Disposition Services Site.

IV. ENROLLMENT

A. For the purposes of this program, law enforcement activities are defined as Government agencies whose primary function is the enforcement of applicable Federal, State, Local laws, and whose compensated officers have powers of arrest and apprehension.

B. The State and LEA's shall:

1. LEA submits the Application for Participation to the State Coordinator for their approval.

2. Ensure only authorized LEA applications for LESO Program enrollment are submitted.

3. Approve/disapprove applicants in the LESO Program. The State Coordinator will only certify LEAs that are government agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension.

4. Ensure LEAs enrolled in the LESO Program update their account information annually

in the current property accounting system. Annual update is defined as 365 days from initial date of enrollment and/or last update.

5. Provide a comprehensive overview of the LESO Program to all LEAs once they are approved for enrollment.

C. State Required Compliance Criteria:

1. If the Application for Participation is approved by the State Coordinator, it will be forwarded to LESO. If approved by LESO, the State Coordinator's office will then provide the LEA with instructions for registering in both electronic systems used for screening, requisitions, and inventory management. Once approved for participation in the program, the LEA shall submit an updated application packet to the State Coordinator no later than January 31 each year or any time there is a change in personnel or LEA contact information. Failure to do so may result in suspension and/or termination from the program.

2. Identification/Acquisition/Transportation of Property – Property may be identified electronically through the Reutilization Transfer Donation (RTD) website. Once identified, the LEA shall submit an electronic requisition through the RTD website. The State Coordinator shall approve/disapprove the request. Approved requests are sent to the LESO. LESO approved requests are routed to the Enterprise Business Solutions (EBS) or the "system". If the EBS approves, the LEA has fourteen (14) calendar days to make arrangements with the DLA site for removal of the property. It is the responsibility of the LEA to transport requested property from the DLA site to their location. DLA will not fund the transportation cost.

3. LEA Transfer of Responsibility – Program property is assigned to the LEA. A change in the Chief Executive Official (CEO), due to any reason, will not relinquish responsibility from the LEA for properly maintaining existing program property. If the new CEO does not wish to be responsible for existing property, they shall notify the State Coordinator's office in writing that they wish to return equipment to the nearest Disposition Center or transfer it to a qualifying LEA. The LEA remains responsible for existing property until the property is officially transferred or returned.

V. ANNUAL INVENTORY REQUIREMENT

A. Per the DLA Memorandum of Agreement (MOA) between DLA and the State, it is required to conduct an annual inventory certification of controlled property.

B. The State and LEA's shall:

1. Receive and validate incoming certified inventories and reconcile inventories with the LEA.

2. Ensure the LEAs provide serial numbers identified in annual inventory process for

inclusion in the DLA Disposition Services property accounting system, for Aircraft, Watercraft, Tactical Vehicles and Weapons and other unique items, as required.

3. Send confirmation, to the State Coordinator, when the LEAs inventory is reconciled in the DLA Disposition Services LESO property accounting system. This will serve as the State's confirmation that LESO Program controlled property within his/her State has been reconciled in the accounting system of record.

4. The State may suspend/terminate an LEA, as a result of the LEAs failure to properly conduct and/or certify and submit certified inventories, according to the aforementioned requirements.

a. The LEA will complete inventories for their agency by January 31st of each year. The Fiscal Year (FY) is defined as October 1st through September 30th of each year. This provides the LEAs four months to physically inventory LESO Program property in their possession, and submit their certified inventories to their State Coordinators.

b. In addition to the certifying inventories, the State requires photographs for all Aircraft, Watercraft, Tactical Vehicles, NVGs and Weapons received through the LESO Program.

(1) The State requires front, side and data plate photos for Aircraft, Watercraft, Tactical Vehicles and other unique items as required that are received through the LESO Program.

(2) The State requires submission of serial number photos for each Aircraft, Watercraft, Tactical Vehicles, NVGs, Weapons and other unique items as required that are received through the LESO Program.

c. LEAs that fail to comply with the inventory by January 31st may be suspended/terminated from operations within the LESO Program. Further failure to submit the inventory may result in a LEA termination.

d. Validate the accountability of all High Profile (Aircraft, Watercraft, Tactical Vehicles, NVGs and Weapons), High Awareness (Demilitarization required) property with each LEA following a domestic disaster within 60 days by having them conduct a physical inventory.

e. The LEA is aware that High Profile Commodities (Aircraft, Watercraft, Tactical Vehicles, NVGs and Weapons), High Awareness (Demilitarization required) property is subject to additional controls.

VI. PROGRAM COMPLIANCE REVIEWS

A. The State of **Texas** in accordance with the DLA Disposition Services Memorandum of Agreement is subject to Biannual Program Compliance Reviews. This review includes Law Enforcement Agencies that have DLA LESO issued property in their possession. Law Enforcement Agencies that may be selected by the DLA LESO will be subject to a DLA LESO

Property and documentation review. As a participant in the DLA LESO Program your Law Enforcement Agency may be subject to selection in these reviews. In addition to this requirement, the State will conduct annual internal 5% Program Compliance Reviews of LEAs participating in the LESO program in order to ensure accountability, program compliance and validate annual inventory submissions are accurate. Results of internal PCRs in terms of LEA non- compliance with terms and conditions of the LESO Program will be kept on-file at the State Coordinator's Office.

1. The State internal review will include, at minimum:

(a) A review of each selected LEAs LESO Program files.

(b) A review of the signed State Plan of Operation.

(c) A review of the LEA application and screener(s) letter.

(d) A physical inventory and/or approved custody card verification of LESO Program property at each selected LEA.

(e) A review of property accountability procedures to include the following criteria;

1.The proper security and storage of assets. (Secure controlled area with limited access).
2. Asset tracking and sign out procedures in place for LESO assets.
3. Prior approval of any transfer of high visibility assets.
4. Reporting of all lost, missing or stolen assets.
5. Identification of all unused property**

**The State and/or LEA will bear all expenses related to the repossession, transfer or turn-in of LESO Program property to a different LEA or the nearest DLA Disposition Service site.

(f) A specific review of each selected LEAs files for the following: DD Form 1348-1A for each item currently on inventory, weapons documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any) and other pertinent documentation as required.

VII. REPORTING REQUIREMENTS FOR LOST, MISSING, STOLEN, DAMAGED OR DESTROYED LESO PROGRAM PROPERTY

A. All property missing, lost, stolen, damaged, or destroyed must be reported to the State and DLA Disposition Services LESO.

1. Excess DOD personal property with a Demilitarization Code of B, C, D, E, F, G and Q (with an Integrity Code of 3) must be reported to the State and DLA Disposition Services LESO within

twenty-four (24) hours.

2. Excess DOD personal property with a Demilitarization Code of A or Q (with an Integrity Code of 6) must be reported to the State and DLA Disposition Services LESO within seven (7) days.

3. All reports are subject to the DLA Office of the Inspector General (OIG) inspection.

B. The DLA Disposition Services LESO may grant extensions to the reporting requirements listed above, on a case by case basis.

VIII. AIRCRAFT AND WEAPONS

A. Aircraft (fixed wing and rotary wing), may be transferred to the LEA for its use in law enforcement activities. The State Plan of Operation must ensure that all LEAs and all subsequent users are aware of and agree to provide all required controls and documentation in accordance with applicable laws and regulations for these items.

Additionally, the following conditions apply:

Aircraft acquired *prior to* September 30, 1996, under the 1208 Program *were* considered "1208 Aircraft". Public Law 104-201, Section 1033 (b) (1) repealed all Section 1208. Therefore, all aircraft and/or aircraft parts are considered LESO Program aircraft and/or aircraft parts as of September 30, 1996. [As repealed by Pub. L. 104-201 Sec. 1033 (b) (1)]. Sale, trade or transfer of aircraft and/or aircraft parts (acquired prior to September 30, 1996) may be authorized by the DLA Disposition Services LESO, on a case by case basis. The DLA Disposition Services LESO reserves the right to approve or deny requests for sale, trade or transfer of all LESO Program aircraft and/or aircraft parts, regardless of when the aircraft was originally acquired.

B. Law Enforcement Agencies no longer requiring LESO Program weapons must request authorization to transfer or return weapons. Transfers and turn-ins of weapons must be approved by the State Coordinator and the DLA Disposition Services LESO. Weapons will not physically move until the approval process is complete. Weapons that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer indicating that he/she has received the appropriate weapon(s) with the correct, specific serial number(s).

IX. RECORDS MANAGEMENT

A. State Coordinator and LEAs enrolled in the LESO Program, must maintain all records in accordance with the DLA Records Schedule. Records for property acquired through the LESO Program have retention controls based on the properties DEMIL codes. All documents concerning a property record must be retained.

1. Property records for items with DEMIL codes of A and Q (with a DEMIL Integrity code of 6) must be retained for two calendar years (CY) from approval date and then may be destroyed.

2. Property records for items with DEMIL codes of B, C, D, E, F, G and Q (with a DEMIL Integrity code of 3) must be retained for 5 years or for the life span of the property, whichever is longer.

3. Environmental Property records must be retained for fifty years, regardless of DEMIL code (Chemicals, Batteries, Hazardous Material/Hazardous Waste).

4. LESO Program files must be segregated from all other records.

5. All property records must be filed, retained, and destroyed in accordance with the DLA Records Schedule. These records include, but are not limited to the following: DRMS Form 103, DD Form 1348-1A, requests for transfer, turn-in, or disposal, approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1) and any other pertinent documentation and/or records associated with the LESO Program.

X. PROPERTY ALLOCATION

A. The State and LEA's shall:

1. Ensure LEAs submit appropriate justifications when requesting excess DOD property via the LESO Program, and will ensure LESO Program property will be used for law enforcement purposes only.

2. Access the DLA Disposition Services LESO Website on a weekly basis for timely and accurate guidance, information and links concerning the LESO Program and ensure that all relevant information is passed on to participating LEAs.

3. Encourage and assist the Law Enforcement Agencies in the use of electronic screening of property via the DLA Disposition Services Reutilization, Transfer and Donation (RTD) Web.

4. Upon receipt of a valid LEA request for property, submit requests that ensure fair and equitable distribution of property to the greatest extent possible based on current LEA inventory and LEA justification for property. Generally no more than one of any item per officer will be allocated.

5. Maintain access to the DLA Disposition Services RTD Website to approve/ disapprove transfers, turn-ins and disposal requests from an LEA or to generate these requests at the State level and forward all approvals to the DLA Disposition Services LESO for action.

6. Assist the LEAs with enrollment, property request, transfer, turn-in and disposal procedures.

7. Review property requests in the DLA Disposition Services RTD Website and property receipts and conduct monthly reconciliations of property records.

8. Access the DLA Disposition Services RTD Web at a minimum of once daily (Monday thru Friday) to process LEAs requests for excess DOD property.

XI. PROGRAM SUSPENSION & TERMINATION

A. The LEA is required to abide by the terms and conditions of the State Plan of Operation in order to maintain active status.

B. The State and/or DLA LESO shall suspend or terminate an LEA:

1. Suspend LEAs in all situations relating to the suspected or actual abuse of LESO Program property or requirements and/or repeated failure to meet the terms and conditions of the SPO. Suspension may lead to TERMINATION.

2. Suspend or terminate an LEA(s) and/or LEA POC(s) based upon their findings during internal program compliance reviews and/or spot checks at the State level.

3. Require the LEAs to complete and submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property. The LEA must submit all documentation to the State and DLA Disposition Services LESO upon receipt.

4. Initiate corrective action to rectify suspensions and/or terminations placed upon the LEAs for failure to meet the terms and conditions of the LESO Program.

5. The State Coordinator will maintain contact (until resolved) with suspended LEA(s) within his/her State to ensure corrective actions are rectified by timeframe provided by the DLA Disposition Services LESO.

6. Provide documentation to the State and DLA Disposition Services LESO when actionable items are rectified by the LEA.

7. In the event of a LEA termination, the State Coordinator will make every attempt to transfer the LESO Program property of the terminated LEA to an authorized LEA, as applicable, prior to requesting a turn-in of the property to the nearest DLA Disposition Services Site.

8. In cases relating to an LEA termination, the LEA will have 60 days to complete the transfer or turn-in of all LESO Program property in their possession.

9. Request reinstatement via the State Coordinator or SPOC(s) to full participation status at the conclusion of a suspension period.

10. The DLA Disposition Services LESO Program Manager has final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.

XII. COSTS & FEES

A. All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program, is the sole responsibility of the LEA.

XIII. NOTICES

A. The State or DLA Disposition Services LESO, may, from time to time, propose modifications or amendments to the provisions of this SPO. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator or LEA to conform changes affecting their operations.

XIV. ANTI-DISCRIMINATION

A. By signing this SPO or accepting excess DOD personal property under this SPO, the State pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:

1. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) as implemented by DOD regulations 32 CR Part 195.

2. On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90.

3. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 U.S.C. 794), as implemented by Department of Justice regulations in 28 CFR Part 41 and DOD regulations at 32 CFR Part 56.

B. These elements are considered the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the LEA.

XV. INDEMNIFICATION CLAUSE

A. To the extent permitted by law, the State Coordinator/LEA shall indemnify and hold the U.S. Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate bodies, in any manner caused by or contributed to by the State/LEA, its agents, servants, employees, or any person subject to its control while in, upon or about the sale site and/or the site on which the property is located, or while the property is in the possession of, used by, or subject to the control of the State/LEA, its agents, servants, or employees after the property has been removed from U.S. Government control. The State will maintain or assure that the LEA maintains adequate insurance to cover damages or injuries to persons or property relating to the use of the property. Self-insurance by the State/LEA is considered

acceptable. The U.S. Government assumes no liability for damages or injuries to any person(s) or property arising from the use of the property.

XVI. TERMINATION

A. This State Plan of Operation may be terminated by either party, provided the other party receives thirty (30) days' notice, in writing, or as otherwise stipulated by Public Law.

B. The undersigned Chief Executive Official for the LEA hereby agrees to comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

XVII. IN WITNESS THEREOF, the parties hereto have executed this agreement as of the last date written below.

Hidalgo County Pct 3 Constable Department
Agency Name

Lazaro Gallardo, Jr. - Constable
Type/Print Chief Executive Official Name

Chief Executive Official Signature

Date (MM/DD/YYYY)

Skylor Hearn
Type/Print State Coordinator

State Coordinator Signature

Date (MM/DD/YYYY)

XVIII. Addendum

A. As of July 1, 2014, the DLA LESO has implemented policy and procedural changes which place additional controls on certain excess DOD property with Demilitarization codes of Q (with an Integrity Code of 6). These items will be subsequently referred to as, "National Security Exemption (NSE) restricted DEMIL Q6 items". Section III-General Terms and Conditions, § G-H, has been amended via Section XVIII-Addendum, to reflect the additional controls placed on these items.

1. The DLA LESO will maintain a list of National Security Exemption (NSE) restricted DEMIL Q6 items, by National Stock Numbers (NSN), which will be treated as controlled property.

2. All items falling into this category that were acquired with an MRO/Ship date after July 1, 2013, will be treated as controlled property, and will *not* be systematically archived from the DLA LESO inventory. Law Enforcement Agencies are not authorized to sell NSE restricted Q6 items.

3. When an NSE restricted DEMIL Q6 item is no longer needed by a Law Enforcement Agency, the item must be turned back into a DLA Disposition Services location or transferred to another participating Law Enforcement Agency within the DLA LESO.

4. For Annual Inventory purposes, Law Enforcement Agencies who obtain or have obtained NSE restricted DEMIL Q6 items after July 1, 2013, must now provide Serial numbers for these items. In addition, photographs of these items may also be required, if the item falls into a Federal Supply Group (FSG) of 10, 15, 19 or 23.

5. Law Enforcement Agencies may request to sell items with a DEMIL Code of Q (with an Integrity Code of 6), which *do not* fall into the category of NSE restricted items, but must gain State Coordinator and DLA LESO approval, *prior to* the actual sale of such items. These items will *not* be systematically archived from the DLA LESO inventory.

6. Only excess property with a DEMIL Code of A will continue to systematically archive from the DLA LESO inventory one year from MRO/Ship date. Title for items in this category will continue to pass to the LEA.

The aforementioned changes to the State Plan of Operation (SPO) are acknowledged and accepted by the following individuals:

Lazaro "Larry" Gallardo, Jr.
Type/Print Chief Executive Official Name

Chief Executive Official Signature

Date (MM/DD/YYYY)

SKYLOR HEARN
Type/Print State Coordinator Name

State Coordinator Signature

Date (MM/DD/YYYY)

AI-46792 **Constables 9. C.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct. 4 (1284)
Approval to appropriate Operation Stonegarden Grant funds transferred by the Sheriff's Office for mileage in the amount of $6,000.00. (Federal Grant Award#EMW-2013-SS-00045; SSA Award 13-SR-48215-01 Grant Period: 9/1/2013 to 2/28/2015)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 201X ACCT. #: 4-1284-421-00-294-047-6-581

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of$6,000.00

4-1284-421-00-294-047-6-000 CONST PCT 4 – OPSG Revenues

SO AI# 46465 was approved on 9-23-14 to de-obligate 6,000 and transferred to Constable Pct#4.

Stonegarden Grant FY 2013

Attachments

LIT10114

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/02/2014 02:28 PM
Manuel Chapa	Manuel Chapa	10/09/2014 04:59 PM
Auditor's Office	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Nayla Munoz Started On: 10/01/2014 01:39 PM

Final Approval Date: 10/10/2014

DATE: October 1, 2014

2014
Appropriation

DEPARTMENT HEAD: Atanacio "J.R." Gaitan

DEPARTMENT NAME: Constable Precinct 4

ACCOUNT NUMBER: 4-1284-421-00-294-047-6-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
4-1284-421-00-294-047-6-581	CONST PCT 4 - OPSG	TRAVEL IN COUNTY	$6,000.00
4-1284-421-00-294-047-6-000	CONST PCT 4 - OPSG	REVENUES	$6,000.00
		TOTAL BUDGET INCREASE (DECREASE)	**$6,000.00**

REASON: To appropriate Operation Stonegarden Grant monies transferred by the Sherrif's Office for the mileage.

Federal Grant Award#EMW-2013-SS-00045; SSA Award 13-SR-48215-01 Grant Period: 9/1/2013 to 2/28/2015

Horaldo Sanchez
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-46845 **Constables 9. D.**

CC - REGULAR

Meeting Date: 10/14/2014

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

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Precinct No. 4:
Discussion, consideration, and approval to appoint Armando Rivas as a Deputy Constable by Constable A. "J.R." Gaitan, Constable Precinct 4 in accordance with Texas Local Government Code Section 86.011.

BACKGROUND

Armando Rivas 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 #0013)

Attachments

Chap86

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/07/2014 01:36 PM
Obdett Calzada	Obdett Calzada	10/10/2014 02:51 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Nayla Munoz Started On: 10/06/2014 04:30 PM

Final Approval Date: 10/10/2014

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-46764 **Justices of the Peace 10. A.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted By: Melinda Villalpando, J.P. 5, 1

Department: J.P. 5, 1

Information

CAPTION

J.P. Pct. #5, Pl. 1 - E. "Speedy" Jackson:
Approval of the following expenses in accordance with Exiting Officials Expenditure Policy:

Vendor	Amount	Item	Purpose of Expense
TJCT	$150.00	Registration	2014-2015 Texas Justice Court Training Seminar (11/16/2014-11/19/2014)
Judge Espiridion Jackson	$438.83	Mileage	2014-2015 Texas Justice Court Training Seminar (11/16/2014-11/19/2014)
Judge Espiridion Jackson	$188.03	Lodging	The San Luis Hotel Galveston, Texas
Judge Espiridion Jackson	$156.00	Meals	2014-2015 Texas Justice Court Training Seminar
Total:	$932.86		

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-412-00-069-001-0-584

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

BUDGETARY IMPACT:

Funds available through PO#715009.

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-412-00-069-001-0-583

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

BUDGETARY IMPACT:

Funds available through Req#00264343 & 00264386.
Full funding will be in place pending CC approval of AI-46770.

Attachments

Judge Travel Approval
Judge Travel Approval

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/01/2014 01:52 PM
Glinda Pacheco	Glinda Pacheco	10/07/2014 11:04 AM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Melinda Villalpando Started On: 09/30/2014 10:01 AM

Final Approval Date: 10/10/2014

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 09/23/14

DEPARTMENT NAME: Hidalgo County Justice of the Peace, Pct. 5

TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

NAME & TITLE OF EMPLOYEE(S) TRAVELING: Espiridion Jackson, Judge

EVENT INFORMATION

TITLE OF EVENT: Justice of the Peace Twenty Hour Seminar

EVENT DATE(S) FROM: 11/17/14 TO: 11/19/14

DEPARTURE DATE: 11/16/14 RETURN DATE: 11/19/14

LOCATION OF EVENT: CITY: Galveston STATE: Texas

PURPOSE OF TRAVEL

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

_____ To obtain statutorily required continuing professional education.

x To obtain continuing education related to an employee's work or maintenance of a license or certification.

_____ To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.

x To participate in professional organizations related to the employee or official's job assignment.

_____ To conduct essential research & information-gathering for improvement of County operations or compliance with law.

_____ To monitor the development of state or federal legislation or implementation of legislation that might affect the County

_____ To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County

_____ To pursue the County's interests in litigation or criminal justice.

_____ To promote the economic development interests of the County.

_____ To carry out other purposes determined by Commissioners' Court to be in the interest of the County (Commissioners' Court approval is attached).

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

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

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ 150.00	
Subtotal for Object Code 584	$ 150.00	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT	$ 438.83	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$ 188.03	
11. MEALS	$ 156.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 782.86	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 932.86	$

MODE OF TRAVEL (Place an "X" by applicable mode of travel)

AIRFARE*	
BUS**	
Rental Car**	
County Vehicle**	
Private Vehicle**	x
OTHER** (Specify)	

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

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

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

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

I certify that:

x Trip expenses are necessary and will be incurred for official county business.

x Reasonable efforts to minimize the use of county funds have been explored.

x Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.

_____ If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
E. L.	9/23/14	Melinda Villalpando	956-318-3300

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

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

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

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:

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

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 09/23/14

DEPARTMENT NAME: Hidalgo County Justice of the Peace, Pct. 5

TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

NAME & TITLE OF EMPLOYEE(S) TRAVELING: Espiridion Jackson, Judge

EVENT INFORMATION

TITLE OF EVENT: Justice of the Peace Twenty Hour Seminar

EVENT DATE(S) FROM: 11/17/14 TO: 11/19/14

DEPARTURE DATE: 11/16/14 RETURN DATE: 11/19/14

LOCATION OF EVENT: CITY: Galveston STATE: Texas

PURPOSE OF TRAVEL

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

_____ To obtain statutorily required continuing professional education.

x To obtain continuing education related to an employee's work or maintenance of a license or certification.

_____ To testify before legislative bodies, regulatory agencies and commissions, and other forums that may make decisions affecting the County and its affiliated organizations and operations.

x To participate in professional organizations related to the employee or official's job assignment.

_____ To conduct essential research & information-gathering for improvement of County operations or compliance with law.

_____ To monitor the development of state or federal legislation or implementation of legislation that might affect the County

_____ To participate in forums, coalitions, & discussions relating to the policy, legislative & regulatory interests of the County

_____ To pursue the County's interests in litigation or criminal justice.

_____ To promote the economic development interests of the County.

_____ To carry out other purposes determined by Commissioners' Court to be in the interest of the County (Commissioners' Court approval is attached).

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

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

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ 150.00	
Subtotal for Object Code 584	$ 150.00	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT	$ 438.83	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$ 188.03	
11. MEALS	$ 156.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 782.86	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 932.86	$

MODE OF TRAVEL (Place an "X" by applicable mode of travel)

AIRFARE*	
BUS**	
Rental Car**	
County Vehicle**	
Private Vehicle**	x
OTHER** (Specify)	

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

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

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

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

I certify that:

x Trip expenses are necessary and will be incurred for official county business.

x Reasonable efforts to minimize the use of county funds have been explored.

x Sufficient funds are available within in my department's budget to pay for the related travel expenses without the need of a budget amendment.

_____ If this trip is for out-of-state training, the training is not available in some other form that does not require out-of-state travel.

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
E. L.	9/23/14	Melinda Villalpando	956-318-3300

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

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

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

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:

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

AI-46663 **Human Resources 11. A.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: Pct. 4 - Joseph Palacios **Submitted By:** Diana Munoz, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Precinct #4 - Drainage Improvement Project (1200):
1. Approval to delete one (1) full time position and create one (1) full time position as follows:

Action	*Dept/Program*	*Slot#*	*Position Title*	*Actual/Proposed Budgeted Salary*
Delete	124-036	0033	Maintenance V	$30,503.00
Create	124-036	0034	Heavy Equipment Operator II	$30,503.00

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-124-036-0-xxx

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

PAR Forms & Job Desc
FISCAL NOTE
REVISED SALARY SCHEDULE

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/30/2014 05:01 PM
Obdett Calzada	Obdett Calzada	10/06/2014 02:52 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Diana Munoz Started On: 09/23/2014 02:11 PM

Final Approval Date: 10/10/2014

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 22 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **PCT 4 (124-036) Drainage Improvement Projects**

DATE: **09/22/14**

CURRENT POSITION TITLE: **Maintenance V**

CURRENT SLOT. #: **124-036-0033**

REQUESTED POSITION TITLE:

REQUEST FOR: OF POSITION

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

POSITION SALARY REQUEST:

NO. OF POSITIONS	CURRENT SALARY	PROPOSED SALARY	NET CHANGE
1	**$ 30,503.00**	**$ .00**	$ **($30,503.00)**

HIDALGO COUNTY BUDGET OFFICE OCT 2 PM 1 06

Position to be funded from one of the following:

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

☐ Other **N/A**

POSITION TYPE:

Full Time Employee Object 113 ☒ X

Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐

Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Pct 4 no longer has a need for this position.

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

N/A

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Joseph Palacios MAB DEPARTMENT HEAD	9/22/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET:	☐ YES	☐ NO
2.	Esther A. Cortez by Sylvia Rios 09.23.14 HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	10/02/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
SEP 22 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **PCT 4 (124-036) Drainage Improvement Projects** DATE: **09/22/14**

CURRENT POSITION TITLE: **N/A**

CURRENT SLOT. #: **124-036-0034**

REQUESTED POSITION TITLE: **Heavy Equipment Operator II**

REQUEST FOR: OF POSITION

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

POSITION SALARY REQUEST:

NO. OF POSITIONS	CURRENT SALARY	PROPOSED SALARY		NET CHANGE
1	**$ .00**	**$30,503.00**	$	**$30,503.00**

2014 OCT 2 PM 1 05
HIDALGO COUNTY BUDGET OFFICE

Position to be funded from one of the following:

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

☐ Other **Acct #1200-431-00-124-036-0-**

POSITION TYPE:

Full Time Employee Object 113 [X]
Part Time Employee Object 114 [ ]
Full Time Temporary Object 121 [ ]
Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

To better serve Pct 4 constituents by providing all drainage related maintenance labor as needed.

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

See Attached

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Joseph Palacios HAVS	9/22/14		☒ Yes	☐ NO
	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET:		
2.	Esther A. Lozano by Sylvia Rios	09.23.14		☑ Yes	☐ NO
	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED		
3.		10/02/2014		☑ Yes	☐ NO
	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED		
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY PRECINCT #4
DRAINAGE IMPROVEMENT PROJECT

DRAINAGE HEAVY EQUIPMENT OPERATOR II

GENERAL DESCRIPTION

Drives and operates motor grader and various heavy equipments. This is a responsible position that may involve minimal instruction or supervision. This is a skilled-labor position involved with the operation of medium to large-class heavy equipment, or servicing an operation such as garbage collection, clearing of right-of-way and drainage ditches of debris. The employee may be assigned a number of tasks.

EXAMPLES OF WORK PERFORMED

Serves as operator of heavy gasoline and/or diesel equipment such as a motor grader, backhoes, and other medium-to large-class equipment

Employee will be expected to grade roads, spread caliche and may assist in opening new roads

Clear/Clean or build bar ditches according to surrounding ground elevations and availability of drainage

Ability to operate small-class trucks including pick-up truck, dump truck, water truck, tractor, sedan, flat bed truck

Loads truck; hauls dirt, gravel, caliche, water, garbage and/or other materials and equipment to designated areas and unloads truck

Ability to operate generators, pumps, hand tools and a 2-way radio

Maintains vehicle in ready working condition, including fuel, proper lubrication and cleaning

Examines vehicles for needed repairs and routine maintenance and reports necessary repairs

Ability to operate and maintain equipment that is used during projects to repair roads, brush pickups, or clearing of drainage ditches

Performs maintenance and construction duties including installation of culverts

Regular attendance is a must

Ability to work well will others

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

Employee must have a minimum of four (4) years experience working with motor grader/heavy equipment and possess basic knowledge of minor repairs and adjustments; or

Any equivalent combination of experience and training, which provides the required knowledge, skills and abilities to perform duties

Certificates, Licenses & Registrations

Texas Commercial Driver's License (CDL – Class C) required; CDL may require specialized endorsements depending on area of assignment

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

Positions requiring a CDL or positions of a safety sensitive nature are subject to drug and alcohol testing in accordance with federal regulations

Knowledge, Skills, and Abilities

Knowledge of the safe operation of the equipment used and of the provisions of the Texas Motor Vehicle Code relating to the operation of equipment/vehicles

Sufficient skills to operate equipment effectively and safely

Ability to perform strenuous work outdoors

Ability to understand and follow oral instructions

Ability to read and comprehend simple instructions, short correspondence and memos

Ability to read and interpret documents such as safety rules, maintenance instructions and procedure manuals

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

Ability to calculate figures and amounts such as simple addition, subtraction, multiplication and division

Ability to apply common sense understanding to carry out detailed but uninvolved written and/or oral instructions

Ability to deal with problems involving a few concrete variables in standardized situations

Must be able to perform the duties of Heavy Equipment Operator I

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

PHYSICAL DEMANDS:

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

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

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

- working closely with others

- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, October 14, 2014**

Agenda Item: **46663**

Summary of request/proposal:
Approval to delete/create the following full-time position:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1200	MAINTENANCE V	0033	113	30,503.00	0.00	(30,503.00)
1200	HEAVY EQUIPMENT OPERATOR II	0034	113	0.00	30,503.00	30,503.00
				30,503.00	30,503.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
4-1200-431-00-124-036-0	113	PCT 4 DRAIN IMPRV PRJ	REGULAR FULL TIME	$0.00
4-1200-431-00-124-036-0	211	PCT 4 DRAIN IMPRV PRJ	HEALTH INSURANCE	$0.00
4-1200-431-00-124-036-0	212	PCT 4 DRAIN IMPRV PRJ	LIFE INSURANCE	$0.00
4-1200-431-00-124-036-0	220	PCT 4 DRAIN IMPRV PRJ	FICA	$0.00
4-1200-431-00-124-036-0	230	PCT 4 DRAIN IMPRV PRJ	RETIREMENT	$0.00
4-1200-431-00-124-036-0	250	PCT 4 DRAIN IMPRV PRJ	UNEMPLOYMENT COMP	$0.00
4-1200-431-00-124-036-0	260	PCT 4 DRAIN IMPRV PRJ	WORKER'S COMP	$0.00
			2014 Budgetary Impact	$0.00

2015 Budgetary Impact: $0.00

Possible Funding Sources: **NO BUDGETARY IMPACT.**

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1200-431-00-124-036-0

AI - 46663

Pct 4 Drainage Imprv Prj

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	DIRECTOR OF OPERATIONS	$67,800.00	$0.00	$67,800.00	0	$0.00	$0.00	$67,800.00	$53,560.00	$300.00	$0.00	$0.00	$0.00	$0.00	$53,860.00
0003	113	EXCAVATOR- HEAVY EQUIP OP	$41,638.00	$0.00	$41,638.00	0	$0.00	$0.00	$41,638.00	$41,638.00	$300.00	$0.00	$0.00	$0.00	$0.00	$41,938.00
0004	113	HEAVY EQUIP OP	$41,638.00	$0.00	$41,638.00	0	$0.00	$0.00	$41,638.00	$41,638.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,638.00
0005	113	HEAVY EQUIPMENT OPERATOR	$32,445.00	$0.00	$32,445.00	0	$0.00	$0.00	$32,445.00	$32,445.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,445.00
0009	113	PIPE LAYER/FITTER	$27,810.00	$0.00	$27,810.00	0	$0.00	$0.00	$27,810.00	$27,810.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,810.00
0014	113	CONSTRUCTION MANAGER	$45,964.00	$0.00	$45,964.00	0	$0.00	$0.00	$45,964.00	$45,964.00	$0.00	$0.00	$0.00	$0.00	$0.00	$45,964.00
0015	113	EXCAVATOR/HEAVY EQUIPMENT OPERATOR	$43,698.00	$0.00	$43,698.00	0	$0.00	$0.00	$43,698.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0016	113	EXCAVATOR/HEAVY EQUIPMENT OPERATOR	$43,698.00	$0.00	$43,698.00	0	$0.00	$0.00	$43,698.00	$43,698.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,698.00
0017	113	EXCAVATOR - HEAVY EQUIPMENT OPERATOI	$43,698.00	$0.00	$43,698.00	0	$0.00	$0.00	$43,698.00	$43,698.00	$300.00	$0.00	$0.00	$0.00	$0.00	$43,998.00
0018	113	TRUCK DRIVER III	$30,503.00	$0.00	$30,503.00	0	$0.00	$0.00	$30,503.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0019	113	TRUCK DRIVER III	$30,503.00	$0.00	$30,503.00	0	$0.00	$0.00	$30,503.00	$30,503.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,503.00
0020	113	TRUCK DRIVER III	$30,503.00	$0.00	$30,503.00	0	$0.00	$0.00	$30,503.00	$30,503.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,503.00
0021	113	TRUCK DRIVER III	$30,503.00	$0.00	$30,503.00	0	$0.00	$0.00	$30,503.00	$30,503.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,503.00
0022	113	TRUCK DRIVER III	$30,503.00	$0.00	$30,503.00	0	$0.00	$0.00	$30,503.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0023	113	TRUCK DRIVER III	$30,503.00	$0.00	$30,503.00	0	$0.00	$0.00	$30,503.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0027	113	TRUCK DRIVER II	$30,503.00	$0.00	$30,503.00	0	$0.00	$0.00	$30,503.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0028	113	TRUCK DRIVER III	$30,503.00	$0.00	$30,503.00	0	$0.00	$0.00	$30,503.00	$30,503.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,503.00
0030	113	TRUCK DRIVER III	$30,503.00	$0.00	$30,503.00	0	$0.00	$0.00	$30,503.00	$30,503.00	$360.00	$0.00	$0.00	$0.00	$0.00	$30,863.00
0031	113	DIRECTOR OF CONSTRUCTION	$49,955.00	$0.00	$49,955.00	0	$0.00	$0.00	$49,955.00	$49,955.00	$0.00	$0.00	$0.00	$0.00	$0.00	$49,955.00
0032	113	PROGRAM MANAGER	$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
		APPROVAL TO DELETE THE FOLLOWING FULL TIME POSITION:														
~~0033~~	~~113~~	~~MAINTENANCE V~~	~~$30,503.00~~	~~$0.00~~	~~$30,503.00~~	~~0~~	~~$0.00~~	~~$0.00~~	~~$30,503.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
		APPROVAL TO CREATE THE FOLLOWING FULL TIME POSITION:														
0034	113	HEAVY EQUIPMENT OPERATOR II	$0.00	$30,503.00	$30,503.00		$0.00	$0.00	$30,503.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
			$804,029.00	$0.00	$804,029.00		$0.00	$0.00	$804,029.00	$593,576.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$594,836.00

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

AI-46820 **Health & Human Services Dept. 12. A.**

CC - REGULAR

Meeting Date: 10/14/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to accept the Preparedness and Prevention Community Preparedness Section grant contract #2015-047253-001 in the amount of $140,730.00 for the period of 10/01/2014 to 06/30/2015.
2. Requesting approval for County Judge to sign the Certification Regarding Lobbying statement.
3. Requesting approval for County Judge to sign the Fiscal Federal Funding and Transparency Act Certification.
4. Requesting approval of the Certification of Revenue in the amount of $127,937.00.
5. Requesting approval of the budget appropriation in the amount of $127,937.00 in grant funds and $12,793.00 in local match funds.

BACKGROUND

06/17/14 - AI-44876 - Approval to apply for grant.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 4-1293-441-00-340-047-5-XXX

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

BUDGETARY IMPACT:

Grant requires a 10% local funding match.

Revenue account: 4-1293-331-12-340-047-5-000 PPCPS-BD REVENUE

Transfer In:4-1293-391-01-000-100-5-000
Transfer out: 4-1100-491-01-000-293-5-891

Attachments

Grant Contract

Budget appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/03/2014 10:24 AM
Manuel Chapa	Manuel Chapa	10/09/2014 04:59 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Mike Escaname Started On: 10/03/2014 08:40 AM

Final Approval Date: 10/10/2014

From: "Ockletree,Donna (HHSC)" <Donna.Ockletree@hhsc.state.tx.us>
To: "Evangelina.Rubio@hchd.org" <Evangelina.Rubio@hchd.org>, "Evangelina.Rubio@hchd.org" <Evangelina.Rubio@hchd.org>, "mike.escaname@hchd.org" <mike.escaname@hchd.org>, "nancy.trevino@hchd.org" <nancy.trevino@hchd.org>
Cc: "Wilczynski,Jonah (DSHS)" <Jonah.Wilczynski@dshs.state.tx.us>
Subject: 2015-047253-001, PPCPS/BTDFP1, HIDALGO COUNTY
Date: 10/1/2014 6:50:07 PM

Hello Contractor,

Attached are files containing your Department of State Health Services (DSHS) contract. Please print two copies of each, in the order they appear in this email, sign and return both copies to this division as soon as possible. To expedite contract execution, please overnight the contract to the physical address below. Your contract will be signed by DSHS and returned to your agency.

Also attached 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 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 two 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:

Health and Human Services Commission
Procurement and Contracting Services
Attn: **Donna Ockletree**
4405 North Lamar Blvd.
MC 2020
Austin, TX 78756

Please reference the DSHS contract and attachment number in all future correspondence.

If you have questions, contact **Donna Ockletree** at 512-**206-4787** or via email at donna.ockletree@hhsc.state.tx.us.

Sincerely,

Donna Ockletree, CTPM
Procurement and Contracting Services
Health and Human Services Commission
PCS Customer Service: CST_HHSC@hhsc.state.tx.us
Phone: 512-206-4787
Fax: 512-206-5511

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2015-047253 (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 $127,937.00, 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 10/01/2014 and ends on 06/30/2015. 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:

2015-047253-001 Preparedness and Prevention Community Preparedness Section / Bioterrorism Discre

c. General Provisions (Sub-recipient)
d. Solicitation Document(s) **(NA)**, and
e. Contractor's response(s) to the Solicitation Document(s) **(NA)**.
f. Exhibits **(NA)**

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:_____	By:_____
Signature of Authorized Official	Signature
_____	_____
Date	Date
David Gruber	_____
	Printed Name and Title
Assistant Commissioner for Regional and Local Health Services	_____
	Address
1100 WEST 49TH STREET	_____
AUSTIN, TEXAS 78756	City, State, Zip
512.776.7111	_____
	Telephone Number
david.gruber@dshs.state.tx.us	_____
	E-mail Address for Official Correspondence

DOCUMENT NO. 2015-047253
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000409284

CONTRACTOR: HIDALGO COUNTY

DSHS PROGRAM: Preparedness and Prevention Community Preparedness Section / Bioterrorism Discre

TERM: 10/01/2014 THRU: 06/30/2015

SECTION I. STATEMENT OF WORK:

A. Contractor will complete the Public Health Emergency Preparedness (PHEP) Operation Lonestar 2015 Project BP3-LHD-27 and 2015 South Texas Hurricane Conference: Resilient Regional Communities – Tools for Today and Tomorrow Project BP3-LHD-25. Also, the Contractor will complete one time funding activities allocated at **$30,937.00** during the term of this contract that align with one or more of the 15 PHEP capabilities by performing activities that support the Public Health Emergency Preparedness 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 by advancing public health and healthcare preparedness.

B. Depending on the type of project that the Contractor is performing under this Contract, the Contractor will address the following CDC PHEP Capabilities that are specific to the project.

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 me met 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 Material Management and Distribution** is the ability to acquire, maintain (e.g., cold chain storage or other storage protocol), transport distribute, and track medical material (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical material, 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. Contractor will complete the following two projects:

1. Operation Lonestar 2015 Project BP3-LHD-27, which has been allocated $20,000.00. Operation Lone Star (OLS) is a full-scale exercise by Hidalgo County Health and Human Services Department in partnership with Texas Department of State Health Services (DSHS) - Health Service Region-11, Texas Military Force, and local stakeholders/partners. The design of OLS is to establish a learning environment for stakeholders and partners to exercise emergency response plans, policies, and procedures as they pertain to a real life emergency.

2. 2015 South Texas Hurricane Conference: Resilient Regional Communities – Tools for Today and Tomorrow Project BP3-LHD-25, which has been allocated $77,000.00. This project is to support the need for a coordinated and multidisciplinary conference to educate regional and local partners in preparedness and response for hurricanes, mass fatality, EOC, and encourage standards for resiliency.

D. If this Contract is for more than one project, then Contractor will request and receive approval to move funds between projects from their assigned DSHS contract manager and project manager before these funds can be moved.

E. Contractor will not exceed the total amount of this Contract without DSHS prior approval, which will be evidenced by the Parties executing a written amendment.

F. 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.

G. The Parties have the authority under Texas Government Code Chapter 791 to enter into this Interlocal Cooperation Contract.

H. 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 Plan (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; and
6. Preparedness Program Guidance(s) as provided by DSHS and CDC.

I. 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.

J. The Contractor is required to provide matching funds for this Contract 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.

K. 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 agreement 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. This provision is not applicable if the Contractor is an institution of higher education or a poison control center.

L. Contractor will inform DSHS in writing if Contractor will not continue performance under this Contract within thirty days of receipt of an amended standard(s) or guideline(s). DSHS may terminate this Contract immediately or within a reasonable period of time as determined by DSHS.

M. If applicable, 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.

N. 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. If applicable, vacant positions existing after ninety days may result in a decrease in funds.

O. The Contractor will submit:

1. 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. A PHEP Discretionary Project Closeout Report in a format specified by DSHS no later than August 14, 2015; and
3. Reports as requested by DSHS to satisfy information-sharing Requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c).

If Contractor is legally prohibited from providing such reports, Contractor will immediately notify DSHS in writing.

P. 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 Contract for response efforts. DSHS shall reimburse Contractor up to five percent of this Contract funded by 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.

Q. 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.

SECTION II. PERFORMANCE MEASURES:

A. Discretionary:

1. 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.

2. Contractor will report the project expenditure breakdown on the monthly B-13 (State of Texas Purchase Voucher) and provide an update of progress and activities as outlined in PHEP Discretionary Monthly Project Report.

3. Contractor will submit the PHEP Discretionary Monthly Project Report for each project that is outlined in Section 1, Statement of Work. Each report will be submitted to the PHEP@dshs.state.tx.us inbox.

B. Non-Discretionary/One-Time:

1. Monthly B-13 and additional acceptable supporting documentation will be submitted to the PHP.VoucherSupport@dshs.state.tx.us inbox, as well as the invoices@dshs.state.tx.us inbox outlined in Section VI.

C. The PHEP Discretionary Monthly Project Report is due in accordance to the table below:

October 1 – October 31, 2014	November 5, 2014
November 1 – November 30, 2014	December 5, 2014
December 1 – December 31, 2014	January 5, 2015
January 1-January 31, 2014	February 5, 2015
February 1-February 28, 2015	March 5, 2015
March 1-March 31, 2015	April 7, 2015
April 1-April 30, 2015	May 5, 2015
May 1-May 31, 2015	June 5, 2015
June 1-June 30, 2015	July 7, 2015
Discretionary Project Closeout Report	August 14, 2015 or earlier.

Contractor shall provide services in the following counties: Hidalgo

SECTION III. SOLICITATION DOCUMENT:

Exempt - Governmental Entity

SECTION IV. RENEWALS:

DSHS may renew the Discretionary portion of this Contract at DSHS's sole discretion by executing either a written amendment renewing this Contract or entering into a new agreement with the Contractor.

SECTION V. PAYMENT METHOD:

A. DSHS will pay the Contractor on a cost reimbursement basis as provided for in the attached Categorical Budget and, if applicable to this project, Equipment List.
B. DSHS will pay the Contractor for its performance under this Contract from its current revenues.

SECTION VI. 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 Match Reimbursement Certification (B-13A) on a quarterly basis. Vouchers, supporting documentation, Financial Status Reports, and Match Reimbursement Certification should be mailed or submitted by fax or email 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
Fax: (512) 458-7442
Email: invoices@dshs.state.tx.us

SECTION VII. BUDGET:

SOURCE OF FUNDS: CFDA # 93.069.000

DUNS NUMBER: 103110834

SECTION VIII. 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 October 1, 2014 and June 30, 2015. No expenditures with service dates from October 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. As provided for in Section 6 of the Contract, the following Fiscal Year 2015 Department of State of Health Services General Provisions (Core/Sub Recipient) are amended.

1. Section 5.02 (Billing Submission) is modified by adding the following language "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."

2. Section 15.15 (Amendment) is modified by adding the following language "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 Contract."

3. Section 15.16 (Contractor's Notification of Change to Certain Contract Provisions) is modified by deleting in its entirety Subsection (d) of this Section.

2015-047253-001

Categorical Budget:

PERSONNEL	$0.00
FRINGE BENEFITS	$0.00
TRAVEL	$0.00
EQUIPMENT	$0.00
SUPPLIES	$51,603.00
CONTRACTUAL	$0.00
OTHER	$89,127.00
TOTAL DIRECT CHARGES	$140,730.00
INDIRECT CHARGES	$0.00
TOTAL	$140,730.00
DSHS SHARE	$127,937.00
CONTRACTOR SHARE	$12,793.00
OTHER MATCH	$12,793.00

Total reimbursements will not exceed $127,937.00

Financial status reports are due: 01/31/2015, 04/30/2015, 08/14/2015

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 _____ Date _____

Ramon Garcia, Hidalgo County Judge
Print Name of Authorized Individual

2015-047253
Application or Contract Number

HIDALGO COUNTY
Organization Name

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.***

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@auditor.co.hidalgo.tx.us (956) 318-2511
ZIP Code: 9-digits Required www.usps.com 7 8 5 3 9 - 3 3 0 4	**DUNS Number: 9-digits Required www.sam.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**

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

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:

DATE: October 14, 2014

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 4-1293-441-00-340-047-5-XXX PPCPS-BD

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		
4-1293-441-00-340-047-5-601	PPCPS-BD-OFFICE & COMPUTER SUPPLIES	$ 9,834.00
4-1293-441-00-340-047-5-604	PPCPS-BD-MEDICAL & LAB SUPPL	$ 11,550.00
4-1293-441-00-340-047-5-613	PPCPS-BD-SAFETY SUPPLIES	$ 1,650.00
4-1293-441-00-340-047-5-619	PPCPS-BD-OTHER MISC SUPPLIES	$ 2,420.00
4-1293-441-00-340-047-5-748	PPCPS-BDS-OTHER EQUIPMENT	$ 26,149.00
OTHER		
4-1293-441-00-340-047-5-320	PPCPS-BD-PROFESSIONAL SERVICES	$ 66,000.00
4-1293-441-00-340-047-5-336	PPCPS-BD-COMPUTER SERVICES	$ 11,731.00
4-1293-441-00-340-047-5-339	PPCPS-BD-OTHER PROF SERVICES	$ 3,696.00
4-1293-441-00-340-047-5-550	PPCPS-BD-PRINTING & BINDING	$ 7,700.00
	TOTAL APPROPRIATION	$ 140,730.00
4-1293-331-12-340-047-5-000	PPCPS-BD REVENUE	$ 127,937.00
4-1293-391-01-000-100-5-000	TRANSFERS IN -GEN FUND **(DO NOT POST)**	$ 12,793.00
4-1100-491-01-000-293-5-891	TRANSFERS OUT-HEALTH **(DO NOT POST)**	$ 12,793.00
	TOTAL APPROPRIATION	$ 140,730.00

REASON: To appropriate the PPCPS-BD FY 15 grant award.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

AI-46814 **Health & Human Services Dept. 12. B.**

CC - REGULAR

Meeting Date: 10/14/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to accept the Health Promotions & Chronic Disease Prevention grant contract #2015-047239-001 in the amount of $50,000.00 for the period of 10/01/2014 to 09/30/2015.
2. Requesting approval for County Judge to sign the Fiscal Federal Funding Accountability and Transparency Act Certification.
3. Requesting approval of the Certification of Revenue in the amount of $50,000.00.
4. Requesting approval of the budget appropriation in the amount of $50,000.00.

BACKGROUND

08/25/14 - AI-46045 - Approval to apply for this grant.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 4-1293-441-00-340-061-5-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.
4-1293-331-12-340-061-5-000 Texas Healthy Communities Revenue

No local match required.

Attachments

Grant Contract
Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/02/2014 04:53 PM
Manuel Chapa	Manuel Chapa	10/09/2014 02:36 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Mike Escaname Started On: 10/02/2014 02:27 PM

Final Approval Date: 10/10/2014

From: "eddie.olivarez" <eddie.olivarez@hchd.org>
To: "Mike Escaname (mike.escaname@hchd.org)" <mike.escaname@hchd.org>
Subject: FY 2015 DSHS Contract# 2015-047239-001 - Hidalgo County Health Department (HPCDP/TXHC)
Date: 10/2/2014 11:38:34 AM

---- Original Message ----

From: "White,Vonda (HHSC)" <Vonda.White@hhsc.state.tx.us>
Sent: 10/1/2014 6:15:42 PM
To: "ramon.garcia@co.hidalgo.tx.us" <ramon.garcia@co.hidalgo.tx.us>, "eddie.olivarez@hchd.org" <eddie.olivarez@hchd.org>
Cc: "Davis,Amber N (DSHS)" <Amber.Davis@dshs.state.tx.us>
Subject: FY 2015 DSHS Contract# 2015-047239-001 - Hidalgo County Health Department (HPCDP/TXHC)

Hello Contractor,

Attached are files containing your Department of State Health Services (DSHS) contract. Please print two copies of each, in the order they appear in this email, sign and return both copies to this division as soon as possible. To expedite contract execution, please overnight the contract to the physical address below. Your contract will be signed by DSHS and returned to your agency.

Also attached 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 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 two 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:

Health and Human Services Commission
Procurement and Contracting Services
Attn: Vonda White
4405 North Lamar Blvd.
MC 2020
Austin, TX 78756

Please reference the DSHS contract and attachment number in all future correspondence.

If you have questions, contact Vonda White at 512.206.4798 or via email at Vonda.white@hhsc.state.tx.us.

Sincerely,

Vonda White, CTPM, CTCM
Procurement and Contracting Services
Health and Human Services Commission
PCS Customer Service: CST_HHSC@hhsc.state.tx.us
Phone: 512-206-4798

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2015-047239 (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 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 $50,000.00, 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 10/01/2014 and ends on 09/30/2015. 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:

2015-047239-001 Health Promotions & Chronic Disease Prevention - Texas Healthy Communities

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 DEPARTMENT
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. 2015-047239
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000409262

CONTRACTOR: HIDALGO COUNTY HEALTH DEPARTMENT

DSHS PROGRAM: Health Promotions & Chronic Disease Prevention - Texas Healthy Communities

TERM: 10/1/2014 THRU: 09/30/2015

SECTION I. STATEMENT OF WORK:

The Texas Department of State Health Services (DSHS) will contract to implement targeted, evidence-based community systems and environmental change strategies that address one or more of the following Texas Healthy Communities (TXHC) priority indicators:

Indicator 1: Physical activity

Indicator 2: Nutrition

Indicator 3: Breastfeeding

Indicator 4: Schools

Indicator 5: Worksites

Indicator 6: Comprehensive Tobacco Control

Indicator 7: Cardiac and Stroke Response

Indicator 8: Health Care Quality

Contractor will work with a local public/private planning group to plan and implement the identified strategies.

Contractor will provide DSHS staff with monthly project status reports, via telephone call on the dates listed in Section II, Performance Measures of this Program Attachment (unless otherwise agreed to in writing by DSHS), to discuss the following:

1) Implementation status, 2) barriers and methods to address those barriers, 3) opportunities to enhance the activities, 4) lessons learned, and 5) next steps.

Other calls may be added as appropriate with Contractor and DSHS Program staff.

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 Program Attachment.

Contractor shall:

1. Conduct and complete the Texas Healthy Communities Assessment (DSHS will review and approve the assessment prior to final submission in Performance Management and Tracking System (PMATS)) on or before November 15, 2014.

2. Develop and complete the Project Work Plan in conjunction with DSHS. The Project Work plan must be reviewed and approved by DSHS prior to the submission date. The Work plan must include objective with supporting activities that address indicators in the TXHC assessment identified as needing improvement on or before December 15, 2014.

3. Develop an Evaluation Plan and submit to DSHS on or before January 30, 2015 for DSHS Program review.

4. Provide an Interim Progress Report on or before March 31, 2015 to include: summary of all items/activities conducted to date; detailed description of progress toward achieving objectives and activities; and barriers.

5. Provide a Final Progress Report to include: summary of all items/activities conducted to date; detailed description of progress toward achieving objectives and activities; plans for sustaining activities once funding has ended; and barriers/lessons learned. Submission of Final Report must fully address any feedback from DSHS based on draft final report and must be submitted on or before September 15, 2015.

6. Participate in twelve (12) monthly feedback calls (monthly project status reports) with DSHS Program to be conducted on or before the following dates: October 31st, November 28th, December 31st, January 30th, February 27th, March 31st, April 30th, May 29th, June 30th, July 31st, August 31st, September 30th, and submit the collaborative monthly report to DSHS within one week of the call.

Contractor shall submit all reports, documentation, and other information as required to the following electronic email address: TXHC@dshs.state.tx.us.

SECTION III. SOLICITATION DOCUMENT:

Exempt-Governmental Agency

SECTION IV. RENEWALS:

No Renewals

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. The B-13 can be found at the following link: http://www.dshs.state.tx.us/grants/forms/b13form.doc . Vouchers and supporting documents should be mailed or submitted by fax or electronic mail to the addresses/number below.

Department of State Health Services
Claims Processing Unit, MC1940
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:

Cost Reimbursement
Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List

SOURCE OF FUNDS:

CFDA #: 93.991.000

DUNS Number: 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.

2015-047239-001

Categorical Budget:

PERSONNEL	$0.00
FRINGE BENEFITS	$0.00
TRAVEL	$3,804.00
EQUIPMENT	$0.00
SUPPLIES	$9,533.00
CONTRACTUAL	$0.00
OTHER	$36,663.00
TOTAL DIRECT CHARGES	$50,000.00
INDIRECT CHARGES	$0.00
TOTAL	$50,000.00
DSHS SHARE	$50,000.00
CONTRACTOR SHARE	$0.00
OTHER MATCH	$0.00

Total reimbursements will not exceed $50,000.00

Financial status reports are due: 01/30/2015, 04/30/2015, 07/31/2015, 11/16/2015

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.***

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@auditor.co.hidalgo.tx.us (956) 318-2511
ZIP Code: 9-digits Required www.usps.com 7 8 5 3 9 - 3 3 0 4	**DUNS Number: 9-digits Required www.sam.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**

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

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:

DATE: October 14, 2014

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 4-1293-441-00-340-061-5-XXX Texas Healthy Communities

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 -
	TRAVEL	
4-1293-441-00-340-061-5-581	Texas Healthy Communities - In County Travel	$ 2,912.00
4-1293-441-00-340-061-5-583	Texas Healthy Communities - Out-Of-County Travel	$ 892.00
	SUPPLIES	
4-1293-441-00-340-061-5-601	Texas Healthy Communities - Office & Comp Supplies	$ 1,533.00
4-1293-441-00-340-061-5-603	Texas Healthy Communities - Education / Instructiona	$ 8,000.00
	OTHER	
4-1293-441-00-340-061-5-336	Texas Healthy Communities - Computer Services	$ 7,500.00
4-1293-441-00-340-061-5-441	Texas Healthy Communities - Land & Building Rental	$ 2,775.00
4-1293-441-00-340-061-5-540	Texas Healthy Communities - Advertising	$ 20,000.00
4-1293-441-00-340-061-5-550	Texas Healthy Communities - Printing & Binding	$ 6,388.00
	TOTAL APPROPRIATION	$ 50,000.00
4-1293-331-12-340-061-5-000	Texas Healthy Communities Revenue	$ 50,000.00
	TOTAL BUDGET	$ 50,000.00

INCREASE REQUEST $

REASON: To appropriate the grant funds for the Texas Healthy Communities program

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

AI-46761 **Health & Human Services Dept. 12. C.**

CC - REGULAR

Meeting Date: 10/14/2014

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 Donna 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

07/09/13 - AI-39431 - Approval of Interlocal Agreement with Donna ISD.
02/25/14 - AI-43174 - Approval of the Rules of Regulation of Food Establishment 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.

HCHHSD will conduct training at the designated place the District decides.

Attachments

Amendment

legal email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/29/2014 04:00 PM
Manuel Chapa	Manuel Chapa	10/02/2014 09:50 AM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Mike Escaname Started On: 09/29/2014 03:51 PM

Final Approval Date: 10/10/2014

STATE OF TEXAS §

COUNTY OF HIDALGO §

AMENDMENT TO THE
INTERLOCAL COOPERATION AGREEMENT
BETWEEN DONNA INDEPENDENT SCHOOL DISTRICT
AND THE COUNTY OF HIDALGO, TEXAS

THIS AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN THE DONNA INDEPENDENT SCHOOL DISTRICT AND THE COUNTY OF HIDALGO, TEXAS ("Amendment"), dated October 14, 2014, is made between the Donna 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 July 9, 2013, 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.

DONNA INDEPENDENT SCHOOL DISTRICT		**COUNTY OF HIDALGO TEXAS**	
_____	_____	_____	_____
CNP FIELD SUPERVISOR	DATE	Hidalgo County Judge	Date
_____	_____	_____	_____
CNP DIRECTOR	DATE	Hidalgo County Clerk	Date

Approved as to form:
Office of Criminal District Attorney, Hidalgo County

By: _____
Michael L. Garza
Assistant District Attorney

From: "Michael Garza" <michael.garza@da.co.hidalgo.tx.us>
To: '"Mike Escaname'" <miguel.escaname@hchd.org>
Cc: '"josephine ramirez'" <josephine.ramirez@da.co.hidalgo.tx.us>
Subject: RE: Request for Review - Amendment to Interlocal - Donna ISD
Date: 9/29/2014 4:07:44 PM

Mike,

The amendment is approved as to form. 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

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****

From: Mike Escaname [mailto:miguel.escaname@hchd.org]
Sent: Monday, September 29, 2014 4:10 PM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: michael.garza@da.co.hidalgo.tx.us
Subject: Request for Review - Amendment to Interlocal - Donna ISD

Hello Josephine & Michael:

We'd appreciate if you'd review the attached Amendment and reply on whether you approve as to form.

We are presenting this Amendment to Commissioner's Court on Tuesday, October, 14, 2014.

Thanks,

Mike Escaname

AI-46756 **Health & Human Services Dept. 12. D.**

CC - REGULAR

Meeting Date: 10/14/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval of the Certification of Revenue by County Auditor in the amount of $77,071.60. Funds are from the Health & Human Services Commission - Medicaid Administrative Claiming reimbursement.
2. Requesting approval to appropriate the MAC budget in the amount of $77,071.60.

BACKGROUND

MAC reimbursement is from quarter January - March 2014.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1293-441-00-340-059-0-XXX

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

BUDGETARY IMPACT:

Appropriation in the amount of $77,071.60

Revenue account: 4-1293-331-12-340-059-0-000 MAC – Revenue

Attachments

Payment Info

Budget appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/29/2014 03:58 PM
Manuel Chapa	Manuel Chapa	10/03/2014 11:04 AM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Mike Escaname Started On: 09/29/2014 01:04 PM

Final Approval Date: 10/10/2014

Payment Information

Tips:

- * Both the **Invoice Number** and **Invoice Description** fields display information provided by the paying agency. Contact the paying agency for additional information if needed.
  Paying Agency Contact List

Texas Identification Number	Mail Code	Payment Number	Payment Type	Paying Agency	Total
17460007176	060	5449420	DD	529	77071.60

Document Number	Invoice Number	Invoice Description	Invoice Amount	Interest Amount
9SA06758	PC1274C VOUCHERID:11148	MEDICAID ADMINISTRATIVE CLAIMS (MAC) JANUARY - MARCH 2014	-37.40	0.00
9SA06758	PC1274C VOUCHERID:11148	MEDICAID ADMINISTRATIVE CLAIMS (MAC) JANUARY - MARCH 2014	748.00	0.00
9SA06758	PC1274C VOUCHERID:11148	MEDICAID ADMINISTRATIVE CLAIMS (MAC) JANUARY - MARCH 2014	-4,019.00	0.00
9SA06758	PC1274C VOUCHERID:11148	MEDICAID ADMINISTRATIVE CLAIMS (MAC) JANUARY - MARCH 2014	80,380.00	0.00

09-08-2014

4-1293-126-20-000-013-0-000

JE-42731 REC 1-3/14 MAC BILLG

Cindy Paslak 09/08/2014

DATE: October 14, 2014

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 4-1293-441-00-340-059-0-XXX Medicaid Administrative Claiming

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 -
Travel		
Equipment		
4-1293-441-00-340-059-0-664	MAC - Other Minor Equipment	$ 5,000.00
4-1293-441-00-340-059-0-665	MAC - Minor Computer Equipment	$ 5,000.00
4-1293-441-00-340-059-0-748	MAC - Other Equipment	$ 50,000.00
Supplies		
4-1293-441-00-340-059-0-601	MAC - Office & Computer Supplies	$ 3,071.60
4-1293-441-00-340-059-0-604	MAC - Medical / Laboratory Supplies	$ 10,000.00
4-1293-441-00-340-059-0-607	MAC - Household & Janitorial Supplies	$ 4,000.00
Other		
	TOTAL APPROPRIATION	$ 77,071.60
4-1293-331-12-340-059-0-000	MAC - Revenue	$ 77,071.60
	TOTAL APPROPRIATION	$ 77,071.60

REASON: To appropriate Medicaid Administrative Claiming funds (Quarter Jan. through March 2014)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

AI-46664 **Health & Human Services Dept. 12. E.**

CC - REGULAR

Meeting Date: 10/14/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Public Hearing, at 10:30 am, to consider public comments concerning the amount of mandatory payments required to be paid by paying hospitals for fiscal year 2015 and how the revenue derived from those payments is to be spent.
2. Consideration and possible approval of mandatory payment to be assessed quarterly by the Hidalgo County Health Care Funding District on the net patient revenue of an institutional health care provider and how the revenue derived from those payments is to be spent.
3. Consideration and possible approval for the Hidalgo County Tax Accessor/Collector to collect the mandatory payment required by Hidalgo County Health Care Funding District.
4. Consideration and approval to assess mandatory payment annual rate of 2.5300%.
5. Consideration and approval to set quarterly assessment dates.(November 30, 2014, February 28, 2015, May 31, 2015 and August 31, 2015)

BACKGROUND

Attachments

lppf report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/24/2014 02:25 PM
Obdett Calzada	Obdett Calzada	10/09/2014 02:42 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Dairen Sarmiento Started On: 09/23/2014 04:12 PM

Final Approval Date: 10/10/2014

Projected Mandatory Payments Based on Recommended LPPF Rate, Hidalgo County, FY 2015

Projected LPPF Mandatory Payments, FY 2015	Annual Rate	2.5300%		Quarterly Rate	0.6325%		
		Net Patient Revenue AHS 2010		Revenue from Mandatory Payment	Revenue from Mandatory Payment	Revenue from Mandatory Payment	Revenue from Mandatory Payment
		Annual	Quarter	1	2	3	4
Doctor's Hospital at Renaissance		$419,122,547		$2,650,950	$2,650,950	$2,650,950	$2,650,950
Knapp Medical Center		$128,952,176		$815,623	$815,623	$815,623	$815,623
Mission Regional Medical Center		$115,426,693		$730,074	$730,074	$730,074	$730,074
Rio Grande Regional Hospital		$181,035,055		$1,145,047	$1,145,047	$1,145,047	$1,145,047
Edinburg Regional Medical Center		$361,658,786		$2,287,492	$2,287,492	$2,287,492	$2,287,492
Cornerstone Regional Hospital		$10,405,818		$65,817	$65,817	$65,817	$65,817
LifeCare Hospitals of South Texas		$27,743,415		$175,477	$175,477	$175,477	$175,477
Weslaco Rehab Hospital		$8,297,474		$52,482	$52,482	$52,482	$52,482
Solara Hospital McAllen LP		$23,625,573		$149,432	$149,432	$149,432	$149,432
Periodic Totals		**$1,276,267,537**		**$8,072,392**	**$8,072,392**	**$8,072,392**	**$8,072,392**

AI-46739 **Health & Human Services Dept. 12. F.**

CC - REGULAR

Meeting Date: 10/14/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to accept the supplies conveyed by the Texas Department of State Health Services for the John Austin Pena Center.
2. Requesting approval to accept the equipment conveyed by the Texas Department of State Health Services for the John Austin Pena Center.
3. Requesting approval to accept the appraisal of the John Austin Pena Center as appraised by the Hidalgo County Appraisal District.

BACKGROUND

The value assigned to each item was based on the best available information (actual cost from invoice, quote or market value).

02/11/14 – AI-42973 – Acceptance of Deed.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No Budgetary impact

Approval to accept supplies, equipment...

Attachments

Inventory List
Bookcases N File Cabinets
Building Security System
Computers N Printers
Breakroom Appliances
Ports Network Switches
Shoretel Voice Switch
TVs N Battery Packs
Workstations N Modules
Chairs Dakota
Chairs Elite

Portico Rect Tables
Round Tables
Appraisal Document

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/29/2014 03:57 PM
Manuel Chapa	Manuel Chapa	10/09/2014 04:49 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Mike Escaname Started On: 09/26/2014 01:14 PM

Final Approval Date: 10/10/2014

HIDALGO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT
FIXED ASSET DIVISION
MACH & OFFICE EQUIP-INVENTORY LIST
AS OF JANUARY 22, 2014
SUBSTANCE ABUSE FACILITY INVENTORY

[Annual Inventory Report]
[For office use and auditing purposes only]
Mach & Equipment is subject to Physical Inventories & Ce
For questions, please contact the Purchasing Department
Fixed Asset Division at 956-318-2626

Criteria: All items >= $300

Dept No	Department Name	Asset No	Asset Description	Acq Date	Serial No	Qty	Historical Cost	Type Code	Location
340-	John Austin Pena Substance Abuse Facility		Piano Style Desk Workstation	01/22/14	n/a	1	3,549.49		Rm 201
340-	John Austin Pena Substance Abuse Facility		Piano Style Desk Workstation	01/22/14	n/a	1	3,549.49		Rm 204
340-	John Austin Pena Substance Abuse Facility		Executive Desk W/ Hutch	01/22/14	n/a	1	4,324.48		Rm 205
340-	John Austin Pena Substance Abuse Facility		Volition Desk W/ Hutch	01/22/14	n/a	1	3,222.02		Rm 103
340-	John Austin Pena Substance Abuse Facility		Volition Desk W/ Hutch	01/22/14	n/a	1	3,222.02		Rm 104
340-	John Austin Pena Substance Abuse Facility		Volition Desk W/ Hutch	01/22/14	n/a	1	3,222.02		Rm 106
340-	John Austin Pena Substance Abuse Facility		Volition Desk W/ Hutch	01/22/14	n/a	1	3,222.02		Rm 107
340-	John Austin Pena Substance Abuse Facility		Volition Desk W/ Hutch	01/22/14	n/a	1	3,222.02		Rm 109
340-	John Austin Pena Substance Abuse Facility		Volition Desk W/ Hutch	01/22/14	n/a	1	3,222.02		Rm 110
340-	John Austin Pena Substance Abuse Facility		Volition Desk W/ Hutch	01/22/14	n/a	1	3,222.01		Rm 310
340-	John Austin Pena Substance Abuse Facility		"L" shape Module Units	01/22/14	n/a	1	4,693.47		Cubicle 1
340-	John Austin Pena Substance Abuse Facility		"L" shape Module Units	01/22/14	n/a	1	4,693.47		Cubicle 2
340-	John Austin Pena Substance Abuse Facility		"L" shape Module Units	01/22/14	n/a	1	4,693.46		Cubicle 3
340-	John Austin Pena Substance Abuse Facility		"L" shape Module Unit	01/22/14	n/a	1	4,693.46		Cubicle 4
340-	John Austin Pena Substance Abuse Facility		"U" shape Module Unit	01/22/14	n/a	1	6,106.29		Rm 300
340-	John Austin Pena Substance Abuse Facility		36" Bookcaser Grey	01/22/14	n/a	1	390.78		Rm 103
340-	John Austin Pena Substance Abuse Facility		36" Bookcaser Grey	01/22/14	n/a	1	390.78		Rm 104
340-	John Austin Pena Substance Abuse Facility		36" Bookcaser Grey	01/22/14	n/a	1	390.78		Rm 106
340-	John Austin Pena Substance Abuse Facility		36" Bookcaser Grey	01/22/14	n/a	1	390.78		Rm 107
340-	John Austin Pena Substance Abuse Facility		36" Bookcaser Grey	01/22/14	n/a	1	390.78		Rm 109
340-	John Austin Pena Substance Abuse Facility		36" Bookcaser Grey	01/22/14	n/a	1	390.77		Rm 110
340-	John Austin Pena Substance Abuse Facility		36" Bookcaser Grey	01/22/14	n/a	1	390.77		Rm 310
340-	John Austin Pena Substance Abuse Facility		36" Bookcaser Grey	01/22/14	n/a	1	390.77		Rm 300
340-	John Austin Pena Substance Abuse Facility		36" Bookcaser Grey	01/22/14	n/a	1	390.77		Rm 201
340-	John Austin Pena Substance Abuse Facility		36" Bookcaser Grey	01/22/14	n/a	1	390.77		Rm 204
340-	John Austin Pena Substance Abuse Facility		36" Bookcaser Grey	01/22/14	n/a	1	390.77		Rm 306
340-	John Austin Pena Substance Abuse Facility		36" Bookcaser Grey	01/22/14	n/a	1	390.77		Rm 105
340-	John Austin Pena Substance Abuse Facility		36" Bookcaser Grey	01/22/14	n/a	1	390.77		Rm 303
340-	John Austin Pena Substance Abuse Facility		Vertical File Grey	01/22/14	n/a	1	590.76		Rm 103
340-	John Austin Pena Substance Abuse Facility		Vertical File Grey	01/22/14	n/a	1	590.76		Rm 103
340-	John Austin Pena Substance Abuse Facility		Vertical File Grey	01/22/14	n/a	1	590.76		Rm 104
340-	John Austin Pena Substance Abuse Facility		Vertical File Grey	01/22/14	n/a	1	590.76		Rm 104
340-	John Austin Pena Substance Abuse Facility		Vertical File Grey	01/22/14	n/a	1	590.76		Rm 106
340-	John Austin Pena Substance Abuse Facility		Vertical File Grey	01/22/14	n/a	1	590.76		Rm 106
340-	John Austin Pena Substance Abuse Facility		Vertical File Grey	01/22/14	n/a	1	590.76		Rm 107
340-	John Austin Pena Substance Abuse Facility		Vertical File Grey	01/22/14	n/a	1	590.76		Rm 107
340-	John Austin Pena Substance Abuse Facility		Vertical File Grey	01/22/14	n/a	1	590.76		Rm 109
340-	John Austin Pena Substance Abuse Facility		Vertical File Grey	01/22/14	n/a	1	590.76		Rm 110
340-	John Austin Pena Substance Abuse Facility		Vertical File Grey	01/22/14	n/a	1	590.76		Rm 110
340-	John Austin Pena Substance Abuse Facility		Vertical File Grey	01/22/14	n/a	1	590.76		Rm 310
340-	John Austin Pena Substance Abuse Facility		Vertical File Grey	01/22/14	n/a	1	590.76		Rm 310
340-	John Austin Pena Substance Abuse Facility		Vertical File Grey	01/22/14	n/a	1	590.76		Rm 300
340-	John Austin Pena Substance Abuse Facility		Vertical File Grey	01/22/14	n/a	1	590.76		Rm 204
340-	John Austin Pena Substance Abuse Facility		Vertical File Grey	01/22/14	n/a	1	590.76		Rm 204
340-	John Austin Pena Substance Abuse Facility		Vertical File Grey	01/22/14	n/a	1	590.76		Rm 306
340-	John Austin Pena Substance Abuse Facility		Vertical File Grey	01/22/14	n/a	1	590.76		Rm 306

HIDALGO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT
FIXED ASSET DIVISION
MACH & OFFICE EQUIP-INVENTORY LIST
AS OF JANUARY 22, 2014
SUBSTANCE ABUSE FACILITY INVENTORY

[Annual Inventory Report]
[For office use and auditing purposes only]
Mach & Equipment is subject to Physical Inventories & Ce
For questions, please contact the Purchasing Department
Fixed Asset Division at 956-318-2626

Criteria: All items >= $300

Dept No	Department Name	Asset No	Asset Description	Acq Date	Serial No	Qty	Historical Cost	Type Code	Location
340-	John Austin Pena Substance Abuse Facility		Vertical File Grey	01/22/14	n/a	1	590.76		Rm 304
340-	John Austin Pena Substance Abuse Facility		Vertical File Grey	01/22/14	n/a	1	590.76		Rm 304
340-	John Austin Pena Substance Abuse Facility		Vertical File Grey	01/22/14	n/a	1	590.76		Office Supplies Rm
340-	John Austin Pena Substance Abuse Facility		Vertical File Grey	01/22/14	n/a	1	590.76		Office Supplies Rm
340-	John Austin Pena Substance Abuse Facility		Vertical File Grey	01/22/14	n/a	1	590.76		Rm 203
340-	John Austin Pena Substance Abuse Facility		Vertical File Grey	01/22/14	n/a	1	590.76		Rm 303
340-	John Austin Pena Substance Abuse Facility		Desk Top Computer HP SB500B	01/22/14	Comp = MXL1370ZFK, Monitor = CNC122P3ZV	1	502.21		Rm 103
340-	John Austin Pena Substance Abuse Facility		Desk Top Computer HP SB500B	01/22/14	Comp = MXL1370ZFF, Monitor = CNC122P42Z	1	502.21		Rm 104
340-	John Austin Pena Substance Abuse Facility		Desk Top Computer HP SB500B	01/22/14	Comp = MXL1370ZF8, Monitor = CNC118Q9X3	1	502.21		Rm 106
340-	John Austin Pena Substance Abuse Facility		Desk Top Computer HP SB500B	01/22/14	Comp = MXL1370ZD5, Monitor = CNC122P3ZP	1	502.21		Rm 107
340-	John Austin Pena Substance Abuse Facility		Desk Top Computer HP SB500B	01/22/14	Comp = MXL1370ZF1, Monitor = CNC122P3ZB	1	502.21		Rm 110
340-	John Austin Pena Substance Abuse Facility		Desk Top Computer HP SB500B	01/22/14	Comp = MXL1370ZDQ, Monitor = CNC122P3YP	1	502.21		Rm 310
340-	John Austin Pena Substance Abuse Facility		Desk Top Computer HP SB500B	01/22/14	Comp = MXL130ZD7, Monitor = CNC122NXZX	1	502.21		Rm 109
340-	John Austin Pena Substance Abuse Facility		Desk Top Computer HP SB500B	01/22/14	Comp = MXL1370ZFW, Monitor = CNC122P2PG	1	502.21		Cubicle 1
340-	John Austin Pena Substance Abuse Facility		Desk Top Computer HP SB500B	01/22/14	Comp = MXL1370ZFS, Monitor = CNC122NY89	1	502.21		Cubicle 2

HIDALGO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT
FIXED ASSET DIVISION
MACH & OFFICE EQUIP-INVENTORY LIST
AS OF JANUARY 22, 2014
SUBSTANCE ABUSE FACILITY INVENTORY

[Annual Inventory Report]
[For office use and auditing purposes only]
Mach & Equipment is subject to Physical Inventories & Ce
For questions, please contact the Purchasing Department
Fixed Asset Division at 956-318-2626

Criteria: All items >= $300

Dept No	Department Name	Asset No	Asset Description	Acq Date	Serial No	Qty	Historical Cost	Type Code	Location
340-	John Austin Pena Substance Abuse Facility		Desk Top Computer HP SB500B	01/22/14	Comp = MXL1370ZF2, Monitor = CNC122P3ZZ	1	502.21		Cubicle 3
340-	John Austin Pena Substance Abuse Facility		Desk Top Computer HP SB500B	01/22/14	Comp = MXL1370ZFB, Monitor = CNC122NYOW	1	502.21		Cubicle 4
340-	John Austin Pena Substance Abuse Facility		Desk Top Computer HP SB500B	01/22/14	Comp = MXL1370ZDN, Monitor = CNC122P43D	1	502.21		Rm 300
340-	John Austin Pena Substance Abuse Facility		Desk Top Computer HP SB500B	01/22/14	Comp = MXL1370ZF5, Monitor = CNC122P439	1	502.21		Rm 205
340-	John Austin Pena Substance Abuse Facility		Desk Top Computer HP SB500B	01/22/14	Comp = MXL1370ZG6, Monitor = CNC122P3ZC	1	502.21		Rm 201
340-	John Austin Pena Substance Abuse Facility		Desk Top Computer HP SB500B	01/22/14	Comp = MXL1370ZFV, Monitor = CNC122P431	1	502.21		Rm 204
340-	John Austin Pena Substance Abuse Facility		Desk Top Computer HP SB500B	01/22/14	Comp = MXL1370ZG4, Monitor = CNC122P43D	1	502.21		Rm 303
340-	John Austin Pena Substance Abuse Facility		Desk Top Computer HP SB500B	01/22/14	Comp = MXL1370ZDP, Monitor = CNC122P2MJ	1	502.21		Rm 203
340-	John Austin Pena Substance Abuse Facility		Desk Top Computer HP SB500B	01/22/14	Comp = MXL1370ZFC, Monitor = CNC122P257	1	502.21		Rm 203
340-	John Austin Pena Substance Abuse Facility		Desk Top Computer HP SB500B	01/22/14	Comp = MXL1370ZFJ, Monitor = CNC122P401	1	502.21		Rm 203
340-	John Austin Pena Substance Abuse Facility		Desk Top Computer HP SB500B	01/22/14	Comp = MXL1370ZF4, Monitor = CNC122P42L	1	502.21		Rm 203

HIDALGO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT
FIXED ASSET DIVISION
MACH & OFFICE EQUIP-INVENTORY LIST
AS OF JANUARY 22, 2014
SUBSTANCE ABUSE FACILITY INVENTORY

[Annual Inventory Report]
[For office use and auditing purposes only]
Mach & Equipment is subject to Physical Inventories & Ce
For questions, please contact the Purchasing Department
Fixed Asset Division at 956-318-2626

Criteria: All items >= $300

Dept No	Department Name	Asset No	Asset Description	Acq Date	Serial No	Qty	Historical Cost	Type Code	Location
340-	John Austin Pena Substance Abuse Facility		Epson PL 905 XGA LCD 3000 Lum	01/22/14	PAAF170999L	1	853.60		Rm 102 (meeting room)
340-	John Austin Pena Substance Abuse Facility		Epson PL 905 XGA LCD 3000 Lum	01/22/14	PAAF180175L	1	853.60		Rm 105 (meeting room)
340-	John Austin Pena Substance Abuse Facility		DA-Lite 60 x 80 Slimline Electrol Sc	01/22/14	n/a	1	492.60		Rm 102 (meeting room)
340-	John Austin Pena Substance Abuse Facility		DA-Lite 60 x 80 Slimline Electrol Sc	01/22/14	n/a	1	492.60		Rm 105 (meeting room)
340-	John Austin Pena Substance Abuse Facility		Cabinet (rack) for LAN Room	01/22/14	n/a	1	916.64		Rm 301 (LAN room)
340-	John Austin Pena Substance Abuse Facility		Laser Jet P4015 Printer	01/22/14	CNDYC52872	1	1,154.43		Rm 203
340-	John Austin Pena Substance Abuse Facility		Laser Jet P4015 Printer	01/22/14	CNDYC55317	1	1,154.43		Rm 203
340-	John Austin Pena Substance Abuse Facility		Laser Jet P4015 Printer	01/22/14	CNDYC30691	1	1,087.72		Rm 203
340-	John Austin Pena Substance Abuse Facility		Laser Jet P4015 Printer	01/22/14	CNDYB49928	1	1,087.72		Rm 203
340-	John Austin Pena Substance Abuse Facility		55" LD520C LCD HDTV	01/22/14	109RMNEG0751	1	1,422.46		Rm 203
340-	John Austin Pena Substance Abuse Facility		SmartUPS 2200VA Battery	01/22/14	JS1115000344	1	947.00		Rm 203
340-	John Austin Pena Substance Abuse Facility		SmartUPS 2200VA Battery	01/22/14	JS1115000340	1	947.00		Rm 203
340-	John Austin Pena Substance Abuse Facility		47" TV with mount cable	01/22/14		1	824.16		Rm 102 (meeting room)
340-	John Austin Pena Substance Abuse Facility		47" TV with mount cable	01/22/14		1	824.16		Rm 105 (meeting room)
340-	John Austin Pena Substance Abuse Facility		Shortel Voice Switch ShorGear 50	01/22/14	S50J11271E2AA5	1	1,556.10		Rm 301 (LAN room)
340-	John Austin Pena Substance Abuse Facility		48 port network switch model 296	01/22/14	FOC1539W21F	1	6,800.00		Rm 301 (LAN room)
340-	John Austin Pena Substance Abuse Facility		48 port network switch model 296	01/22/14	FOC1441X4FU	1	6,800.00		Rm 301 (LAN room)
340-	John Austin Pena Substance Abuse Facility		24 port network switch model 296	01/22/14	FOC1537Y2G6	1	2,759.61		Rm 301 (LAN room)
340-	John Austin Pena Substance Abuse Facility		48 port network switch model 375	01/22/14	FDO15421A3V	1	14,925.78		Rm 301 (LAN room)
340-	John Austin Pena Substance Abuse Facility		Building Security System	01/22/14	SSJ15390036	1	43,745.00		Throughout Building
340-	John Austin Pena Substance Abuse Facility		Frigidaire Professional Stove (mod	01/22/14	NF22429105	1	2,449.00		Rm 108 (breakroom)
340-	John Austin Pena Substance Abuse Facility		Frigidaire Professional Refrigerato	01/22/14	K23516697	1	4,099.00		Rm 108 (breakroom)
340-	John Austin Pena Substance Abuse Facility		Scotsman Ice Maker (model #B53	01/22/14	11081320011491	1	2,883.54		Rm 108 (breakroom)
	Total					**95**	**$ 187,236.39**		

END OF REPORT

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT/FIXED ASSET DIVISION
PRORATION SYSTEM

DPT NAME: Health Department
Loc: John Austin Pena Facility

Enter Values From Quote	
Total Quote =	21,088.00
Deliv & Inst Cost =	2,740.00

Prepared by: Josie Escalante
Date: 9/23/2014
Ref - Quote No: 267018
Estimate No:
Vendor

Qty	Asset No	Capital Equipment Description	Obj Code	Unit Cost	Total Cost	Instal Cost %	Deliv&Inst Prorated	Acq Cost Sub-Total	Credit-Inv (-)	Invoice Total
		Capital Equip >=1,000 [Obj Code 741-748]		$	$	100	2,740.00	18,348.00	-	21,088.00
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		Minor Eq: $300 to 999.99 [Obj Code 661-668]		***	***					
13		36" Bookcaser Grey		340.00	4,420.00	0.24	660.06	5,080.06	-	5,080.06
24		Vertical File Grey		514.00	12,336.00	0.67	1,842.20	14,178.20	-	14,178.20
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		Supplies: <=$299.99 [Obj Codes 601-619]		***	***					
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37		TOTAL			16,756.00	0.91	2,502.26	19,258.26	-	19,258.26

Summary	Object Code	Unit Cost	Total Cost	Instal Cost %	Installation Costs	Sub-Total	Credit Invoice	Total
Capital Equipment	0	-	-	-	-	-	-	-
Minor/Misc Eq.	0	-	16,756.00	0.91	2,502.26	19,258.26	-	19,258.26
Supplies	0	-	-	-	-	-	-	-
Total		-	16,756.00	0.91	2,502.26	19,258.26	-	19,258.26

Office furniture

STATE OF TEXAS

Page Number: _____

INTERAGENCY TRANSACTION VOUCHER

PCC	INTERAGENCY CONTRACT NUMBER

AGENCY RECEIVING PAYMENT

ARCHIVE REF NO		USAS DOCUMENT NUMBER	EFFECTIVE DATE
AGENCY NUMBER 696	TEXAS DEPT OF CRIMINAL JUSTICE TEXAS CORRECTIONAL INDUSTRIES CASHIERS OFFICE P.O. BOX 4015 HUNTSVILLE, TX 77342-4015	36966966966007	DOCUMENT AMOUNT

CODING BLOCK FOR AGENCY RECEIVING PAYMENT

DOC/ SFX	REF DOC/ INVOICE #	TRAN CODE	AY	RTI	PCA	COMP/ AGY OBJ	A/FUND	AMOUNT	R	APPN NO	FUND	GRANT NO/PH
	267018	RTI# 090112 INTEREST# 033101						21,088.00			156	
		TOTAL FOR AGENCY RECEIVING PAYMENT										

AGENCY MAKING PAYMENT

AGENCY NUMBER		ORDER NUMBER/GSC NUMBER	ORDER (DOC) DATE
	TEXAS FACILITIES COMMISSION FISCAL MANAGEMENT, 1ST FLOOR P.O. BOX 13047 AUSTIN TX 78711-3047	MX-205 / SR	06/13/12
		SERVICE DATE 06/13/12	REQUISITION NO. 303-2-0442

CODING BLOCK FOR AGENCY MAKING PAYMENT

DOC/ SFX	REF DOC/ VOUCHER #	TRAN CODE	AY	INDEX	PCA	COMP/ AGY OBJ	NACUBO FUND	AMOUNT	R	APPN NO	FUND	GRANT NO/PH
		TOTAL FOR AGENCY MAKING PAYMENT										

SERV/DEL DATE	DESCRIPTION OF GOODS OR SERVICES	QUANTITY	UNIT PRICE	AMOUNT

PAYMENT DUE 45 DAYS FROM
DATE OF INVOICE

AGENCY RECEIVING PAYMENT

SHIPPING NO./ CONTACT NAME	CONTACT NAME	ENT BY	COMP
JOSIE ESCALANTE 956/383-	ACCOUNTS RECEIVABLE DEPT		
PHONE NUMBER	PHONE NUMBER (936) 437-6048		
APPROVED DATE SIGN HERE	APPROVED DATE 06/13/12 SIGN HERE Texas Correctional Industries		
APPROVED DATE SIGN HERE	APPROVED DATE SIGN HERE		

BU-197

Texas Department of Criminal Justice
Texas Correctional Industries

REMIT TO: Cashier
P.O. Box 4015
Huntsville, TX 77342-4015

DOC AGENCY	CURRENT DOCUMENT NO.
696	UI 267018

SALES INVOICE

Lone Star Customer No: A107100 000
Customer No.: 141516

Unit: 71 Stevenson
Dept: 50 Furniture

SOLD TO:

TEXAS FACILITIES COMMISSION
FISCAL MANAGEMENT, 1ST FLOOR
P.O. BOX 13047
AUSTIN TX 78711-3047

SHIP TO:

HIDALGO COUNTY CLINIC
3341 EAST RICHARDSON ROAD
PRIMARY CARE AND SUBSTANCE ABUSE CLINIC
EDINBURG TX 78539

Purchase Order/Requisition No.: 303-2-0442

GSC No.: MX-205 / SR

COMMODITY NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
BOOKCASES	36" BOOKCASER WITH 4/SHELVES CIB-36630-15 (GREY)	13	EA	340.0000	4,420.00
FILES	5-DRAWER VERTICAL FILES TYPE: COMPRESSER FOLLOWERS GREY	24	EA	514.0000	12,336.00
WORKSURFACES	RECT VOLITION WORKSURFACES VOLR2436PS3L (TAN SOAPSTONE)	4	EA	398.0000	1,592.00
INSTALLATION	INSTALLATION	1	LT	917.0000	917.00
FREIGHT	FREIGHT @ .25/LB	7292	LB	.2500	1,823.00
				Sales Tax	Total Order

Sold by: Texas Correctional Industries Date: 06/13/12 Total $ 21,088.00

EFF DATE	DOC DATE	DOC AMOUNT
	06/13/12	21,088.00

RTI# 090112
INTEREST# 033101

SFX	TC	INDEX	PCA	AY	AOBJ	AMOUNT	R	MPCD(Check No.)	AGLA
001									
002									
003									
004									

Customer Copy . File Copy

Page Number: 1

LNSTR-003 Revised 5/92

Interagency Transaction Voucher / Continued

AMOUNT	INVOICE NUMBER
21,088.00	267018
	REQUISITION NUMBER 303-2-0442

ER/DEL DATE	DESCRIPTION OF GOODS OR SERVICES	QUANTITY	UNIT PRICE	AMOUNT
1.000 04/02/12	36" BOOKCASER WITH 4/SHELVES CIB-36630-15 (GREY)	13	340.0000	4,420.00
2.000 04/02/12	5-DRAWER VERTICAL FILES TYPE: COMPRESSER FOLLOWERS GREY	24	514.0000	12,336.00
3.000 04/02/12	RECT VOLITION WORKSURFACES VOLR2436PS3L (TAN SOAPSTONE)	4	398.0000	1,592.00
4.000 04/02/12	INSTALLATION	1	917.0000	917.00
5.000 04/02/12	FREIGHT @ .25/LB	7292	.2500	1,823.00
			Sales Tax	Total Order

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT/FIXED ASSET DIVISION
PRORATION SYSTEM

DPT NAME: Health Department
Loc: John Austin Pena Facility

Enter Values From Quote	
Total Quote =	43,745.00
Deliv & Inst Cost =	

Prepared by: Josie Escalante
Date: 9/22/2014
Ref - Quote No: Calence Physical Sec.
Estimate No:
Vendor

Qty	Asset No	Capital Equipment Description	Obj Code	Unit Cost	Total Cost	Instal Cost %	Deliv&Inst Prorated	Acq Cost Sub-Total	Credit-Inv (-)	Invoice Total
		Capital Equip >=1,000 [Obj Code 741-748]		$	$	100	-	43,745.00	-	43,745.00
1		Building Security System		43,745.00	43,745.00	1.00	-	43,745.00	-	43,745.00
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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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2		TOTAL			43,745.00	1.00	-	43,745.00	-	43,745.00

Summary	Object Code	Unit Cost	Total Cost	Instal Cost %	Installation Costs	Sub-Total	Credit Invoice	Total
Capital Equipment	0	-	43,745.00	1.00	-	43,745.00	-	43,745.00
Minor/Misc Eq.	0	-	-	-	-	-	-	-
Supplies	0	-	-	-	-	-	-	-
Total		-	43,745.00	1.00	-	43,745.00	-	43,745.00

Calence Physical Security Solutions, LLC

6820 South Harl Avenue
Tempe, A 85283

Dep

Physical Security for Substance Abuse

Sales Quote:
Date:
Buyer:
Name:
Phone:
Email:

Design Associate: Timothy Fain
Phone: 512-691-2026
Fax: 512-691-9480
timothy.fain@calence.com

DIR Contract# DIR-SDD-580

Part Number	Description	Quantity	List Price	Discount
CPS-MSP-2RU-K9	MSP 2-RU Cisco Physical Security MultiService Platform Assy.	1	$ 12,373.00	44.00%
CON-SNT-CPSMSP2	SMARTNET 8X5XNBD MSP 2-RU Cisco Physical Security MultiSe	1	$ 866.00	18.50%
CPS-HDD-6TB-BNDL	6x1TB Hard-Drive Bundle for PhySec MSP	2	$ 5,350.00	44.00%
CIVS-MS-SW6.3	CIVS-MS Media Server v6.3 Software Lic. with Hardware	1	$ 1,185.00	44.00%
CON-SAS-VSMSS63	SW APP SUPP CIVS-MS Media Server v6.3 Software Lic	1	$ 101.00	18.50%
CIVS-OM-SW6.3=	CIVS-OM Operations Manager v6.3 SW Lic. w/ SmartSearch Spare	1	$ 7,500.00	44.00%
CON-SAS-OMSW63	SW APP SUPP CIVS-OM Operations Manager v6.3 Software	1	$ 638.00	18.50%
CIVS-PS-900	2nd 900W Power Supply Option	1	$ 874.00	44.00%
CIVS-OM-SW6.3=	CIVS-OM Operations Manager v6.3 SW Lic. w/ SmartSearch Spare	1	$ 7,500.00	44.00%
CON-SAS-OMSW63	SW APP SUPP CIVS-OM Operations Manager v6.3 Software	1	$ 638.00	18.50%
CIVS-IPC-2621V	INDOOR CAMERA - Cisco VR SD IP Video Sureveillance Dome, 3.3-12mm, D/N, Smkd	6	$ 1,200.00	44.00%
CON-SNT-IPC262IV	SMARTNET 8X5XNBD Cisco VR SD IP Video Sureveillance Dome,	6	$ 84.00	18.50%
CIVS-IPCA-1006=	Conduit base spare, extra gasket, 2500 and 26xxV Dome series	6	$ 60.00	44.00%
CIVS-IPC-2930	OUTDOOR CAMERA - Outdoor Pendant, Clear Dome, NTSC, 35x, SD PTZ IP Camera	4	$ 4,900.00	44.00%
CON-SNT-CVIP2930	SMARTNET 8X5XNBD Outdoor Pendant, Clear Dome, NTSC, 35x,	4	$ 343.00	18.50%
CIVS-MS-CPSD-1SCL=	CIVS 1 Cisco Device Stream Connect License for Media Server	10	$ -	44.00%
SWM-GY	Pelco Wall mount with cable feedthrough; gray finish	6	$ 71.00	42.75%
ALTV244	Altronix ALTV244 24VAC P/S 4amp Max 4 Output	4	$ 62.00	30.00%
Installation	Installation & configuration of quoted equipment	1	na	na
	* Please make PO out to Calence Physical Security Solutions, LLC			

Security System $43,745.00

Sales Quote is valid for 30 days

TERMS AND CONDITIONS

Transaction is governed by the applicable contract between Calence Physical Security Solutions, LLC and the Texas Department of Information Resources ant to that contract, the warranties and disclaimers located at the following URL apply to this transaction: www.insight.com/pages/legal.web#

above referenced contract and warranties and disclaimers are hereby incorporated herein by this reference.

Proprietary and Confidential. For use only by addressee.

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT/FIXED ASSET DIVISION
PRORATION SYSTEM

DPT NAME: Health Department
Loc: John Austin Pena Facility

Enter Values From Quote	
Total Quote =	15,827.60
Deliv & Inst Cost =	-

Prepared by: Josie Escalante
Date: 9/22/2014
Ref - Quote No: CDW Government
Estimate No: CJHK474
Vendor

Qty	Asset No	Capital Equipment Description	Obj Code	Unit Cost	Total Cost	Instal Cost %	Deliv&Inst Prorated	Acq Cost Sub-Total	Credit-Inv (-)	Invoice Total
		Capital Equip >=1,000 [Obj Code 741-748]		$	$	100	-	15,827.60	-	15,827.60
2		Printer HP LJ P4015N RM 205		1,087.72	2,175.44	0.14	-	2,175.44	-	2,175.44
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		Minor Eq: $300 to 999.99 [Obj Code 661-668]		***	***					
20		Desk Top Computer HP SB500B		502.21	10,044.20	0.63	-	10,044.20	-	10,044.20
2		Projection screen DA-Lite 60x80		492.06	984.12	0.06	-	984.12	-	984.12
2		Projector Epson PL 905 XGA		853.60	1,707.20	0.11	-	1,707.20	-	1,707.20
1		Cabinet for LAN Room		916.64	916.64	0.06	-	916.64	-	916.64
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		Supplies: <=$299.99 [Obj Codes 601-619]		***	***					
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27		TOTAL			15,827.60	1.00	-	15,827.60	-	15,827.60

Summary	Object Code	Unit Cost	Total Cost	Instal Cost %	Installation Costs	Sub-Total	Credit Invoice	Total
Capital Equipment	0	-	2,175.44	0.14	-	2,175.44	-	2,175.44
Minor/Misc Eq.	0	-	13,652.16	0.86	-	13,652.16	-	13,652.16
Supplies	0	-	-	-	-	-	-	-
Total		-	15,827.60	1.00	-	15,827.60	-	15,827.60

REMIT PAYMENT TO:

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Chicago, IL 60675-1515

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INVOICE

ACH INFORMATION:
THE NORTHERN TRUST
50 SOUTH LASALLE STREET
CHICAGO, IL 60675

E-mail Remittance To: gachremittance@cdw.com
ROUTING NO.: 071000152
ACCOUNT NAME: CDW GOVERNMENT
ACCOUNT NO.: 91057

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
ZZM7249	10/13/11	5990448
SUBTOTAL	**SHIPPING**	**SALES TAX**
$8,224.20	$0.00	$0.00
DUE DATE		**AMOUNT DUE**
11/12/11		**$8,224.20**

555 1 MB 0.390 E0199X I0377 D385092270 P896061 0001:0001

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INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS	DUE DATE
10/13/11	ZZM7249	Net 30 Days	11/12/11
ORDER DATE	**SHIP VIA**	**PURCHASE ORDER NUMBER**	**CUSTOMER NUMBER**
10/13/11	UPS Ground	303-2-0141	5990448

ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
2397191 (1)	HP SB 500B E5800 500GB 2GB W7P DVD Manufacturer Part Number: XZ858UT#ABA HP SB 500B E5800 500GB 2GB W7P DVD DIR-SDD-1364 Serial No: SMXL1370ZDN Serial No: SMXL1370ZDP Serial No: SMXL1370ZDQ Serial No: SMXL1370ZD5 Serial No: SMXL1370ZD7 Serial No: SMXL1370ZFB Serial No: SMXL1370ZFC Serial No: SMXL1370ZFF Serial No: SMXL1370ZFJ Serial No: SMXL1370ZFK Serial No: SMXL1370ZFS Serial No: SMXL1370ZFV Serial No: SMXL1370ZFW Serial No: SMXL1370ZF1 Serial No: SMXL1370ZF2 Serial No: SMXL1370ZF4 Serial No: SMXL1370ZF5 Serial No: SMXL1370ZF8 Serial No: SMXL1370ZG4 Serial No: SMXL1370ZG6	20	20	0	399.16	7,983.20
1953593 (2)	HP SB 1GB DDR3-1333 DIMM Manufacturer Part Number: AT023AT HP SB 1GB DDR3-1333 DIMM DIR-SDD-1364	20	20	0	12.05	241.00

ACCOUNT MANAGER	SHIPPING ADDRESS:		
JAY CARLILE 312-705-9592 jaycar@cdwg.com	HIDALGO COUNTY JUAN DE LEON 100 E CANO ST 4TH FL EDINBURG TX 78539-4582	SUBTOTAL	$8,224.20
		SHIPPING	$0.00
		SALES TAX	$0.00
SALES ORDER NUMBER		AMOUNT DUE	$8,224.20
ZBN3660			

Cage Code Number 1KH72
DUNS Number 02-615-7235

ISO 9001 and ISO 14001 Certified
CDW GOVERNMENT FEIN 36-4230110

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CHICAGO, IL 60675

E-mail Remittance To: gachremittance@cdw.com
ROUTING NO.: 071000152
ACCOUNT NAME: CDW GOVERNMENT
ACCOUNT NO.: 91057

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
1237011	10/21/11	5990448
SUBTOTAL	**SHIPPING**	**SALES TAX**
$984.12	$0.00	$0.00
DUE DATE		**AMOUNT DUE**
11/20/11		**$984.12**

1043 1 MB 0.390 E0184 I0314 D388337650 P901816 0002:0002

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INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS	DUE DATE
10/21/11	1237011	Net 30 Days	11/20/11
ORDER DATE	**SHIP VIA**	**PURCHASE ORDER NUMBER**	**CUSTOMER NUMBER**
10/13/11	CEVA Deferred, 3-5 Days	303-2-0141	5990448

ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
1647148 (M)	DA-LITE 60X80 SLIMLINE ELECTROL Manufacturer Part Number: 72606 projection screen	2	2	0	492.06	984.12

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ACCOUNT MANAGER	SHIPPING ADDRESS:		
JAY CARLILE 312-705-9592 jaycar@cdwg.com	HIDALGO COUNTY JUAN DE LEON 100 E CANO ST 4TH FL EDINBURG TX 78539-4582	SUBTOTAL	$984.12
		SHIPPING	$0.00
SALES ORDER NUMBER		SALES TAX	$0.00
ZBN3240		AMOUNT DUE	$984.12

Cage Code Number 1KH72
DUNS Number 02-615-7235

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ROUTING NO.: 071000152
ACCOUNT NAME: CDW GOVERNMENT
ACCOUNT NO.: 91057

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
ZZV5322	10/14/11	5990448
SUBTOTAL	**SHIPPING**	**SALES TAX**
$2,175.44	$0.00	$0.00
DUE DATE		**AMOUNT DUE**
11/13/11		**$2,175.44**

1252 1 MB 0.390 E0029X I0044 D385856304 P898120 0001:0001

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INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS	DUE DATE
10/14/11	ZZV5322	Net 30 Days	11/13/11
ORDER DATE	**SHIP VIA**	**PURCHASE ORDER NUMBER**	**CUSTOMER NUMBER**
10/13/11	CEVA Deferred, 3-5 Days	303-2-0141	5990448

ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
1436067 (4)	HP LJ P4015N 52 PPM 8.5X14 Manufacturer Part Number: CB509A#ABA Printers Serial No: CNDYC52872 Serial No: CNDYC55317	2	2	0	1,087.72	2,175.44

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SALES ORDER NUMBER	
ZBN3240	

SUBTOTAL	$2,175.44
SHIPPING	$0.00
SALES TAX	$0.00
AMOUNT DUE	$2,175.44

Cage Code Number 1KH72
DUNS Number 02-615-7235

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CHICAGO, IL 60675

E-mail Remittance To: gachremittance@cdw.com
ROUTING NO.: 071000152
ACCOUNT NAME: CDW GOVERNMENT
ACCOUNT NO.: 91057

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RETURN SERVICE REQUESTED

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
ZZP0825	10/13/11	5990448
SUBTOTAL	**SHIPPING**	**SALES TAX**
$4,443.84	$0.00	$0.00
DUE DATE		**AMOUNT DUE**
11/12/11		**$4,443.84**

459 1 FP 0.414 E0116X I0218 D385209305 P897233 0001:0002

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INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS	DUE DATE
10/13/11	ZZP0825	Net 30 Days	11/12/11
ORDER DATE	**SHIP VIA**	**PURCHASE ORDER NUMBER**	**CUSTOMER NUMBER**
10/13/11	CEVA Deferred, 3-5 Days	303-2-0141	5990448

ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
2299089 (5)	EPSON PL 905 XGA LCD 3000 LUM Manufacturer Part Number: V11H387020 Serial No: PAAF170999L Serial No: PAAF180175L	2	2	0	696.00	1,392.00
825174 (6)	TRIPP 50FT SVGA VGA MONITOR HD15 M/M Manufacturer Part Number: P502-050	2	2	0	27.60	55.20
1442395 (1)	EPSON UNIV PROJECTOR CEILING MOUNT Manufacturer Part Number: ELPMBPJF	2	2	0	66.00	132.00
1442390 (8)	EPSON FALSE CEILING PLATE KIT Manufacturer Part Number: ELPMBP02	2	2	0	64.00	128.00
2233601 (a)	HP SB S1933 18.5 WIDE Manufacturer Part Number: XJ311A8#ABA Serial No: CNC118Q9X3 Serial No: CNC122NXZX Serial No: CNC122NY0W Serial No: CNC122NY7S Serial No: CNC122NY89 Serial No: CNC122P2MJ Serial No: CNC122P2PG Serial No: CNC122P257 Serial No: CNC122P3YP Serial No: CNC122P3ZB Serial No: CNC122P3ZC Serial No: CNC122P3ZP Serial No: CNC122P3ZV Serial No: CNC122P3ZZ Serial No: CNC122P401 Serial No: CNC122P42L Serial No: CNC122P42Z	20	20	0	91.00	1,820.00

Projectors 426.80 2 1853.60 383

ACCOUNT MANAGER	SHIPPING ADDRESS:
JAY CARLILE 312-705-9592 jaycar@cdwg.com	HIDALGO COUNTY JUAN DE LEON 100 E CANO ST 4TH FL EDINBURG TX 78539-4582
SALES ORDER NUMBER	
ZBN3240	

Cage Code Number 1KH72
DUNS Number 02-615-7235

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ROUTING NO.: 071000152
ACCOUNT NAME: CDW GOVERNMENT
ACCOUNT NO.: 91057

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
ZZP0825	10/13/11	5990448
SUBTOTAL	**SHIPPING**	**SALES TAX**
$4,443.84	$0.00	$0.00
DUE DATE		**AMOUNT DUE**
11/12/11		**$4,443.84**

ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
	Serial No: CNC122P43D Serial No: CNC122P431 Serial No: CNC122P439					
858765 (10)	TRIPP 42U RACK ENCLOSURE DRS & SIDES Manufacturer Part Number: SR42UB 2124AIC AC799 40 cabinets for 2 LAN Room	1	1	0	916.64	916.64

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ACCOUNT MANAGER	SHIPPING ADDRESS:		
JAY CARLILE 312-705-9592 jaycar@cdwg.com	HIDALGO COUNTY JUAN DE LEON 100 E CANO ST 4TH FL EDINBURG TX 78539-4582	SUBTOTAL	$4,443.84
		SHIPPING	$0.00
		SALES TAX	$0.00
SALES ORDER NUMBER		AMOUNT DUE	$4,443.84
ZBN3240			

Cage Code Number 1KH72
DUNS Number 02-615-7235

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Keywords, Model #

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Share:

Viking Professional Series Stainless Steel French Door Bottom Freezer Refrigerator - VCFF136DSS

Abt Model: VCFF136DSS | UPC Code: 883049193793



Larger View

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$4099.00
(Manufacturer Rebate Available)

Low Price Guarantee

Check for Local Utility Rebates / Energy savings calculator

19.8 Cu. Ft. Capacity/ Temperature Adjustable Meat Savor/Produce Drawer/ Three Slide-Out Adjustable Tempered Glass Spill-Proof Shelves/ Electronic Controls With LCD Display/ Through-The-Door Dispenser/ Stainless Steel Finish

Special Order: 7 To 14 Day Delivery Time (details)

Your Shipping Zipcode: 78577 (**change**)

Extended Protection Plans

- ☐ SquareTrade 4 Year Protection Plan - details **add $174.99**
- ☐ SquareTrade 5 Year Protection Plan - details **add $249.99**

Shipping $149 / Free Chicagoland Delivery

Note: This Viking product is only available for sale in our store and delivery within a 150 mile radius of our Glenview, IL Store.

View Map

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Add to Registry Add to List

Need it installed? View installation options

Customers Who Viewed This Item Also Viewed



$3,449.00
Viking 36" French Door Refrigerator With Bottom Mount Freezer
VCFF236SS



$2,879.10
KitchenAid 19.9 CuFt Stainless Refrigerator
KFIS20XVMS



$2,879.10
KitchenAid Stainless French Door Refrigerator
KFCS22EVMS

Details | Quick Specs | Accessories | Reviews | Q&A

Product Details

Energy Star Rated - Yes

Viking Professional Series Stainless Steel



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Frigidaire Professional 40" Stainless Steel Freestanding Electric Range - FPEF4085KF

Abt Model: FPEF4085SS | UPC Code: 057112103426



4.7 (3 reviews)

Retail Price : $2449.00
See Sale Price in Cart
Low Price Guarantee

5.4 Cu. Ft. Capacity (3.7 Cu. Ft. Main/1.7 Cu. Ft. Auxillary)/ True Convection/ Pro-Select Controls/ Keep Warm Zone/Keep Warm Setting/ Even Baking Technology/ Auto Shut-Off/ PowerPlus Clean/ Black Smoothtop Surface/ Dual Radiant Baking System/ Storage Drawer/ Stainless Steel Finish

Special Order: 7 To 14 Day Delivery Time (details)

Your Shipping Zipcode: 78577 (change)
Free Shipping (details)
on this product

Extended Protection Plans

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- ☐ SquareTrade 5 Year Protection Plan - details **add $169.99**

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Need it installed? View installation options



$2,294.00
Frigidaire 40" Free-Standing Stainless Steel Dual Fuel Range
FPDF4085SS



$1,599.00
Frigidaire 40" White Freestanding Electric Range
FFEF4015WH



$7,899.00
Viking 30" Free-Standing Stainless Steel Electric Induction Range
VISC5304BSS

Details | Quick Specs | Accessories | Reviews | Q&A

Product Details

Frigidaire Professional 40" Stainless Steel Freestanding Electric Range, Model FPEF4085SS

Note: The manufacturer does not include a power cord with this item due to different outlet configurations. Check your outlet configuration to determine which cord is required then click the accessories tab below to purchase the correct one for your home.

Features:

- **SpaceWise™ Side Oven**

Downloadable Resources

Installation
Manual
Specifications

Scotsman C0530MW-B530S 500 LB 30" Water-Cooled Medium Cube Ice Machine w/ Storage Bin



Availability: In stock

FREE SHIPPING!

$2,883.54

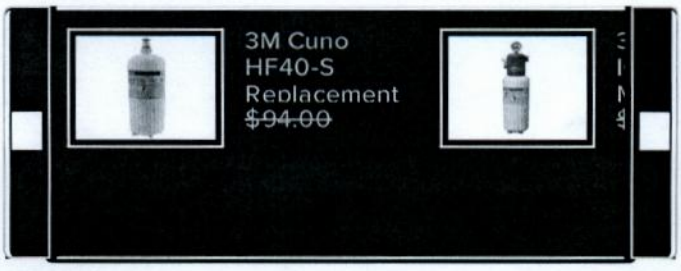
ADD TO CAR

$79 / month

Ship Weight:	175 lbs.
24 Hour Yield:	500 lbs
Condenser:	Water
Amps:	13.5
Ice Type:	Full Cube
Dimensions (HxWxD):	23" x 30" x 24"
Hertz:	60
Phase:	1
Voltage:	115
Power Usage:	5.0 kWh/100 lbs
Water Usage/Ice:	18.0 gal/100 lbs
Water Usage/Condenser:	160.0 gal/100 lbs

Related Items

Additional items that are recommended for use with this product.



Product Description

The Scotsman C0530MW-B530S is a combination ice cuber head and storage bin lot offered by Scotsman. This combo consists of the

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT/FIXED ASSET DIVISION
PRORATION SYSTEM

DPT NAME: Health Department
Loc: John Austin Pena Facility

Enter Values From Quote	
Total Quote =	31,285.39
Deliv & Inst Cost =	-

Prepared by: Josie Escalante
Date: 9/22/2014
Ref - Quote No: Insight
Estimate No: Q-153854-4
Vendor

Qty	Asset No	Capital Equipment Description	Obj Code	Unit Cost	Total Cost	Instal Cost %	Deliv&Inst Prorated	Acq Cost Sub-Total	Credit-Inv (-)	Invoice Total
		Capital Equip >=1,000 [Obj Code 741-748]		$	$	100	-	31,285.39	-	31,285.39
2		48 port network switch model 2960		6,800.00	13,600.00	0.43	-	13,600.00	-	13,600.00
1		24 port network switch model 2960		2,759.61	2,759.61	0.09	-	2,759.61	-	2,759.61
1		48 port network switch model 3750		14,925.78	14,925.78	0.48	-	14,925.78	-	14,925.78
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		Supplies: <=$299.99 [Obj Codes 601-619]		***	***					
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4		TOTAL			31,285.39	1.00	-	31,285.39	-	31,285.39

Summary	Object Code	Unit Cost	Total Cost	Instal Cost %	Installation Costs	Sub-Total	Credit Invoice	Total
Capital Equipment	0	-	31,285.39	1.00	-	31,285.39	-	31,285.39
Minor/Misc Eq.	0	-	-	-	-	-	-	-
Supplies	0	-	-	-	-	-	-	-
Total		-	31,285.39	1.00	-	31,285.39	-	31,285.39

Insight NETWORKING
6820 South Harl Avenue
Tempe, AZ 85283

Texas Department of Information Resources

Quotation

Quote Number Q-153854-4
Date 8/26/2011
Shipping Terms ..... FOB - O
Payment Terms ..... Net 30 Days
Quote Valid Thru ... 9/29/2011

DIR Agreement #...: DIR-SDD-1369

Account Manager Berger, Diana
diana.berger@insight.com
Phone (956) 451-8628
Client Advocate Fain, Timothy
timothy.fain@insight.com
Phone (512) 691-2026
Fax (512) 691-9480

County of Hidalgo
Information Technology Department
100 N. Closner, 1st Floor
Edinburg, TX 78539

Part Number	Description	Qty	List price	Disc.	Trade in	Unit price	Ext Price
WS-C2960S-48FPD-L	Catalyst 2960S 48 GigE PoE 740W, 2 x 10G SFP+ LAN Base	2	$ 9,495.00	44.50 $		$ 5,269.725	$ 10,539.45
CAB-16AWG-AC	AC Power cord, 16AWG	2	$ 0.00	44.50 $		$	$ 0.00
C2960S-STACK	Catalyst 2960S Flexstack Stack Module	2	$ 1,500.00	44.50 $		$ 832.500	$ 1,665.00
CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable	2	$ 0.00	44.50 $		$	$ 0.00
CAB-CONSOLE-USB	Console Cable 6 ft with USB Type A and mini-B	2	$ 30.00	44.50 $		$ 16.650	$ 33.30
CON-SNT-2960S4FD	SMARTNET 8X5XNBD Cat 2960S Stk48 GigE PoE 740W,2x10G LANB	2	$ 325.00	18.50 $		$ 264.875	$ 529.75
GLC-SX-MM=	GE SFP, LC connector SX transceiver	3	$ 500.00	44.50 $		$ 277.500	$ 832.50
WS-C2960S-24TS-L	Catalyst 2960S 24 GigE, 4 x SFP LAN Base	1	$ 2,995.00	44.50 $		$ 1,662.225	$ 1,662.23
CAB-16AWG-AC	AC Power cord, 16AWG	1	$ 0.00	44.50 $		$	$ 0.00
C2960S-STACK	Catalyst 2960S Flexstack Stack Module	1	$ 1,500.00	44.50 $		$ 832.500	$ 832.50
CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable	1	$ 0.00	44.50 $		$	$ 0.00
CON-SNT-2960S2TS	SMARTNET 8X5XNBD Cat 2960S Stk 24 GigE,4xSFP LAN Base	1	$ 325.00	18.50 $		$ 264.875	$ 264.88

48 port Network Switch / 2 pack
$6,850.00 x 2 = $13,600.00

1 pack $759.61

24 port Network switch Model 2960

12-19-11

Proprietary and confidential. For use only by addressee.

Insight NETWORKING
6820 South Hardy Avenue
Tempe, AZ 85283

Texas Department of Information Resources
Quotation

Quote Number.....: Q-153854-4
Date.....: 8/26/2011
Shipping Terms .....: FOB - O
Payment Terms .....: Net 30 Days
Quote Valid Thru ...: 9/29/2011

DIR Agreement #...: DIR-SDD-1369

Account Manager Berger, Diana
diana.berger@insight.com
Phone (956) 451-8628
Client Advocate Fain, Timothy
timothy.fain@insight.com
Phone (512) 691-2026
Fax (512) 691-9480

County of Hidalgo
Information Technology Department
100 N. Closner, 1st Floor
Edinburg, TX 78539

Part Number	Description	Qty	List price	Disc.	Trade in	Unit price	Ext Price
WS-C3750E-48PD-S	Catalyst 3750E 48 10/100/1000 PoE+2*10GE(X2),750W, IPB s/w	1	$ 20,495.00	44.50	$	$ 11,374.725	$ 11,374.73
S3750EVK9T-12250SE	CAT 3750E IOS UNIVERSAL WITH WEB BASE DEV MGR	1	$ 0.00	44.50	$	$	$ 0.00
CAB-STACK-50CM	CISCO STACKWISE 50CM STACKING	1	$ 0.00	44.50	$	$	$ 0.00
CAB-16AWG-AC	AC Power cord, 16AWG	1	$ 0.00	44.50	$	$	$ 0.00
CVR-X2-SFP	Cisco TwinGig Converter Module	2	$ 0.00	44.50	$	$	$ 0.00
CON-SNT-3750E4PS	SMARTNET 8X5XNBD WS-C3750E-48PD-S	1	$ 1,640.00	18.50	$	$ 1,336.600	$ 1,336.60
X2-10GB-SR=	10GBASE-SR X2 Module	2	$ 1,995.00	44.50	$	$ 1,107.225	$ 2,214.45

Model 3750 48 port Network switch $14,925.78 / each

* Please contact your Account Manager for financing options.

Total Hardware	$	**29,154.16**
Total Maintenance	$	**2,131.23**
Estimated Tax	$	**0.00**
Estimated Freight	$	**0.00**
Quote Total	$	**31,285.39**

Proprietary and confidential. For use only by addressee.

Insight NETWORKING
6820 South Hardy Avenue
Tempe, AZ 85283

Texas Department of Information Resources
Quotation

Quote Number.....: Q-153854-4
Date.....: 8/26/2011
Shipping Terms .....: FOB - O
Payment Terms .....: Net 30 Days
Quote Valid Thru ...: 9/29/2011

DIR Agreement #...: DIR-SDD-1369

Account Manager Berger, Diana
diana.berger@insight.com
Phone (956) 451-8628

LogInternetAddress

TERMS AND CONDITIONS

:tion is governed by the applicable contract between Calence, LLC dba Insight Networking and the Texas Department of Informatior
Pursuant to that contract, the warranties and disclaimers located at the following URL apply to this transaction:
www.insight.com/pages/legal.web#
The above-referenced contract and warranties and disclaimers are hereby incorporated herein by this reference.
CALENCE, LLC DBA INSIGHT NETWORKING SPECIFICALLY OBJECTS TO ANY ADDITIONAL TERMS BEING ADDED THROUGH A PURCHASE ORDER OR OTHER SIMILAR DOCUMENT OR COMMUNICATION (A 'PURCHASE ORDER'). BY ORDERING ANY OF THE ITEMS IDENTIFIED HEREIN, CUSTOMER AGREES THAT ANY ADDITIONAL TERMS CONTAINED IN A PURCHASE ORDER SHALL NOT BECOME PART OF THE AGREEMENT BETWEEN THE PARTIES AND SPECIFICALLY THAT THE TERMS AND CONDITIONS CONTAINED HEREIN OR INCORPORATED HEREIN BY REFERENCE SHALL SUPERSEDE ANY CONFLICTING, CONTRARY, OR ADDITIONAL TERMS AND CONDITIONS IN A PURCHASE ORDER.

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT/FIXED ASSET DIVISION
PRORATION SYSTEM

DPT NAME: Health Department
Loc: John Austin Pena Facility

Enter Values From Quote	
Total Quote =	12,545.70
Deliv & Inst Cost =	

Prepared by: Josie Escalante
Date: 9/22/2014
Ref - Quote No: Scan Source Communicatio
Estimate No:
Vendor

Qty	Asset No	Capital Equipment Description	Obj Code	Unit Cost	Total Cost	Instal Cost %	Deliv&Inst Prorated	Acq Cost Sub-Total	Credit-Inv (-)	Invoice Total
		Capital Equip >=1,000 [Obj Code 741-748]		$	$	100	-	12,545.70	-	12,545.70
1		Shorttel Voice Switches		1,556.10	1,556.10	0.12	-	1,556.10	-	1,556.10
					-	-	-	-	-	-
					-	-	-	-	-	-
					-	-	-	-	-	-
					-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
		Minor Eq: $300 to 999.99 [Obj Code 661-668]		***	***					
					-	-	-	-	-	-
					-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
		Supplies: <=$299.99 [Obj Codes 601-619]		***	***					
30		Shoretel Phones		202.02	6,060.60	0.48	-	6,060.60	-	6,060.60
30		Shoretel License		156.00	4,680.00	0.37	-	4,680.00	-	4,680.00
1		Application Server		249.00	249.00	0.02	-	249.00	-	249.00
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
62		TOTAL			12,545.70	1.00	-	12,545.70	-	12,545.70

Summary	Object Code	Unit Cost	Total Cost	Instal Cost %	Installation Costs	Sub-Total	Credit Invoice	Total
Capital Equipment	0	-	1,556.10	0.12	-	1,556.10	-	1,556.10
Minor/Misc Eq.	0	-	-	-	-	-	-	-
Supplies	0	-	10,989.60	0.88	-	10,989.60	-	10,989.60
Total		-	12,545.70	1.00	-	12,545.70	-	12,545.70

ScanSource COMMUNICATIONS

ShoreTel Quote	Version 9.53
Purchase Order #:	
Date:	10/3/2011
Quote Valid Until:	11/2/2011
Currency:	US Dollars
Payment Terms:	
Prepared By:	Josh Richline

Richline Technical Services, LLC
114 Mesquite St.
Corpus Christi, TX 78401
361.882.6297
Jrichline@Richline.CC

Prepared For: Hidalo County
100 East Cano 4th Floor

Edinburg, TX 78539
Eli Gracia: 956-292-7010
eli.gracia@co.hidalgo.tx.us

Ship-to: Hidalo County
Eli Gracia
100 East Cano 4th Floor

Edinburg, TX 78539
956-292-7010

Part Number	Description	Qty	Unit List	Ext List	Unit Cost	Ext Cost
ShoreTel Voice Switches						
SHO-10259	ShoreGear 50	1	$ 1,995.00	$ 1,995.00	$ 1,556.10	$ 1,556.10
ShoreTel Telephones						
SHO-10196	ShorePhone IP230 - Black phones	30	$ 259.00	$ 7,770.00	$ 202.02	$ 6,060.60
ShoreTel Licensing						
SHO-30035	Extension & Mailbox License for ShoreTel License	30	$ 200.00	$ 6,000.00	$ 156.00	$ 4,680.00
ShoreWare Application Server — software						
SHO-30044	Additional Site License	1	$ 495.00	$ 495.00	$ 249.00	$ 249.00
ShoreWare Client Software —						
SHO-40005	Personal Access License	30	$	$	$	$
ShoreTel Services						
SHO-94111	ShoreCare Partner Support: 1 Year - No Phones, Prorated - 12 months remaining	1	$ -	$ 919.00	$ 716.82	$ 716.82

Comments:	DIR Contract #: DIR-SDD-1603 (Richline Technical Services, LLC Vendor ID:14605204313): DIR Contract includes all equipment, support and labor (if applicable) quoted above.

Product Subtotal:	$	13,262.52
Shipping Estimate:		
Total:	$	13,262.52

ShoreTel

12-19-11

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT/FIXED ASSET DIVISION
PRORATION SYSTEM

DPT NAME: Health Department
Loc: John Austin Pena Facility

Enter Values From Quote	
Total Quote =	8,987.62
Deliv & Inst Cost =	

Prepared by: Josie Escalante
Date: 9/23/2014
Ref - Quote No: Gov Connection
Estimate No: 22905058.09
Vendor

Qty	Asset No	Capital Equipment Description	Obj Code	Unit Cost	Total Cost	Instal Cost %	Deliv&Inst Prorated	Acq Cost Sub-Total	Credit-Inv (-)	Invoice Total
		Capital Equip >=1,000 [Obj Code 741-748]		$	$	100	-	8,987.62	-	8,987.62
2		Laser Jet P4015 Printer		1,154.43	2,308.86	0.26	RM 203	2,308.86	-	2,308.86
1		55" LDS520C Commercial TV		1,422.46	1,422.46	0.16	RM 203	1,422.46	-	1,422.46
					-	-	-	-	-	-
					-	-	-	-	-	-
					-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
		Minor Eq: $300 to 999.99 [Obj Code 661-668]		***	***					
2		smartUPS 2200VA Battery		947.00	1,894.00	0.21	-	1,894.00	-	1,894.00
2		47" TV with mount & Cables		824.16	1,648.32	0.18	-	1,648.32	-	1,648.32
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
		Supplies: <=$299.99 [Obj Codes 601-619]		***	***					
6		2TB My Book 3.0 USB External		111.73	670.38	0.07	-	670.38	-	670.38
20		Back UPS ES 450VA Battery		52.18	1,043.60	0.12	-	1,043.60	-	1,043.60
					-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
33		TOTAL			8,987.62	1.00	-	8,987.62	-	8,987.62

Summary	Object Code	Unit Cost	Total Cost	Instal Cost %	Installation Costs	Sub-Total	Credit Invoice	Total
Capital Equipment	0	-	3,731.32	0.42	-	3,731.32	-	3,731.32
Minor/Misc Eq.	0	-	3,542.32	0.39	-	3,542.32	-	3,542.32
Supplies	0	-	1,713.98	0.19	-	1,713.98	-	1,713.98
Total		-	8,987.62	1.00	-	8,987.62	-	8,987.62

GovConnection™
IT Solutions for Government and Education

7503 Standish Place
Rockville, MD 20855

QUOTATION

Quote # 22905058.09

PLEASE REFER TO THE ABOVE QUOTE NUMBER WHEN ORDERING

Date: September 12, 2011
Valid through: October 2, 2011
Account #:

Account Executive: Brian K Massey
Phone: 800-800-0019
Fax: 603-683-1514
Email:

QUOTE PROVIDED TO:
AB#: 12269629
HIDALGO COUNTY
INFORMATION TECHNOLOGY
100 E CANO ST FL 4
EDINBURG, TX 78539

SHIP TO:
AB#: 12269630
HIDALGO COUNTY
STAN RAMOS
100 E CANO ST FL 4
HIDALGO COUNTY INFORMATION TECHNOLOGY
EDINBURG, TX 78539

DELIVERY	FOB	TERMS	CONTRACT ID #
1-30 Days A/R/O	Destination	NET 30	DIR-SDD-1364

*	Line #	Qty	Item #	Manuf. Part #	Description	Price	Ext
	1	2	12326657	SMT2200RM2U	SmartUPS 2200VA 120V LCD 2U Rackmount Online UPS APC	$947.00	$1,894.00
	2	2	8520289	CB509A#ABA	LaserJet P4015n Printer $1179 - $400 instant rebate = $779 ends 4 / 30 / 11 Hewlett Packard Printing & Imaging	$1,154.43	$2,308.86
	3	2	5799309	ST650	Smartmount Universal Adjustable Tilt Wall Mount for 32"-56" Flat Panels up to 175lbs., Black Peerless Industries	$69.49	$138.98
	4	1	11781121	55LD520C	55" LD520C LCD Commercial HDTV LG Electronics	$1,422.46	$1,422.46
	5	6	11580717	WDBAAK0020HCH-NESN	2TB My Book 3.0 USB 3.0 External Hard Drive Western Digital	$111.73	$670.38
	6	20	8840039	BE450G	Back-UPS ES 450VA 120V Standby UPS, Green, (8) Outlet APC	$52.18	$1,043.60
	7	2	390516	28016	Pro Series HD15 M / M UXGA Monitor Cable, 50ft Cables To Go	$32.01	$64.02
	8	2	454937	28014	Pro Series HD15 M / M UXGA Monitor Cable, 25ft Cables To Go	$17.39	$34.78
	9	2	5565238	37052	Decorative HDDB-15 VGA Insert Cables To Go/components	$6.23	$12.46

GovConnection™
IT Solutions for Government and Education

7503 Standish Place
Rockville, MD 20855

QUOTATION

Quote # 22905058.09

PLEASE REFER TO THE ABOVE QUOTE NUMBER WHEN ORDERING

Date: September 12, 2011
Valid through: October 2, 2011
Account #:

Account Executive: Brian K Massey
Phone: 800-800-0019
Fax: 603-683-1514
Email:

QUOTE PROVIDED TO:
AB#: 12269629
HIDALGO COUNTY
INFORMATION TECHNOLOGY
100 E CANO ST FL 4
EDINBURG, TX 78539

SHIP TO:
AB#: 12269630
HIDALGO COUNTY
STAN RAMOS
100 E CANO ST FL 4
HIDALGO COUNTY INFORMATION TECHNOLOGY
EDINBURG, TX 78539

DELIVERY	FOB	TERMS	CONTRACT ID #
1-30 Days A/R/O	Destination	NET 30	DIR-SDD-1364

*	Line #	Qty	Item #	Manuf. Part #	Description	Price	Ext
	10	2	12943938	E470VLE	47" E470VLE LCD HDTV 1080p Vizio	$699.04	$1,398.08
		Lines:	10			Total Merchandise	$8,987.62
						Fee	
						Ship Via: R&L Carriers	931. pounds
						Shipping and Handling	$0.00
						Tax	
						TOTAL	**$8,987.62**
						* Lease for as low as:	$304.14/Mo.

GovConnection™
IT Solutions for Government and Education

ORDERING INFORMATION:

GovConnection, Inc.

Texas DIR: Contract #DIR-SDD-1364

Please reference the Contract # on ALL Purchase Orders

EXPIRATION:	**07/31/2011**
TERMS:	**NET 30**
FOB POINT:	**DESTINATION (within Continental US)**
MAXIMUM ORDER LIMITATION:	**NONE**
DELIVERY TIME:	**1-30 DAYS ARO**
FEIN:	**52-1837891**
DUNS NUMBER:	**80-967-8782**
BUSINESS SIZE:	**LARGE**

Ordering Address:
GovConnection, Inc.
732 Milford Rd.
Merrimack, NH 03054

Remittance Address:
GovConnection, Inc.
Box 382810
Pittsburgh, PA 15250-8810

Sales: 800-800-0019

If you require a hard copy invoice for your credit card order, please visit the link below to print one:

https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm

12-19-11

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT/FIXED ASSET DIVISION
PRORATION SYSTEM

DPT NAME: Health Department
Loc: John Austin Pena Facility

Enter Values From Quote	
Total Quote =	57,028.00
Deliv & Inst Cost =	4,635.00

Prepared by: Josie Escalante
Date: 9/23/2014
Ref - Quote No: 260306
Estimate No: workareas/modules
Vendor

Qty	Asset No	Capital Equipment Description	Obj Code	Unit Cost	Total Cost	Instal Cost %	Deliv&Inst Prorated	Acq Cost Sub-Total	Credit-Inv (-)	Invoice Total
		Capital Equip >=1,000 [Obj Code 741-748]		$	$	100	4,635.00	52,393.00	-	57,028.00
2		Piano Style work stations		3,261.00	6,522.00	0.12	576.98	7,098.98	-	7,098.98
1		Executive Work statiion		3,973.00	3,973.00	0.08	351.48	4,324.48	-	4,324.48
7		Volition Desk/hutch workstations		2,720.00	19,040.00	0.36	1,684.39	20,724.39	-	22,554.13
4		"L" shape module unit		4,312.00	17,248.00	0.33	1,525.86	18,773.86	-	18,773.86
1		"U" shape moduel unit		5,610.00	5,610.00	0.11	496.29	6,106.29	-	6,106.29
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
		Minor Eq: $300 to 999.99 [Obj Code 661-668]		***	***					
					-	-	-	-	-	-
					-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
		Supplies: <=$299.99 [Obj Codes 601-619]		***	***					
					-	-	-	-	-	-
					-	-	-	-	-	-
					-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
15		TOTAL			52,393.00	1.00	4,635.00	57,028.00	-	58,857.74

Summary	Object Code	Unit Cost	Total Cost	Instal Cost %	Installation Costs	Sub-Total	Credit Invoice	Total
Capital Equipment	0	-	52,393.00	1.00	4,635.00	57,028.00	-	57,028.00
Minor/Misc Eq.	0	-	-	-	-	-	-	-
Supplies	0	-	-	-	-	-	-	-
Total		-	52,393.00	1.00	4,635.00	57,028.00	-	57,028.00

Office work areas / Modular units

STATE OF TEXAS

Page Number: _____

INTERAGENCY TRANSACTION VOUCHER

PCC	INTERAGENCY CONTRACT NUMBER

AGENCY RECEIVING PAYMENT

ARCHIVE REF NO		USAS DOCUMENT NUMBER	EFFECTIVE DATE
	TEXAS DEPT OF CRIMINAL JUSTICE TEXAS CORRECTIONAL INDUSTRIES CASHIERS OFFICE P.O. BOX 4015 HUNTSVILLE, TX 77342-4015		
AGENCY NUMBER 696		VENDMIC 36966966966007	DOCUMENT AMOUNT

CODING BLOCK FOR AGENCY RECEIVING PAYMENT

DOC/ SFX	REF DOC/ INVOICE #	TRAN CODE	AY	RTI	PCA	COMP/ AGY OBJ	A/FUND	AMOUNT	R	APPN NO	FUND	GRANT NO/PH
	260306			RTI# 090112 INTEREST# 033101				57,028.00			156	
		TOTAL FOR AGENCY RECEIVING PAYMENT										

AGENCY MAKING PAYMENT

AGENCY NUMBER		ORDER NUMBER/GSC NUMBER	ORDER (DOC) DATE
	TEXAS FACILITIES COMMISSION FISCAL MANAGEMENT, 1ST FLOOR P.O. BOX 13047 AUSTIN TX 78711-3047	MX-044	01/18/12
		SERVICE DATE 01/18/12	REQUISITION NO. 303-2-10320

CODING BLOCK FOR AGENCY MAKING PAYMENT

DOC/ SFX	REF DOC/ VOUCHER #	TRAN CODE	AY	INDEX	PCA	COMP/ AGY OBJ	NACUBO FUND	AMOUNT	R	APPN NO	FUND	GRANT NO/PH
		TOTAL FOR AGENCY MAKING PAYMENT										

SERV/DEL DATE	DESCRIPTION OF GOODS OR SERVICES	QUANTITY	UNIT PRICE	AMOUNT

PAYMENT DUE 45 DAYS FROM
DATE OF INVOICE

AGENCY RECEIVING PAYMENT

SHIPPING NO./ CONTACT NAME	CONTACT NAME	ENT BY	COMP
JOSIE ESCALANTE 956/383-	ACCOUNTS RECEIVABLE DEPT.		
PHONE NUMBER	PHONE NUMBER (936)-437-6048		
APPROVED SIGN HERE DATE	APPROVED SIGN HERE Texas Correctional Industries DATE 01/18/12		
APPROVED SIGN HERE DATE	APPROVED SIGN HERE DATE		

BU-197

Interagency Transaction Voucher / Continued

AMOUNT	INVOICE NUMBER
57,028.00	260306
	REQUISITION NUMBER 303-2-10320

SER/DEL DATE	DESCRIPTION OF GOODS OR SERVICES	QUANTITY	UNIT PRICE	AMOUNT
1.000 10/19/11	MODULAR OFFICE FURNITURE PROJECT #1HC233 PRODUCT SUBTOTAL: $55,797.00 VOLUME DISCOUNT: -$ 3,784.00 NEW PRODUCT SUBTOTAL: $52,013.00	1	52,013.0000	52,013.00
2.000 10/19/11	INSTALLATION	1	1,322.0000	1,322.00
3.000 10/19/11	FREIGHT @ .25/LB	13252	.2500	3,313.00
4.000 10/19/11	KEYALIKES @ $5.00/EA	76	5.0000	380.00
------	----------	-------	Sales Tax	Total Order

Texas Department of Criminal Justice
Texas Correctional Industries

REMIT TO: Cashier
P.O. Box 4015
Huntsville, TX 77342-4015

DOC AGENCY		CURRENT DOCUMENT NO.
696	UI	260306

SALES INVOICE

Lone Star Customer No: A107100 000
Customer No.: 141516

Unit: 71 Stevenson
Dept: 50 Furniture

SOLD TO:

TEXAS FACILITIES COMMISSION
FISCAL MANAGEMENT, 1ST FLOOR
P.O. BOX 13047
AUSTIN TX 78711-3047

SHIP TO:

HIDALGO COUNTY CLINIC
3341 EAST RICHARDSON ROAD
PRIMARY CARE AND SUBSTANCE ABUSE CLINIC
EDINBURG TX 78539

Purchase Order/Requisition No.: 303-2-10320
GSC No.: MX-044

COMMODITY NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
MODULAR FURNITUR	MODULAR OFFICE FURNITURE	1	LT	52,013.0000	52,013.00
	PROJECT #1HC233				
	PRODUCT SUBTOTAL: $55,797.00				
	VOLUME DISCOUNT: -$ 3,784.00				
	NEW PRODUCT SUBTOTAL: $52,013.00				
INSTALLATION	INSTALLATION	1	LT	1,322.0000	1,322.00
FREIGHT	FREIGHT @ .25/LB	13252	LB	.2500	3,313.00
KEYALIKES	KEYALIKES @ $5.00/EA	76	LT	5.0000	380.00
				Sales Tax	Total Order

Sold by: Texas Correctional Industries Date: 01/18/12 Total $ 57,028.00

EFF DATE		DOC DATE	DOC AMOUNT			RTI# 090112 INTEREST# 033101			
		01/18/12	57,028.00						
SFX	TC	INDEX	PCA	AY	AOBJ	AMOUNT	D	MPCD(Check No.)	AGLA
001									
002									
003									
004									

Customer Copy . File Copy

Page Number: 1

LNSTR-003 Revised 5/92

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT/FIXED ASSET DIVISION
PRORATION SYSTEM

DPT NAME: Health Department
Loc: John Austin Pena Facility

Enter Values From Quote	
Total Quote =	9,120.00
Deliv & Inst Cost =	-

Prepared by: Josie Escalante
Date: 9/22/2014
Ref - Quote No: 257989
Estimate No:
Vendor

Qty	Asset No	Capital Equipment Description	Obj Code	Unit Cost	Total Cost	Instal Cost %	Deliv&Inst Prorated	Acq Cost Sub-Total	Credit-Inv (-)	Invoice Total
		Capital Equip >=1,000 [Obj Code 741-748]		$	$	100	-	9,120.00	-	9,120.00
					-	-	-	-	-	-
					-	-	-	-	-	-
					-	-	-	-	-	-
					-	-	-	-	-	-
					-	-	-	-	-	-
-				-	-	-	-	-	-	-
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-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
		Minor Eq: $300 to 999.99 [Obj Code 661-668]		***	***					
24					-	-	-	-	-	-
					-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
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-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
		Supplies: <=$299.99 [Obj Codes 601-619]		***	***					
60		Dakota Stacking with ganging glides		64.00	3,840.00	0.42	-	3,840.00	-	3,840.00
32		Dakota Stacking Cafe Au Lait		60.00	1,920.00	0.21	-	1,920.00	-	1,920.00
48		Dakota stacking Black		70.00	3,360.00	0.37	-	3,360.00	-	3,360.00
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
##		TOTAL			9,120.00	1.00	-	9,120.00	-	9,120.00

Summary	Object Code	Unit Cost	Total Cost	Instal Cost %	Installation Costs	Sub-Total	Credit Invoice	Total
Capital Equipment	0	-	-	-	-	-	-	-
Minor/Misc Eq.	0	-	-	-	-	-	-	-
Supplies	0	-	9,120.00	1.00	-	9,120.00	-	9,120.00
Total		-	9,120.00	1.00	-	9,120.00	-	9,120.00

Stackable Chairs

STATE OF TEXAS

Page Number: _____

INTERAGENCY TRANSACTION VOUCHER

PCC	INTERAGENCY CONTRACT NUMBER

AGENCY RECEIVING PAYMENT

ARCHIVE REF NO		USAS DOCUMENT NUMBER	EFFECTIVE DATE
AGENCY NUMBER 696	TEXAS DEPT OF CRIMINAL JUSTICE TEXAS CORRECTIONAL INDUSTRIES CASHIERS OFFICE P.O. BOX 4015 HUNTSVILLE, TX 77342-4015	VEND/MC 36966966966007	DOCUMENT AMOUNT

CODING BLOCK FOR AGENCY RECEIVING PAYMENT

DOC/ SFX	REF DOC/ INVOICE #	TRAN CODE	AY	RTI	PCA	COMP/	A/FUND	AMOUNT	R	APPN NO	FUND	GRANT NO/PH
	257989			RTI# 090112 INTEREST# 033101				9,120.00			156	
				TOTAL FOR AGENCY RECEIVING PAYMENT								

AGENCY MAKING PAYMENT

AGENCY NUMBER		ORDER NUMBER/GSC NUMBER	ORDER (DOC) DATE
	TEXAS FACILITIES COMMISSION FISCAL MANAGEMENT, 1ST FLOOR P.O. BOX 13047 AUSTIN TX 78711-3047	296932SR	11/16/11
		SERVICE DATE 11/16/11	REQUISITION NO. 303-2-0128

CODING BLOCK FOR AGENCY MAKING PAYMENT

DOC/ SFX	REF DOC/ VOUCHER #	TRAN CODE	AY	INDEX	PCA	COMP/ AGY OBJ	NACUBO FUND	AMOUNT	R	APPN NO	FUND	GRANT NO/PH
				TOTAL FOR AGENCY MAKING PAYMENT								

SERV/DEL DATE	DESCRIPTION OF GOODS OR SERVICES	QUANTITY	UNIT PRICE	AMOUNT

ENTERED

PAYMENT DUE 45 DAYS FROM
DATE OF INVOICE

AGENCY RECEIVING PAYMENT

SHIPPING NO./ CONTACT NAME	CONTACT NAME	ENT BY	COMP
JOSIE ESCALANTE 956-383-	ACCOUNTS RECEIVABLE DEPT.		
PHONE NUMBER	PHONE NUMBER (936) 437-6048		
APPROVED SIGN HERE	DATE	APPROVED SIGN HERE Texas Correctional Industries	DATE 11/16/11
APPROVED SIGN HERE	DATE	APPROVED SIGN HERE	DATE

BU-197

Interagency Transaction Voucher / Continued

AMOUNT	INVOICE NUMBER
	257989
	REQUISITION NUMBER
	303-2-0128

SER/DEL DATE	DESCRIPTION OF GOODS OR SERVICES	QUANTITY	UNIT PRICE	AMOUNT
1.000 10/12/11	Dakota,Stacking,No,Arms/Glides Agency Must Specify Color CAFE AU LAIT SHELL CHROME FRAME DELIVER WITH MODULAR MX 044	60	60.0000	3,600.00
2.000 10/12/11	Op#3,Glide Type Agency must specify glide type GANGING GLIDES DELIVER WITH MODULAR MX 044	60	4.0000	240.00

Interagency Transaction Voucher / Continued

AMOUNT	INVOICE NUMBER
	257989
	REQUISITION NUMBER
	303-2-0128

SER/DEL DATE	DESCRIPTION OF GOODS OR SERVICES	QUANTITY	UNIT PRICE	AMOUNT
3.000 10/12/11	Dakota,Stacking,No,Arms/Glides Agency Must Specify Color CAFE AU LAIT SHELL CHROME FRAME DELIVER WITH MODULAR MX 044	20	60.0000	1,200.00
4.000 10/12/11	Dakota,Stacking,No,Arms/Glides Agency Must Specify Color CAFE AU LAIT SHELL CHROME FRAME DELIVER WITH MODULAR MX 044	12	60.0000	720.00

Interagency Transaction Voucher / Continued

AMOUNT	INVOICE NUMBER
9,120.00	257989
	REQUISITION NUMBER 303-2-0128

SER/DEL DATE	DESCRIPTION OF GOODS OR SERVICES	QUANTITY	UNIT PRICE	AMOUNT
5.000	Dakota,Stacking,W/Arms,No,Glid	48	70.0000	3,360.00
10/12/11	Agency Specify Color			
	BLACK SHELL			
	BLACK FRAME			
	DELIVER WITH MODULAR			
	MX 044			
			Sales Tax	Total Order

Texas Department of Criminal Justice
Texas Correctional Industries

REMIT TO: **Cashier**
P.O. Box 4015
Huntsville, TX 77342-4015

DOC AGENCY	CURRENT DOCUMENT NO.	
696	UI	257989

SALES INVOICE

Lone Star Customer No: A107100 000
Customer No.: 141516

Unit: 17 Ramsey I
Dept: 50 Furniture

SOLD TO:

TEXAS FACILITIES COMMISSION
FISCAL MANAGEMENT, 1ST FLOOR
P.O. BOX 13047
AUSTIN TX 78711-3047

SHIP TO:

TEXAS FACILITIES COMMISSION
HIDALGO COUNTY PRIMARY CARE CLINIC
3341 EAST RICHARDSON RD
EDINBURG TX 78539

Purchase Order/Requisition No.: 303-2-0128
GSC No.: 296932SR

COMMODITY NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
420-60-30001-1	Dakota,Stacking,No,Arms/Glides Agency Must Specify Color CAFE AU LAIT SHELL CHROME FRAME DELIVER WITH MODULAR MX 044	60	EA	60.0000	3,600.00
420-60-30014-4	Op#3,Glide Type Agency must specify glide type GANGING GLIDES DELIVER WITH MODULAR MX 044	60	ST	4.0000	240.00

Sold by: Texas Correctional Industries Date: 11/16/11 Total $

EFF DATE	DOC DATE	DOC AMOUNT
	11/16/11	

RTI# 090112
INTEREST# 033101

SFX	TC	INDEX	PCA	AY	AOBJ	AMOUNT	R	MPCD(Check No.)	AGLA
001									
002									
003									
004									

Customer Copy . File Copy

LNSTR-003 Revised 5/92

Texas Department of Criminal Justice
Texas Correctional Industries

REMIT TO: Cashier
P.O. Box 4015
Huntsville, TX 77342-4015

DOC AGENCY	CURRENT DOCUMENT NO.
696	UI 257989

SALES INVOICE

Lone Star Customer No: A107100 000
Customer No.: 141516

Unit: 17 Ramsey I
Dept: 50 Furniture

SOLD TO:

TEXAS FACILITIES COMMISSION
FISCAL MANAGEMENT, 1ST FLOOR
P.O. BOX 13047
AUSTIN TX 78711-3047

SHIP TO:

TEXAS FACILITIES COMMISSION
HIDALGO COUNTY PRIMARY CARE CLINIC
3341 EAST RICHARDSON RD
EDINBURG TX 78539

Purchase Order/Requisition No.: 303-2-0128
GSC No.: 296932SR

COMMODITY NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
420-60-30001-1	Dakota,Stacking,No,Arms/Glides Agency Must Specify Color CAFE AU LAIT SHELL CHROME FRAME DELIVER WITH MODULAR MX 044	20	EA	60.0000	1,200.00
20-60-30001-1	Dakota,Stacking,No,Arms/Glides Agency Must Specify Color CAFE AU LAIT SHELL CHROME FRAME DELIVER WITH MODULAR MX 044	12	EA	60.0000	720.00

Sold by: Texas Correctional Industries Date: 11/16/11 Total $

EFF DATE	DOC DATE	DOC AMOUNT
	11/16/11	

RTI# 090112
INTEREST# 033101

SFX	TC	INDEX	PCA	AY	AOBJ	AMOUNT	R	MPCD(Check No.)	AGLA
001									
002									
003									
004									

Customer Copy . File Copy

LNSTR-003 Revised 5/92

Texas Department of Criminal Justice
Texas Correctional Industries

REMIT TO: Cashier
P.O. Box 4015
Huntsville, TX 77342-4015

DOC AGENCY	CURRENT DOCUMENT NO.
696	UI 257989

SALES INVOICE

Lone Star Customer No: A107100 000
Customer No.: 141516

Unit: 17 Ramsey I
Dept: 50 Furniture

SOLD TO:
TEXAS FACILITIES COMMISSION
FISCAL MANAGEMENT, 1ST FLOOR
P.O. BOX 13047
AUSTIN TX 78711-3047

SHIP TO:
TEXAS FACILITIES COMMISSION
HIDALGO COUNTY PRIMARY CARE CLINIC
3341 EAST RICHARDSON RD
EDINBURG TX 78539

Purchase Order/Requisition No.: 303-2-0128
GSC No.: 296932SR

COMMODITY NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
420-60-31001-0	Dakota,Stacking,W/Arms,No,Glid Agency Specify Color BLACK SHELL BLACK FRAME DELIVER WITH MODULAR MX 044	48	EA	70.0000	3,360.00
				Sales Tax	Total Order

Sold by: Texas Correctional Industries Date: 11/16/11 Total $ 9,120.00

EFF DATE	DOC DATE	DOC AMOUNT
	11/16/11	9,120.00

RTI# 090112
INTEREST# 033101

SFX	TC	INDEX	PCA	AY	AOBJ	AMOUNT	R	MPOD(Check No.)	AGLA
001									
002									
003									
004									

Customer Copy . File Copy

Page Number: 3

LNSTR-003 Revised 5/92

TEXAS DEPARTMENT OF CRIMINAL JUSTICE

Brad Livingston
Executive Director

Dear Customer:

Texas Correctional Industries issues a new RTI number for invoices each year beginning September 01. Invoices will be labeled with the following numbers. Please use these numbers when submitting payment to Texas Department of Criminal Justice.

RTI#: 090112
INTEREST #: 033101

Please continue to use RTI: 090111 on any/all invoices prior to 8-31-11.

If you have any questions, please contact Manufacturing & Logistics Division's Business Office, 936-437-8609 between 8:00 am & 5:00 pm, Monday thru Friday.

Thank you for your continued support of Texas Correctional Industries.

C. F. Hazlewood, Director
Manufacturing & Logistics Division
P.O. Box 4013
Huntsville, Texas 77342-4013

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT/FIXED ASSET DIVISION
PRORATION SYSTEM

DPT NAME: Health Department
Loc: John Austin Pena Facility

Enter Values From Quote	
Total Quote =	10,220.00
Deliv & Inst Cost =	1,500.00

Prepared by: Josie Escalante
Date: 9/22/2014
Ref - Quote No: 259604
Estimate No:
Vendor

Qty	Asset No	Capital Equipment Description	Obj Code	Unit Cost	Total Cost	Instal Cost %	Deliv&Inst Prorated	Acq Cost Sub-Total	Credit-Inv (-)	Invoice Total
		Capital Equip >=1,000 [Obj Code 741-748]		$	$	100	1,500.00	8,720.00	-	10,220.00
					-	-	-	-	-	-
					-	-	-	-	-	-
					-	-	-	-	-	-
					-	-	-	-	-	-
					-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
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-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
		Minor Eq: $300 to 999.99 [Obj Code 661-668]		***	***					
24					-	-	-	-	-	-
					-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
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-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
		Supplies: <=$299.99 [Obj Codes 601-619]		***	***					
10		Elite High Back chair		160.00	1,600.00	0.18	275.23	1,875.23	-	1,875.23
8		Elite Mid Back Chair		140.00	1,120.00	0.13	192.66	1,312.66	-	1,312.66
48		Elite Sled Guest Black Leather		125.00	6,000.00	0.69	1,032.11	7,032.11	-	7,032.11
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
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-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
90		TOTAL			8,720.00	1.00	1,500.00	10,220.00	-	10,220.00

Summary	Object Code	Unit Cost	Total Cost	Instal Cost %	Installation Costs	Sub-Total	Credit Invoice	Total
Capital Equipment	0	-	-	-	-	-	-	-
Minor/Misc Eq.	0	-	-	-	-	-	-	-
Supplies	0	-	8,720.00	1.00	1,500.00	10,220.00	-	10,220.00
Total		-	8,720.00	1.00	1,500.00	10,220.00	-	10,220.00

Executive Chairs

STATE OF TEXAS

Page Number: _____

INTERAGENCY TRANSACTION VOUCHER

PCC	INTERAGENCY CONTRACT NUMBER

AGENCY RECEIVING PAYMENT

ARCHIVE REF NO		USAS DOCUMENT NUMBER	EFFECTIVE DATE
	TEXAS DEPT OF CRIMINAL JUSTICE TEXAS CORRECTIONAL INDUSTRIES CASHIERS OFFICE P.O. BOX 4015 HUNTSVILLE, TX 77342-4015		
AGENCY NUMBER 696		VEND/MC 36966966966007	DOCUMENT AMOUNT

CODING BLOCK FOR AGENCY RECEIVING PAYMENT

DOC/ SFX	REF DOC/ INVOICE #	TRAN CODE	AY	RTI	PCA	COMP/ AGY OBJ	A/FUND	AMOUNT	R	APPN NO	FUND	GRANT NO/PH
	259604			RTI# 090112 INTEREST# 033101				10,220.00			156	
				TOTAL FOR AGENCY RECEIVING PAYMENT								

AGENCY MAKING PAYMENT

AGENCY NUMBER		ORDER NUMBER/GSC NUMBER	ORDER (DOC) DATE
	TEXAS FACILITIES COMMISSION FISCAL MANAGEMENT, 1ST FLOOR P.O. BOX 13047 AUSTIN TX 78711-3047	296932SR	12/22/11
		SERVICE DATE 12/22/11	REQUISITION NO. 303-2-0128

CODING BLOCK FOR AGENCY MAKING PAYMENT

DOC/ SFX	REF DOC/ VOUCHER #	TRAN CODE	AY	INDEX	PCA	COMP/ AGY OBJ	NACUBO FUND	AMOUNT	R	APPN NO	FUND	GRANT NO/PH
				TOTAL FOR AGENCY MAKING PAYMENT								

SERV/DEL DATE	DESCRIPTION OF GOODS OR SERVICES	QUANTITY	UNIT PRICE	AMOUNT

PAYMENT DUE 45 DAYS FROM DATE OF INVOICE

SHIPPING CONTACT NAME JOSIE ESCALANTE 956-383-		AGENCY RECEIVING PAYMENT CONTACT NAME ACCOUNTS RECEIVABLE DEPT.	ENT BY	COMP
PHONE NUMBER		PHONE NUMBER (936)-437-6048		
APPROVED SIGN HERE	DATE	APPROVED SIGN HERE Texas Correctional Industries	DATE 12/22/11	
APPROVED SIGN HERE	DATE	APPROVED SIGN HERE	DATE	

BU-197

Interagency Transaction Voucher / Continued

AMOUNT	INVOICE NUMBER
	259604
	REQUISITION NUMBER 303-2-0128

SER/DEL DATE	DESCRIPTION OF GOODS OR SERVICES	QUANTITY	UNIT PRICE	AMOUNT
6.000 10/12/11	Elite,High Back 9500 Black Leather Only DELIVER WITH MODULAR MX 044	10	160.0000	1,600.00
7.000 10/12/11	Elite,Mid Back 9450 Black Leather Only DELIVER WITH MODULAR MX 044	8	140.0000	1,120.00
8.000 10/12/11	Elite,Sled Base,Guest 9400 Black Leather Only DELIVER WITH MODULAR MX 044	48	125.0000	6,000.00

Interagency Transaction Voucher / Continued

AMOUNT	INVOICE NUMBER
10,220.00	259604
	REQUISITION NUMBER 303-2-0128

SER/DEL DATE	DESCRIPTION OF GOODS OR SERVICES	QUANTITY	UNIT PRICE	AMOUNT
9.000 10/12/11	INSIDE INSTALL	1	1,500.0000	1,500.00
	..			
	..			
			Sales Tax	Total Order

Texas Department of Criminal Justice
Texas Correctional Industries

REMIT TO: Cashier
P.O. Box 4015
Huntsville, TX 77342-4015

DOC AGENCY		CURRENT DOCUMENT NO.
696	UI	259604

SALES INVOICE

Lone Star Customer No: A107100 000
Customer No.: 141516

Unit: 01 Administration
Dept: 33 Warehouse

SOLD TO:

TEXAS FACILITIES COMMISSION
FISCAL MANAGEMENT, 1ST FLOOR
P.O. BOX 13047
AUSTIN TX 78711-3047

SHIP TO:

TEXAS FACILITIES COMMISSION
HIDALGO COUNTY PRIMARY CARE CLINIC
3341 EAST RICHARDSON RD
EDINBURG TX 78539

Purchase Order/Requisition No.: 303-2-0128

GSC No.: 296932SR

COMMODITY NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
425-60-58007-0	Elite,High Back 9500 Black Leather Only DELIVER WITH MODULAR MX 044	10	EA	160.0000	1,600.00
425-60-58005-4	Elite,Mid Back 9450 Black Leather Only DELIVER WITH MODULAR MX 044	8	EA	140.0000	1,120.00
425-60-58003-9	Elite,Sled Base,Guest 9400 Black Leather Only DELIVER WITH MODULAR MX 044	48	EA	125.0000	6,000.00

Sold by: Texas Correctional Industries Date: 12/22/11 Total $

EFF DATE	DOC DATE	DOC AMOUNT
	12/22/11	

RTI# 090112
INTEREST# 033101

SFX	TC	INDEX	PCA	AY	AOBJ	AMOUNT	H	MPCD(Check No.)	AGLA
001									
002									
003									
004									

Customer Copy . File Copy

LNSTR-003 Revised 5/92

Texas Department of Criminal Justice
Texas Correctional Industries

REMIT TO: Cashier
P.O. Box 4015
Huntsville, TX 77342-4015

DOC AGENCY	CURRENT DOCUMENT NO.
696	UI 259604

SALES INVOICE

Lone Star Customer No: A107100 000
Customer No.: 141516

Unit: 01 Administration
Dept: 33 Warehouse

SOLD TO:

TEXAS FACILITIES COMMISSION
FISCAL MANAGEMENT, 1ST FLOOR
P.O. BOX 13047
AUSTIN TX 78711-3047

SHIP TO:

TEXAS FACILITIES COMMISSION
HIDALGO COUNTY PRIMARY CARE CLINIC
3341 EAST RICHARDSON RD
EDINBURG TX 78539

Purchase Order/Requisition No.: 303-2-0128
GSC No.: 296932SR

COMMODITY NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
INSIDE INSTALL	INSIDE INSTALL	1	EA	1,500.0000	1,500.00
	..				
	..				
				Sales Tax	Total Order

Sold by: Texas Correctional Industries
Date: 12/22/11
Total $ 10,220.00

EFF DATE	DOC DATE	DOC AMOUNT
	12/22/11	10,220.00

RTI# 090112
INTEREST# 033101

SFX	TC	INDEX	PCA	AY	AOBJ	AMOUNT	..	MPCD(Check No.)	AGLA
001									
002									
003									
004									

Customer Copy . File Copy

LNSTR-003 Revised 5/92

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT/FIXED ASSET DIVISION
PRORATION SYSTEM

DPT NAME: Health Department
Loc: John Austin Pena Facility

Enter Values From Quote	
Total Quote =	7,002.00
Deliv & Inst Cost =	762.00

Prepared by: Josie Escalante
Date: 9/22/2014
Ref - Quote No: 260308
Estimate No:
Vendor

Qty	Asset No	Capital Equipment Description	Obj Code	Unit Cost	Total Cost	Instal Cost %	Deliv&Inst Prorated	Acq Cost Sub-Total	Credit-Inv (-)	Invoice Total
		Capital Equip >=1,000 [Obj Code 741-748]		$	$	100	762.00	6,240.00	-	7,002.00
					-	-	-	-	-	-
					-	-	-	-	-	-
					-	-	-	-	-	-
					-	-	-	-	-	-
					-	-	-	-	-	-
-				-	-	-	-	-	-	-
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-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
		Minor Eq: $300 to 999.99 [Obj Code 661-668]		***	***					
24					-	-	-	-	-	-
					-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
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-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
		Supplies: <=$299.99 [Obj Codes 601-619]		***	***					
24		Portico Rectangle Tables		260.00	6,240.00	1.00	762.00	7,002.00	-	7,002.00
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
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-				-	-	-	-	-	-	-
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-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
48		TOTAL			6,240.00	1.00	762.00	7,002.00	-	7,002.00

Summary	Object Code	Unit Cost	Total Cost	Instal Cost %	Installation Costs	Sub-Total	Credit Invoice	Total
Capital Equipment	0	-	-	-	-	-	-	-
Minor/Misc Eq.	0	-	-	-	-	-	-	-
Supplies	0	-	6,240.00	1.00	762.00	7,002.00	-	7,002.00
Total		-	6,240.00	1.00	762.00	7,002.00	-	7,002.00

Meeting Room Tables

STATE OF TEXAS

Page Number: _____

INTERAGENCY TRANSACTION VOUCHER

PCC	INTERAGENCY CONTRACT NUMBER

AGENCY RECEIVING PAYMENT

ARCHIVE REF NO		USAS DOCUMENT NUMBER	EFFECTIVE DATE
	TEXAS DEPT OF CRIMINAL JUSTICE TEXAS CORRECTIONAL INDUSTRIES CASHIERS OFFICE P.O. BOX 4015 HUNTSVILLE, TX 77342-4015		
AGENCY NUMBER 696		VENDMC 36966966966007	DOCUMENT AMOUNT

CODING BLOCK FOR AGENCY RECEIVING PAYMENT

DOC/ SFX	REF DOC/ INVOICE #	TRAN CODE	AY	RTI	PCA	COMP/ AGY OBJ	A/FUND	AMOUNT	R	APPN NO	FUND	GRANT NO/PH
	260308			RTI# 090112 INTEREST# 033101				7,002.00			156	
		TOTAL FOR AGENCY RECEIVING PAYMENT										

AGENCY MAKING PAYMENT

AGENCY NUMBER		ORDER NUMBER/GSC NUMBER	ORDER (DOC) DATE
	TEXAS FACILITIES COMMISSION FISCAL MANAGEMENT, 1ST FLOOR P.O. BOX 13047 AUSTIN TX 78711-3047	MX-044-2	01/18/12
		SERVICE DATE 01/18/12	REQUISITION NO. 303-2-10320

CODING BLOCK FOR AGENCY MAKING PAYMENT

DOC/ SFX	REF DOC/ VOUCHER #	TRAN CODE	AY	INDEX	PCA	COMP/ AGY OBJ	NACUBO FUND	AMOUNT	R	APPN NO	FUND	GRANT NO/PH
		TOTAL FOR AGENCY MAKING PAYMENT										

SERV/DEL DATE	DESCRIPTION OF GOODS OR SERVICES	QUANTITY	UNIT PRICE	AMOUNT

PAYMENT DUE 45 DAYS FROM
DATE OF INVOICE

AGENCY RECEIVING PAYMENT

SHIPPING NOS CONTACT NAME	CONTACT NAME	ENT BY	COMP
JOSIE ESCALANTE 956/383-	ACCOUNTS RECEIVABLE DEPT.		
PHONE NUMBER	PHONE NUMBER (936)-437-6048		
APPROVED SIGN HERE	DATE APPROVED SIGN HERE Texas Correctional Industries		DATE 01/18/12
APPROVED SIGN HERE	DATE APPROVED SIGN HERE		DATE

BU-197

Interagency Transaction Voucher / Continued

AMOUNT	INVOICE NUMBER
7,002.00	260308
	REQUISITION NUMBER 303-2-10320

SER/DEL DATE	DESCRIPTION OF GOODS OR SERVICES	QUANTITY	UNIT PRICE	AMOUNT
1.000 10/19/11	24x60 RECT PORTICO TABLESWITH FIXED LEGS	24	260.0000	6,240.00
2.000 10/19/11	INSTALLATION	1	312.0000	312.00
3.000 10/19/11	FREIGHT @ .25/LB	1800	.2500	450.00
			Sales Tax	Total Order

Texas Department of Criminal Justice
Texas Correctional Industries

REMIT TO: Cashier
P.O. Box 4015
Huntsville, TX 77342-4015

DOC AGENCY	CURRENT DOCUMENT NO.
696	UI 260308

SALES INVOICE

Lone Star Customer No: A107100 000
Customer No.: 141516

Unit: 71 Stevenson
Dept: 50 Furniture

SOLD TO:

TEXAS FACILITIES COMMISSION
FISCAL MANAGEMENT, 1ST FLOOR
P.O. BOX 13047
AUSTIN TX 78711-3047

SHIP TO:

HIDALGO COUNTY CLINIC
3341 EAST RICHARDSON ROAD
PRIMARY CARE AND SUBSTANCE ABUSE CLINIC
EDINBURG TX 78539

Purchase Order/Requisition No.: 303-2-10320
GSC No.: MX-044-2

COMMODITY NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
TABLES	24x60 RECT PORTICO TABLESWITH FIXED LEGS	24	LT	260.0000	6,240.00
INSTALLATION	INSTALLATION	1	LT	312.0000	312.00
FREIGHT	FREIGHT @ .25/LB	1800	LB	.2500	450.00
				Sales Tax	
				Total Order	

Sold by: Texas Correctional Industries
Date: 01/18/12
Total $ 7,002.00

EFF DATE	DOC DATE	DOC AMOUNT
	01/18/12	7,002.00

RTI# 090112
INTEREST# 033101

SFX	TC	INDEX	PCA	AY	AOBJ	AMOUNT	D	MPCD(Check No.)	AGLA
001									
002									
003									
004									

Customer Copy . File Copy

Page Number: 1

LNSTR-003 Revised 5/92

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT/FIXED ASSET DIVISION
PRORATION SYSTEM

DPT NAME: Health Department
Loc: John Austin Pena Facility

Enter Values From Quote	
Total Quote =	1,061.00
Deliv & Inst Cost =	314.00

Prepared by: Josie Escalante
Date: 9/22/2014
Ref - Quote No: 260307
Estimate No:
Vendor

Qty	Asset No	Capital Equipment Description	Obj Code	Unit Cost	Total Cost	Instal Cost %	Deliv&Inst Prorated	Acq Cost Sub-Total	Credit-Inv (-)	Invoice Total
		Capital Equip >=1,000 [Obj Code 741-748]		$	$	100	314.00	747.00	-	1,061.00
					-	-	-	-	-	-
					-	-	-	-	-	-
					-	-	-	-	-	-
					-	-	-	-	-	-
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-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
		Minor Eq: $300 to 999.99 [Obj Code 661-668]		***	***					
3		Round Tables/fixed legs		249.00	747.00	1.00	314.00	1,061.00	-	1,061.00
					-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
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-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
		Supplies: <=$299.99 [Obj Codes 601-619]		***	***					
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
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-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
-				-	-	-	-	-	-	-
3		TOTAL			747.00	1.00	314.00	1,061.00	-	1,061.00

Summary	Object Code	Unit Cost	Total Cost	Instal Cost %	Installation Costs	Sub-Total	Credit Invoice	Total
Capital Equipment	0	-	-	-	-	-	-	-
Minor/Misc Eq.	0	-	747.00	1.00	314.00	1,061.00	-	1,061.00
Supplies	0	-	-	-	-	-	-	-
Total		-	747.00	1.00	314.00	1,061.00	-	1,061.00

Round Tables Break Room

STATE OF TEXAS

Page Number: _____

INTERAGENCY TRANSACTION VOUCHER

PCC	INTERAGENCY CONTRACT NUMBER

AGENCY RECEIVING PAYMENT

ARCHIVE REF NO		USAS DOCUMENT NUMBER	EFFECTIVE DATE
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AGENCY NUMBER 696		36966966966007	DOCUMENT AMOUNT

CODING BLOCK FOR AGENCY RECEIVING PAYMENT

DOC/ SFX	REF DOC/ INVOICE #	TRAN CODE	AY	RTI	PCA	COMP/ AGY OBJ	A/FUND	AMOUNT	R	APPN NO	FUND	GRANT NO/PH
	260307			RTI# 090112 INTEREST# 033101				1,061.00			156	
		TOTAL FOR AGENCY RECEIVING PAYMENT										

AGENCY MAKING PAYMENT

AGENCY NUMBER		ORDER NUMBER/GSC NUMBER	ORDER (DOC) DATE
	TEXAS FACILITIES COMMISSION FISCAL MANAGEMENT, 1ST FLOOR P.O. BOX 13047 AUSTIN TX 78711-3047	MX-044-1	01/18/12
		SERVICE DATE 01/18/12	REQUISITION NO. 303-2-10320

CODING BLOCK FOR AGENCY MAKING PAYMENT

DOC/ SFX	REF DOC/ VOUCHER #	TRAN CODE	AY	INDEX	PCA	COMP/ AGY OBJ	NACUBO FUND	AMOUNT	R	APPN NO	FUND	GRANT NO/PH
		TOTAL FOR AGENCY MAKING PAYMENT										

SERV/DEL DATE	DESCRIPTION OF GOODS OR SERVICES	QUANTITY	UNIT PRICE	AMOUNT

PAYMENT DUE 45 DAYS FROM DATE OF INVOICE

AGENCY RECEIVING PAYMENT

SHIPPING NO./ CONTACT NAME	CONTACT NAME	ENT BY	COMP
JOSIE ESCALANTE 956/383-	ACCOUNTS RECEIVABLE DEPT		
PHONE NUMBER	PHONE NUMBER (936)-437-6048		
APPROVED SIGN HERE DATE	APPROVED SIGN HERE Texas Correctional Industries DATE 01/18/12		
APPROVED SIGN HERE DATE	APPROVED SIGN HERE DATE		

BU-197

Interagency Transaction Voucher / Continued

AMOUNT	INVOICE NUMBER
1,061.00	260307
	REQUISITION NUMBER 303-2-10320

SER/DEL DATE	DESCRIPTION OF GOODS OR SERVICES	QUANTITY	UNIT PRICE	AMOUNT
1.000 10/19/11	42" ROUND PORTICO TABLES WITH FIXED LEGS	3	249.0000	747.00
2.000 10/19/11	INSTALLATION	1	250.0000	250.00
3.000 10/19/11	FREIGHT @ .25/LB	256	.2500	64.00
			Sales Tax	Total Order

Texas Department of Criminal Justice
Texas Correctional Industries

REMIT TO: Cashier
P.O. Box 4015
Huntsville, TX 77342-4015

DOC AGENCY	CURRENT DOCUMENT NO.	
696	UI	260307

SALES INVOICE

Lone Star Customer No: A107100 000
Customer No.: 141516

Unit: 71 Stevenson
Dept: 50 Furniture

SOLD TO:

TEXAS FACILITIES COMMISSION
FISCAL MANAGEMENT, 1ST FLOOR
P.O. BOX 13047
AUSTIN TX 78711-3047

SHIP TO:

HIDALGO COUNTY CLINIC
3341 EAST RICHARDSON ROAD
PRIMARY CARE AND SUBSTANCE ABUSE CLINIC
EDINBURG TX 78539

Purchase Order/Requisition No.: 303-2-10320
GSC No.: MX-044-1

COMMODITY NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
TABLES	42" ROUND PORTICO TABLES WITH FIXED LEGS	3	LT	249.0000	747.00
INSTALLATION	INSTALLATION	1	LT	250.0000	250.00
FREIGHT	FREIGHT @ .25/LB	256	LB	.2500	64.00
				Sales Tax	Total Order

Sold by: Texas Correctional Industries
Date: 01/18/12
Total $ 1,061.00

EFF DATE	DOC DATE	DOC AMOUNT
	01/18/12	1,061.00

RTI# 090112
INTEREST# 033101

SFX	TC	INDEX	PCA	AY	AOBJ	AMOUNT	R	MPCD(Check No.)	AGLA
001									
002									
003									
004									

Customer Copy . File Copy

LNSTR-003 Revised 5/92

HIDALGO COUNTY APPRAISAL DISTRICT

PROPERTY **20406212** R 02/11/2010

Legal Description
HIDALGO COUNTY PRIMARY CARE & SUBSTANCE ABUSE FACILITY LOT 1

OWNER ID
1034715

OWNERSHIP
100.00%

PROPERTY APPRAISAL INFORMATION 2015
HIDALGO COUNTY
100 N CLOSNER
EDINBURG, TX 78539

Entities

CAD	100%
CEB	100%
DR1	100%
GHD	100%
JCC	100%
R15	100%
SEB	100%
SST	100%

Values

IMPROVEMENTS		786,477
LAND MARKET	+	132,314
MARKET VALUE	=	918,791
PRODUCTIVITY LOSS	-	0
APPRAISED VALUE	=	918,791
HS CAP LOSS	-	0
ASSESSED VALUE	=	918,791

H2558-00-000-0001-00 Map ID CEB DOC 1972785

ACRES:
EFF. ACRES:

SITUS E RICHARDSON BLVD TX

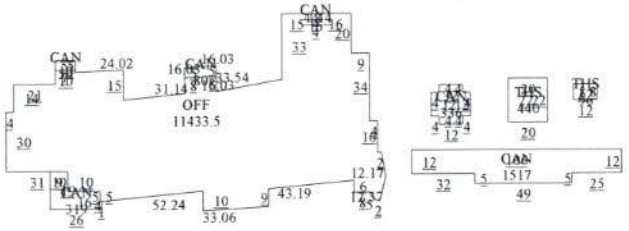
APPR VAL METHOD: Cost

GENERAL

UTILITIES	LAST APPR.	C14
TOPOGRAPHY	LAST APPR. YR	2014
ROAD ACCESS	LAST INSP. DATE	04/22/2014
ZONING	NEXT INSP. DATE	
NEXT REASON		

REMARKS (2014) NEW IMPS 2014 (2012) VAC

SKETCH for Improvement #1 (COMMERCIAL)



EXEMPTIONS

EX-XV Other Exemptions (including

SKETCH COMMANDS

OFF MU30,R4,U14,R21,U7,R10,D1,R24xU1,D15,R31xU3,U6,R16xU1,D8,R33xU6,U33,R15,D4,R4,U4,R16,D20,R9,D34,R4,D16,R2,R2xD12,L3xD12,L2,L3xU4,L8,U6,L43xD4,D9,L33xD2,U10,L52xD5,U5,L16,U10,L31,U30

CAN XSD5,MD19,MR22,U19,R9,D10,R16,D5,R1,D4,L26

CAN MU75,MR154,U4,R4,D4,L4

CAN MU51,MR25,U5,R10,D5,L10

CAN MU47,MR90,U5,R16xU1,D5,L16xD1

CAN MU27,MR214,U12,R4,U4,R12,D4,R4,D12,L4,D4,L12,U4,L4

CAN MD2,MR204,U12,R106,D12,L25,D5,L49,U5,L32

THS MU24,MR253,U22,R20,D22,L20

THS MU35,MR286,U8,R12,D8,L12

BUILDING PERMITS

ISSUE DT	PERMIT TYPE	PERMIT AREA	ST	PERMIT VAL

SALE DT	PRICE	GRANTOR	DEED INFO
02/19/2014	*****	STATE OF TEXAS D	DWW 2487307
12/02/2009	*****	HIDALGO COUNTY	SWD 2056075

SUBD: H255800 100.00% NBHD:

IMPROVEMENT INFORMATION

I#	TYPE	DESCRIPTION	MTHD	CLASS/SUBCL	AREA	UNIT PRICE	UNITS	BUILT	EFF YR	COND.	VALUE	DEPR	PHYS	ECON	FUNC	COMP	ADJ	ADJ VALUE
	OFF	OFFICE	C	50CG/	11,433.5	65.27	1	2012	2012	00	746,265	99%	0%	0%	0%	100%	0.99	738,802
	CAN	CANOPY	C	50CG/	79.8	62.40	1	2012	2012	00	4,980	99%	0%	0%	0%	100%	0.99	4,930
	CAN	CANOPY	C	50CG/	4.0	62.40	1	2012	2012	00	250	99%	0%	0%	0%	100%	0.99	248
	CAN	CANOPY	SP	*/	50.0	4.50	1	2012	2012	00	225	99%	0%	0%	0%	100%	0.99	223
	CAN	CANOPY	SP	*/	80.0	4.50	1	2012	2012	00	360	99%	0%	0%	0%	100%	0.99	356
	CAN	CANOPY	SP	*/	336.0	4.50	1	2012	2012	00	1,512	99%	0%	0%	0%	100%	0.99	1,497
	CAN	CANOPY	SP	*/	1,517.0	4.50	1	2012	2012	00	6,827	99%	0%	0%	0%	100%	0.99	6,759
	THS	TRASH HOUSE	SP	*/	440.0	7.50	1	2012	2012	00	3,300	99%	0%	0%	0%	100%	0.99	3,267
	THS	TRASH HOUSE	SP	*/	96.0	7.50	1	2012	2012	00	720	99%	0%	0%	0%	100%	0.99	713
	ASP	ASPHALT	C	*/	24,828.0	0.85	1	2012	2012	00	21,104	100%	0%	0%	0%	100%	1.00	21,104
	CON	CONCRETE	C	*/	5,046.0	1.70	1	2012	2012	00	8,578	100%	0%	0%	0%	100%	1.00	8,578
1.	COMMERCIAL		STCD: F1		**43,910.3**	Homesite: N					**794,121**							**786,477**

IMPROVEMENT FEATURES

Construction Style	1	COM	0
Foundation	1	SLB	0
Exterior Wall	1	CBRK	0
Interior Finish	1	SRK	0
Roof Covering		GAB-MTL	0
Heating/Cooling	1	AND	0
Flooring	1	TIL	0
Ceiling	1	14	0
			0

SUBD: H255800 100.00% NBHD:

LAND INFORMATION

IRR Wells: 0 Capacity: 0 IRR Acres: 0 Oil Wells: 0

L#	DESCRIPTION	CLS	TABLE	SC	HS	METH	DIMENSIONS	UNIT PRICE	GROSS VALUE	ADJ	MASS ADJ	VAL SRC	MKT VAL	AG APPLY	AG CLASS	AG TABLE	AG UNIT PRC	AG VALUE
1.	LOT		H255800	F1	N	SQ	294,030.0000 SQ	.45	132,314	1.00	1.00	A	132,314				0.00	0
													132,314					**0**

Effective Date of Appraisal: January 1 Date Printed: 09/23/2014 11:34:31AM by pgarza

True Automation, Inc.

AI-46800 **Adult Probation 13. A.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted By: Rodolfo Perez, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

Veterans Court Grant (1289):
1. Approval to accept the Veterans Court grant award from the Office of the Governor (Criminal Justice Division) in the amount of $92,481.97 for the grant period of 9/01/2014 through 8/31/2015.
2. Approval of certification of revenues as approved by the County Auditor's Office for the Veterans Court grant.
3. Approval of appropriation of funds in the amount of $92,481.97.

DWI Court Grant (1289)/DA's (1100):
1. Approval to accept the DWI Court grant award from the Office of the Governor (Criminal Justice Division) in the amount of $157,101.12 for the grant period of 9/01/2014 through 8/31/2015.
2. Approval of certification of revenues as approved by the County Auditor's Office for the DWI Court grant.
3. Approval of appropriation of funds in the amount of $157,101.12.
4. Approval to authorize a decrease in supplemental pay allowance for the following employee:

Department	Slot No.	Employee No.	Position Title	Current Allow. Amount	Proposed Allow. Amount
Crim. DA (1100)	0026	127531	Assistant D.A. IV	$9,837.00	$9,814.00

5. Approval of Revised Crim. DA Salary Schedule.

Re Entry Court Grant (1289)/DA's (1100):
1. Ratification of application for a Re Entry Court Program grant from the Office of the Governor
2. Approval to accept the Re Entry Court grant award from the Office of the Governor (Criminal Justice Division) in the amount of $150,000.00 for the grant period of 9/01/2014 through 8/31/2015.
3. Approval of Resolution to designate the authorized official for the grant.
4. Approval of certification of revenues as approved by the County Auditor's Office for the Re Entry Court grant.
5. Approval of appropriation of funds in the amount of $150,000.00.
6. Approval to authorize supplemental pay allowance to the following employee:

Department	Slot No.	Employee No.	Position Title	Current Allow. Amount	Proposed Allow. Amount
Crim. DA (1100)	0013	77917	Assistant DA IV	-0-	$9,752.00

7. Approval of interdepartmental transfer.
8. Approval of Revised Crim. DA Salary Schedule.

BACKGROUND

Attachments

DWI Court
Vet Court
Resolution
re-entry program
Back up & Appropriations
transfer
PARS
salary sch

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/02/2014 02:41 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Rodolfo Perez Started On: 10/01/2014 04:32 PM

Final Approval Date: 10/10/2014

STATE OF TEXAS
OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION

RICK PERRY
GOVERNOR

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://eGrants.governor.state.tx.us and go to the 'My Home' tab. In the 'Current Status' column, locate the application that is in 'Pending AO Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the attached Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@governor.state.tx.us.

We look forward to working with you to ensure the success of your program

Christopher Burnett
Executive Director

Post Office Box 12428 Austin, Texas 78711 (512) 463-1919 (Voice) / (512) 475-2440 (FAX)/ Dial 7-1-1 For Relay Services

***** PREVIEW - Statement of Grant Award (SOGA) - PREVIEW *****

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Grant Number:	2413905	**Award Amount:**	$157,101.12
Date Awarded:	September 26, 2014	**Grantee Cash Match:**	$0.00
Program Fund:	DC-Drug Court Program	**Grantee In Kind Match:**	$0.00
CFDA:	None	**Total Project Cost:**	$157,101.12
Grantee Name:	Hidalgo County		
Project Title:	Hidalgo County DWI Court		
Grant Period:	09/01/2014 - 08/31/2015		
Liquidation Date:	11/29/2015		
Grant Manager:	Anissa Johnson		

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
Resolution: Except for state agencies, each applicant agency must submit a resolution from the applicable governing body (such as the city council, county commissioners' court, school board, or board of directors) electronically using the 'Upload' function in the eGrants system.	4/23/2014		☑	☐

STATE OF TEXAS
OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION

RICK PERRY
GOVERNOR

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Grant Number:	2431504	**Award Amount:**	$92,481.97
Date Awarded:	September 26, 2014	**Grantee Cash Match:**	$0.00
Program Fund:	DC-Drug Court Program	**Grantee In Kind Match:**	$0.00
CFDA:	None	**Total Project Cost:**	$92,481.97
Grantee Name:	Hidalgo County		
Project Title:	Hidalgo County Veterans Court		
Grant Period:	09/01/2014 - 08/31/2015		
Liquidation Date:	11/29/2015		
Grant Manager:	Anissa Johnson		

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
Resolution: Except for state agencies, each applicant agency must submit a resolution from the applicable governing body (such as the city council, county commissioners' court, school board, or board of directors) electronically using the 'Upload' function in the eGrants system.	4/23/2014		☑	☐

Hidalgo County CSCD Re-Entry Court Program

WHEREAS, The Hidalgo County Commissioner's Court finds it in the best interest of the citizens of Hidalgo County, that the Hidalgo County CSCD Re-Entry Court Program be operated for the 2015 year; and

WHEREAS, The Hidalgo County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Hidalgo County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Hidalgo County Commissioner's Court designates Arnold K. Patrick, Director of the Hidalgo County CSCD as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Hidalgo County Commissioner's Court approves submission of the grant application for the Hidalgo County CSCD Re-Entry Court Program to the Office of the Governor, Criminal Justice Division.

Signed by:

County Judge

Passed and Approved this 14th day of October 2014

Grant Number: _2800301_____

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Grant Number:	2800301	**Award Amount:**	$150,000.00
Date Awarded:	September 15, 2014	**Grantee Cash Match:**	$0.00
Program Fund:	SF-State Criminal Justice Planning (421) Fund	**Grantee In Kind Match:**	$0.00
CFDA:	None	**Total Project Cost:**	$150,000.00
Grantee Name:	Hidalgo County CSCD		
Project Title:	Hidalgo County CSCD Re-Entry Court		
Grant Period:	09/01/2014 - 08/31/2015		
Liquidation Date:	11/29/2015		
Grant Manager:	Anissa Johnson		

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
Resolution: Except for state agencies, each applicant agency must submit a resolution from the applicable governing body (such as the city council, county commissioners' court, school board, or board of directors) electronically using the 'Upload' function in the eGrants system.	2/20/2014		☑	☐

STATE OF TEXAS
OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION

RICK PERRY
GOVERNOR

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We look forward to working with you to ensure the success of your program

Christopher Burnett
Executive Director

Print This Page

Agency Name: Hidalgo County
Grant/App: 2413905 **Start Date:** 9/1/2014 **End Date:** 8/31/2015

Project Title: Hidalgo County DWI Court
Status: Pending AO Acceptance of Award

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Supplies and Direct Operating Expenses	Cellular, Fax, Pager, and/or Office Telephone	1 cellular phone to be used by the probation officers to contact participants in the program and for the participants to contact probation officers when not in their office.	$500.00	$0.00	$0.00	$0.00	$500.00	0
Supplies and Direct Operating Expenses	Cellular, Fax, Pager, and/or Office Telephone	$1200.00 for service for the cellular phone; $100.00/month for 12 months.	$1,200.00	$0.00	$0.00	$0.00	$1,200.00	0
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse counselor provides direct services to offenders to address individual substance abuse problems. Counselor also conducts group sessions.	$47,851.12	$0.00	$0.00	$0.00	$47,851.12	100
Travel and Training	In-State Registration Fees, Training, and/or Travel	This item will pay for travel, training and registration fees for staff who are in the program.	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0
Personnel	Probation Officer	Probation Officer (1) supervises and monitors the offenders in the program; will provide case management for the offenders on the program; officer conducts visits as needed and administers drug tests; also attends staffings and court hearings and keeps the judge abreast of offenders' progress.	$61,500.00	$0.00	$0.00	$0.00	$61,500.00	100
		Probation Officer (2) supervises and monitors offenders in the program; provides case management for the offenders in the program conducting drug tests.						

Personnel	Probation Officer	Officer participates in staffings and court hearings, keeping the judge abreast of offenders' progress. This is half of the salary, as the other half will be paid with the GPI	$31,250.00	$0.00	$0.00	$0.00	$31,250.00	50
Personnel	Prosecutor	Prosecutor representative from DA office ; Prosecutor reviews the cases for enterance into the program; prosecutor participates in the staffings.	$12,300.00	$0.00	$0.00	$0.00	$12,300.00	15

You are logged in as **User Name**: rudyperez

DATE: October 14, 2014
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: HIDALGO COUNTY DWI COURT
ACCOUNT NUMBER: 4-1289-423-00-320-032-5-XXX

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

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)					ACCOUNT (OBJECT) NAME		AMOUNT
4-1289-423-00-320-	032-	5-	113		DWI Court-	Full-Time Employees	98,318.68
4-1289-423-00-320-	032-	5-	117		DWI Court-	Supplemental Pay	12,300.00
4-1289-423-00-320-	032-	5-	211		DWI Court-	Health Insurance	19,937.06
4-1289-423-00-320-	032-	5-	212		DWI Court-	Life Insurance	73.26
4-1289-423-00-320-	032-	5-	220		DWI Court-	FICA	8,958.71
4-1289-423-00-320-	032-	5-	230		DWI Court-	Retirement	12,752.99
4-1289-423-00-320-	032-	5-	250		DWI Court-	Unemployment Compensation	560.42
4-1289-423-00-320-	032-	5-	260		DWI Court-	Worker's Compensation	0.00
4-1289-423-00-320-	032-	5-	532		DWI Court-	Wireless Devices	720.00
4-1289-423-00-320-	032-	5-	534		DWI Court-	Internet Services	480.00
4-1289-423-00-320-	032-	5-	583		DWI Court-	Out of County Employee Travel	2,100.00
4-1289-423-00-320-	032-	5-	584		DWI Court-	Registration Fees	400.00
4-1289-423-00-320-	032-	5-	601		DWI Court-	Office Supplies	500.00
					TOTAL APPROPRIATION		**157,101.12**
4-1289-334-10-320-	032-	5-	000		Funding-Revenues		157,101.12
					TOTAL REVENUES		**157,101.12**

REASON:

To setup the FY2015 DWI Grant Budget #2413905 from 9/1/2014 - 8/31/2015.

Rodolfo Perez, Deputy Director
Hidalgo County CSCD

Date

Ray Eufracio, CPA

Date

Print This Page

Agency Name: Hidalgo County CSCD
Grant/App: 2800301 **Start Date:** 9/1/2014 **End Date:** 8/31/2015

Project Title: Hidalgo County CSCD Re-Entry Court
Status: Pending AO Acceptance of Award

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Assistant	Provide clerical support for the Re-Entry Court Program. Keep track of all referrals to the clinical team. Make sure all clinical files are maintained in accordance to HIPPA.	$36,000.00	$0.00	$0.00	$0.00	$36,000.00	100
Personnel	Attorney	Defense Attorney (1) will provide legal services for all participants	$12,300.00	$0.00	$0.00	$0.00	$12,300.00	15
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse counselor (1) to provide direct services to participants to help address individual substance abuse problems.	$59,000.00	$0.00	$0.00	$0.00	$59,000.00	100
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse counselor (2) to provide direct services to participants to help address individual substance abuse problems.	$29,500.00	$0.00	$0.00	$0.00	$29,500.00	50
Travel and Training	In-State Registration Fees, Training, and/or Travel	Needed to cover expenses for travel and training programs	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0
Equipment	Laptop System and Accessories	Laptop for members of the Re-Entry Team	$2,200.00	$0.00	$0.00	$0.00	$2,200.00	1
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office supplies required for the Re-Entry Program	$3,000.00	$0.00	$0.00	$0.00	$3,000.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	Needed for out of state expenses and training for the staff	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0

Supplies and Direct Operating Expenses	Presentation and/or Training Supplies	Needed to purchase presentation supplies such as projector, DVD players, and televisions	$3,000.00	$0.00	$0.00	$0.00	$3,000.00	0

You are logged in as **User Name:** martakang

DATE: October 14, 2014
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: RE-ENTRY COURT
ACCOUNT NUMBER: 4-1289-423-00-320-044-5-XXX

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

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)					ACCOUNT (OBJECT) NAME		AMOUNT
4-1289-423-00-320-	044-	5-	113		Re-Entry Court	Full-Time Employees	89,451.02
4-1289-423-00-320-	044-	5-	117		Re-Entry Court	Supplemental Pay	12,300.00
4-1289-423-00-320-	044-	5-	211		Re-Entry Court	Health Insurance	14,724.60
4-1289-423-00-320-	044-	5-	212		Re-Entry Court	Life Insurance	61.05
4-1289-423-00-320-	044-	5-	220		Re-Entry Court	FICA	8,150.70
4-1289-423-00-320-	044-	5-	230		Re-Entry Court	Retirement	11,602.76
4-1289-423-00-320-	044-	5-	250		Re-Entry Court	Unemployment Compensation	509.87
4-1289-423-00-320-	044-	5-	260		Re-Entry Court	Worker's Compensation	0.00
4-1289-423-00-320-	044-	5-	583		Re-Entry Court	Out of County Travel	4,200.00
4-1289-423-00-320-	044-	5-	584		Re-Entry Court	Registration Fees	800.00
4-1289-423-00-320-	044-	5-	601		Re-Entry Court	Office Supplies	3,000.00
4-1289-423-00-320-	044-	5-	664		Re-Entry Court	Other Minor Equipment	3,000.00
4-1289-423-00-320-	044-	5-	745		Re-Entry Court	Office Equipment	2,200.00
					TOTAL APPROPRIATION		**150,000.00**
3-1289-334-10-320-	044-	5-	000		Funding Revenue FY2015		150,000.00
					TOTAL REVENUES		**150,000.00**

REASON:

To setup the FY2015 Re-Entry Court budget from 9/01/2014 to 8/31/2015. Budget #2800301

Arnold K. Patrick, Director
Hidalgo County CSCD

Date

Ray Eufracio, CPA

Date

Print This Page

Agency Name: Hidalgo County
Grant/App: 2431504 **Start Date:** 9/1/2014 **End Date:** 8/31/2015

Project Title: Hidalgo County Veterans Court
Status: Pending AO Acceptance of Award

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Counselor and/or Therapist (licensed)	Licensed Counselor to provide services to offenders; will provide both individual and group sessions; the counselor will work in conjunction with the probation officer and the treament team; the counselor will participate in the staffings as well. This is half of the salary because the other half will be paid from another source.	$34,500.00	$0.00	$0.00	$0.00	$34,500.00	50
Personnel	Probation Officer	The probation officer provides monitoring for the offenders in the program; the probation officer provides the case management for the offenders and provides the progress to the judge during the staffings and also participates in the status hearings.	$57,981.97	$0.00	$0.00	$0.00	$57,981.97	100

You are logged in as **User Name:** rudyperez

DATE: October 14, 2014
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: VETERANS COURT
ACCOUNT NUMBER: 4-1289-423-00-320-033-5-XXX

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

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
4-1289-423-00-320-033-5-113	Veterans Court-	Full-Time Employees	69,244.24
4-1289-423-00-320-033-5-211	Veterans Court-	Health Insurance	9,968.53
4-1289-423-00-320-033-5-212	Veterans Court-	Life Insurance	36.63
4-1289-423-00-320-033-5-220	Veterans Court-	FICA	5,297.18
4-1289-423-00-320-033-5-230	Veterans Court-	Retirement	7,540.70
4-1289-423-00-320-033-5-250	Veterans Court-	Unemployment Compensation	394.69
	TOTAL APPROPRIATION		**92,481.97**
4-1289-334-10-320-033-5-000	Funding Revenue FY2015		92,481.97
	TOTAL REVENUES		**92,481.97**

REASON:

To setup the FY2015 Veterans Court Budget #2431504 from 9/1/2014 to 8/31/2015.

Rodolfo Perez, Deputy Director
Hidalgo County CSCD

Date

Ray Eufracio, CPA

Date

DATE: October 14, 2014

DEPARTMENT HEAD: Sergio Cruz

2014
AI- 46800

DEPARTMENT NAME: Dept. of Budget & Mgmt - Crim DA

ACCOUNT NUMBER: 4-1100-41X-00-XXX-002-0-XXX

CONTACT PERSON: Obdett Calzada **PHONE:** (956) 292-7025 Ext. 5419

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			
4-1100-415-00-115-002-0- 899	Co Wide Adm	Contingency	($3,080.77)
TO			
4-1100-412-00-080-002-0 117	Crim DA	Supplemental Pay	2,458.04
4-1100-412-00-080-002-0 211	Crim DA	Health Insurance	149.79
4-1100-412-00-080-002-0 212	Crim DA	Life Insurance	1.00
4-1100-412-00-080-002-0 220	Crim DA	FICA	188.04
4-1100-412-00-080-002-0 230	Crim DA	Retirement	267.68
4-1100-412-00-080-002-0 250	Crim DA	Unemployment Comp	14.01
4-1100-412-00-080-002-0 260	Crim DA	Workers Comp	2.21
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON:

To fund supplemental pay associated with the FY 2015 re-entry grant.

SIGNATURE

COMMISSIONERS COURT **DATE** **ATTEST, COUNTY CLERK**

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 13 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIM DA (080-002) **DATE:** 10/13/2014

CURRENT POSITION TITLE: ASSISTANT DISTRICT ATTORNEY IV **CURRENT SLOT #:** 0013

REQUESTED POSITION TITLE: ASSISTANT DISTRICT ATTORNEY IV

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other AUTHORIZE SUPPLEMENTAL PAY

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

POSITION SALARY REQUEST:

Allowance Amount:

$ 0.00	$ 9,752.00	$ 9,752.00
Current Allowance Amount	Proposed Allowance Amount	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other ADULT PROBATION - RECLASS OF EXPEND. TO RE-ENTRY COURT GRANT (4-1289-423-00-320-044-5-XXX)

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary 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:

Exempt [X]
Non-Exempt [ ]
N/A [ ]

FLSA:

Exempt [X]
Non-Exempt [ ]

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

THE RE-ENTRY GRANT ALLOCATES FUNDING FOR PESONNEL COSTS ASSOCIATED WITH ONE PROSECUTOR POSITION OR REPRESENTATIVE FROM THE DA'S OFFICE WHO PROVIDES LEGAL SERVICES TO OFFENDERS WHO HAVE PARTICIPATED IN THE SAFETY PROGRAM AND NOW HAVE BEEN RELEASED AND ARE PLACED ON PROBATION; UNDER THIS PROGRAM THE OFFENDERS ARE LEGALY OBLIGATED TO REPORT TO A DISTRICT JUDGE AND PROSECUTOR EVERY TWO WEEKS TO BE MONITORED FOR SUCCESSFUL TRANSITION INTO COMMUNITY LIFE.

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)

Employee No. 0779171. SUPPLEMENTAL PAY AND RELATED FRINGE BENEFITS WILL BE PAID FROM CRIM DA ACCOUNT (4-1100-412-00-080-002-0-XXX) AND LATER RECLASSIFIED TO RE-ENTRY GRANT ACCOUNT (4-1289-423-00-320-044-5-XXX).

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	FOR RENE GUERRA — DEPARTMENT HEAD - DISTRICT ATTORNEY	10/13/2014 — Date	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	DEPARTEMENT HEAD - ADULT PROBATION	10/13/14 — Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	HUMAN RESOURCES DIRECTOR	Date	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
4.	DEPARTMENT OF BUDGET & MANAGEMENT	Date	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
5.	COMMISSIONERS' COURT APPROVAL	Date			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
OCT 13 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIM DA (080-002) DATE: 10/13/2014

CURRENT POSITION TITLE: ASSISTANT DISTRICT ATTORNEY IV CURRENT SLOT #: 0026

REQUESTED POSITION TITLE: ASSISTANT DISTRICT ATTORNEY IV

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other DECREASE IN SUPPLEMENTAL PAY

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

POSITION SALARY REQUEST:

Allowance Amount:

$ 9,837.00 (Current Allowance Amount) $ 9,814.00 (Proposed Allowance Amount) $ (23.00) (Net Change)

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other ADULT PROBATION - RECLASS OF EXPEND. TO DWI COURT GRANT (4-1297-423-00-320-032-5-XXX)

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

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

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

THE DWI GRANT ALLOCATES FUNDING FOR PESONNEL COSTS ASSOCIATED WITH ONE PROSECUTOR POSITION OR REPRESENTATIVE FROM THE DA'S OFFICE WHO REVIEWS CASES FOR ENTERANCE OF OFFENDERS INTO THE PROGRAM AND PARTICIPATES IN THE STAFFINGS.

THE DECREASE IN SUPPLEMENTAL PAY IS REQUIRED TO COVER THE FRINGES BENEFITS ASSOCIATED TO THIS PAY.

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)

Employee No. 127531. SUPPLEMENTAL PAY AND RELATED FRINGE BENEFITS WILL BE PAID FROM CRIM DA ACCOUNT (4-1100-412-00-080-002-0-XXX) AND LATER RECLASSIFIED TO DWI GRANT ACCOUNT (4-1297-423-00-320-032-5-XXX).

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	FOR REINE GUERRA DEPARTMENT HEAD - DISTRICT ATTORNEY	10/13/2014 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO	
2.	DEPARTEMENT HEAD - ADULT PROBATION	10/13/14 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO	
3.	HUMAN RESOURCES DIRECTOR	Date	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO	
4.	DEPARTMENT OF BUDGET & MANAGEMENT	Date	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO	
5.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1100-412-00-080-002-0

AI - 4680

CRIM DA

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				
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119
0001	113	ASSISTANT DISTRICT ATTORNEY V	$105,625.00	$0.00	$105,625.00	0	$0.00	$0.00	$105,625.00	$105,625.00	$5,000.00	$0.00	$0.00	$900.00	$0.00
0003	113	ASSISTANT DISTRICT ATTORNEY V	$102,737.00	$0.00	$102,737.00	0	$0.00	$0.00	$102,737.00	$102,737.00	$5,000.00	$0.00	$0.00	$900.00	$0.00
0004	113	ASSISTANT DISTRICT ATTORNEY V	$94,073.00	$0.00	$94,073.00	0	$0.00	$0.00	$94,073.00	$94,073.00	$5,000.00	$0.00	$0.00	$900.00	$0.00
0005	113	ASSISTANT DISTRICT ATTORNEY V	$94,073.00	$0.00	$94,073.00	0	$0.00	$0.00	$94,073.00	$94,073.00	$5,000.00	$0.00	$0.00	$900.00	$0.00
0006	113	ASSISTANT DISTRICT ATTORNEY V	$85,409.00	$0.00	$85,409.00	0	$0.00	$0.00	$85,409.00	$85,409.00	$5,000.00	$0.00	$0.00	$900.00	$0.00
0007	113	ASSISTANT DISTRICT ATTORNEY II	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	$52,002.00	$52,002.00	$0.00	$0.00	$0.00	$900.00	$0.00
0008	113	ASSISTANT DISTRICT ATTORNEY V	$89,054.00	$0.00	$89,054.00	0	$0.00	$0.00	$89,054.00	$89,054.00	$4,080.00	$0.00	$0.00	$900.00	$0.00
0009	113	ASSISTANT DISTRICT ATTORNEY III	$50,824.00	$0.00	$50,824.00	0	$0.00	$0.00	$50,824.00	$50,824.00	$0.00	$0.00	$0.00	$900.00	$0.00
0010	113	ASSISTANT DISTRICT ATTORNEY III	$60,655.00	$0.00	$60,655.00	0	$0.00	$0.00	$60,655.00	$60,655.00	$1,200.00	$0.00	$0.00	$900.00	$0.00
0011	113	ASSISTANT DISTRICT ATTORNEY IV	$80,652.00	$0.00	$80,652.00	0	$0.00	$0.00	$80,652.00	$80,652.00	$5,000.00	$0.00	$0.00	$900.00	$0.00
0012	113	ASSISTANT DISTRICT ATTORNEY IV	$75,700.00	$0.00	$75,700.00	0	$0.00	$0.00	$75,700.00	$75,700.00	$2,880.00	$0.00	$0.00	$900.00	$0.00
		AUTHORIZE SUPPLEMENTAL PAY											**$9,752.00**		
0013	**113**	**ASSISTANT DISTRICT ATTORNEY IV**	**$78,486.00**	**$0.00**	**$78,486.00**	**0**	**$0.00**	**$0.00**	**$78,486.00**	**$78,486.00**	**$3,840.00**	**$0.00**	~~**$0.00**~~	**$900.00**	**$0.00**
0014	113	ASSISTANT DISTRICT ATTORNEY IV	$74,057.00	$0.00	$74,057.00	0	$0.00	$0.00	$74,057.00	$74,057.00	$2,160.00	$0.00	$0.00	$900.00	$0.00
0015	113	ASSISTANT DISTRICT ATTORNEY IV	$76,199.00	$0.00	$76,199.00	0	$0.00	$0.00	$76,199.00	$76,199.00	$3,360.00	$0.00	$0.00	$900.00	$0.00
0016	113	ASSISTANT DISTRICT ATTORNEY IV	$74,345.00	$0.00	$74,345.00	0	$0.00	$0.00	$74,345.00	$74,345.00	$3,360.00	$0.00	$0.00	$900.00	$0.00
0017	113	ASSISTANT DISTRICT ATTORNEY II	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	$52,002.00	$52,002.00	$0.00	$0.00	$0.00	$900.00	$0.00
0018	113	ASSISTANT DISTRICT ATTORNEY IV	$73,224.00	$0.00	$73,224.00	0	$0.00	$0.00	$73,224.00	$73,224.00	$2,880.00	$0.00	$0.00	$900.00	$0.00
0019	113	ASSISTANT DISTRICT ATTORNEY IV	$68,633.00	$0.00	$68,633.00	0	$0.00	$0.00	$68,633.00	$68,633.00	$3,120.00	$0.00	$0.00	$900.00	$0.00
0020	113	ASSISTANT DISTRICT ATTORNEY III	$58,671.00	$0.00	$58,671.00	0	$0.00	$0.00	$58,671.00	$58,671.00	$960.00	$0.00	$0.00	$900.00	$0.00
0021	113	ASSISTANT DISTRICT ATTORNEY III	$58,605.00	$0.00	$58,605.00	0	$0.00	$0.00	$58,605.00	$58,605.00	$0.00	$0.00	$0.00	$900.00	$0.00
0022	113	ASSISTANT DISTRICT ATTORNEY IV	$64,963.00	$0.00	$64,963.00	0	$0.00	$0.00	$64,963.00	$64,963.00	$3,120.00	$0.00	$0.00	$900.00	$0.00
0023	113	ASSISTANT DISTRICT ATTORNEY IV	$69,562.00	$0.00	$69,562.00	0	$0.00	$0.00	$69,562.00	$69,562.00	$2,400.00	$0.00	$0.00	$900.00	$0.00
0024	113	ASSISTANT DISTRICT ATTORNEY II	$50,634.00	$0.00	$50,634.00	0	$0.00	$0.00	$50,634.00	$50,634.00	$0.00	$0.00	$0.00	$900.00	$0.00
		DECREASE SUPPLEMENTAL PAY											**$9,814.00**		
0026	**113**	**ASSISTANT DISTRICT ATTORNEY IV**	**$62,874.00**	**$0.00**	**$62,874.00**	**0**	**$0.00**	**$0.00**	**$62,874.00**	**$62,874.00**	**$2,400.00**	**$0.00**	~~**$9,837.00**~~	**$900.00**	**$0.00**
0027	113	ASSISTANT DISTRICT ATTORNEY III	$62,841.00	$0.00	$62,841.00	0	$0.00	$0.00	$62,841.00	$62,841.00	$2,880.00	$0.00	$0.00	$900.00	$0.00
0028	113	ASSISTANT DISTRICT ATTORNEY IV	$61,272.00	$0.00	$61,272.00	0	$0.00	$0.00	$61,272.00	$61,272.00	$2,880.00	$0.00	$0.00	$900.00	$0.00
0029	113	ASSISTANT DISTRICT ATTORNEY III	$52,139.00	$0.00	$52,139.00	0	$0.00	$0.00	$52,139.00	$52,139.00	$1,200.00	$0.00	$0.00	$900.00	$0.00
0030	113	ASSISTANT DISTRICT ATTORNEY III	$57,462.00	$0.00	$57,462.00	0	$0.00	$0.00	$57,462.00	$57,462.00	$0.00	$0.00	$0.00	$900.00	$0.00
0031	113	ASSISTANT DISTRICT ATTORNEY III	$60,785.00	$0.00	$60,785.00	0	$0.00	$0.00	$60,785.00	$60,785.00	$4,320.00	$0.00	$0.00	$900.00	$0.00
0032	113	ASSISTANT DISTRICT ATTORNEY III	$58,602.00	$0.00	$58,602.00	0	$0.00	$0.00	$58,602.00	$58,602.00	$2,160.00	$0.00	$0.00	$900.00	$0.00
0033	113	ASSISTANT DISTRICT ATTORNEY II	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	$52,002.00	$52,002.00	$0.00	$0.00	$0.00	$900.00	$0.00
0034	113	CRIMINAL INVESTIGATOR III	$56,537.00	$0.00	$56,537.00	0	$0.00	$0.00	$56,537.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0035	113	HUMAN RESOURCES COORDINATOR IV	$59,967.00	$0.00	$59,967.00	0	$0.00	$0.00	$59,967.00	$59,967.00	$1,800.00	$0.00	$0.00	$0.00	$0.00
0036	113	ASSISTANT DISTRICT ATTORNEY III	$59,760.00	$0.00	$59,760.00	0	$0.00	$0.00	$59,760.00	$59,760.00	$1,920.00	$0.00	$0.00	$900.00	$0.00
0038	113	ASSISTANT DISTRICT ATTORNEY III	$57,561.00	$0.00	$57,561.00	0	$0.00	$0.00	$57,561.00	$57,561.00	$2,160.00	$0.00	$0.00	$900.00	$0.00
0039	113	ASSISTANT DISTRICT ATTORNEY III	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	$52,002.00	$52,002.00	$5,000.00	$0.00	$0.00	$900.00	$0.00

0040	113	ASSISTANT DISTRICT ATTORNEY III	$55,932.00	$0.00	$55,932.00	0	$0.00	$0.00	$55,932.00	$55,932.00	$1,920.00	$0.00	$0.00	$900.00	$0.00
0041	113	ASSISTANT DISTRICT ATTORNEY II	$49,105.00	$0.00	$49,105.00	0	$0.00	$0.00	$49,105.00	$49,105.00	$0.00	$0.00	$0.00	$900.00	$0.00
0042	113	CRIMINAL INVESTIGATOR II	$53,295.00	$0.00	$53,295.00	0	$0.00	$0.00	$53,295.00	$53,295.00	$1,020.00	$0.00	$0.00	$3,600.00	$0.00
0043	113	ASSISTANT DISTRICT ATTORNEY III	$49,350.00	$0.00	$49,350.00	0	$0.00	$0.00	$49,350.00	$49,350.00	$0.00	$0.00	$0.00	$900.00	$0.00
0044	113	ASSISTANT DISTRICT ATTORNEY II	$47,503.00	$0.00	$47,503.00	0	$0.00	$0.00	$47,503.00	$47,503.00	$0.00	$0.00	$0.00	$900.00	$0.00
0045	113	ASSISTANT DISTRICT ATTORNEY III	$50,417.00	$0.00	$50,417.00	0	$0.00	$0.00	$50,417.00	$50,417.00	$0.00	$0.00	$0.00	$900.00	$0.00
0046	113	ASSISTANT DISTRICT ATTORNEY III	$55,932.00	$0.00	$55,932.00	0	$0.00	$0.00	$55,932.00	$55,932.00	$1,920.00	$0.00	$0.00	$900.00	$0.00
0047	113	ASSISTANT DISTRICT ATTORNEY II	$50,280.00	$0.00	$50,280.00	0	$0.00	$0.00	$50,280.00	$50,280.00	$0.00	$0.00	$0.00	$900.00	$0.00
0048	113	ASSISTANT DISTRICT ATTORNEY III	$50,342.00	$0.00	$50,342.00	0	$0.00	$0.00	$50,342.00	$50,342.00	$0.00	$0.00	$0.00	$900.00	$0.00
0049	113	ASSISTANT DISTRICT ATTORNEY III	$50,421.00	$0.00	$50,421.00	0	$0.00	$0.00	$50,421.00	$50,421.00	$0.00	$0.00	$4,122.00	$900.00	$0.00
0050	111	CRIMINAL DISTRICT ATTORNEY	$50,114.00	$0.00	$50,114.00	0	$0.00	$0.00	$50,114.00	$50,114.00	$0.00	$0.00	$0.00	$8,000.00	$0.00
0051	113	ASSISTANT DISTRICT ATTORNEY III	$48,773.00	$0.00	$48,773.00	0	$0.00	$0.00	$48,773.00	$48,773.00	$0.00	$0.00	$0.00	$900.00	$0.00
0052	113	ACCOUNTANT IV	$48,644.00	$0.00	$48,644.00	0	$0.00	$0.00	$48,644.00	$48,644.00	$1,320.00	$0.00	$0.00	$0.00	$0.00
0053	113	CRIMINAL INVESTIGATOR I	$41,120.00	$0.00	$41,120.00	0	$0.00	$0.00	$41,120.00	$41,120.00	$0.00	$0.00	$0.00	$0.00	$0.00
0055	113	EXECUTIVE ASSISTANT II	$37,589.00	$0.00	$37,589.00	0	$0.00	$0.00	$37,589.00	$37,589.00	$1,380.00	$0.00	$0.00	$0.00	$0.00
0056	113	EXECUTIVE ASSISTANT I	$41,964.00	$0.00	$41,964.00	0	$0.00	$0.00	$41,964.00	$41,964.00	$1,800.00	$0.00	$0.00	$0.00	$0.00
0057	113	EXECUTIVE ASSISTANT I	$37,589.00	$0.00	$37,589.00	0	$0.00	$0.00	$37,589.00	$37,589.00	$1,440.00	$0.00	$0.00	$0.00	$0.00
0058	113	EXECUTIVE ASSISTANT I	$37,589.00	$0.00	$37,589.00	0	$0.00	$0.00	$37,589.00	$37,589.00	$1,260.00	$0.00	$0.00	$0.00	$0.00
0060	113	ADMINISTRATIVE ASSISTANT IV	$34,469.00	$0.00	$34,469.00	0	$0.00	$0.00	$34,469.00	$34,469.00	$1,200.00	$0.00	$0.00	$0.00	$0.00
0061	113	ADMINISTRATIVE ASSISTANT IV	$34,366.00	$0.00	$34,366.00	0	$0.00	$0.00	$34,366.00	$34,366.00	$720.00	$0.00	$0.00	$0.00	$0.00
0062	113	ADMINISTRATIVE ASSISTANT IV	$34,322.00	$0.00	$34,322.00	0	$0.00	$0.00	$34,322.00	$34,322.00	$1,140.00	$0.00	$0.00	$0.00	$0.00
0063	113	ADMINISTRATIVE ASSISTANT IV	$34,322.00	$0.00	$34,322.00	0	$0.00	$0.00	$34,322.00	$34,322.00	$1,380.00	$0.00	$0.00	$0.00	$0.00
0064	113	ADMINISTRATIVE ASSISTANT IV	$34,322.00	$0.00	$34,322.00	0	$0.00	$0.00	$34,322.00	$34,322.00	$1,020.00	$0.00	$0.00	$0.00	$0.00
0065	113	ADMINISTRATIVE ASSISTANT IV	$33,222.00	$0.00	$33,222.00	0	$0.00	$0.00	$33,222.00	$33,222.00	$480.00	$0.00	$0.00	$0.00	$0.00
0066	113	ADMINISTRATIVE ASSISTANT II	$28,094.00	$0.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$28,094.00	$300.00	$0.00	$0.00	$0.00	$0.00
0067	113	ADMINISTRATIVE ASSISTANT III	$32,218.00	$0.00	$32,218.00	0	$0.00	$0.00	$32,218.00	$32,218.00	$480.00	$0.00	$0.00	$0.00	$0.00
0068	113	ADMINISTRATIVE ASSISTANT III	$32,113.00	$0.00	$32,113.00	0	$0.00	$0.00	$32,113.00	$32,113.00	$1,080.00	$0.00	$0.00	$0.00	$0.00
0069	113	ADMINISTRATIVE ASSISTANT I	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00
0070	113	ADMINISTRATIVE ASSISTANT II	$27,856.00	$0.00	$27,856.00	0	$0.00	$0.00	$27,856.00	$27,856.00	$660.00	$0.00	$0.00	$0.00	$0.00
0071	113	ADMINISTRATIVE ASSISTANT I	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00
0072	113	ADMINISTRATIVE ASSISTANT II	$26,863.00	$0.00	$26,863.00	0	$0.00	$0.00	$26,863.00	$26,863.00	$660.00	$0.00	$0.00	$0.00	$0.00
0073	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00
0074	113	ADMINISTRATIVE ASSISTANT II	$25,869.00	$0.00	$25,869.00	0	$0.00	$0.00	$25,869.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00
0075	113	ADMINISTRATIVE ASSISTANT II	$25,006.00	$0.00	$25,006.00	0	$0.00	$0.00	$25,006.00	$25,006.00	$540.00	$0.00	$0.00	$0.00	$0.00
0076	113	ADMINISTRATIVE ASSISTANT II	$24,918.00	$0.00	$24,918.00	0	$0.00	$0.00	$24,918.00	$24,918.00	$480.00	$0.00	$0.00	$0.00	$0.00
0077	113	ADMINISTRATIVE ASSISTANT II	$24,879.00	$0.00	$24,879.00	0	$0.00	$0.00	$24,879.00	$24,879.00	$480.00	$0.00	$0.00	$0.00	$0.00
0078	113	ADMINISTRATIVE ASSISTANT II	$24,879.00	$0.00	$24,879.00	0	$0.00	$0.00	$24,879.00	$24,879.00	$480.00	$0.00	$0.00	$0.00	$0.00
0079	113	ADMINISTRATIVE ASSISTANT II	$24,879.00	$0.00	$24,879.00	0	$0.00	$0.00	$24,879.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0080	113	ADMINISTRATIVE ASSISTANT II	$23,977.00	$0.00	$23,977.00	0	$0.00	$0.00	$23,977.00	$23,977.00	$480.00	$0.00	$0.00	$0.00	$0.00
0081	113	ADMINISTRATIVE ASSISTANT I	$19,626.00	$0.00	$19,626.00	0	$0.00	$0.00	$19,626.00	$19,626.00	$300.00	$0.00	$0.00	$0.00	$0.00
0082	113	ADMINISTRATIVE ASSISTANT I	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00
0083	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$24,087.00	$300.00	$0.00	$0.00	$0.00	$0.00
0084	113	ADMINISTRATIVE ASSISTANT I	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00
0085	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00
0086	113	ADMINISTRATIVE ASSISTANT I	$22,303.00	$0.00	$22,303.00	0	$0.00	$0.00	$22,303.00	$22,303.00	$0.00	$0.00	$0.00	$0.00	$0.00
0087	113	CRIMINAL INVESTIGATOR I	$44,583.00	$0.00	$44,583.00	0	$0.00	$0.00	$44,583.00	$43,000.00	$0.00	$0.00	$0.00	$3,600.00	$0.00
0088	113	ADMINISTRATIVE ASSISTANT I	$22,660.00	$0.00	$22,660.00	0	$0.00	$0.00	$22,660.00	$22,660.00	$0.00	$0.00	$0.00	$0.00	$0.00
0090	113	ASSISTANT DISTRICT ATTORNEY III	$60,654.00	$0.00	$60,654.00	0	$0.00	$0.00	$60,654.00	$60,654.00	$1,440.00	$0.00	$0.00	$900.00	$0.00
0091	113	ASSISTANT DISTRICT ATTORNEY IV	$70,748.00	$0.00	$70,748.00	0	$0.00	$0.00	$70,748.00	$70,748.00	$4,320.00	$0.00	$0.00	$900.00	$0.00

0092	113	ASSISTANT DISTRICT ATTORNEY II	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	$52,002.00	$52,002.00	$0.00	$0.00	$0.00	$900.00	$0.00
0093	113	ASSISTANT DISTRICT ATTORNEY II	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	$52,002.00	$52,002.00	$0.00	$0.00	$0.00	$900.00	$0.00
0095	113	ASSISTANT DISTRICT ATTORNEY III	$47,356.00	$0.00	$47,356.00	0	$0.00	$0.00	$47,356.00	$47,356.00	$0.00	$0.00	$0.00	$900.00	$0.00
0096	113	ADMINISTRATIVE ASSISTANT II	$29,078.00	$0.00	$29,078.00	0	$0.00	$0.00	$29,078.00	$29,078.00	$360.00	$0.00	$0.00	$0.00	$0.00
0097	113	ASSISTANT DISTRICT ATTORNEY III	$60,655.00	$0.00	$60,655.00	0	$0.00	$0.00	$60,655.00	$60,655.00	$1,680.00	$0.00	$0.00	$900.00	$0.00
0098	113	ASSISTANT DISTRICT ATTORNEY III	$51,117.00	$0.00	$51,117.00	0	$0.00	$0.00	$51,117.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0099	113	CRIMINAL INVESTIGATOR II	$53,822.00	$0.00	$53,822.00	0	$0.00	$0.00	$53,822.00	$53,822.00	$480.00	$0.00	$0.00	$0.00	$0.00
0100	113	CRIMINAL INVESTIGATOR II	$50,000.00	$0.00	$50,000.00	0	$0.00	$0.00	$50,000.00	$50,000.00	$0.00	$0.00	$0.00	$0.00	$0.00
0101	113	ASSISTANT DISTRICT ATTORNEY II	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	$52,002.00	$52,002.00	$0.00	$0.00	$0.00	$900.00	$0.00
0102	113	ASSISTANT DISTRICT ATTORNEY II	$52,002.00	$0.00	$52,002.00	0	$0.00	$0.00	$52,002.00	$52,002.00	$0.00	$0.00	$0.00	$900.00	$0.00
0103	113	ADMINISTRATIVE ASSISTANT I	$24,087.00	$0.00	$24,087.00	0	$0.00	$0.00	$24,087.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00
0105	113	ASSISTANT DISTRICT ATTORNEY II	$55,100.00	$0.00	$55,100.00	0	$0.00	$0.00	$55,100.00	$55,100.00	$0.00	$0.00	$0.00	$900.00	$0.00
0106	113	ADMINISTRATIVE ASSISTANT II	$29,200.00	$0.00	$29,200.00	0	$0.00	$0.00	$29,200.00	$29,200.00	$1,200.00	$0.00	$0.00	$0.00	$0.00
0107	113	ADMINISTRATIVE ASSISTANT I	$0.00	$28,094.00	$28,094.00	0	$0.00	$0.00	$28,094.00	$28,094.00	$0.00	$0.00	$0.00	$0.00	$0.00
0108	113	ACCOUNTANT III	$0.00	$34,469.00	$34,469.00	0	$0.00	$0.00	$34,469.00	$34,469.00	$300.00	$0.00	$0.00	$0.00	$0.00
		TOTAL	4,836,992.00	62,563.00	4,899,555.00	-	0.00	0.00	4,899,555.00	4,763,483.00	124,100.00	0.00	23,688.00	62,900.00	0.00

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

0

2014 ACTUAL TOTAL COMPENSATION
$111,525.00
$108,637.00
$99,973.00
$99,973.00
$91,309.00
$52,902.00
$94,034.00
$51,724.00
$62,755.00
$86,552.00
$79,480.00
$83,226.00
$77,117.00
$80,459.00
$78,605.00
$52,902.00
$77,004.00
$72,653.00
$60,531.00
$59,505.00
$68,983.00
$72,862.00
$51,534.00
$76,011.00
$66,621.00
$65,052.00
$54,239.00
$58,362.00
$66,005.00
$61,662.00
$52,902.00
$0.00
$61,767.00
$62,580.00
$60,621.00
$57,902.00

$58,752.00
$50,005.00
$57,915.00
$50,250.00
$48,403.00
$51,317.00
$58,752.00
$51,180.00
$51,242.00
$55,443.00
$58,114.00
$49,673.00
$49,964.00
$41,120.00
$38,969.00
$43,764.00
$39,029.00
$38,849.00
$35,669.00
$35,086.00
$35,462.00
$35,702.00
$35,342.00
$33,702.00
$28,394.00
$32,698.00
$33,193.00
$22,303.00
$28,516.00
$22,303.00
$27,523.00
$24,087.00
$24,000.00
$25,546.00
$25,398.00
$25,359.00
$25,359.00
$0.00
$24,457.00
$19,926.00
$22,303.00
$24,387.00
$22,303.00
$24,087.00
$22,303.00
$46,600.00
$22,660.00
$62,994.00
$75,968.00

$52,902.00
$52,902.00
$48,256.00
$29,438.00
$63,235.00
$0.00
$54,302.00
$50,000.00
$52,902.00
$52,902.00
$24,000.00
$56,000.00
$30,400.00
$28,094.00
$34,769.00
4,964,442.00

AI-46842 **Emergency Management 14. A.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: Belinda Alvarez **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

1. Requesting authority for Hidalgo County Emergency Management to submit a letter of request to the Texas State Hazard Mitigation Section- Texas Division of Emergency Management-Texas Department of Public Safety for an extension of the Texas Safe Shelter Initiative-Safe Room Project, Hazard Mitigation Grant Program #DR-1791-331 for an additional twelve months to complete the project.

2. Request for approval for the County Judge to sign the required documentation.

BACKGROUND

The Office of Emergency Management received a letter of request from the La Joya Independent School District dated September 16, 2014 which states that the district had difficulty establishing the criteria needed to procure professional services, and therefore requests an additional twelve months to complete the project. The letter was presented and approved by the La Joya ISD Board of Trustees on September 22, 2014.

The school district has approved the professional services for an architect and the plans have been reviewed and approved by State's Peer Review (July 14, 2014). The district is currently advertising for bids on the construction services. The performance period of the grant ends on November 27, 2014 and additional time is needed to complete the project. The projected time frame below is for project completion:

1st Advertisement September 12, 2014
2nd Advertisement September 14, 2014
Pre-Bid Conference September 23, 2014
Receive Bids October 23, 2014
Recommend to Board October 28, 2014
Begin construction Week of November 10, 2014

Based on recent domes' bids, the architect projects the construction time to be around 10-12 months.

1/28/2014 AI-42805-(1) Approval of Certification of Revenues as certified by the County of Auditor.
AI-42805-(2) Approval of the 2013 appropriation of funds for the TSSI Grant.

7/9/2013 AI-39566-(A) Authorization for Hidalgo County to execute and sign the Project Officer Designation form for the Hazard Mitigation Grant.
AI-39566-(B) Authorization for Hidalgo County to execute and sign the Third Party Authorization form for the Hazard Mitigation Grant.

2/15/2013 AI-36629-(1) Approval to accept the Safe Shelter grand on behalf of La Joya Independent School District (ISD) in the amount of $2,400,000.00 with a 25% match of $600,000 to be provided by La

Joya ISD.
AI-36629-(2) Approval to accept the Memorandum of Agreement (MOU) between Hidalgo County and La Joya
ISD.

9/25/2012 AI-34204- Approval to apply and submit for the Hazard Mitigation Grant Program/Texas State Shelter Initiative on behalf of the La Joya Independent School District with the authority for the County Judge to sign the required documentation.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact

Requesting approval of additional 12 month period to allow for more time to complete the project.

Attachments

project period ext

extension request

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/07/2014 01:35 PM
Manuel Chapa	Manuel Chapa	10/09/2014 10:24 AM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: SANDRA DELEON Started On: 10/06/2014 04:10 PM

Final Approval Date: 10/10/2014

Date: September 22, 2014

BOARD APPROVED
LA JOYA I.S.D.
SEP 2 2 2014
FACILITIES DEPARTMENT

Subject: FEMA- Safe Shelter Dome Project Period Extension

Rationale/Need: The performance period for the TSSI Dome Grant will end on November 27, 2014. Due to the complexity of the program we had difficulty fully establishing the criteria needed to procure the professional service providers as well as establishing the procurement for the construction contractor. Therefore, we are requesting approval of additional 12 month period to allow for more time to complete the project.

Recommendation: Administration recommends approval.

Cost: N/A

Budget Source: N/A

Related Information: See attachment.

****

Initiated By: Daniel Garza,
Facilities Director

Reviewed By: Alfredo Andres Vela,
Assistant Superintendent for Administration & Finance

Superintendent's Approval:

La Joya
Independent School District
Facilities Department
201 East Expressway
La Joya, TX. 78560
Tel (956) 323-2125

Board of Trustees
Esperanza "Espie" Ochoa, *President*
Johnn Valente Alaniz, *Vice-President*
Joel García, *Secretary*
Jesús "Chuy" Avendaño, *Member*
Juan José "JJ" Garza, *Member*
Oscar "Coach" Salinas, *Member*
Juan José "JJ" Peña, Jr., *Member*

September 16, 2014

Honorable Judge Ramon Garcia
302 West University Drive
Edinburg, Texas 78539

Dear Judge Garcia,

The performance period for the TSSI Dome Grant will end on November 27, 2014. Due to the complexity of the program we had difficulty fully establishing the criteria needed to procure the professional service providers as well as establishing the procurement for the construction contractor. Therefore, La Joya Independent School District is respectfully requesting approval of an additional 12 month period to allow for more time to complete the project.

If further information is required, feel free to contact Daniel Garza, Facilities Director at (956) 323-2125.

Respectfully,

Dr. Alda T. Benavides,
Superintendent of Schools

OFFICE OF THE COUNTY JUDGE
County Of Hidalgo

RAMON GARCIA
County Judge

October 14, 2014

Johnna K. Cantrell
State Coordinator,
State Hazard Mitigation Section
Texas Division of Emergency Management
Texas Department of Public Safety
P.O. Box 4087
Austin, TX 78773

RE: Extension request for the TSSI Safe Room Project
Hazard Mitigation Grant Program -DR-1791-331

Dear Ms. Cantrell,

Please consider this letter as an official request for an extension to the above referenced grant. The Hidalgo County Department of Emergency Management is working with the La Joya Independent School District on the TSSI Dome Safe Room-Hazard Mitigation Grant for the construction of a community safe room. Due to the complexity of the program we had difficulty fully establishing the criteria needed to procure the architect as well as establishing the procurement for the construction contractor. The school district has selected an architect/engineer for this project and anticipates having the construction contractor awarded by the end of November 2014.

Since the performance period ends on November 27, 2014, we are requesting that you seriously consider our request for an extension of the performance period until November 27, 2015.

Thank you for your consideration to this request and if you should have any questions, please do not hesitate to contact Belinda Alvarez, Deputy Emergency Management Coordinator at 956-318-2615.

Sincerely,

Ramon Garcia
Hidalgo County Judge

AI-46920 **Urban County 15. A.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: Monica Leal **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting acceptance and approval of Work Authorization No. 1 for contract between Hidalgo County and Millennium Engineers Group Inc. under Agreement # C-14-309-09-09 (with an estimated cost of $2,972.00) for construction materials engineering and testing services for Sunset/Sunrise Park Improvements Project utilizing UCP – Precinct No. 1, FY 21 (2008) Park, Recreational Facilities funds.

2. Requesting authorization for County Judge to sign the required documents.

BACKGROUND

Work Authorization No. 1 will provide construction materials engineering and testing services for the Sunset/Sunrise Park Improvements Project.

Work Authorization No. 1 Amount:	**$ 2,972.00**	
Funds Available:	$ 17,473.35	YR 21 (2008) Park, Recreational Facilities

Attachments

Authorization No.1 Millennium Engineers

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/09/2014 05:34 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Olga Lerma Started On: 10/09/2014 03:39 PM

Final Approval Date: 10/10/2014

OCT -7 2014

HIDALGO COUNTY

Professional Construction Material Testing Laboratory Services
Agreement # C-14-309-09-09

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional Laboratory's of Edinburg, Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Laboratory** to provide

Construction Materials Engineering and Testing Services for the Sunset Sunrise Park Improvements 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 $**2,972.00**
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. **1** shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 1,** Commissioner, A.C. Cuellar, Jr., as to content and detail of this **Work Authorization No. 1**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY: _____

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.

EXHIBIT D

"Proposal"

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Work Schedule
Proposed Construction Materials Testing Services
Sunset Sunrise Park Improvements Project

☒CONCRETE SECTION

Task: Concrete testing at Sidewalks (Per Trip, 4 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Concrete Engineering Technician (hourly)	5	50.00	250.00
Slump Test (each)	1	20.00	20.00
Air Content, Pressure (each)	1	25.00	25.00
Concrete Compressive Strength Test	4	16.00	64.00
Vehicle trip charge (each)	2	37.00	74.00
Test Report (each)	2	30.00	60.00
Project Engineer (hourly)	1.0	115.00	115.00
Project Management (hourly)	0.5	70.00	35.00
Clerical (hourly)	2	50.00	100.00
Sub-Total (per trip)	1	-	743.00
Sub-Total (per task)	4	743.00	2,972.00

Concrete Section Total **2,972.00**

Total Estimated Cost **$2,972.00**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/19/2014

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

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

PRODUCER Sergio Rodriguez 5121 S Jackson Rd Edinburg, TX 78539	CONTACT NAME: Sergio Rodriguez PHONE (A/C, No, Ext): 956-687-5566 FAX (A/C, No): 888-391-5686 E-MAIL ADDRESS: sriaserglo@gmail.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : CNA-American Casualty Co Of Reading, PA	20427
INSURER B : Hartford Underwriters Insurance Company	30104
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Millennleum Engineer's Group, Inc
5804 N Gumwood
Phar, TX 78577

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: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	2066374566	11/22/2013	11/22/2014	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 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X	X	3003921289	07/02/2014	11/22/2014	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		72 WEC GY 880	10/16/2013	10/16/2014	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is also Additional Insured and Waiver of Subrogation applies in this event.

CERTIFICATE HOLDER

Hidalgo County
Urban County Program
427 E Duranta Ave, Suite 107
Alamo, TX 78516

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/19/2014

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
STATE FARM INSURANCE
ROBERT ELIZALDE, AGENT
State Farm 5107 S MCCOLL RD
EDINBURG, TX 78539

CONTACT NAME: GARDENIA MARTINEZ
PHONE (A/C, No, Ext): 956-683-9800 FAX (A/C, No): 956-683-9810
E-MAIL ADDRESS: GARDENIA.MARTINEZ.T55B@STATEFARM.COM

INSURED
MILLENNIUM ENGINEERS GROUP, INC
5804 N GUMWOOD
PHARR, TX 78577

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
	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	$
								$
A	AUTOMOBILE LIABILITY			159 6611-A19-53K	01/19/2014	01/19/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	X SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

2008 FORD RANGER 1FTYR10D48PA62344
2008 FORD RANGER 1FTYR10D38PA92175
2010 FORD RANGER 1FTKR1AD0APA22160
2011 FORD RANGER 1FTKR1ADXBPA02368

CERTIFICATE HOLDER

HIDALGO COUNTY
URBAN COUNTY PROGRAM
427 E DURANTA AVE STE 107
ALAMO, TX 78516

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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AI-46922 **Urban County 15. B.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: Monica Leal **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting acceptance and approval of Work Authorization No. 2 for contract between Hidalgo County and Millennium Engineers Group Inc. under Agreement # C-14-309-09-09 (with an estimated cost of $13,170.00) for construction materials engineering and testing services for Old La Blanca Road (from Mile 9 Road to Mile 10 Road), utilizing UCP – Precinct No. 1, FY 27 (2014) Street Improvement funds.

2. Requesting authorization for County Judge to sign the required documents.

BACKGROUND

Work Authorization No. 2 will provide construction materials engineering and testing services for street improvements at Old La Blanca Road (from Mile 9 Road to Mile 10 Road) project.

Work Authorization No. 2 Amount:	**$ 13,170.00**	
Funds Available:	$248,358.10	YR 27 (2014) Street Improvements

Attachments

Work Authorization No. 2

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/09/2014 05:34 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Olga Lerma Started On: 10/09/2014 03:55 PM

Final Approval Date: 10/10/2014

OCT -7 2014

OL

HIDALGO COUNTY

Professional Construction Material Testing Laboratory Services

Agreement # C-14-309-09-09

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional Laboratory's of Edinburg, Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide

Construction Materials Engineering and Testing Services for the Old La Blanca Road (Mile 9 to Mile 10) Improvements 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 $**13,170.00**
This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. **2** shall be funded through funding source:
Account No. _____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization.**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 1,** Commissioner, A.C. Cuellar, Jr., as to content and detail of this **Work Authorization No. 2**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2014.

THE LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.

_____
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.

EXHIBIT D

"Proposal"

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Work Schedule
Proposed Construction Materials Testing Services
Old La Blanca Road (Mile 9 to Mile 10) Improvements Project

☒SOILS SECTION

Task: Initial Subgrade Sample for Determination of Optimum Lime Content at Roadway (Per Trip, 1 trip estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	4	45.00	180.00
Determination of Optimum Lime Content, PI method (each)	1	275.00	275.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	57.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	647.00
Sub-Total (per task)	**1**	**647.00**	**647.00**

Task: Subgrade Sample at Roadway (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	57.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	574.50
Sub-Total (per task)	**2**	**574.50**	**1,149.00**

Task: Flexible Base Sample at Roadway (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Sieve Analysis (each)	1	55.00	55.00
Wet Ball Mill (each)	1	210.00	210.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	57.50
Project Management (hourly)	0.25	70.00	16.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	838.75
Sub-Total (per task)	**2**	**838.75**	**1,677.50**

Task: Subgrade density testing at Roadway (Per Trip, 7 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Nuclear density test (each)	3	22.00	66.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	57.50
Project Management (hourly)	0.25	70.00	16.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	369.75
Sub-Total (per task)	**7**	**369.75**	**2,588.25**

Task: Flexible Base density testing at Roadway (Per Trip, 5 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Nuclear density test (each)	3	22.00	66.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	115.00	57.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	370.50
Sub-Total (per task)	**5**	**370.50**	**1,852.50**

SOILS Section Total **7,914.25**

☒HMAC PAVEMENT SECTION

Task: HMAC Pavement Field Rolling Pattern Testing (Per Trip, 3 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	4	50.00	200.00
Nuclear Density Test (each)	3	22.00	66.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	52.50
Project Management (hourly)	0.25	70.00	16.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	452.25
Sub-Total (per task)	**3**	**452.25**	**1,356.75**

Task: HMAC Pavement Laboratory Testing

Line Item	Qty.	Unit Rate	Estimated Cost
Extraction & Gradation, percent asphalt (each)	1	250.00	250.00
Theoretical maximum specific gravity of mixtures (each)	1	60.00	60.00
Lab Density (each)	1	65.00	65.00
Sub-Total (per trip)	1	-	375.00
Sub-Total (per task)	**3**	**375.00**	**1,125.00**

Task: HMAC Pavement Field Coring (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	6	50.00	300.00
Coring Rig (each)	1	95.00	95.00
Asphalt Cores (each)	8	60.00	480.00
Asphalt Core Density (each)	8	40.00	320.00
Vehicle trips (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	115.00	57.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	1,387.00
Sub-Total (per task)	**2**	**1,387.00**	**2,774.00**

HMAC Pavement Section Total **5,255.75**

Total Estimated Cost **$13,170.00**

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/19/2014

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PRODUCER Sergio Rodriguez 5121 S Jackson Rd Edinburg, TX 78539	CONTACT NAME: Sergio Rodriguez PHONE (A/C, No, Ext): 956-687-5566 FAX (A/C, No): 888-391-5686 E-MAIL ADDRESS: srlaserglo@gmail.com
INSURED Millennieum Engineer's Group, Inc 5804 N Gumwood Phar, TX 78577	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: CNA-American Casualty Co Of Reading, PA — 20427 INSURER B: Hartford Underwriters Insurance Company — 30104 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES — CERTIFICATE NUMBER: — REVISION NUMBER:

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	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)	$ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	3003921289	07/02/2014	11/22/2014	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		72-WEC GY 880	10/16/2013	10/16/2014	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

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Hidalgo County
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427 E Duranta Ave, Suite 107
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/19/2014

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: STATE FARM INSURANCE ROBERT ELIZALDE, AGENT State Farm 5107 S MCCOLL RD EDINBURG, TX 78539	CONTACT NAME: GARDENIA MARTINEZ PHONE (A/C, No, Ext): 956-683-9800 FAX (A/C, No): 956-683-9810 E-MAIL ADDRESS: GARDENIA.MARTINEZ.T55B@STATEFARM.COM
INSURED: MILLENNIUM ENGINEERS GROUP, INC 5804 N GUMWOOD PHARR, TX 78577	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Farm Mutual Automobile Insurance Company — 25178 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY			159 6511-A19-53K	01/19/2014	01/19/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

2008 FORD RANGER 1FTYR10D48PA62344
2008 FORD RANGER 1FTYR10D38PA92175
2010 FORD RANGER 1FTKR1AD0APA22160
2011 FORD RANGER 1FTKR1ADXBPA02368

CERTIFICATE HOLDER

HIDALGO COUNTY
URBAN COUNTY PROGRAM
427 E DURANTA AVE STE 107
ALAMO, TX 78516

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Edward Perez

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AI-46901 **Urban County** **15. C.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: P.R. Avila **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Approval of land acquisition of **Parcel #1** for the **Delta Area Connector/ East Lateral Project (GLO 12-406-000-6453/DRS 210068).**

BACKGROUND

Funding is from the Texas General land Office Grant Round 2.1, allocated for the Delta Area Connector/East Lateral Drainage Project.

Account No. 6540-62-0100-5000-6200
Amount Available: $ 40,000.00

Attachments

Letter for Parcel #1 Delta Area Connector/ East Lateral

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/09/2014 05:34 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Olga Lerma Started On: 10/09/2014 02:38 PM

Final Approval Date: 10/10/2014

RGV RIGHT-OF-WAY SERVICES, LLC

P.O. Box 720431
McAllen, Texas 78504

956-630-9401 Office
956-682-0566 Fax
rgvrow@gmail.com

Date: September 12, 2014

VIA FACSIMILE (956) 428-2954

Mr. Bill Pope
Adams & Graham, LLC
134 E. Van Buren Ave., Suite 301
Harlingen, Texas 78551

RE: Delta Area Connector/East Lateral
Drainage Improvement Project
Parcel # 1
Property Owner: Dr. Ricardo Ochoa
GLO # 12-406-000-6453/DRS 210068

Dear Mr. Pope:

This letter is to follow up our telephone conversation from today, September 12, 2014. It is my understanding that your client has agreed to accept the total offer amount of $40,000.00 for the acquisition of his property.***

We would request that you complete the section below. We suggest that you make a copy for your records and we further request that you mail the original to our office. Please do not hesitate to contact my office with any questions at rgvrow@gmail.com or 956-630-9401.

*** and with the following conditions:
(1) payment in full will occur at closing; and
(2) all top soil removed to complete project shall be left on Dr. Ochoa's property for his own use/disposition.

Respectfully,

Daniel G. Rios, President
RGV Right-of-Way Services, LLC

Offer Amount: ✓ 5.211 acres plus damages/improvements
TOTAL OFFER AMOUNT **$40,000.00**

I accept the offer and would like to begin the sale and closing process.

Signature

9/17/14
Date

AI-46654 **Urban County 15. D.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: Michelle Mendoza **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting approval to execute the FY 2013 HOME/CHDO Agreement between the Urban County Program and Proyecto Azteca in the amount of $300,000

2. Requesting approval to execute the FY 2014 HOME/CHDO Agreement between the Urban County Program and Proyecto Azteca in the amount of $400,000

BACKGROUND

The Urban County Program has received and reviewed proposals for the 2013 and 2014 HOME/CHDO Program funding years. A committee scored submissions on a competitive basis, relative to specific evaluation criteria. The proposals submitted by Proyecto Azteca, within each fiscal year, met all necessary conditions for funding. As such, the UCP requests approval to execute the FY 2013 and FY 2014 CHDO Agreements with Proyecto Azteca in order to facilitate the development of new single-family homes to be purchased by qualified, low to moderate-income families within the County.

Attachments

Proyecto Azteca Agreement FY 2013

Proyecto Azteca Agreement FY2014

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/24/2014 02:22 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Olga Lerma Started On: 09/23/2014 08:46 AM

Final Approval Date: 10/10/2014

AGREEMENT FOR GRANT OF HOME FUNDS

THIS AGREEMENT FOR GRANT OF HOME FUNDS (this "Agreement") is made and entered into on October 14, 2014 ("Effective Date") by and between the County of Hidalgo ("County"), a political subdivision of the State of Texas, and PROYECTO AZTECA ("CHDO"), a Texas nonprofit corporation.

RECITALS:

WHEREAS, County has entered into an agreement with the US Department of Housing and Urban Development ("HUD") to receive HOME Funds as that term is defined in 24 C.F.R. 92 ("HOME Funds"), which funds are administered by the County's Urban County Program through its HOME Investment Partnerships Program (the "HOME Program");

WHEREAS, County has set aside a portion of its HOME Program's funds for community housing development organizations in accordance with the National Affordable Housing Act of 1990, as amended;

WHEREAS, County has designated the above named organization as a community housing development organization or CHDO pursuant to HUD rule 24 CFR Part 92, which sets forth regulations to implement the HOME Program;

WHEREAS, CHDO has submitted a proposal for use of HOME Funds to develop affordable housing pursuant to the HOME Program; and

WHEREAS, County desires to engage the CHDO to render certain assistance as a developer of affordable housing in conformance with 24 CFR Part 92.300;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth in this Agreement, and subject to the terms and conditions hereof, County and CHDO hereby agree as follows:

SECTION I

DEFINITIONS

A. SPECIFIC

When used in this Agreement, the following terms shall have the respective meanings set forth below:

1. "Act" shall mean the HOME Investment Partnerships Act at Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 U.S.C. §§12701 et. seq.

2. "Action" shall have the meaning given such term in Section XI.B of this Agreement.

3. "Affordability Period", with respect to any Unit, shall mean the period of years set forth below during which the home buyer is required to occupy the Unit as the home buyer's principal residence, commencing on the closing of the home buyer's purchase of the Unit, which shall vary depending on the amount of HOME Funds provided to home buyer for the Unit:

HOME Funds Assistance per Unit	Affordability Period
Under $15,000	5 years
$15,000 up to and including $40,000	10 years
Over $40,000	15 years

4. "Affordable Housing" shall have the meaning assigned to it under 24 C.F.R. 92.2 and C.F.R. 92.203.

5. "Agreement" shall have the meaning given such term in the introductory paragraph above.

6. "Applicable Law Amendments" shall have the meaning given such term in Section XII.E.2 of this Agreement.

7. "Applicable Laws" shall have the meaning given such term in the introductory paragraph of Section IX of this Agreement.

8. "CHDO" shall have the meaning given such term in the introductory paragraph above.

9. "CHDO Policies Manual" shall mean County's HOME Division Community Housing Development Organizations Policies Manual, as it may be amended by County from time to time.

10. "CHDO Proceeds" shall mean proceeds retained by CHDO in accordance with 24 C.F.R. 92.300(a)(2).

11. "CHDO Proposal" shall mean the proposal submitted by CHDO to the County for fiscal year 2013 concerning CHDO's proposed participation in the HOME Program, a copy of which is attached hereto as "Exhibit D".

12. "County" shall have the meaning given such term in the introductory paragraph above.

13. "County Indemnitees" shall have the meaning given such term in Section XI.B of this Agreement.

14. "Default" shall have the meaning given such term in Section X.A. of this Agreement.

15. "Developer's fee" shall mean a fee payable to CHDO as compensation for the services performed hereunder and, unless other agreed in writing by the parties, will be earned and paid on a per unit basis.

16. "Effective Date" shall have the meaning given such term in the introductory paragraph above.

17. "Home buyer" or "home owner" shall mean the individual to whom the CHDO is providing assistance pursuant to the HOME Program.

18. "HOME Funds" shall have the meaning given such term in the first recital above.

19. "HOME Program" (also called "HOME") shall have the meaning given such term in the first recital above.

20. "HUD" shall have the meaning given such term in the first recital above.

21. "Judicial Action" shall have the meaning given such term in Section XII.B of this Agreement.

22. "Losses" shall have the meaning given such term in Section XI.B of this Agreement.

23. "Low-Income Families" shall have the meaning assigned to it under 24. C.F.R. 92.2.

24. "Owner Investment Returned First" shall mean the recapture option defined under 24 C.F.R. 92.254(a)(5)(ii)(A)(4).

25. "Project" means all services and obligations provided by the CHDO pursuant to this Agreement and, with respect to a particular Unit, means the portion of such services and obligations applicable to the Unit.

26. "Right of first refusal" shall mean the CHDO's right to repurchase property for which the home owner received assistance from the Project.

27. "Right of First Refusal Agreement" shall mean a Right of First Refusal, Option to Purchase, and Agreement Regarding Distribution of Proceeds entered into among the County, the CHDO and a home owner.

28. "Section 3" shall have the meaning given such term in Section IX.H.1 of this Agreement.

29. "Suspension Notice" shall have the meaning given such term in Section X.A of this Agreement.

30. "Term of this Agreement" shall mean the period commencing on the Effective Date and terminating on August 31, 2016, unless sooner terminated as herein provided.

31. "Termination Date" shall have the meaning given such term in Section X.D.2 of this Agreement.

32. "Termination Notice" shall have the meaning given such term in Section X.B of this Agreement.

33. "Transaction Document" shall mean (i) each document delivered by CHDO to County pursuant to this Agreement and (ii) each agreement entered into by CHDO pursuant to this Agreement, including without limitation the Homebuyer Assistance Contract and the Right of First Refusal Agreement.

34. "Unit" shall have the meaning given such term in Section II.A.2 of this Agreement.

B. GENERAL

References in this Agreement to "Sections" and "Exhibits" shall be to the Sections and Exhibits of this Agreement, unless otherwise specifically provided. Where the context or construction otherwise requires, all words applied in the plural shall be deemed to have been used in the singular, and vice versa. The masculine shall include the feminine and neuter, and vice versa; and the present tense shall include the past and future tense, and vice versa.

SECTION II

PROJECT DESCRIPTION, SCHEDULE AND BUDGET

A. PROJECT DESCRIPTION

1. During the Term of this Agreement, County agrees to grant CHDO $300,000 utilizing FY 2013 HOME funds for the Project, subject to the conditions of this Agreement.

2. During the Term of this Agreement, CHDO shall, pursuant to the terms of this Agreement, perform all professional, technical and construction services necessary to complete the construction, development and occupancy of a total number of three (3) affordable housing units (each, a "Unit").

3. The Units will be located in the County of Hidalgo, Texas, and outside of the city limits of the cities of McAllen, Mission, Edinburg and Pharr.

4. CHDO will sell Units only to low-income families whose annual incomes, as calculated pursuant to 24 C.F.R. 92.203, qualify for assistance under the HOME Program, including without limitation pursuant to 24 C.F.R. 92.254.

5. CHDO will provide three (3) low-income families (80% and below the area median income), qualified buyers with homebuyer education, general construction services and long-term flexible financing.

6. All work will be performed in essentially the manner proposed in the CHDO Proposal.

7. CHDO's services with respect to the Project include, without limitation, satisfaction of all CHDO obligations under this Agreement, including without limitation those set forth in Sections III, IV, V, VIII and IX hereof.

B. PROJECT SCHEDULE

1. CHDO agrees to complete the Project, as required by this Agreement, in accordance with the timetable set forth below:

Activity	Deadline
Environmental Review	June, 2015
Acquisition	June, 2015
Securing/Packaging Project Financing	October, 2014
Securing Pre-qualified Prospective Buyers	October, 2014
Homeownership Counseling	August, 2015
Construction Specifications and Cost Estimates	August, 2015
Construction Bids	August, 2015
Anticipated Draws	September, 2016
Construction Start (last unit)	June, 2016
End Construction (last unit)	August, 2016
Sign Sales Contract (last unit)	August, 2015
Sale/Loan Closing (last unit)	August, 2016

2. Without limiting the generality of Section XII.B, CHDO acknowledges and agrees that compliance with the schedule set forth in Section II.B.1, including timely completion of the work specified in this Agreement in order to complete units on the specified schedule, is an integral and essential part of CHDO's performance. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of Federal funds if such deadlines are not met. By the acceptance and execution of this Agreement, it is understood and agreed by CHDO that the Project will be completed as expeditiously as possible and that CHDO will make every effort to ensure that the Project will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this Agreement and the revocation of the HOME funds.

3. CHDO shall include appropriate provisions to be inserted into all contracts or subcontracts related to the Project to ensure the Project will be completed according to the schedule set forth in Section II.B.1.

4. In the event CHDO is unable to meet the above schedule because of delays resulting from acts of God, untimely review and approval by County and other governmental authorities having jurisdiction over the Project, or other delays that are not caused by CHDO, County shall grant a reasonable extension of time for completion of the work. It shall be CHDO's responsibility to notify County promptly in writing whenever a delay is anticipated or experienced and to inform County of all facts and details related to the delay.

C. PROJECT BUDGET

1. County will make HOME Funds available to CHDO in the amount of set forth in Section II.A.1 for the implementation of the Project, subject to the terms and conditions of this Agreement. In addition, CHDO will leverage $100,00 in public and private financing for below-market mortgages for completion of the Project. Such funds will be allocated as follows:

	HOME Funds	Leverage Funds	Total Cost
Pre-Development	$_____	$_____	$_____
Acquisition	$_____	$ 46,000	$ 46,000
Construction	$300,000	$_____	$ 300,000
Hard Costs	$_____	$_____	$_____
Soft Costs	$_____	$ 54,000	$ 54,000

2. CHDO shall promptly provide a specific working budget to County incorporating and supplementing the information set forth in Section II.C.1, and identifying all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line items.

SECTION III

CHDO'S WARRANTIES, REPRESENTATIONS AND OBLIGATIONS

The project shall be administered in accordance with, and CHDO shall comply with, the Act, including implementing federal regulations contained in 24 CFR Part 92; the CHDO Policies Manual and the CHDO Proposal. CHDO shall also perform all activities in accordance with the terms of Project Description (Section II.A), Project Schedule (Section II.B), Project Budget (Section I.C), Certifications ("Exhibit A"); and all other statements made by CHDO in its CHDO Proposal for the project funded under this Agreement; and with all other terms, provisions, and requirements set forth in this Agreement.

A. AFFORDABILITY

The County will enforce the Recapture Policy as defined in Section IV.E of the CHDO Policies Manual in order to address the continued affordability of housing units acquired with HOME funds.

1. CHDO shall utilize the following documents:

    a. Homebuyer Assistance Contract,
    b. First and Second Lien Deeds of Trust,
    c. First and Second Lien Real Estate Notes, and
    d. Right of First Refusal Agreement,

    each in form satisfactory to County and based on the County forms, to address key recapture provisions such as affordability period, principal residency and transfer of title to property. All documents between the CHDO and the home buyer shall provide that the CHDO's rights transfer to County in the event the CHDO ceases operating as a CHDO under the HOME Program, merges with another entity (without the prior written consent of the County to continue this Agreement with such merged entity), terminates, dissolves, liquidates or its existence as an entity is otherwise forfeited. CHDO shall cause the Deeds of Trust and the Right of First Refusal Agreement to be promptly recorded in the real property records of the Hidalgo County Clerk and promptly return the original, recorded document to County. County shall also be given the original of any other agreement to which it is a party.

2. CHDO shall conduct principal residency verifications on Units throughout the duration of the affordability period.

3. CHDO shall utilize the HOME-Assisted Unit Tracking Report as a tracking mechanism for principal residency.

4. CHDO shall ensure that all or a portion of HOME funds are recouped should the unit cease to be the home owner's principal residence, dependant upon the type of loan the home owner has received. The CHDO must, to the extent allowed by applicable law, require the home owner repay the entire HOME funds as follows:

    a. If given a forgivable loan, the County will require that the entire HOME funds are returned.

    b. If the loan is amortized, the home owner will be liable to return the total HOME funds minus any HOME principle payments paid to date.

    All such funds shall be paid to the County.

5. CHDO shall ensure fulfillment of the "*Owner Investment Returned First*" recapture option by allowing the home owner to recover their full investment (the home owner's original downpayment plus principal payments the home owner made on the loan) from net proceeds in the event that there is a voluntary or involuntary transfer of title.

6. CHDO understands that it is the CHDO's obligation to ensure the County is paid the total amount of all funds that are to be recaptured.

7. CHDO shall have the *"right of first refusal"* to repurchase the property in case of voluntary or involuntary transfer of title, and shall use the Right of First Refusal Agreement, in form satisfactory to County and based on the County form, with all home owner's receiving assistance pursuant to the Program in order to secure such right.

8. CHDO shall not allow a loan payoff by the client before the affordability period is over and will only accept such transaction, which will be handled on a case by case basis, if there is an involuntary transfer of title.

9. CHDO shall clearly explain all affordability requirements as listed under this Section III.A.1-8 at loan closing and obtain an affidavit signed by the home buyer as evidence of the home buyer's understanding of and commitment to these obligations.

10. Unless otherwise specified in writing by County, County will take a lien on real property purchased by the CHDO for home ownership projects and/or liens on individual home buyer's property to secure the County's investment during the Affordability Period, which lien will be released following the end of the affordability period. CHDO shall not acquire any real property with funds obtained pursuant to this Agreement or subsequently transfer any such property to a home buyer without confirming whether the County will place a lien on the real property and, if so, executing and recording the appropriate lien documentation.

11. CHDO agrees that the County has the right to enforce the terms of this Agreement and the Transaction Documents to the maximum extent allowed by law.

B. LEGAL AUTHORITY

1. CHDO represents and warrants that CHDO possesses the legal authority to enter into this Agreement, to receive HOME Funds authorized by this Agreement, and to perform the services CHDO has obligated itself to perform hereunder.

2. Each person signing and executing this Agreement on behalf of CHDO, or representing themselves as signing and executing this Agreement on behalf of CHDO, does hereby represent, warrant and guarantee that such persons have been duly authorized by CHDO to execute this Agreement on behalf of CHDO and to validly and legally bind CHDO to all terms, performances, and provisions herein set forth.

C. SUBCONTRACTS

1. Except for subcontracts to which the federal labor standards requirements apply, CHDO may not subcontract for performances described in this Agreement without obtaining County's prior written approval. CHDO shall only subcontract for performances described in this Agreement to which the federal labor standards requirements apply after CHDO has submitted a Subcontractor Eligibility form, as specified by County, for each such proposed subcontract, and CHDO has obtained County's prior written approval, based on the information submitted, of CHDO's intent to enter into such

proposed subcontract. CHDO, in subcontracting for any performances described in this Agreement, expressly understands that in entering into such subcontracts, County is not in any manner liable to CHDO's subcontractor(s).

2. In no event shall any provision of this Section, specifically the requirement that CHDO obtain County's prior written approval of a subcontractor's eligibility, be construed as relieving CHDO of the responsibility for ensuring that the performances rendered under all subcontracts are rendered as so as to comply with all of the terms of this Agreement, as if such performances rendered were rendered by CHDO. County's approval of subcontractor's eligibility under this Section does not constitute adoption, ratification or acceptance of CHDO's or subcontractor's performance hereunder. The act of approval of subcontractor's eligibility under this Section does not waive any right of action which may exist or which may subsequently accrue to County under this Agreement. County retains at all times the right to insist upon CHDO's full compliance with the terms of this Agreement.

3. CHDO shall comply with all applicable federal, state, and local laws, regulations, and ordinances when making procurements under this Agreement.

4. CHDO shall comply with all applicable federal, state, and local laws, regulations and ordinances for the Term of this Agreement.

D. DEBARRED CONTRACTORS

In accordance with the provisions of 24 CFR, Part 24, relating to the employment, engagement of services and awarding of contracts, CHDO shall not employ, award contract to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by HUD. In addition, County shall have the right to suspend or terminate this Agreement if CHDO is debarred, suspended, proposed for debarment, or ineligible from participating in the HOME Program.

E. HOME PROGRAM

1. CHDO acknowledges and agrees that its performance of its obligations under this Agreement must be rendered in accordance with the Act, the regulations promulgated under the Act, the assurances and certifications made to County by CHDO, and the assurances and certifications made to HUD by County with regard to the operation of the HOME Program. Based on these considerations, and in order to ensure the legal and effective performance of this Agreement by the parties, it is agreed that performances under this Agreement are amended by the provisions of the HOME Program, any amendments thereto, and any policy directives that may be issued by HUD that serve to establish, interpret or clarify performance requirements.

2. It is understood that CHDO has certified that it is and will maintain Community Housing Development Organization status for the Term of the Agreement in accordance with 24 CFR 92. CHDO agrees to provide information as may be requested

by County to document its continued compliance, including but not limited to an annual board rooster and certification of continued compliance.

3. All funds CHDO retains as CHDO Proceeds from this Project shall be used in compliance with 24 CFR 92.300(a)(2).

F. INSURANCE

1. Requirements. CHDO shall have in force throughout the term of this Agreement insurance coverage consistent with the requirements in Exhibit B. A certificate to that effect will be provided to County at least ten (10) days prior to start of construction.

2. Notice to the County. CHDO shall require its insurance policies to provide that the HOME Manager of County or such other person designated by County in writing shall be given thirty (30) days advance notice by the insurer prior to cancellation, nonrenewal, or material change of the insurance policies required by this Section III.F. The insurer shall be subject to approval by the County.

3. Compliance. Failure to maintain required insurance will be cause for the County to take control of the Units and will cancel any claim that CHDO may have to the use of the Units. CHDO shall provide County with certificates of insurance reflecting all coverages required in Exhibit B, and shall, upon request of County, promptly provide County with copies of the insurance policies.

4. Right to Re-evaluate and Adjust Limits. The County shall retain the right to reevaluate the insurance requirements and adjust the coverage limits upon thirty (30) days written notice. Insurance coverage limits shall be adjusted no more frequently than once a year.

G. SPONSORSHIP

CHDO agrees to acknowledge the sponsorship of the County at any event promoting the project or any other project sponsor. As such, CHDO shall give credit to County as the project-funding source in all presentations, written documents, publicity and advertisements regarding the development.

H. LITIGATION AND CLAIMS

CHDO shall give County immediate notice of any Action, including any proceeding before an administrative agency filed against CHDO in connection with this Agreement or the HOME program and any claim against CHDO, the cost and expense of which CHDO believes it may be entitled to be reimbursed by County. Except as otherwise directed by County, CHDO shall furnish immediately to County copies of all pertinent papers received by CHDO with respect to such Action or other claim.

SECTION IV

DISBURSEMENTS

A. RELEASE OF FUNDS

1. County shall not release any funds for any costs incurred by CHDO under this Agreement until County has received certification (in the form attached hereto as "Exhibit C") from CHDO that its fiscal control and fund accounting procedures are adequate to assure the proper disbursal of and accounting for funds provided under this Agreement. CHDO understands and agrees that by the execution of this Agreement County shall assume the responsibilities for environmental review, decision making, and other actions in accordance with and to the extent specified in 24 CFR 92.352 and 24 CFR, Part 58. However, if CHDO has staff experience and/or means to perform the environmental review, CHDO may request in writing, from County, approval to perform such review.

2. Payments to CHDO hereunder consist of (a) reimbursement for actual expenses incurred or paid and (b) developer's fees.

B. REQUESTS FOR REIMBURSEMENT AND DEVELOPER'S FEES

County will provide funds under this Agreement in accordance with the requirements of 24 CFR 92.502. CHDO may not request reimbursement of funds under this Agreement until funds are needed for payment of eligible costs and in accordance with 24 CFR 92.206-208 and CHDO Policies Manual Section III. It is expressly understood and agreed by the parties hereto that payments under this Agreement are contingent upon CHDO's full and satisfactory performance of its obligations under this Agreement. County reserves the right to recapture unexpended funds provided under this Agreement in the event County determines that CHDO will be unable to expend funds within the prescribed time as determined by County. County shall not be liable to CHDO for any costs incurred or performance rendered by CHDO before commencement or after termination of this Agreement.

1. Request for Reimbursement Submittals. The requests for reimbursement shall include an invoice and other supporting documentation for expenses incurred along with the County Request for Reimbursement cover sheet. For the purpose of expedience and in order to ensure that requests for reimbursement are processed the week that they are delivered to the County, completed requests must be submitted no later than 12 noon on Tuesday of that week. Any request (or supporting documentation) received after the cut-off may be held for processing until the following week. Funds will be disbursed within thirty (30) days provided all required supporting documentation has been submitted. All such expenses shall be in conformance with 24 C.F.R. 92.206 and applicable HUD disbursement requirements.

2. Inspections. When a request is submitted indicating that a unit is at 50% and/or 100% complete, County will perform an inspection on the unit in order to confirm the

applicable completion threshold needed to process the payment. County will also accept as confirmation a Certificate of Occupancy or inspection report from a certified inspector indicating the completion threshold. Payment will not be made unless the applicable completion threshold is confirmed as provided herein.

3. Developer's Fees. When applicable, the County will allow for the payment of developer's fees in order to ensure completion of specific project milestones. This fee will only be payable if it has been negotiated and agreed in writing between the County and the CHDO prior to acquisition of the property on which the CHDO will construct the unit. With respect to any unit, progress payments of developer's fees will not exceed the cumulative maximum percentages of total developer's fees listed below. The request for payment must include appropriate documentation that justifies the payment for services rendered and will be paid according to the following schedule:

Milestone	Documentation	Max. Cumulative Developer's Fee %
Acquisition Closing	Settlement Statement	25%
50% Construction Complete	50% Passed - Inspection Report	50%
100% Construction Complete	100% Passed – Inspection Report/ Certificate of Occupancy	75%
Home Buyer Loan Closing	Settlement Statement and Final Property Development Budget	100%

If multiple projects or units are involved, and the parties have so agreed in writing, the developer's fee may be pro-rated to each building or project, and the applicable percentage may be applied to each.

4. Prohibition Against Payments of Bonuses or Commissions. The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purposes of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Acts of 1974 or 1977, or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

5. County reserves the right to inspect records and project sites to determine that reimbursement and developer fee requests are reasonable. County reserves the right to hold payment until adequate documentation has been provided to and reviewed by County.

SECTION V

REPORTING REQUIREMENTS

CHDO shall submit to County such reports on the operation and performance of this Agreement as may be required by County including but not limited to the reports specified in this Section V. In addition, CHDO shall provide County with all reports necessary for compliance with 24 CFR 92.509 and 24 CFR Part 92, Subpart L and those reports listed in the CHDO Policies Manual Section VII. In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed by the parties hereto that if CHDO fails to submit to County in a timely and satisfactory manner any report or supporting documentation required by this Agreement, County may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by CHDO hereunder. If County withholds such payments, it shall notify CHDO in writing of its decision. Payments withheld pursuant to this paragraph may be held by County until such time as the delinquent obligations for which funds are withheld are fulfilled by CHDO.

A. PRELIMINARY DOCUMENTATION

Before the CHDO is able to begin construction of a unit, a Preliminary Project Summary must be submitted to the County for project level approval. The Preliminary Project Summary will include the following documents:

1. The Estimated Project Development Budget includes all anticipated costs and funding sources for the development of the project.

2. Along with the Estimated Project Development Budget, the CHDO shall submit all documentation utilized to determine home buyer eligibility as follows:

    a. CHDO Board Approval of Home Buyer
    b. Conflict of Interest Affidavit
    c. Part 5 Income Calculation Sheet
    d. Current Check Stubs (last three consecutive months) OR Verification of Employment
    e. Self Employment Earnings Documentation (if applicable)
    f. Unemployment Letter (if applicable)
    g. Child Support Benefits Letter (if applicable)
    h. Social Security and/or Disability Benefits Award Letter (if applicable)
    i. Copy of Bank Statements – (Checking Account, last six consecutive months or Savings account, most recent month) OR Verification of Assets on Deposit (if applicable)
    j. Recorded Divorce Decree (if applicable)
    k. Identification Card (DL/SSN/BC)
    l. Purchase Order Request Letter
    m. Commitment Letter to Home Buyer
    n. Copy of Loan Application

o. Good Faith Estimate
p. Underwriting Worksheet
q. Builder's Contract/Plans & Specs
r. Homebuyer Class Certificate

While not every item in this Section V.A.2 will be applicable to each home buyer, the CHDO must submit all documents that are applicable to the particular home buyer.

B. PROJECT DEVELOPMENT

County will track the development of each individual project by assessing requests for reimbursements, processing of developer's fees payments and inspections. CHDO shall promptly provide all documentation required by County hereunder.

C. FINAL DOCUMENTATION

Once construction of the unit is complete, CHDO shall provide County with the Final Project Summary, which will include the following:

1. The Final Project Development Budget, including actual costs and funding sources for the completion of the project. This worksheet will identify the total direct and development subsidies, which will allow for the calculation of the project's affordability period.

2. The CHDO Proceeds Calculation form.

3. Home Buyer Information, including information pertaining to household size, income levels, racial characteristics, and the presence of female headed households in order to determine low and moderate-income benefit.

4. Home Buyer Closing Documents. Once the sale of the unit has occurred, CHDO shall submit final closing documents, including the following:

    a. Homebuyer Assistance Contract
    b. Final Appraisal Report
    c. Copy of Recorded 1st and 2nd Lien Deeds of Trust
    d. Copy of 1st and 2nd Lien Real Estate Note
    e. Copy of Settlement Statement
    f. Copy of Truth-in-Lending Disclosure
    g. Final 100% Inspection Report OR Certificate of Occupancy
    h. Copy of Home Owner's Insurance
    i. Copy of Recorded Right of First Refusal Agreement
    j. Any other documents required by County

D. ANNUAL REPORTS

Assisted Unit Tracking Report. CHDO shall submit the Assisted Unit Tracking Report to the County no later than fifteen (15) calendar days past the County fiscal year ending date (June 30th). This report is comprised of the following two sections listing all County funded units that are within their specified affordability period and have generated or are currently generating CHDO proceeds.

1. Affordability and Principle Residency. This section of the report will provide detailed information regarding unit occupancy for the purpose of tracking affordability and principle residency compliance.

2. CHDO Proceeds. This section of the report will include unit proceeds origination, amount and utilization type (rehab., acquisition, construction, etc.).

E. CHDO PROCEEDS

The HOME Final Rule, 24 CFR 92.300(a)(2), allows County the option of permitting CHDOs to retain any "proceeds" resulting from the CHDO's investment of its CHDO set-aside funds or requiring the CHDO to return these proceeds to the participating jurisdiction – which will be categorized as program income. CHDO Proceeds include, but are not limited to, the permanent financing of a CHDO project which is used to pay off a CHDO financed construction loan; the sale of CHDO developed homeownership housing; the principal and interest payments from a loan to a buyer of CHDO developed homeownership housing. All CHDO Proceeds shall be retained by the CHDO; such CHDO Proceeds, however, must be re-invested by CHDO and applied towards housing activities for low and moderate income individuals and families including, but not limited to, acquisition, construction and rehabilitation of home ownership projects in accordance with the Act and applicable regulations. The CHDO shall submit CHDO Proceeds reports as described within Sections V.C.2 & V.D.2.

SECTION VI

COUNTY'S OBLIGATIONS

1. In consideration of full and satisfactory performance of CHDO's obligations pursuant to this Agreement, including without limitation the activities referred to in Section II.A., County shall make payment under the grant for the actual and reasonable costs incurred by CHDO during the Term of the Agreement rendered under this Agreement by CHDO, subject to the limitations set forth in this Section VI.

    a. It is expressly understood and agreed by the parties hereto that County's obligations under this Section VI are contingent upon the actual receipt of adequate federal funds to meet County's liabilities under this Agreement. If such adequate funds are not available to make all payments under this Agreement, County shall notify CHDO in writing within a reasonable time after such fact is determined, and County may

then terminate this Agreement and will not be liable for failure to make payments to CHDO under this Agreement.

b. County shall not be liable to grant CHDO money for any costs incurred by CHDO, or any portion thereof, which have been paid to CHDO or is subject to payment to CHDO, or has been reimbursed to CHDO or is subject to reimbursement to CHDO by any source other than County.

c. County shall not be liable to grant CHDO money for any costs incurred by CHDO which are not allowed costs, as set forth in 24 CFR 92.206, the CHDO Policies Manual or pursuant to this Agreement. Funds provided under this Agreement may not be used for payment of prohibited activities as defined in 24 CFR 92.214.

d. County shall not be liable to grant CHDO money for any costs incurred by CHDO or for any performances rendered by CHDO which are not strictly in accordance with the terms of this Agreement.

e. County shall not be liable to grant CHDO money for any costs incurred or performances rendered by CHDO before commencement of this Agreement or after termination of this Agreement.

f. County shall not be liable to grant CHDO money for any costs incurred by CHDO for any unit that exceeds the per-unit subsidy dollar limitation established under Section 221(d)(3) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)).

2. Notwithstanding any other provision of this Agreement, the total of all payments and other obligations incurred by County under this Agreement shall not exceed the sum of $300,000.

SECTION VII

PRICE ADJUSTMENTS

A. PROCEDURE FOR REQUESTING PRICE ADJUSTMENTS

In the event CHDO desires a price adjustment during a period of national crisis and unstable economic conditions, which lead to unforeseen price increases elevating costs of goods and services contracted on an annual basis, the following procedure will be used to mediate price volatility:

1. CHDO may request price adjustments for contracts entered into by CHDO and a supplier in connection with the Project, by providing a written request to the County's Purchasing Agent. Such written request must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document, and be accompanied by a certified copy of the supplier's advisory or notification to CHDO of the price changes.

2. CHDO must, at its sole cost and expense, include the County's Purchasing Agent on the mailing lists for publications that support the CHDO's request for the price adjustment so that the Purchasing Agent can monitor the price changes.

3. In making a determination on a request for price adjustment, the County's Purchasing Agent may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract. The County's Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of County.

4. No price increase will be authorized in excess of the amount of the increase referred to in the supplier's notice to CHDO and the total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

5. County may only grant a price increase if the evidence presented is deemed reliable by County, in County's sole discretion. In the event County allows a price increase, the approved price change shall be honored for all orders received by CHDO or the supplier after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at the time of the price change.

B. TIME FRAME FOR ADJUSTED PRICE INCREASES

Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless CHDO notifies County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the CHDO is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County's Purchasing Agent shall have sole discretion whether to grant the price increase extension. The County shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to CHDO at any time upon written notice from County to CHDO demonstrating justification for such reduction, elimination or extension of the price adjustment.

C. ALLOWABLE REVIEW PERIODS

Price adjustment reviews may only be requested by CHDO on a quarterly basis. However, County may, at its own discretion, conduct temporary price adjustment reviews at any time. The County's Purchasing Agent and/or the County's Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice to CHDO and during normal business hours.

D. PRICE REDUCTION

CHDO shall notify County at the time when the CHDO's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this Agreement shall be reduced accordingly. Failure by the CHDO to notify the County of a decrease in costs for items and/or supplies for which the CHDO was granted a price adjustment, may result in immediate termination of this Agreement and County shall not be obligated to pay CHDO the difference between the contract price and the price adjustment.

SECTION VIII

RECORDS, MONITORING AND AUDITING

A. RETENTION AND ACCESSIBILITY OF RECORDS

1. CHDO shall maintain records of the receipt, accrual, and disposition of all CHDO Proceeds as required for all funds under this Agreement.

2. CHDO must establish and maintain those records listed under 24 CFR 92.508 and other records as may be determined by County.

3. CHDO shall give the County, the Comptroller of the United States, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by CHDO pertaining to this Agreement. Such right to access shall continue as long as the records are retained by CHDO. CHDO agrees to maintain such records in an accessible location.

4. All records pertinent to this Agreement shall be retained by CHDO for five years following affordability period, completion of construction or of submission of the final closeout reports, whichever is later, with the following exceptions:

    a. If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

    b. Records relating to real property acquisition shall be retained for the period of affordability required under 24 CFR 92.254 or 24 CFR 92.252 as applicable, plus five years.

    c. Records covering displacement and acquisitions must be retained for at least five years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 CFR 92.353.

5. CHDO must provide citizens, public agencies, and other interested parties with reasonable access to records consistent with the Texas Public Information Act, TEXAS GOVERNMENT CODE, Chapter 552.

6. CHDO shall include the substance of Section VIII.A.2-5 in all subcontracts.

B. MONITORING

The County reserves the right to carry out field inspections to ensure compliance with the requirements of this Agreement. CHDO shall attend a preconstruction meeting prior to first construction draw. After each monitoring visit, County shall provide CHDO with a written report of the monitor's finding. If the monitoring reports note deficiencies in CHDO's performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by CHDO. Failure by CHDO to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X.A & X.B of this Agreement.

C. AUDITING

1. Unless otherwise directed by County, CHDO shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Agreement, subject of the following conditions and limitations:

   a. CHDO shall have an audit and/or financial statement made in accordance with 24 CFR 92.506, 24 CFR Part 85.26 or OMB Circular A-133 and the CHDO Policies Manual for any of its fiscal years included within the term of this Agreement in which CHDO receives more than $500,000 in federal financial assistance provided by a federal agency in the form of grants, agreements, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but federal financial assistance does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of state and local government.

   b. At the option of CHDO, each audit required by this section may cover either CHDO's entire operations or each department, agency, or establishment of CHDO which received, expended or otherwise administered federal funds.

   c. CHDO may utilize funds budgeted under this Agreement to pay for that portion of the cost of such audit services properly allocable to the activities funded by County under this Agreement, provided, however, that County shall not make payment for the cost of such audit services until County has received such audit report from CHDO.

   d. Unless otherwise specifically authorized by County in writing, CHDO shall submit the report of such audit to County within thirty (30) days after completion of the audit,

but no later than one (1) year after the end of each federal fiscal period included within the tem of this Agreement. Audits performed during this Agreement period are subject to review and resolution by County or its authorized representative.

e. As part of its audit, CHDO shall verify expenditures made according to Section II.C.

2. County reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Agreement. CHDO agrees to permit County or its authorized representative to audit CHDO's records and to obtain any documents, materials, or information necessary to facilitate such audit. CHDO shall provide an annual audit to County of funds received in performance of this Agreement.

3. CHDO understands and agrees that it shall be liable to County for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Agreement, which includes audits by County and by HUD. CHDO further understands and agrees that reimbursement to County of such disallowed costs shall be paid by CHDO from funds which were not provided or otherwise made available to CHDO under this Agreement.

4. CHDO shall take necessary action to facilitate the performance of such audit or audits conducted pursuant to this Section VIII.C as County may require of CHDO.

5. All approved HOME audit reports shall be made available for public inspection within 30 days after completion of the audit.

SECTION IX

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAW

CHDO agrees, covenants and warrants that CHDO will comply with all applicable federal, state and local laws, ordinances, codes, rules, regulations relating to this Agreement and the Project ("Applicable Laws"), including, but not limited to, the Act, 24 C.F.R. Part 92, and any other Applicable Laws referenced in this Agreement and this Section IX.

A. FAITH-BASED ACTIVITIES

In the event that CHDO can be considered a religious or faith-based organization, CHDO shall comply with the provisions of 24 C.F.R. 92.257.

B. FAIR HOUSING

CHDO shall administer the HOME Funds in a manner that provides housing that is suitable from the standpoint of facilitating and furthering full compliance with the applicable provisions of title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d—2000d-4), the Fair Housing Act (42 U.S.C. 3601 *et seq.*, E.O. 11063 (3 C.F.R., 1959-1963 Comp., p. 652), Age Discrimination Act of 1975, as amended (42 U.S.C. 6101—6107), 24 C.F.R. 5.105(a), and

HUD regulations issued pursuant thereto; and that promotes greater choice of housing opportunities.

C. NON-DISCRIMINATION

In the selection of occupants for Units, CHDO shall comply with all non-discrimination requirements of 24 C.F.R. 92.350.

D. ACCESSIBILITY FOR PERSONS WITH DISABILITIES

CHDO shall comply with the Uniform Federal Accessibility Standards set forth in 24 C.F.R., Part 40, Appendix A. Section 504 of the Rehabilitation Act of 1973 (prohibits discrimination based on physical handicap) (Pub.L. 93-112), as amended, and implementing regulations when published for effect.

E. AFFIRMATIVE MARKETING

1. CHDO shall adopt and submit for County's approval, no later than thirty (30) days following the Effective Date of this Agreement affirmative marketing procedures and requirements for the purpose of providing information and otherwise attracting eligible persons in the housing market area to the Units without regard to race, color, national origin, sex, religion, familial status or disability. Such affirmative marketing procedures and requirements must comply with 24 C.F.R. 92.351 and must include:

    a. methods the CHDO will use for informing the public and potential home buyers about Federal fair housing laws and the County's and CHDO's affirmative marketing policy.

    b. CHDO's advertisement of any vacant Units, any press releases and any written communications to fair housing and other groups, must include the Equal Housing Opportunity logotype or slogan. Advertising media used by CHDO may include newspaper, radio, television, brochures, leaflets, or may involve simply a sign in a window.

    c. Procedures to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing without special outreach, which procedure may include use by CHDO of community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.

    d. Records to be kept by CHDO describing the actions taken by CHDO to affirmatively market the Units in accordance with this Section IX.E. and records to assess the results of these actions.

    e. CHDO maintaining a file containing all marketing efforts, including, but not limited to, copies of newspaper ads, memos of phone calls, copies of letters and all records

pursuant to Section IX.E.1.d., all of which will be available for inspection by County. CHDO acknowledges County will inspect the records at least annually.

f. CHDO maintaining a listing of all home buyers residing in each Unit for five (5) years after the Project completion date or for such longer period as is provided herein.

g. A description of how CHDO will annually assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing procedures and requirements are not met.

2. CHDO shall comply with the affirmative marketing procedures and requirements adopted pursuant to 24 C.F.R. 92.351 and Section IX.E.1. County will assess the CHDO's efforts during marketing of the Units by use of (i) compliance certifications to be provided by CHDO to County at least annually, such certifications to be in the form and substance required by County; and (ii) monitoring visits by County to the Project at least annually. In the event CHDO fails to follow the affirmative marketing procedures and requirements, corrective actions by County shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions as County may deem necessary, in County's sole discretion.

F. EQUAL EMPLOYMENT OPPORTUNITY

1. CHDO shall comply with Executive Order 11246, which provides that there shall be no discrimination in employment under federally assisted construction. In providing the work and services herein specified, CHDO shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. CHDO shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CHDO shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the federal government or the County setting forth the provisions of this nondiscrimination clause. Such notices shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. CHDO shall incorporate the foregoing requirements in all of its contracts for the Project, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for the Project.

2. CHDO will send to each labor union or representative of workers with which CHDO has a collective bargaining agreement or other contract or understanding, a notice to be provided by County, advising the labor union or worker's representative of the CHDO's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3. CHDO will, in all solicitations or advertisements for employees placed by or on behalf of CHDO, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

4. CHDO will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. CHDO will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

6. In the event CHDO is found to be in noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the CHDO may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.

7. CHDO will include the provisions of Sections IX.F.1 through IX.F.6 in every contract, subcontract or purchase order relating to the Project, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each contractor, subcontractor or vendor. CHDO will take such action with respect to any contract, subcontract or purchase order as County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the CHDO becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by County, CHDO may request the United States to enter into such litigation to protect the interest of the United States.

G. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

CHDO shall comply with the requirements relating to minority and women's business enterprises set forth in Executive Order No. 11625 of October 13, 1971, 36 Fed. Reg. 1967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; and Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg. 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 23637. CHDO shall collect data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of $25,000 or more paid, or to be paid, with HOME Funds. This data should indicate which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of recipient's affirmative steps

to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special out-reach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the award of any contract or subcontract solely or in part on the basis of race or gender.

H. LABOR, TRAINING AND BUSINESS OPPORTUNITY

CHDO shall comply with Federal regulations governing training, employment and business opportunities as follows:

1. It is agreed that the work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the area of the project.

2. CHDO will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD and set forth in 24 Code of Federal Regulations and all applicable rules and orders of HUD issued thereunder and any and all applicable amendments thereto made prior to the Effective Date of this Agreement or during the Term of this Agreement. CHDO certifies that CHDO is under no contractual or other disability which would prevent CHDO from complying with these requirements.

3. CHDO will send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advertising to the said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4. CHDO will include the provisions of this Section IX.H in every contact and subcontract for work in connection with the Project and will take appropriate action pursuant to the contract or subcontract upon a finding that the contractor or subcontractor is in violation of regulations issued by the Secretary of HUD, in 24 Code of Federal Regulations. CHDO will not contract or subcontract with any contractor or subcontractor where CHDO has notice or knowledge that such contractor or subcontractor has been found in violation of regulations under 24 Code of Federal Regulations and will not let any contract or subcontract unless the contractor or subcontractor has first provided CHDO with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

5. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations, and all applicable rules and orders of HUD issued thereunder prior to the execution of the contract or subcontract shall be a condition of the federal financial assistance provided to the Project, and a continuing condition binding upon CHDO for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject CHDO, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations and any and all applicable amendments thereto.

I. DAVIS BACON AND RELATED ACTS

CHDO shall ensure that any contract for construction of housing that includes 12 or more dwelling Units will contain a provision requiring the payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C.§276A-5) to all laborers and mechanics employed in the development of any part of the housing and contracts involving their employment shall be subject to the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C.§§327-333) and applicable regulations. Construction contractors and subcontractors, must comply with regulations issued under these acts and with other federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable.

J. CONFLICT OF INTEREST

No officer, employee, or agent of CHDO who exercises any functions or responsibilities with respect to the HOME Program or to the services and work to be performed by CHDO pursuant to this Agreement, during such officer's, employee's, or agent's tenure or for one (1) year thereafter, shall have any personal or financial interest or benefit, direct or indirect, in this Agreement or the proceeds thereof. CHDO shall incorporate or cause to be incorporated in every contract required to be in writing a provision prohibiting such interest pursuant to the purposes of this Section IX.J. Exceptions to the provision are allowed; provided, however, they must meet the requirements of 24 CFR Part 92.356(d).

K. FLOOD DISASTER PROTECTION

1. Notwithstanding any other provision of this Agreement, CHDO shall comply with the Flood Disaster Protection Act of 1973, as amended (P.L. 93-234), and the standards issued thereto. No portion of the HOME Funds granted to CHDO pursuant to this Agreement shall be used for acquisition or construction purposes as defined under Section 3(a) of said act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in an area not in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said act; and the use of any of HOME Funds for such acquisition or construction in such identified areas in communities then participating in the National

Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said act.

2. Any contract or Agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001, et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973, as amended. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

M. ENVIRONMENTAL REQUIREMENTS

1. CHDO shall comply with all applicable environmental laws and regulations in fulfilling its obligations hereunder.

2. Notwithstanding any provisions of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from HUD under 24CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the County's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

3. CHDO will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance, and understands that the violation of this provision may result in the denial of any funds under the Agreement.

N. SITE AND NEIGHBORHOOD STANDARDS

In accordance with 24 CFR 92.251, housing that is newly constructed with HOME funds must meet all applicable local codes, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet the current edition of the, Model Energy Code published by the Council of American Building Officials. CHDO must assure that unit design specifications and necessary inspections of each unit are conducted to meet compliance requirements. File documentation must demonstrate compliance.

O. LEAD-BASED PAINT HAZARDS

Assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations at 24 CFR Part 35, hereby incorporated and made a part of this Agreement by reference. Any funding commitments made by County or CHDO shall be made subject to the provisions for the elimination of lead-based paint hazards under subpart B of said regulations.

P. RELOCATION, DISPLACEMENT AND ACQUISITIONS

CHDO must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this Agreement. CHDO must comply with the applicable provisions of 24 CFR 92.353.

Q. COST PRINCIPLES

CHDO must comply with applicable regulations under OMB Circular No. A-122 and the following requirements of 24 C.F.R. Part 84: §§ 84.2, 84.5, 84.13 through 84.16, 84.26 through 84.28, 84.30, 84.31, 84.34 through 84.37, 84.40 through 84.48, 84.51, 84.60 through 84.62, 84.72, and 84.73 pursuant to 24 C.F.R. 92.505(b).

R. POLITICAL ACTIVITY

1. CHDO shall comply with the applicable provisions of the Political Reform Act of 1974, as amended, relating to conflicts of interest (codified at Texas Government Code Section 87000, *et seq.*). CHDO will promptly advise County of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

2. No portion of the HOME Funds provided to CHDO under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services, or for the employment or assignment of personnel in a manner supporting or resulting in the identification of programs conducted pursuant to this Agreement with the following: (1) any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office; (2) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or (3) any voter registration activity.

3. Participants employed in the administration of County's programs funded by HOME or other Federal funding, and participants whose principal employment is in connection with an activity financed by HOME or other Federal funding or resultant proceeds are subject to limitation on political activities under the Hatch Act (U.S.C. 1502(a), 18 U.S.C. 595). All participants may take part in nonpartisan activities outside working hours.

4. No portion of the HOME Funds provided to CHDO under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the United States Congress.

S. MISCELLANEOUS

1. CHDO shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

2. CHDO shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented by applicable regulations (29 CFR Part 3), as amended. CHDO shall include the requirement the to comply with such provisions in every nonexempt subcontract and shall enforce the requirements as may be required by federal, state or local government.

SECTION X

SUSPENSION AND TERMINATION OF THIS AGREEMENT

A. SUSPENSION AND TERMINATION DUE TO DEFAULT

In the event CHDO fails to materially comply with any terms, covenants or provisions of this Agreement (a "Default"), County may, pursuant to 24 CFR 85.43 and this Section X.A, suspend this Agreement and withhold the award of HOME Funds to CHDO, by providing CHDO with written notice of such suspension (the "Suspension Notice"), until CHDO remedies such Default within the time and in the manner set forth in the Suspension Notice.

B. TERMINATION DUE TO DEFAULT

If a Default occurs or if CHDO fails to remedy a Default within the time and in the manner set forth in the Suspension Notice, County may, pursuant to 24 CFR 85.43 and this Section X.B, terminate this Agreement, by providing CHDO with written notice of such termination (the "Termination Notice"). The Termination Notice shall set forth the effective date of the termination of this Agreement, such date to be at least thirty (30) days following the date of Termination Notice.

C. TERMINATION FOR CONVENIENCE

Pursuant to 24 C.F.R. 85.44, this Agreement may be terminated by mutual agreement of County and CHDO, in which event the parties will mutually agree on the effective date of the termination of this Agreement.

D. REVERSION OF ASSETS

Upon termination of this Agreement pursuant to Sections X.B or X.C hereof, or, with respect to Section X.D.3, at the expiration of the Term of this Agreement:

1. all HOME Funds awarded by County pursuant to this Agreement shall be immediately revoked and any approvals by County related to the Project shall immediately be deemed revoked and canceled;

2. CHDO shall be entitled to receive compensation for services provided, and costs incurred, prior to the effective termination date of this Agreement (the "Termination Date"), but not on or after the Termination Date; and

3. all HOME Funds remaining in CHDO's possession as of Termination Date and all accounts receivable payable to CHDO attributable to the use of HOME Funds awarded to CHDO pursuant to his Agreement and attributed to periods following the Termination Date shall be delivered by CHDO to County within seven (7) business days following the Termination Date.

E. ADDITIONAL REMEDIES

In the event the County determines CHDO is in Default, County may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by CHDO (or any contractor or subcontractor) or take more severe enforcement action against CHDO;

2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

3. Wholly or partly suspend or terminate the current Agreement for CHDO;

4. Withhold further HOME Funds from the CHDO, or

5. Take other remedies that may be legally available.

SECTION XI

RELEASE AND INDEMNIFICATION

A. RELEASE

CHDO hereby releases County and County's elected officials, officers, employees, agents, servants and representatives and their respective heirs, successors and assigns from all

claims and liabilities arising out of, resulting from, or relating to the Project, this Agreement or any other Transaction Document.

B. INDEMNIFICATION

CHDO shall indemnify, defend and save and hold County and County's elected officials, officers, employees, agents, servants and representatives and their respective heirs, successors and assigns (collectively, the "County Indemnitees"), harmless against, and shall reimburse the County Indemnitees for, any damages, liabilities, losses, awards, judgments, assessments, fines, sanctions, penalties, charges, costs, and reasonable attorneys' fees (collectively, "Losses") incurred in connection with any claim, dispute, governmental investigation, inquiry, citation, suit, action, arbitration, legal, administrative or other proceeding of any nature, criminal or civil, at law or in equity (collectively, "Action"), arising out of, resulting from, or relating to, (i) any breach of any representation or warranty of CHDO contained in this Agreement or any other Transaction Document; (ii) any breach or default in the performance of any covenant or agreement of CHDO contained in this Agreement or any other Transaction Document; and (iii) any Action related to the Project, including, but not limited to, the construction, design, development and occupancy of the Project. Notwithstanding anything herein to the contrary, CHDO shall not be obligated to indemnify the County Indemnitees for any losses incurring in connection with any Action arising out of, resulting from, or relating to the gross negligence or intentional misconduct of County Indemnitees.

C. PROCEDURE

Promptly after CHDO receives notice of any Action that is subject to indemnification under this Section XI, CHDO shall give the County written notice of such Action and the details thereof, including copies of all relevant information and documents and, if then known, the amount or method of computation of the amount of Losses relating to the Action. The County Indemnitees will be entitled, at the sole expense and liability of CHDO, to exercise full control of the defense, compromise or settlement of any such Action.

SECTION XII

MISCELLANEOUS PROVISIONS

A. NOTICE

Any notice from one party to the other must be in writing and shall be sufficiently given or made if hand delivered against a written receipt, forwarded by a reputable overnight courier or mailed by United States mail, postage prepaid, by certified mail, return receipt requested, and addressed:

If to CHDO: Proyecto Azteca
Attention: Ann Williams Cass, Executive Director
PO Box 27
San Juan TX 78589

If to County: County of Hidalgo
Urban County Program
Attention: Diana R. Serna, Director
427 E. Duranta Ave, Suite 107
Alamo TX 78516

Any notice forwarded by an overnight courier shall be deemed to have been given on the next business day following the day on which it was forwarded. Any notice mailed shall be deemed to have been given on the third business day following the day on which it was mailed. Either of the parties hereto may at any time give notice in writing to the other of any change of address and thereafter all notices shall be mailed to the new address.

B. TIME OF THE ESSENCE

Time is of the essence with respect to all provisions of this Agreement in which a definite time for performance is specified; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period provided for in this Agreement, if any.

C. INTEGRATION

This Agreement and the agreements and documents referred to herein (including the exhibits hereto) contain the entire agreement and understating of the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to the subject matter hereof. There are no other agreements between or among the parties other than those set forth in this Agreement and the agreements and documents referred to herein. This Agreement includes the following exhibits:

Exhibit A Certification Regarding Lobbying for Agreements, Grants, Loans and Cooperative Agreements.
Exhibit B Insurance Requirements
Exhibit C Affidavit of Standards for Financial Management
Exhibit D CHDO Proposal

D. FURTHER ASSURANCES

CHDO shall execute and deliver all documents and instruments and shall do any and all acts and things reasonably requested by County (a) in connection with the performance of the obligations undertaken by CHDO under this Agreement; (b) to perfect and evidence the transactions contemplated by this Agreement; and/or (c) otherwise to effectuate in good faith the intent of the parties and the purposes of this Agreement.

E. MODIFICATIONS AND AMENDMENTS

1. Except as provided in Section XII.E.2, this Agreement may not be amended modified or amended, in whole or in part, unless such amendment or modification is executed in writing by both parties.

2. Except as otherwise required by applicable law, any modifications or amendments to this Agreement which are required by amendments in applicable federal laws, rules, regulations (including, but not limited to, the Act and the regulations promulgated under the Act), and/or policy directives issued by HUD in connection with the HOME Program (collectively, the "Applicable Law Amendments"), are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by the Applicable Law Amendments. County or CHDO may require that written modification or amendments be made to this Agreement to reflect the Applicable Law Amendments. Notwithstanding anything herein to the contrary, the Applicable Law Amendments shall not modify or amend this Agreement so as to the release County of its obligations set forth in Section VI hereof that accrue prior to the effective date of the Applicable Law Amendments.

F. ASSIGNMENT

This Agreement and the rights, duties and obligations hereunder may not be transferred or assigned by CHDO, whether by merger, consolidation, reorganization, dissolution, operation of law or otherwise without the prior written consent of County. Any attempted transfer or assignment without the County's consent shall be void. Subject to the foregoing, this Agreement and the provisions hereof shall be binding on the parties and their respective permitted successors and permitted assigns.

G. THIRD PARTY BENEFICIARIES

This Agreement is for the sole benefit of the parties hereto, and their respective successors and permitted assigns. Except with respect to Section XI above with respect to the County

Indemnitees, nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective successors and permitted assigns.

H. RELATIONSHIP OF THE PARTIES

The relationship of the parties is that of independent contractor. The parties are not, by virtue of this Agreement or otherwise, in an employer-employee, principal-agent, joint venture or partnership relationship with each other, and each party agrees not to represent to any other persons, or to assert in any other form or forum to the contrary. Neither party is authorized to act as an agent for, or legal representative of, the other party and neither party shall have authority to assume or create any obligation on behalf of, in the name of, or binding upon the other party.

I. REMEDIES AND WAIVER

It is expressly understood and agreed by the parties hereto that any right or remedy provided for in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof.

J. CONSTRUCTION

1. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

2. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision in inconsistent with any prior draft hereof or thereof.

3. Titles and headings of sections in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

4. The recitals set forth in this Agreement are acknowledged by the parties to be true and correct and are incorporated herein by reference for all purposes.

K. GOVERNING LAW

This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Texas, without regard to conflicts of law principles.

L. JUDICIAL ACTION

The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County, Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

COUNTY:

COUNTY OF HIDALGO

By: Diana R. Serna
Its: Director

CHDO:

Affordable Homes of South Texas, Inc

By: Ann Williams Cass
Its: Executive Director

Approved as to form by Steve Crain, Hidalgo County Attorney: September 2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO§

This instrument was acknowledged before me on _____, 2014, by Diana R Serna, as Director of the Urban County Program of County of Hidalgo, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, State of Texas
NAME: _____
My Commission Expires: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO§

This instrument was acknowledged before me on _____, 2014, by Ann Williams Cass, as Executive Director of Proyecto Azteca, a Texas nonprofit organization, on behalf of said nonprofit organization

_____
NOTARY PUBLIC, State of Texas
NAME: _____
My Commission Expires: _____

EXHIBIT A

Certification Regarding Lobbying for
Agreements, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federal Agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Agreement, or modification of any federal Agreement, grant, loan, or cooperative Agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Agreement, grant loan, or cooperative Agreement, the undersigned shall complete and submit standard form –LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subAgreements, subgrants, and Agreement under grants, loans and cooperative Agreements) and that CHDOs certify and disclose accordingly.

This certification is material representation of fact which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 132. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed: _____

Director

_____

Date

EXHIBIT B

INSURANCE REQUIREMENTS

1. CHDO Insurance. CHDO, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects County and any insurance or self-insurance maintained by County shall be excess of CHDO's insurance coverage and shall not contribute to it.

2. Subcontractor(s) Insurance. If CHDO utilizes one or more subcontractors in the performance of this Agreement, CHDO shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CHDO in this Agreement.

3. Types of Insurance and Minimum Limits. The following types of insurance and minimum limits are required for at least the following minimum coverage and limits of liability.

   a. Worker's Compensation written in accordance with the laws of the State of Texas and providing coverage for any and all employees of CHDO in the minimum statutorily required coverage amounts.

   b. Automobile Liability Insurance for each of CHDO's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CHDOs employees or contractors), leased or hired vehicles, in the minimum amount of $300,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle used by CHDO is not a material part of performance of this Agreement and CHDO and County both certify to this fact.

   c. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of $300,000 combined single limit, including coverage for:

      (1) Bodily injury.
      (2) Personal injury.
      (3) Broad form property damage.
      (4) Contractual liability.
      (5) Cross-liability.

4. Other Insurance Provisions.

   a. If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CHDO agrees to maintain the required coverage for duration of this Agreement (hereinafter "post Agreement coverage") and any extensions thereof. CHDO may maintain the required post Agreement

coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post Agreement coverage shall be deemed to be reasonable.

5. Endorsements.

a. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause, with the exception that Endorsement (ii), providing for 30-day notices, is the only endorsement required to be made a part of the Worker's Compensation and Employers' Liability policy coverage.

(1) "The County of Hidalgo, its employees, officers, agents and volunteers are hereby added as additional insurers, but only as respects work done by, for, or on behalf of the named insured under Agreement with the County of Hidalgo."

(2) "Thirty (30) days prior written notice shall be given to the County of Hidalgo in the event of cancellation, reduction in coverage, or non-renewal of this policy for whatever reason."

6. Proof of Coverage.

a. CHDO agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide County on or before the effective date of this Agreement with Certificate of Insurance for all required coverages. Copies of all the required Endorsements required above shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the County of Hidalgo, which shall be provided by CHDO's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the County of Hidalgo at the following address:

County of Hidalgo
Urban County Program
427 E. Duranta Ave, Suite 107
Alamo, TX 78516

Exhibit C

Hidalgo County Urban County Program

Community Housing Development Organization (CHDO) Certification

Affidavit of Standards for Financial Management Systems

Date: _____

Affiant: Ann Williams Cass

Recipient: Hidalgo County – Urban County Program

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

1. Affiant is the Director, President AND/OR Chief Financial Officer of the Recipient and is authorized to make this affidavit on behalf of Recipient.
2. Recipients' financial management systems conform to the financial accountability standards set forth in 24 CFR 84.21, by providing for and incorporating the following:

    a. Accurate, current and complete disclosure of the financial results of each federally-sponsored project;
    b. Records, which identify the source and application of funds for federally-sponsored activities. These records contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest;
    c. Control over and accountability for all funds, property and other assets; adequate safeguards of all such assets shall be adopted to assure that all assets are used solely for authorized purposes;
    d. Comparison of outlays with budget amounts for each award;
    e. Written procedures to minimized the time elapsing between the receipt of funds and the issuance of redemption of checks for program purposes by the recipient;
    f. Written procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of Federal cost principles [Circular A-122] and the terms and conditions of the award;
    g. Accounting records, including cost-accounting records, that are supported by source documentation.

Affiant signature: _____

Title: Executive Director

Subscribed and sworn before me on the __day of _____, 2014,

by Ann Williams Cass, on behalf of Proyecto Azteca

_____ My commission expires:_____

Notary Signature

Seal:

Exhibit D

CHDO Proposal

AGREEMENT FOR GRANT OF HOME FUNDS

THIS AGREEMENT FOR GRANT OF HOME FUNDS (this "Agreement") is made and entered into on October 14, 2014 ("Effective Date") by and between the County of Hidalgo ("County"), a political subdivision of the State of Texas, and PROYECTO AZTECA ("CHDO"), a Texas nonprofit corporation.

RECITALS:

WHEREAS, County has entered into an agreement with the US Department of Housing and Urban Development ("HUD") to receive HOME Funds as that term is defined in 24 C.F.R. 92 ("HOME Funds"), which funds are administered by the County's Urban County Program through its HOME Investment Partnerships Program (the "HOME Program");

WHEREAS, County has set aside a portion of its HOME Program's funds for community housing development organizations in accordance with the National Affordable Housing Act of 1990, as amended;

WHEREAS, County has designated the above named organization as a community housing development organization or CHDO pursuant to HUD rule 24 CFR Part 92, which sets forth regulations to implement the HOME Program;

WHEREAS, CHDO has submitted a proposal for use of HOME Funds to develop affordable housing pursuant to the HOME Program; and

WHEREAS, County desires to engage the CHDO to render certain assistance as a developer of affordable housing in conformance with 24 CFR Part 92.300;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth in this Agreement, and subject to the terms and conditions hereof, County and CHDO hereby agree as follows:

SECTION I

DEFINITIONS

A. SPECIFIC

When used in this Agreement, the following terms shall have the respective meanings set forth below:

1. "Act" shall mean the HOME Investment Partnerships Act at Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 U.S.C. §§12701 et. seq.

2. "Action" shall have the meaning given such term in Section XI.B of this Agreement.

3. "Affordability Period", with respect to any Unit, shall mean the period of years set forth below during which the home buyer is required to occupy the Unit as the home buyer's principal residence, commencing on the closing of the home buyer's purchase of the Unit, which shall vary depending on the amount of HOME Funds provided to home buyer for the Unit:

HOME Funds Assistance per Unit	Affordability Period
Under $15,000	5 years
$15,000 up to and including $40,000	10 years
Over $40,000	15 years

4. "Affordable Housing" shall have the meaning assigned to it under 24 C.F.R. 92.2 and C.F.R. 92.203.

5. "Agreement" shall have the meaning given such term in the introductory paragraph above.

6. "Applicable Law Amendments" shall have the meaning given such term in Section XII.E.2 of this Agreement.

7. "Applicable Laws" shall have the meaning given such term in the introductory paragraph of Section IX of this Agreement.

8. "CHDO" shall have the meaning given such term in the introductory paragraph above.

9. "CHDO Policies Manual" shall mean County's HOME Division Community Housing Development Organizations Policies Manual, as it may be amended by County from time to time.

10. "CHDO Proceeds" shall mean proceeds retained by CHDO in accordance with 24 C.F.R. 92.300(a)(2).

11. "CHDO Proposal" shall mean the proposal submitted by CHDO to the County for fiscal year 2014 concerning CHDO's proposed participation in the HOME Program, a copy of which is attached hereto as "Exhibit D".

12. "County" shall have the meaning given such term in the introductory paragraph above.

13. "County Indemnitees" shall have the meaning given such term in Section XI.B of this Agreement.

14. "Default" shall have the meaning given such term in Section X.A. of this Agreement.

15. "Developer's fee" shall mean a fee payable to CHDO as compensation for the services performed hereunder and, unless other agreed in writing by the parties, will be earned and paid on a per unit basis.

16. "Effective Date" shall have the meaning given such term in the introductory paragraph above.

17. "Home buyer" or "home owner" shall mean the individual to whom the CHDO is providing assistance pursuant to the HOME Program.

18. "HOME Funds" shall have the meaning given such term in the first recital above.

19. "HOME Program" (also called "HOME") shall have the meaning given such term in the first recital above.

20. "HUD" shall have the meaning given such term in the first recital above.

21. "Judicial Action" shall have the meaning given such term in Section XII.B of this Agreement.

22. "Losses" shall have the meaning given such term in Section XI.B of this Agreement.

23. "Low-Income Families" shall have the meaning assigned to it under 24. C.F.R. 92.2.

24. "Owner Investment Returned First" shall mean the recapture option defined under 24 C.F.R. 92.254(a)(5)(ii)(A)(4).

25. "Project" means all services and obligations provided by the CHDO pursuant to this Agreement and, with respect to a particular Unit, means the portion of such services and obligations applicable to the Unit.

26. "Right of first refusal" shall mean the CHDO's right to repurchase property for which the home owner received assistance from the Project.

27. "Right of First Refusal Agreement" shall mean a Right of First Refusal, Option to Purchase, and Agreement Regarding Distribution of Proceeds entered into among the County, the CHDO and a home owner.

28. "Section 3" shall have the meaning given such term in Section IX.H.1 of this Agreement.

29. "Suspension Notice" shall have the meaning given such term in Section X.A of this Agreement.

30. "Term of this Agreement" shall mean the period commencing on the Effective Date and terminating on August 31, 2017, unless sooner terminated as herein provided.

31. "Termination Date" shall have the meaning given such term in Section X.D.2 of this Agreement.

32. "Termination Notice" shall have the meaning given such term in Section X.B of this Agreement.

33. "Transaction Document" shall mean (i) each document delivered by CHDO to County pursuant to this Agreement and (ii) each agreement entered into by CHDO pursuant to this Agreement, including without limitation the Homebuyer Assistance Contract and the Right of First Refusal Agreement.

34. "Unit" shall have the meaning given such term in Section II.A.2 of this Agreement.

B. GENERAL

References in this Agreement to "Sections" and "Exhibits" shall be to the Sections and Exhibits of this Agreement, unless otherwise specifically provided. Where the context or construction otherwise requires, all words applied in the plural shall be deemed to have been used in the singular, and vice versa. The masculine shall include the feminine and neuter, and vice versa; and the present tense shall include the past and future tense, and vice versa.

SECTION II

PROJECT DESCRIPTION, SCHEDULE AND BUDGET

A. PROJECT DESCRIPTION

1. During the Term of this Agreement, County agrees to grant CHDO $400,000 utilizing FY 2014 HOME funds for the Project, subject to the conditions of this Agreement.

2. During the Term of this Agreement, CHDO shall, pursuant to the terms of this Agreement, perform all professional, technical and construction services necessary to complete the construction, development and occupancy of a total number of five (5) affordable housing units (each, a "Unit").

3. The Units will be located in the County of Hidalgo, Texas, and outside of the city limits of the cities of McAllen, Mission, Edinburg and Pharr.

4. CHDO will sell Units only to low-income families whose annual incomes, as calculated pursuant to 24 C.F.R. 92.203, qualify for assistance under the HOME Program, including without limitation pursuant to 24 C.F.R. 92.254.

5. CHDO will provide five(5) low-income families (80% and below the area median income), qualified buyers with homebuyer education, general construction services and long-term flexible financing.

6. All work will be performed in essentially the manner proposed in the CHDO Proposal.

7. CHDO's services with respect to the Project include, without limitation, satisfaction of all CHDO obligations under this Agreement, including without limitation those set forth in Sections III, IV, V, VIII and IX hereof.

B. PROJECT SCHEDULE

1. CHDO agrees to complete the Project, as required by this Agreement, in accordance with the timetable set forth below:

Activity	Deadline
Environmental Review	June, 2015
Acquisition	June, 2015
Securing/Packaging Project Financing	October, 2014
Securing Pre-qualified Prospective Buyers	October, 2014
Homeownership Counseling	August, 2016
Construction Specifications and Cost Estimates	August, 2016
Construction Bids	August, 2016
Anticipated Draws	September, 2016
Construction Start (last unit)	June, 2017
End Construction (last unit)	August, 2017
Sign Sales Contract (last unit)	August, 2016
Sale/Loan Closing (last unit)	August, 2017

2. Without limiting the generality of Section XII.B, CHDO acknowledges and agrees that compliance with the schedule set forth in Section II.B.1, including timely completion of the work specified in this Agreement in order to complete units on the specified schedule, is an integral and essential part of CHDO's performance. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of Federal funds if such deadlines are not met. By the acceptance and execution of this Agreement, it is understood and agreed by CHDO that the Project will be completed as expeditiously as possible and that CHDO will make every effort to ensure that the Project will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this Agreement and the revocation of the HOME funds.

3. CHDO shall include appropriate provisions to be inserted into all contracts or subcontracts related to the Project to ensure the Project will be completed according to the schedule set forth in Section II.B.1.

4. In the event CHDO is unable to meet the above schedule because of delays resulting from acts of God, untimely review and approval by County and other governmental authorities having jurisdiction over the Project, or other delays that are not caused by CHDO, County shall grant a reasonable extension of time for completion of the work. It shall be CHDO's responsibility to notify County promptly in writing whenever a delay is anticipated or experienced and to inform County of all facts and details related to the delay.

C. PROJECT BUDGET

1. County will make HOME Funds available to CHDO in the amount of set forth in Section II.A.1 for the implementation of the Project, subject to the terms and conditions of this Agreement. In addition, CHDO will leverage $185,147 in public and private financing for below-market mortgages for completion of the Project. Such funds will be allocated as follows:

	HOME Funds	Leverage Funds	Total Cost
Pre-Development	$_____	$_____	$_____
Acquisition	$_____	$ 57,500	$ 57,500
Construction	$ 400,000	$ 27,500	$ 442,500
Hard Costs	$_____	$_____	$_____
Soft Costs	$_____	$ 100,147	$ 100,147

2. CHDO shall promptly provide a specific working budget to County incorporating and supplementing the information set forth in Section II.C.1, and identifying all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line items.

SECTION III

CHDO'S WARRANTIES, REPRESENTATIONS AND OBLIGATIONS

The project shall be administered in accordance with, and CHDO shall comply with, the Act, including implementing federal regulations contained in 24 CFR Part 92; the CHDO Policies Manual and the CHDO Proposal. CHDO shall also perform all activities in accordance with the terms of Project Description (Section II.A), Project Schedule (Section II.B), Project Budget (Section I.C), Certifications ("Exhibit A"); and all other statements made by CHDO in its CHDO Proposal for the project funded under this Agreement; and with all other terms, provisions, and requirements set forth in this Agreement.

A. AFFORDABILITY

The County will enforce the Recapture Policy as defined in Section IV.E of the CHDO Policies Manual in order to address the continued affordability of housing units acquired with HOME funds.

1. CHDO shall utilize the following documents:

    a. Homebuyer Assistance Contract,
    b. First and Second Lien Deeds of Trust,
    c. First and Second Lien Real Estate Notes, and
    d. Right of First Refusal Agreement,

    each in form satisfactory to County and based on the County forms, to address key recapture provisions such as affordability period, principal residency and transfer of title to property. All documents between the CHDO and the home buyer shall provide that the CHDO's rights transfer to County in the event the CHDO ceases operating as a CHDO under the HOME Program, merges with another entity (without the prior written consent of the County to continue this Agreement with such merged entity), terminates, dissolves, liquidates or its existence as an entity is otherwise forfeited. CHDO shall cause the Deeds of Trust and the Right of First Refusal Agreement to be promptly recorded in the real property records of the Hidalgo County Clerk and promptly return the original, recorded document to County. County shall also be given the original of any other agreement to which it is a party.

2. CHDO shall conduct principal residency verifications on Units throughout the duration of the affordability period.

3. CHDO shall utilize the HOME-Assisted Unit Tracking Report as a tracking mechanism for principal residency.

4. CHDO shall ensure that all or a portion of HOME funds are recouped should the unit cease to be the home owner's principal residence, dependant upon the type of loan the home owner has received. The CHDO must, to the extent allowed by applicable law, require the home owner repay the entire HOME funds as follows:

    a. If given a forgivable loan, the County will require that the entire HOME funds are returned.

    b. If the loan is amortized, the home owner will be liable to return the total HOME funds minus any HOME principle payments paid to date.

    All such funds shall be paid to the County.

5. CHDO shall ensure fulfillment of the "*Owner Investment Returned First*" recapture option by allowing the home owner to recover their full investment (the home owner's original downpayment plus principal payments the home owner made on the loan) from net proceeds in the event that there is a voluntary or involuntary transfer of title.

6. CHDO understands that it is the CHDO's obligation to ensure the County is paid the total amount of all funds that are to be recaptured.

7. CHDO shall have the *"right of first refusal"* to repurchase the property in case of voluntary or involuntary transfer of title, and shall use the Right of First Refusal Agreement, in form satisfactory to County and based on the County form, with all home owner's receiving assistance pursuant to the Program in order to secure such right.

8. CHDO shall not allow a loan payoff by the client before the affordability period is over and will only accept such transaction, which will be handled on a case by case basis, if there is an involuntary transfer of title.

9. CHDO shall clearly explain all affordability requirements as listed under this Section III.A.1-8 at loan closing and obtain an affidavit signed by the home buyer as evidence of the home buyer's understanding of and commitment to these obligations.

10. Unless otherwise specified in writing by County, County will take a lien on real property purchased by the CHDO for home ownership projects and/or liens on individual home buyer's property to secure the County's investment during the Affordability Period, which lien will be released following the end of the affordability period. CHDO shall not acquire any real property with funds obtained pursuant to this Agreement or subsequently transfer any such property to a home buyer without confirming whether the County will place a lien on the real property and, if so, executing and recording the appropriate lien documentation.

11. CHDO agrees that the County has the right to enforce the terms of this Agreement and the Transaction Documents to the maximum extent allowed by law.

B. LEGAL AUTHORITY

1. CHDO represents and warrants that CHDO possesses the legal authority to enter into this Agreement, to receive HOME Funds authorized by this Agreement, and to perform the services CHDO has obligated itself to perform hereunder.

2. Each person signing and executing this Agreement on behalf of CHDO, or representing themselves as signing and executing this Agreement on behalf of CHDO, does hereby represent, warrant and guarantee that such persons have been duly authorized by CHDO to execute this Agreement on behalf of CHDO and to validly and legally bind CHDO to all terms, performances, and provisions herein set forth.

C. SUBCONTRACTS

1. Except for subcontracts to which the federal labor standards requirements apply, CHDO may not subcontract for performances described in this Agreement without obtaining County's prior written approval. CHDO shall only subcontract for performances described in this Agreement to which the federal labor standards requirements apply after CHDO has submitted a Subcontractor Eligibility form, as specified by County, for each such proposed subcontract, and CHDO has obtained County's prior written approval, based on the information submitted, of CHDO's intent to enter into such

proposed subcontract. CHDO, in subcontracting for any performances described in this Agreement, expressly understands that in entering into such subcontracts, County is not in any manner liable to CHDO's subcontractor(s).

2. In no event shall any provision of this Section, specifically the requirement that CHDO obtain County's prior written approval of a subcontractor's eligibility, be construed as relieving CHDO of the responsibility for ensuring that the performances rendered under all subcontracts are rendered as so as to comply with all of the terms of this Agreement, as if such performances rendered were rendered by CHDO. County's approval of subcontractor's eligibility under this Section does not constitute adoption, ratification or acceptance of CHDO's or subcontractor's performance hereunder. The act of approval of subcontractor's eligibility under this Section does not waive any right of action which may exist or which may subsequently accrue to County under this Agreement. County retains at all times the right to insist upon CHDO's full compliance with the terms of this Agreement.

3. CHDO shall comply with all applicable federal, state, and local laws, regulations, and ordinances when making procurements under this Agreement.

4. CHDO shall comply with all applicable federal, state, and local laws, regulations and ordinances for the Term of this Agreement.

D. DEBARRED CONTRACTORS

In accordance with the provisions of 24 CFR, Part 24, relating to the employment, engagement of services and awarding of contracts, CHDO shall not employ, award contract to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by HUD. In addition, County shall have the right to suspend or terminate this Agreement if CHDO is debarred, suspended, proposed for debarment, or ineligible from participating in the HOME Program.

E. HOME PROGRAM

1. CHDO acknowledges and agrees that its performance of its obligations under this Agreement must be rendered in accordance with the Act, the regulations promulgated under the Act, the assurances and certifications made to County by CHDO, and the assurances and certifications made to HUD by County with regard to the operation of the HOME Program. Based on these considerations, and in order to ensure the legal and effective performance of this Agreement by the parties, it is agreed that performances under this Agreement are amended by the provisions of the HOME Program, any amendments thereto, and any policy directives that may be issued by HUD that serve to establish, interpret or clarify performance requirements.

2. It is understood that CHDO has certified that it is and will maintain Community Housing Development Organization status for the Term of the Agreement in accordance with 24 CFR 92. CHDO agrees to provide information as may be requested

by County to document its continued compliance, including but not limited to an annual board rooster and certification of continued compliance.

3. All funds CHDO retains as CHDO Proceeds from this Project shall be used in compliance with 24 CFR 92.300(a)(2).

F. INSURANCE

1. Requirements. CHDO shall have in force throughout the term of this Agreement insurance coverage consistent with the requirements in Exhibit B. A certificate to that effect will be provided to County at least ten (10) days prior to start of construction.

2. Notice to the County. CHDO shall require its insurance policies to provide that the HOME Manager of County or such other person designated by County in writing shall be given thirty (30) days advance notice by the insurer prior to cancellation, nonrenewal, or material change of the insurance policies required by this Section III.F. The insurer shall be subject to approval by the County.

3. Compliance. Failure to maintain required insurance will be cause for the County to take control of the Units and will cancel any claim that CHDO may have to the use of the Units. CHDO shall provide County with certificates of insurance reflecting all coverages required in Exhibit B, and shall, upon request of County, promptly provide County with copies of the insurance policies.

4. Right to Re-evaluate and Adjust Limits. The County shall retain the right to reevaluate the insurance requirements and adjust the coverage limits upon thirty (30) days written notice. Insurance coverage limits shall be adjusted no more frequently than once a year.

G. SPONSORSHIP

CHDO agrees to acknowledge the sponsorship of the County at any event promoting the project or any other project sponsor. As such, CHDO shall give credit to County as the project-funding source in all presentations, written documents, publicity and advertisements regarding the development.

H. LITIGATION AND CLAIMS

CHDO shall give County immediate notice of any Action, including any proceeding before an administrative agency filed against CHDO in connection with this Agreement or the HOME program and any claim against CHDO, the cost and expense of which CHDO believes it may be entitled to be reimbursed by County. Except as otherwise directed by County, CHDO shall furnish immediately to County copies of all pertinent papers received by CHDO with respect to such Action or other claim.

SECTION IV

DISBURSEMENTS

A. RELEASE OF FUNDS

1. County shall not release any funds for any costs incurred by CHDO under this Agreement until County has received certification (in the form attached hereto as "Exhibit C") from CHDO that its fiscal control and fund accounting procedures are adequate to assure the proper disbursal of and accounting for funds provided under this Agreement. CHDO understands and agrees that by the execution of this Agreement County shall assume the responsibilities for environmental review, decision making, and other actions in accordance with and to the extent specified in 24 CFR 92.352 and 24 CFR, Part 58. However, if CHDO has staff experience and/or means to perform the environmental review, CHDO may request in writing, from County, approval to perform such review.

2. Payments to CHDO hereunder consist of (a) reimbursement for actual expenses incurred or paid and (b) developer's fees.

B. REQUESTS FOR REIMBURSEMENT AND DEVELOPER'S FEES

County will provide funds under this Agreement in accordance with the requirements of 24 CFR 92.502. CHDO may not request reimbursement of funds under this Agreement until funds are needed for payment of eligible costs and in accordance with 24 CFR 92.206-208 and CHDO Policies Manual Section III. It is expressly understood and agreed by the parties hereto that payments under this Agreement are contingent upon CHDO's full and satisfactory performance of its obligations under this Agreement. County reserves the right to recapture unexpended funds provided under this Agreement in the event County determines that CHDO will be unable to expend funds within the prescribed time as determined by County. County shall not be liable to CHDO for any costs incurred or performance rendered by CHDO before commencement or after termination of this Agreement.

1. Request for Reimbursement Submittals. The requests for reimbursement shall include an invoice and other supporting documentation for expenses incurred along with the County Request for Reimbursement cover sheet. For the purpose of expedience and in order to ensure that requests for reimbursement are processed the week that they are delivered to the County, completed requests must be submitted no later than 12 noon on Tuesday of that week. Any request (or supporting documentation) received after the cut-off may be held for processing until the following week. Funds will be disbursed within thirty (30) days provided all required supporting documentation has been submitted. All such expenses shall be in conformance with 24 C.F.R. 92.206 and applicable HUD disbursement requirements.

2. Inspections. When a request is submitted indicating that a unit is at 50% and/or 100% complete, County will perform an inspection on the unit in order to confirm the

applicable completion threshold needed to process the payment. County will also accept as confirmation a Certificate of Occupancy or inspection report from a certified inspector indicating the completion threshold. Payment will not be made unless the applicable completion threshold is confirmed as provided herein.

3. Developer's Fees. When applicable, the County will allow for the payment of developer's fees in order to ensure completion of specific project milestones. This fee will only be payable if it has been negotiated and agreed in writing between the County and the CHDO prior to acquisition of the property on which the CHDO will construct the unit. With respect to any unit, progress payments of developer's fees will not exceed the cumulative maximum percentages of total developer's fees listed below. The request for payment must include appropriate documentation that justifies the payment for services rendered and will be paid according to the following schedule:

Milestone	Documentation	Max. Cumulative Developer's Fee %
Acquisition Closing	Settlement Statement	25%
50% Construction Complete	50% Passed - Inspection Report	50%
100% Construction Complete	100% Passed – Inspection Report/ Certificate of Occupancy	75%
Home Buyer Loan Closing	Settlement Statement and Final Property Development Budget	100%

If multiple projects or units are involved, and the parties have so agreed in writing, the developer's fee may be pro-rated to each building or project, and the applicable percentage may be applied to each.

4. Prohibition Against Payments of Bonuses or Commissions. The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purposes of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Acts of 1974 or 1977, or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

5. County reserves the right to inspect records and project sites to determine that reimbursement and developer fee requests are reasonable. County reserves the right to hold payment until adequate documentation has been provided to and reviewed by County.

SECTION V

REPORTING REQUIREMENTS

CHDO shall submit to County such reports on the operation and performance of this Agreement as may be required by County including but not limited to the reports specified in this Section V. In addition, CHDO shall provide County with all reports necessary for compliance with 24 CFR 92.509 and 24 CFR Part 92, Subpart L and those reports listed in the CHDO Policies Manual Section VII. In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed by the parties hereto that if CHDO fails to submit to County in a timely and satisfactory manner any report or supporting documentation required by this Agreement, County may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by CHDO hereunder. If County withholds such payments, it shall notify CHDO in writing of its decision. Payments withheld pursuant to this paragraph may be held by County until such time as the delinquent obligations for which funds are withheld are fulfilled by CHDO.

A. PRELIMINARY DOCUMENTATION

Before the CHDO is able to begin construction of a unit, a Preliminary Project Summary must be submitted to the County for project level approval. The Preliminary Project Summary will include the following documents:

1. The Estimated Project Development Budget includes all anticipated costs and funding sources for the development of the project.

2. Along with the Estimated Project Development Budget, the CHDO shall submit all documentation utilized to determine home buyer eligibility as follows:

    a. CHDO Board Approval of Home Buyer
    b. Conflict of Interest Affidavit
    c. Part 5 Income Calculation Sheet
    d. Current Check Stubs (last three consecutive months) OR Verification of Employment
    e. Self Employment Earnings Documentation (if applicable)
    f. Unemployment Letter (if applicable)
    g. Child Support Benefits Letter (if applicable)
    h. Social Security and/or Disability Benefits Award Letter (if applicable)
    i. Copy of Bank Statements – (Checking Account, last six consecutive months or Savings account, most recent month) OR Verification of Assets on Deposit (if applicable)
    j. Recorded Divorce Decree (if applicable)
    k. Identification Card (DL/SSN/BC)
    l. Purchase Order Request Letter
    m. Commitment Letter to Home Buyer
    n. Copy of Loan Application

o. Good Faith Estimate
p. Underwriting Worksheet
q. Builder's Contract/Plans & Specs
r. Homebuyer Class Certificate

While not every item in this Section V.A.2 will be applicable to each home buyer, the CHDO must submit all documents that are applicable to the particular home buyer.

B. PROJECT DEVELOPMENT

County will track the development of each individual project by assessing requests for reimbursements, processing of developer's fees payments and inspections. CHDO shall promptly provide all documentation required by County hereunder.

C. FINAL DOCUMENTATION

Once construction of the unit is complete, CHDO shall provide County with the Final Project Summary, which will include the following:

1. The Final Project Development Budget, including actual costs and funding sources for the completion of the project. This worksheet will identify the total direct and development subsidies, which will allow for the calculation of the project's affordability period.

2. The CHDO Proceeds Calculation form.

3. Home Buyer Information, including information pertaining to household size, income levels, racial characteristics, and the presence of female headed households in order to determine low and moderate-income benefit.

4. Home Buyer Closing Documents. Once the sale of the unit has occurred, CHDO shall submit final closing documents, including the following:

    a. Homebuyer Assistance Contract
    b. Final Appraisal Report
    c. Copy of Recorded 1st and 2nd Lien Deeds of Trust
    d. Copy of 1st and 2nd Lien Real Estate Note
    e. Copy of Settlement Statement
    f. Copy of Truth-in-Lending Disclosure
    g. Final 100% Inspection Report OR Certificate of Occupancy
    h. Copy of Home Owner's Insurance
    i. Copy of Recorded Right of First Refusal Agreement
    j. Any other documents required by County

D. ANNUAL REPORTS

Assisted Unit Tracking Report. CHDO shall submit the Assisted Unit Tracking Report to the County no later than fifteen (15) calendar days past the County fiscal year ending date (June 30th). This report is comprised of the following two sections listing all County funded units that are within their specified affordability period and have generated or are currently generating CHDO proceeds.

1. Affordability and Principle Residency. This section of the report will provide detailed information regarding unit occupancy for the purpose of tracking affordability and principle residency compliance.

2. CHDO Proceeds. This section of the report will include unit proceeds origination, amount and utilization type (rehab., acquisition, construction, etc.).

E. CHDO PROCEEDS

The HOME Final Rule, 24 CFR 92.300(a)(2), allows County the option of permitting CHDOs to retain any "proceeds" resulting from the CHDO's investment of its CHDO set-aside funds or requiring the CHDO to return these proceeds to the participating jurisdiction – which will be categorized as program income. CHDO Proceeds include, but are not limited to, the permanent financing of a CHDO project which is used to pay off a CHDO financed construction loan; the sale of CHDO developed homeownership housing; the principal and interest payments from a loan to a buyer of CHDO developed homeownership housing. All CHDO Proceeds shall be retained by the CHDO; such CHDO Proceeds, however, must be re-invested by CHDO and applied towards housing activities for low and moderate income individuals and families including, but not limited to, acquisition, construction and rehabilitation of home ownership projects in accordance with the Act and applicable regulations. The CHDO shall submit CHDO Proceeds reports as described within Sections V.C.2 & V.D.2.

SECTION VI

COUNTY'S OBLIGATIONS

1. In consideration of full and satisfactory performance of CHDO's obligations pursuant to this Agreement, including without limitation the activities referred to in Section II.A., County shall make payment under the grant for the actual and reasonable costs incurred by CHDO during the Term of the Agreement rendered under this Agreement by CHDO, subject to the limitations set forth in this Section VI.

    a. It is expressly understood and agreed by the parties hereto that County's obligations under this Section VI are contingent upon the actual receipt of adequate federal funds to meet County's liabilities under this Agreement. If such adequate funds are not available to make all payments under this Agreement, County shall notify CHDO in writing within a reasonable time after such fact is determined, and County may

then terminate this Agreement and will not be liable for failure to make payments to CHDO under this Agreement.

b. County shall not be liable to grant CHDO money for any costs incurred by CHDO, or any portion thereof, which have been paid to CHDO or is subject to payment to CHDO, or has been reimbursed to CHDO or is subject to reimbursement to CHDO by any source other than County.

c. County shall not be liable to grant CHDO money for any costs incurred by CHDO which are not allowed costs, as set forth in 24 CFR 92.206, the CHDO Policies Manual or pursuant to this Agreement. Funds provided under this Agreement may not be used for payment of prohibited activities as defined in 24 CFR 92.214.

d. County shall not be liable to grant CHDO money for any costs incurred by CHDO or for any performances rendered by CHDO which are not strictly in accordance with the terms of this Agreement.

e. County shall not be liable to grant CHDO money for any costs incurred or performances rendered by CHDO before commencement of this Agreement or after termination of this Agreement.

f. County shall not be liable to grant CHDO money for any costs incurred by CHDO for any unit that exceeds the per-unit subsidy dollar limitation established under Section 221(d)(3) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)).

2. Notwithstanding any other provision of this Agreement, the total of all payments and other obligations incurred by County under this Agreement shall not exceed the sum of $400,000.

SECTION VII

PRICE ADJUSTMENTS

A. PROCEDURE FOR REQUESTING PRICE ADJUSTMENTS

In the event CHDO desires a price adjustment during a period of national crisis and unstable economic conditions, which lead to unforeseen price increases elevating costs of goods and services contracted on an annual basis, the following procedure will be used to mediate price volatility:

1. CHDO may request price adjustments for contracts entered into by CHDO and a supplier in connection with the Project, by providing a written request to the County's Purchasing Agent. Such written request must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document, and be accompanied by a certified copy of the supplier's advisory or notification to CHDO of the price changes.

2. CHDO must, at its sole cost and expense, include the County's Purchasing Agent on the mailing lists for publications that support the CHDO's request for the price adjustment so that the Purchasing Agent can monitor the price changes.

3. In making a determination on a request for price adjustment, the County's Purchasing Agent may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract. The County's Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of County.

4. No price increase will be authorized in excess of the amount of the increase referred to in the supplier's notice to CHDO and the total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

5. County may only grant a price increase if the evidence presented is deemed reliable by County, in County's sole discretion. In the event County allows a price increase, the approved price change shall be honored for all orders received by CHDO or the supplier after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at the time of the price change.

B. TIME FRAME FOR ADJUSTED PRICE INCREASES

Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless CHDO notifies County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the CHDO is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County's Purchasing Agent shall have sole discretion whether to grant the price increase extension. The County shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to CHDO at any time upon written notice from County to CHDO demonstrating justification for such reduction, elimination or extension of the price adjustment.

C. ALLOWABLE REVIEW PERIODS

Price adjustment reviews may only be requested by CHDO on a quarterly basis. However, County may, at its own discretion, conduct temporary price adjustment reviews at any time. The County's Purchasing Agent and/or the County's Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice to CHDO and during normal business hours.

D. PRICE REDUCTION

CHDO shall notify County at the time when the CHDO's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this Agreement shall be reduced accordingly. Failure by the CHDO to notify the County of a decrease in costs for items and/or supplies for which the CHDO was granted a price adjustment, may result in immediate termination of this Agreement and County shall not be obligated to pay CHDO the difference between the contract price and the price adjustment.

SECTION VIII

RECORDS, MONITORING AND AUDITING

A. RETENTION AND ACCESSIBILITY OF RECORDS

1. CHDO shall maintain records of the receipt, accrual, and disposition of all CHDO Proceeds as required for all funds under this Agreement.

2. CHDO must establish and maintain those records listed under 24 CFR 92.508 and other records as may be determined by County.

3. CHDO shall give the County, the Comptroller of the United States, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by CHDO pertaining to this Agreement. Such right to access shall continue as long as the records are retained by CHDO. CHDO agrees to maintain such records in an accessible location.

4. All records pertinent to this Agreement shall be retained by CHDO for five years following affordability period, completion of construction or of submission of the final closeout reports, whichever is later, with the following exceptions:

    a. If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

    b. Records relating to real property acquisition shall be retained for the period of affordability required under 24 CFR 92.254 or 24 CFR 92.252 as applicable, plus five years.

    c. Records covering displacement and acquisitions must be retained for at least five years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 CFR 92.353.

5. CHDO must provide citizens, public agencies, and other interested parties with reasonable access to records consistent with the Texas Public Information Act, TEXAS GOVERNMENT CODE, Chapter 552.

6. CHDO shall include the substance of Section VIII.A.2-5 in all subcontracts.

B. MONITORING

The County reserves the right to carry out field inspections to ensure compliance with the requirements of this Agreement. CHDO shall attend a preconstruction meeting prior to first construction draw. After each monitoring visit, County shall provide CHDO with a written report of the monitor's finding. If the monitoring reports note deficiencies in CHDO's performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by CHDO. Failure by CHDO to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X.A & X.B of this Agreement.

C. AUDITING

1. Unless otherwise directed by County, CHDO shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Agreement, subject of the following conditions and limitations:

   a. CHDO shall have an audit and/or financial statement made in accordance with 24 CFR 92.506, 24 CFR Part 85.26 or OMB Circular A-133 and the CHDO Policies Manual for any of its fiscal years included within the term of this Agreement in which CHDO receives more than $500,000 in federal financial assistance provided by a federal agency in the form of grants, agreements, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but federal financial assistance does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of state and local government.

   b. At the option of CHDO, each audit required by this section may cover either CHDO's entire operations or each department, agency, or establishment of CHDO which received, expended or otherwise administered federal funds.

   c. CHDO may utilize funds budgeted under this Agreement to pay for that portion of the cost of such audit services properly allocable to the activities funded by County under this Agreement, provided, however, that County shall not make payment for the cost of such audit services until County has received such audit report from CHDO.

   d. Unless otherwise specifically authorized by County in writing, CHDO shall submit the report of such audit to County within thirty (30) days after completion of the audit,

but no later than one (1) year after the end of each federal fiscal period included within the tem of this Agreement. Audits performed during this Agreement period are subject to review and resolution by County or its authorized representative.

e. As part of its audit, CHDO shall verify expenditures made according to Section II.C.

2. County reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Agreement. CHDO agrees to permit County or its authorized representative to audit CHDO's records and to obtain any documents, materials, or information necessary to facilitate such audit. CHDO shall provide an annual audit to County of funds received in performance of this Agreement.

3. CHDO understands and agrees that it shall be liable to County for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Agreement, which includes audits by County and by HUD. CHDO further understands and agrees that reimbursement to County of such disallowed costs shall be paid by CHDO from funds which were not provided or otherwise made available to CHDO under this Agreement.

4. CHDO shall take necessary action to facilitate the performance of such audit or audits conducted pursuant to this Section VIII.C as County may require of CHDO.

5. All approved HOME audit reports shall be made available for public inspection within 30 days after completion of the audit.

SECTION IX

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAW

CHDO agrees, covenants and warrants that CHDO will comply with all applicable federal, state and local laws, ordinances, codes, rules, regulations relating to this Agreement and the Project ("Applicable Laws"), including, but not limited to, the Act, 24 C.F.R. Part 92, and any other Applicable Laws referenced in this Agreement and this Section IX.

A. FAITH-BASED ACTIVITIES

In the event that CHDO can be considered a religious or faith-based organization, CHDO shall comply with the provisions of 24 C.F.R. 92.257.

B. FAIR HOUSING

CHDO shall administer the HOME Funds in a manner that provides housing that is suitable from the standpoint of facilitating and furthering full compliance with the applicable provisions of title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d—2000d-4), the Fair Housing Act (42 U.S.C. 3601 *et seq.,* E.O. 11063 (3 C.F.R., 1959-1963 Comp., p. 652), Age Discrimination Act of 1975, as amended (42 U.S.C. 6101—6107), 24 C.F.R. 5.105(a), and

HUD regulations issued pursuant thereto; and that promotes greater choice of housing opportunities.

C. NON-DISCRIMINATION

In the selection of occupants for Units, CHDO shall comply with all non-discrimination requirements of 24 C.F.R. 92.350.

D. ACCESSIBILITY FOR PERSONS WITH DISABILITIES

CHDO shall comply with the Uniform Federal Accessibility Standards set forth in 24 C.F.R., Part 40, Appendix A. Section 504 of the Rehabilitation Act of 1973 (prohibits discrimination based on physical handicap) (Pub.L. 93-112), as amended, and implementing regulations when published for effect.

E. AFFIRMATIVE MARKETING

1. CHDO shall adopt and submit for County's approval, no later than thirty (30) days following the Effective Date of this Agreement affirmative marketing procedures and requirements for the purpose of providing information and otherwise attracting eligible persons in the housing market area to the Units without regard to race, color, national origin, sex, religion, familial status or disability. Such affirmative marketing procedures and requirements must comply with 24 C.F.R. 92.351 and must include:

   a. methods the CHDO will use for informing the public and potential home buyers about Federal fair housing laws and the County's and CHDO's affirmative marketing policy.

   b. CHDO's advertisement of any vacant Units, any press releases and any written communications to fair housing and other groups, must include the Equal Housing Opportunity logotype or slogan. Advertising media used by CHDO may include newspaper, radio, television, brochures, leaflets, or may involve simply a sign in a window.

   c. Procedures to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing without special outreach, which procedure may include use by CHDO of community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.

   d. Records to be kept by CHDO describing the actions taken by CHDO to affirmatively market the Units in accordance with this Section IX.E. and records to assess the results of these actions.

   e. CHDO maintaining a file containing all marketing efforts, including, but not limited to, copies of newspaper ads, memos of phone calls, copies of letters and all records

pursuant to Section IX.E.1.d., all of which will be available for inspection by County. CHDO acknowledges County will inspect the records at least annually.

f. CHDO maintaining a listing of all home buyers residing in each Unit for five (5) years after the Project completion date or for such longer period as is provided herein.

g. A description of how CHDO will annually assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing procedures and requirements are not met.

2. CHDO shall comply with the affirmative marketing procedures and requirements adopted pursuant to 24 C.F.R. 92.351 and Section IX.E.1. County will assess the CHDO's efforts during marketing of the Units by use of (i) compliance certifications to be provided by CHDO to County at least annually, such certifications to be in the form and substance required by County; and (ii) monitoring visits by County to the Project at least annually. In the event CHDO fails to follow the affirmative marketing procedures and requirements, corrective actions by County shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions as County may deem necessary, in County's sole discretion.

F. EQUAL EMPLOYMENT OPPORTUNITY

1. CHDO shall comply with Executive Order 11246, which provides that there shall be no discrimination in employment under federally assisted construction. In providing the work and services herein specified, CHDO shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. CHDO shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CHDO shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the federal government or the County setting forth the provisions of this nondiscrimination clause. Such notices shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. CHDO shall incorporate the foregoing requirements in all of its contracts for the Project, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for the Project.

2. CHDO will send to each labor union or representative of workers with which CHDO has a collective bargaining agreement or other contract or understanding, a notice to be provided by County, advising the labor union or worker's representative of the CHDO's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3. CHDO will, in all solicitations or advertisements for employees placed by or on behalf of CHDO, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

4. CHDO will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. CHDO will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

6. In the event CHDO is found to be in noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the CHDO may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.

7. CHDO will include the provisions of Sections IX.F.1 through IX.F.6 in every contract, subcontract or purchase order relating to the Project, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each contractor, subcontractor or vendor. CHDO will take such action with respect to any contract, subcontract or purchase order as County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the CHDO becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by County, CHDO may request the United States to enter into such litigation to protect the interest of the United States.

G. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

CHDO shall comply with the requirements relating to minority and women's business enterprises set forth in Executive Order No. 11625 of October 13, 1971, 36 Fed. Reg. 1967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; and Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg. 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 23637. CHDO shall collect data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of $25,000 or more paid, or to be paid, with HOME Funds. This data should indicate which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of recipient's affirmative steps

to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special out-reach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the award of any contract or subcontract solely or in part on the basis of race or gender.

H. LABOR, TRAINING AND BUSINESS OPPORTUNITY

CHDO shall comply with Federal regulations governing training, employment and business opportunities as follows:

1. It is agreed that the work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the area of the project.

2. CHDO will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD and set forth in 24 Code of Federal Regulations and all applicable rules and orders of HUD issued thereunder and any and all applicable amendments thereto made prior to the Effective Date of this Agreement or during the Term of this Agreement. CHDO certifies that CHDO is under no contractual or other disability which would prevent CHDO from complying with these requirements.

3. CHDO will send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advertising to the said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4. CHDO will include the provisions of this Section IX.H in every contact and subcontract for work in connection with the Project and will take appropriate action pursuant to the contract or subcontract upon a finding that the contractor or subcontractor is in violation of regulations issued by the Secretary of HUD, in 24 Code of Federal Regulations. CHDO will not contract or subcontract with any contractor or subcontractor where CHDO has notice or knowledge that such contractor or subcontractor has been found in violation of regulations under 24 Code of Federal Regulations and will not let any contract or subcontract unless the contractor or subcontractor has first provided CHDO with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

5. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations, and all applicable rules and orders of HUD issued thereunder prior to the execution of the contract or subcontract shall be a condition of the federal financial assistance provided to the Project, and a continuing condition binding upon CHDO for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject CHDO, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations and any and all applicable amendments thereto.

I. DAVIS BACON AND RELATED ACTS

CHDO shall ensure that any contract for construction of housing that includes 12 or more dwelling Units will contain a provision requiring the payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C.§276A-5) to all laborers and mechanics employed in the development of any part of the housing and contracts involving their employment shall be subject to the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C.§§327-333) and applicable regulations. Construction contractors and subcontractors, must comply with regulations issued under these acts and with other federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable.

J. CONFLICT OF INTEREST

No officer, employee, or agent of CHDO who exercises any functions or responsibilities with respect to the HOME Program or to the services and work to be performed by CHDO pursuant to this Agreement, during such officer's, employee's, or agent's tenure or for one (1) year thereafter, shall have any personal or financial interest or benefit, direct or indirect, in this Agreement or the proceeds thereof. CHDO shall incorporate or cause to be incorporated in every contract required to be in writing a provision prohibiting such interest pursuant to the purposes of this Section IX.J. Exceptions to the provision are allowed; provided, however, they must meet the requirements of 24 CFR Part 92.356(d).

K. FLOOD DISASTER PROTECTION

1. Notwithstanding any other provision of this Agreement, CHDO shall comply with the Flood Disaster Protection Act of 1973, as amended (P.L. 93-234), and the standards issued thereto. No portion of the HOME Funds granted to CHDO pursuant to this Agreement shall be used for acquisition or construction purposes as defined under Section 3(a) of said act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in an area not in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said act; and the use of any of HOME Funds for such acquisition or construction in such identified areas in communities then participating in the National

Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said act.

2. Any contract or Agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001, et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973, as amended. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

M. ENVIRONMENTAL REQUIREMENTS

1. CHDO shall comply with all applicable environmental laws and regulations in fulfilling its obligations hereunder.

2. Notwithstanding any provisions of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from HUD under 24CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the County's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

3. CHDO will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance, and understands that the violation of this provision may result in the denial of any funds under the Agreement.

N. SITE AND NEIGHBORHOOD STANDARDS

In accordance with 24 CFR 92.251, housing that is newly constructed with HOME funds must meet all applicable local codes, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet the current edition of the, Model Energy Code published by the Council of American Building Officials. CHDO must assure that unit design specifications and necessary inspections of each unit are conducted to meet compliance requirements. File documentation must demonstrate compliance.

O. LEAD-BASED PAINT HAZARDS

Assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations at 24 CFR Part 35, hereby incorporated and made a part of this Agreement by reference. Any funding commitments made by County or CHDO shall be made subject to the provisions for the elimination of lead-based paint hazards under subpart B of said regulations.

P. RELOCATION, DISPLACEMENT AND ACQUISITIONS

CHDO must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this Agreement. CHDO must comply with the applicable provisions of 24 CFR 92.353.

Q. COST PRINCIPLES

CHDO must comply with applicable regulations under OMB Circular No. A-122 and the following requirements of 24 C.F.R. Part 84: §§ 84.2, 84.5, 84.13 through 84.16, 84.26 through 84.28, 84.30, 84.31, 84.34 through 84.37, 84.40 through 84.48, 84.51, 84.60 through 84.62, 84.72, and 84.73 pursuant to 24 C.F.R. 92.505(b).

R. POLITICAL ACTIVITY

1. CHDO shall comply with the applicable provisions of the Political Reform Act of 1974, as amended, relating to conflicts of interest (codified at Texas Government Code Section 87000, *et seq.*). CHDO will promptly advise County of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

2. No portion of the HOME Funds provided to CHDO under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services, or for the employment or assignment of personnel in a manner supporting or resulting in the identification of programs conducted pursuant to this Agreement with the following: (1) any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office; (2) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or (3) any voter registration activity.

3. Participants employed in the administration of County's programs funded by HOME or other Federal funding, and participants whose principal employment is in connection with an activity financed by HOME or other Federal funding or resultant proceeds are subject to limitation on political activities under the Hatch Act (U.S.C. 1502(a), 18 U.S.C. 595). All participants may take part in nonpartisan activities outside working hours.

4. No portion of the HOME Funds provided to CHDO under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the United States Congress.

S. MISCELLANEOUS

1. CHDO shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

2. CHDO shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented by applicable regulations (29 CFR Part 3), as amended. CHDO shall include the requirement the to comply with such provisions in every nonexempt subcontract and shall enforce the requirements as may be required by federal, state or local government.

SECTION X

SUSPENSION AND TERMINATION OF THIS AGREEMENT

A. SUSPENSION AND TERMINATION DUE TO DEFAULT

In the event CHDO fails to materially comply with any terms, covenants or provisions of this Agreement (a "Default"), County may, pursuant to 24 CFR 85.43 and this Section X.A, suspend this Agreement and withhold the award of HOME Funds to CHDO, by providing CHDO with written notice of such suspension (the "Suspension Notice"), until CHDO remedies such Default within the time and in the manner set forth in the Suspension Notice.

B. TERMINATION DUE TO DEFAULT

If a Default occurs or if CHDO fails to remedy a Default within the time and in the manner set forth in the Suspension Notice, County may, pursuant to 24 CFR 85.43 and this Section X.B, terminate this Agreement, by providing CHDO with written notice of such termination (the "Termination Notice"). The Termination Notice shall set forth the effective date of the termination of this Agreement, such date to be at least thirty (30) days following the date of Termination Notice.

C. TERMINATION FOR CONVENIENCE

Pursuant to 24 C.F.R. 85.44, this Agreement may be terminated by mutual agreement of County and CHDO, in which event the parties will mutually agree on the effective date of the termination of this Agreement.

D. REVERSION OF ASSETS

Upon termination of this Agreement pursuant to Sections X.B or X.C hereof, or, with respect to Section X.D.3, at the expiration of the Term of this Agreement:

1. all HOME Funds awarded by County pursuant to this Agreement shall be immediately revoked and any approvals by County related to the Project shall immediately be deemed revoked and canceled;

2. CHDO shall be entitled to receive compensation for services provided, and costs incurred, prior to the effective termination date of this Agreement (the "Termination Date"), but not on or after the Termination Date; and

3. all HOME Funds remaining in CHDO's possession as of Termination Date and all accounts receivable payable to CHDO attributable to the use of HOME Funds awarded to CHDO pursuant to his Agreement and attributed to periods following the Termination Date shall be delivered by CHDO to County within seven (7) business days following the Termination Date.

E. ADDITIONAL REMEDIES

In the event the County determines CHDO is in Default, County may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by CHDO (or any contractor or subcontractor) or take more severe enforcement action against CHDO;

2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

3. Wholly or partly suspend or terminate the current Agreement for CHDO;

4. Withhold further HOME Funds from the CHDO, or

5. Take other remedies that may be legally available.

SECTION XI

RELEASE AND INDEMNIFICATION

A. RELEASE

CHDO hereby releases County and County's elected officials, officers, employees, agents, servants and representatives and their respective heirs, successors and assigns from all

claims and liabilities arising out of, resulting from, or relating to the Project, this Agreement or any other Transaction Document.

B. INDEMNIFICATION

CHDO shall indemnify, defend and save and hold County and County's elected officials, officers, employees, agents, servants and representatives and their respective heirs, successors and assigns (collectively, the "County Indemnitees"), harmless against, and shall reimburse the County Indemnitees for, any damages, liabilities, losses, awards, judgments, assessments, fines, sanctions, penalties, charges, costs, and reasonable attorneys' fees (collectively, "Losses") incurred in connection with any claim, dispute, governmental investigation, inquiry, citation, suit, action, arbitration, legal, administrative or other proceeding of any nature, criminal or civil, at law or in equity (collectively, "Action"), arising out of, resulting from, or relating to, (i) any breach of any representation or warranty of CHDO contained in this Agreement or any other Transaction Document; (ii) any breach or default in the performance of any covenant or agreement of CHDO contained in this Agreement or any other Transaction Document; and (iii) any Action related to the Project, including, but not limited to, the construction, design, development and occupancy of the Project. Notwithstanding anything herein to the contrary, CHDO shall not be obligated to indemnify the County Indemnitees for any losses incurring in connection with any Action arising out of, resulting from, or relating to the gross negligence or intentional misconduct of County Indemnitees.

C. PROCEDURE

Promptly after CHDO receives notice of any Action that is subject to indemnification under this Section XI, CHDO shall give the County written notice of such Action and the details thereof, including copies of all relevant information and documents and, if then known, the amount or method of computation of the amount of Losses relating to the Action. The County Indemnitees will be entitled, at the sole expense and liability of CHDO, to exercise full control of the defense, compromise or settlement of any such Action.

SECTION XII

MISCELLANEOUS PROVISIONS

A. NOTICE

Any notice from one party to the other must be in writing and shall be sufficiently given or made if hand delivered against a written receipt, forwarded by a reputable overnight courier or mailed by United States mail, postage prepaid, by certified mail, return receipt requested, and addressed:

If to CHDO: Proyecto Azteca
Attention: Ann Williams Cass, Executive Director
PO Box 27
San Juan TX 78589

If to County: County of Hidalgo
Urban County Program
Attention: Diana R. Serna, Director
427 E. Duranta Ave, Suite 107
Alamo TX 78516

Any notice forwarded by an overnight courier shall be deemed to have been given on the next business day following the day on which it was forwarded. Any notice mailed shall be deemed to have been given on the third business day following the day on which it was mailed. Either of the parties hereto may at any time give notice in writing to the other of any change of address and thereafter all notices shall be mailed to the new address.

B. TIME OF THE ESSENCE

Time is of the essence with respect to all provisions of this Agreement in which a definite time for performance is specified; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period provided for in this Agreement, if any.

C. INTEGRATION

This Agreement and the agreements and documents referred to herein (including the exhibits hereto) contain the entire agreement and understating of the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to the subject matter hereof. There are no other agreements between or among the parties other than those set forth in this Agreement and the agreements and documents referred to herein. This Agreement includes the following exhibits:

Exhibit A Certification Regarding Lobbying for Agreements, Grants, Loans and Cooperative Agreements.
Exhibit B Insurance Requirements
Exhibit C Affidavit of Standards for Financial Management
Exhibit D CHDO Proposal

D. FURTHER ASSURANCES

CHDO shall execute and deliver all documents and instruments and shall do any and all acts and things reasonably requested by County (a) in connection with the performance of the obligations undertaken by CHDO under this Agreement; (b) to perfect and evidence the transactions contemplated by this Agreement; and/or (c) otherwise to effectuate in good faith the intent of the parties and the purposes of this Agreement.

E. MODIFICATIONS AND AMENDMENTS

1. Except as provided in Section XII.E.2, this Agreement may not be amended modified or amended, in whole or in part, unless such amendment or modification is executed in writing by both parties.

2. Except as otherwise required by applicable law, any modifications or amendments to this Agreement which are required by amendments in applicable federal laws, rules, regulations (including, but not limited to, the Act and the regulations promulgated under the Act), and/or policy directives issued by HUD in connection with the HOME Program (collectively, the "Applicable Law Amendments"), are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by the Applicable Law Amendments. County or CHDO may require that written modification or amendments be made to this Agreement to reflect the Applicable Law Amendments. Notwithstanding anything herein to the contrary, the Applicable Law Amendments shall not modify or amend this Agreement so as to the release County of its obligations set forth in Section VI hereof that accrue prior to the effective date of the Applicable Law Amendments.

F. ASSIGNMENT

This Agreement and the rights, duties and obligations hereunder may not be transferred or assigned by CHDO, whether by merger, consolidation, reorganization, dissolution, operation of law or otherwise without the prior written consent of County. Any attempted transfer or assignment without the County's consent shall be void. Subject to the foregoing, this Agreement and the provisions hereof shall be binding on the parties and their respective permitted successors and permitted assigns.

G. THIRD PARTY BENEFICIARIES

This Agreement is for the sole benefit of the parties hereto, and their respective successors and permitted assigns. Except with respect to Section XI above with respect to the County

Indemnitees, nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective successors and permitted assigns.

H. RELATIONSHIP OF THE PARTIES

The relationship of the parties is that of independent contractor. The parties are not, by virtue of this Agreement or otherwise, in an employer-employee, principal-agent, joint venture or partnership relationship with each other, and each party agrees not to represent to any other persons, or to assert in any other form or forum to the contrary. Neither party is authorized to act as an agent for, or legal representative of, the other party and neither party shall have authority to assume or create any obligation on behalf of, in the name of, or binding upon the other party.

I. REMEDIES AND WAIVER

It is expressly understood and agreed by the parties hereto that any right or remedy provided for in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof.

J. CONSTRUCTION

1. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

2. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision in inconsistent with any prior draft hereof or thereof.

3. Titles and headings of sections in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

4. The recitals set forth in this Agreement are acknowledged by the parties to be true and correct and are incorporated herein by reference for all purposes.

K. GOVERNING LAW

This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Texas, without regard to conflicts of law principles.

L. JUDICIAL ACTION

The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County, Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

COUNTY:

COUNTY OF HIDALGO

By: Diana R. Serna
Its: Director

CHDO:

Affordable Homes of South Texas, Inc

By: Ann Williams Cass
Its: Executive Director

Approved as to form by Steve Crain, Hidalgo County Attorney: September 2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO§

This instrument was acknowledged before me on _____, 2014, by Diana R Serna, as Director of the Urban County Program of County of Hidalgo, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, State of Texas
NAME: _____
My Commission Expires: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO§

This instrument was acknowledged before me on _____, 2014, by Ann Williams Cass, as Executive Director of Proyecto Azteca, a Texas nonprofit organization, on behalf of said nonprofit organization

_____
NOTARY PUBLIC, State of Texas
NAME: _____
My Commission Expires: _____

EXHIBIT A

Certification Regarding Lobbying for
Agreements, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federal Agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Agreement, or modification of any federal Agreement, grant, loan, or cooperative Agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Agreement, grant loan, or cooperative Agreement, the undersigned shall complete and submit standard form –LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subAgreements, subgrants, and Agreement under grants, loans and cooperative Agreements) and that CHDOs certify and disclose accordingly.

This certification is material representation of fact which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 132. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed: _____

Director

_____

Date

EXHIBIT B

INSURANCE REQUIREMENTS

1. CHDO Insurance. CHDO, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects County and any insurance or self-insurance maintained by County shall be excess of CHDO's insurance coverage and shall not contribute to it.

2. Subcontractor(s) Insurance. If CHDO utilizes one or more subcontractors in the performance of this Agreement, CHDO shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CHDO in this Agreement.

3. Types of Insurance and Minimum Limits. The following types of insurance and minimum limits are required for at least the following minimum coverage and limits of liability.

   a. Worker's Compensation written in accordance with the laws of the State of Texas and providing coverage for any and all employees of CHDO in the minimum statutorily required coverage amounts.

   b. Automobile Liability Insurance for each of CHDO's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CHDOs employees or contractors), leased or hired vehicles, in the minimum amount of $300,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle used by CHDO is not a material part of performance of this Agreement and CHDO and County both certify to this fact.

   c. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of $300,000 combined single limit, including coverage for:

      (1) Bodily injury.
      (2) Personal injury.
      (3) Broad form property damage.
      (4) Contractual liability.
      (5) Cross-liability.

4. Other Insurance Provisions.

   a. If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CHDO agrees to maintain the required coverage for duration of this Agreement (hereinafter "post Agreement coverage") and any extensions thereof. CHDO may maintain the required post Agreement

coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post Agreement coverage shall be deemed to be reasonable.

5. Endorsements.

a. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause, with the exception that Endorsement (ii), providing for 30-day notices, is the only endorsement required to be made a part of the Worker's Compensation and Employers' Liability policy coverage.

(1) "The County of Hidalgo, its employees, officers, agents and volunteers are hereby added as additional insurers, but only as respects work done by, for, or on behalf of the named insured under Agreement with the County of Hidalgo."

(2) "Thirty (30) days prior written notice shall be given to the County of Hidalgo in the event of cancellation, reduction in coverage, or non-renewal of this policy for whatever reason."

6. Proof of Coverage.

a. CHDO agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide County on or before the effective date of this Agreement with Certificate of Insurance for all required coverages. Copies of all the required Endorsements required above shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the County of Hidalgo, which shall be provided by CHDO's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the County of Hidalgo at the following address:

County of Hidalgo
Urban County Program
427 E. Duranta Ave, Suite 107
Alamo, TX 78516

Exhibit C

Hidalgo County Urban County Program

Community Housing Development Organization (CHDO) Certification

Affidavit of Standards for Financial Management Systems

Date: _____

Affiant: Ann Williams Cass

Recipient: Hidalgo County – Urban County Program

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

1. Affiant is the Director, President AND/OR Chief Financial Officer of the Recipient and is authorized to make this affidavit on behalf of Recipient.
2. Recipients' financial management systems conform to the financial accountability standards set forth in 24 CFR 84.21, by providing for and incorporating the following:

    a. Accurate, current and complete disclosure of the financial results of each federally-sponsored project;
    b. Records, which identify the source and application of funds for federally-sponsored activities. These records contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest;
    c. Control over and accountability for all funds, property and other assets; adequate safeguards of all such assets shall be adopted to assure that all assets are used solely for authorized purposes;
    d. Comparison of outlays with budget amounts for each award;
    e. Written procedures to minimized the time elapsing between the receipt of funds and the issuance of redemption of checks for program purposes by the recipient;
    f. Written procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of Federal cost principles [Circular A-122] and the terms and conditions of the award;
    g. Accounting records, including cost-accounting records, that are supported by source documentation.

Affiant signature: _____

Title: Executive Director

Subscribed and sworn before me on the __day of _____, 2014,

by Ann Williams Cass, on behalf of Proyecto Azteca

_____ My commission expires:_____

Notary Signature

Seal:

Exhibit D

CHDO Proposal

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

Hidalgo County - DRS220068 - Draw 12

From : DR_Billing DR_Billing <DR.Billing@GLO.TEXAS.GOV> Mon, Aug 04, 2014 11:20 AM

Subject : Hidalgo County - DRS220068 - Draw 12

To : Amanda Agueros <amanda.agueros@co.hidalgo.tx.us>

Cc : amanda flores <amanda.flores@co.hidalgo.tx.us>, Antonio Barco <antonio.barco@co.hidalgo.tx.us>, Brandy Salinas <brandy.salinas@co.hidalgo.tx.us>, Paul Senecal <Paul.Senecal@GLO.TEXAS.GOV>, Ricardo Garcia <Ricardo.Garcia@GLO.TEXAS.GOV>

Amanda,
Please be advised that Hidalgo County Draw #12 is being Withdrawn due to the fact that it does not meet the minimum draw amount requirement of at least $2,500.00. There are also no exceptions that would allow it per the implementation manual.

Please resubmit this draw once you can raise the total draw amount to $2,500.00 or more.

john...

John Besteiro
Draws and Setups

Texas General Land Office
Disaster Recovery Program
(512) 475-5079

Invoices should be submitted at: DR.BILLING@GLO.TEXAS.GOV

Forms on the web at: http://www.glo.texas.gov/GLO/disaster-recovery/forms/non-housing-forms-publications.html

AI-46657 **Urban County 15. E.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: Michelle Mendoza **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting approval to execute the FY 2013 HOME/CHDO Agreement between the Urban County Program and the Affordable Homes of South Texas, Inc. (AHSTI) in the amount of $100,000

2. Requesting approval to execute the FY 2014 HOME/CHDO Agreement between the Urban County Program and the Affordable Homes of South Texas, Inc. (AHSTI) in the amount of $250,000

BACKGROUND

The Urban County Program has received and reviewed proposals for the 2013 and 2014 HOME/CHDO Program funding years. A committee scored submissions on a competitive basis, relative to specific evaluation criteria. The proposals submitted by AHSTI, within each fiscal year, met all necessary conditions for funding. As such, the UCP requests approval to execute the FY 2013 and FY 2014 CHDO Agreements with ASHTI in order to facilitate the development of new single-family homes to be purchased by qualified, low to moderate-income families within the County.

Attachments

AHSTI Agreement FY 2013

AHSTI Agreement FY 2014

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/24/2014 02:23 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Olga Lerma Started On: 09/23/2014 10:24 AM

Final Approval Date: 10/10/2014

AGREEMENT FOR GRANT OF HOME FUNDS

THIS AGREEMENT FOR GRANT OF HOME FUNDS (this "Agreement") is made and entered into on October 14, 2014 ("Effective Date") by and between the County of Hidalgo ("County"), a political subdivision of the State of Texas, and the AFFORDABLE HOMES OF SOUTH TEXAS INC. ("CHDO"), a Texas nonprofit corporation.

RECITALS:

WHEREAS, County has entered into an agreement with the US Department of Housing and Urban Development ("HUD") to receive HOME Funds as that term is defined in 24 C.F.R. 92 ("HOME Funds"), which funds are administered by the County's Urban County Program through its HOME Investment Partnerships Program (the "HOME Program");

WHEREAS, County has set aside a portion of its HOME Program's funds for community housing development organizations in accordance with the National Affordable Housing Act of 1990, as amended;

WHEREAS, County has designated the above named organization as a community housing development organization or CHDO pursuant to HUD rule 24 CFR Part 92, which sets forth regulations to implement the HOME Program;

WHEREAS, CHDO has submitted a proposal for use of HOME Funds to develop affordable housing pursuant to the HOME Program; and

WHEREAS, County desires to engage the CHDO to render certain assistance as a developer of affordable housing in conformance with 24 CFR Part 92.300;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth in this Agreement, and subject to the terms and conditions hereof, County and CHDO hereby agree as follows:

SECTION I

DEFINITIONS

A. SPECIFIC

When used in this Agreement, the following terms shall have the respective meanings set forth below:

1. "Act" shall mean the HOME Investment Partnerships Act at Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 U.S.C. §§12701 et. seq.

2. "Action" shall have the meaning given such term in Section XI.B of this Agreement.

3. "Affordability Period", with respect to any Unit, shall mean the period of years set forth below during which the home buyer is required to occupy the Unit as the home buyer's principal residence, commencing on the closing of the home buyer's purchase of the Unit, which shall vary depending on the amount of HOME Funds provided to home buyer for the Unit:

HOME Funds Assistance per Unit	Affordability Period
Under $15,000	5 years
$15,000 up to and including $40,000	10 years
Over $40,000	15 years

4. "Affordable Housing" shall have the meaning assigned to it under 24 C.F.R. 92.2 and C.F.R. 92.203.

5. "Agreement" shall have the meaning given such term in the introductory paragraph above.

6. "Applicable Law Amendments" shall have the meaning given such term in Section XII.E.2 of this Agreement.

7. "Applicable Laws" shall have the meaning given such term in the introductory paragraph of Section IX of this Agreement.

8. "CHDO" shall have the meaning given such term in the introductory paragraph above.

9. "CHDO Policies Manual" shall mean County's HOME Division Community Housing Development Organizations Policies Manual, as it may be amended by County from time to time.

10. "CHDO Proceeds" shall mean proceeds retained by CHDO in accordance with 24 C.F.R. 92.300(a)(2).

11. "CHDO Proposal" shall mean the proposal submitted by CHDO to the County for fiscal year 2013 concerning CHDO's proposed participation in the HOME Program, a copy of which is attached hereto as "Exhibit D".

12. "County" shall have the meaning given such term in the introductory paragraph above.

13. "County Indemnitees" shall have the meaning given such term in Section XI.B of this Agreement.

14. "Default" shall have the meaning given such term in Section X.A. of this Agreement.

15. "Developer's fee" shall mean a fee payable to CHDO as compensation for the services performed hereunder and, unless other agreed in writing by the parties, will be earned and paid on a per unit basis.

16. "Effective Date" shall have the meaning given such term in the introductory paragraph above.

17. "Home buyer" or "home owner" shall mean the individual to whom the CHDO is providing assistance pursuant to the HOME Program.

18. "HOME Funds" shall have the meaning given such term in the first recital above.

19. "HOME Program" (also called "HOME") shall have the meaning given such term in the first recital above.

20. "HUD" shall have the meaning given such term in the first recital above.

21. "Judicial Action" shall have the meaning given such term in Section XII.B of this Agreement.

22. "Losses" shall have the meaning given such term in Section XI.B of this Agreement.

23. "Low-Income Families" shall have the meaning assigned to it under 24. C.F.R. 92.2.

24. "Owner Investment Returned First" shall mean the recapture option defined under 24 C.F.R. 92.254(a)(5)(ii)(A)(4).

25. "Project" means all services and obligations provided by the CHDO pursuant to this Agreement and, with respect to a particular Unit, means the portion of such services and obligations applicable to the Unit.

26. "Right of first refusal" shall mean the CHDO's right to repurchase property for which the home owner received assistance from the Project.

27. "Right of First Refusal Agreement" shall mean a Right of First Refusal, Option to Purchase, and Agreement Regarding Distribution of Proceeds entered into among the County, the CHDO and a home owner.

28. "Section 3" shall have the meaning given such term in Section IX.H.1 of this Agreement.

29. "Suspension Notice" shall have the meaning given such term in Section X.A of this Agreement.

30. "Term of this Agreement" shall mean the period commencing on the Effective Date and terminating on August 31, 2016, unless sooner terminated as herein provided.

31. "Termination Date" shall have the meaning given such term in Section X.D.2 of this Agreement.

32. "Termination Notice" shall have the meaning given such term in Section X.B of this Agreement.

33. "Transaction Document" shall mean (i) each document delivered by CHDO to County pursuant to this Agreement and (ii) each agreement entered into by CHDO pursuant to this Agreement, including without limitation the Homebuyer Assistance Contract and the Right of First Refusal Agreement.

34. "Unit" shall have the meaning given such term in Section II.A.2 of this Agreement.

B. GENERAL

References in this Agreement to "Sections" and "Exhibits" shall be to the Sections and Exhibits of this Agreement, unless otherwise specifically provided. Where the context or construction otherwise requires, all words applied in the plural shall be deemed to have been used in the singular, and vice versa. The masculine shall include the feminine and neuter, and vice versa; and the present tense shall include the past and future tense, and vice versa.

SECTION II

PROJECT DESCRIPTION, SCHEDULE AND BUDGET

A. PROJECT DESCRIPTION

1. During the Term of this Agreement, County agrees to grant CHDO $100,000 utilizing FY 2013 HOME funds for the Project, subject to the conditions of this Agreement.

2. During the Term of this Agreement, CHDO shall, pursuant to the terms of this Agreement, perform all professional, technical and construction services necessary to complete the construction, development and occupancy of a total number of three (3) affordable housing units (each, a "Unit").

3. The Units will be located in the County of Hidalgo, Texas, and outside of the city limits of the cities of McAllen, Mission, Edinburg and Pharr.

4. CHDO will sell Units only to low-income families whose annual incomes, as calculated pursuant to 24 C.F.R. 92.203, qualify for assistance under the HOME Program, including without limitation pursuant to 24 C.F.R. 92.254.

5. CHDO will provide three (3) low-income families (80% and below the area median income), qualified buyers with homebuyer education, general construction services and long-term flexible financing.

6. All work will be performed in essentially the manner proposed in the CHDO Proposal.

7. CHDO's services with respect to the Project include, without limitation, satisfaction of all CHDO obligations under this Agreement, including without limitation those set forth in Sections III, IV, V, VIII and IX hereof.

B. PROJECT SCHEDULE

1. CHDO agrees to complete the Project, as required by this Agreement, in accordance with the timetable set forth below:

Activity	Deadline
Environmental Review	June, 2015
Acquisition	June, 2015
Securing/Packaging Project Financing	October, 2014
Securing Pre-qualified Prospective Buyers	October, 2014
Homeownership Counseling	August, 2015
Construction Specifications and Cost Estimates	August, 2015
Construction Bids	August, 2015
Anticipated Draws	September, 2016
Construction Start (last unit)	June, 2016
End Construction (last unit)	August, 2016
Sign Sales Contract (last unit)	August, 2015
Sale/Loan Closing (last unit)	August, 2016

2. Without limiting the generality of Section XII.B, CHDO acknowledges and agrees that compliance with the schedule set forth in Section II.B.1, including timely completion of the work specified in this Agreement in order to complete units on the specified schedule, is an integral and essential part of CHDO's performance. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of Federal funds if such deadlines are not met. By the acceptance and execution of this Agreement, it is understood and agreed by CHDO that the Project will be completed as expeditiously as possible and that CHDO will make every effort to ensure that the Project will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this Agreement and the revocation of the HOME funds.

3. CHDO shall include appropriate provisions to be inserted into all contracts or subcontracts related to the Project to ensure the Project will be completed according to the schedule set forth in Section II.B.1.

4. In the event CHDO is unable to meet the above schedule because of delays resulting from acts of God, untimely review and approval by County and other governmental authorities having jurisdiction over the Project, or other delays that are not caused by CHDO, County shall grant a reasonable extension of time for completion of the work. It shall be CHDO's responsibility to notify County promptly in writing whenever a delay is anticipated or experienced and to inform County of all facts and details related to the delay.

C. PROJECT BUDGET

1. County will make HOME Funds available to CHDO in the amount of set forth in Section II.A.1 for the implementation of the Project, subject to the terms and conditions of this Agreement. In addition, CHDO will leverage $137,570 in public and private financing for below-market mortgages for completion of the Project. Such funds will be allocated as follows:

	HOME Funds	Leverage Funds	Total Cost
Pre-Development	$	$	$
Acquisition	$	$ 45,000	$ 45,000
Construction	$ 100,000	$ 75,620	$ 175,620
Hard Costs	$	$	$
Soft Costs	$	$ 16,950	$ 16,950

2. CHDO shall promptly provide a specific working budget to County incorporating and supplementing the information set forth in Section II.C.1, and identifying all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line items.

SECTION III

CHDO'S WARRANTIES, REPRESENTATIONS AND OBLIGATIONS

The project shall be administered in accordance with, and CHDO shall comply with, the Act, including implementing federal regulations contained in 24 CFR Part 92; the CHDO Policies Manual and the CHDO Proposal. CHDO shall also perform all activities in accordance with the terms of Project Description (Section II.A), Project Schedule (Section II.B), Project Budget (Section I.C), Certifications ("Exhibit A"); and all other statements made by CHDO in its CHDO Proposal for the project funded under this Agreement; and with all other terms, provisions, and requirements set forth in this Agreement.

A. AFFORDABILITY

The County will enforce the Recapture Policy as defined in Section IV.E of the CHDO Policies Manual in order to address the continued affordability of housing units acquired with HOME funds.

1. CHDO shall utilize the following documents:

    a. Homebuyer Assistance Contract,
    b. First and Second Lien Deeds of Trust,
    c. First and Second Lien Real Estate Notes, and
    d. Right of First Refusal Agreement,

    each in form satisfactory to County and based on the County forms, to address key recapture provisions such as affordability period, principal residency and transfer of title to property. All documents between the CHDO and the home buyer shall provide that the CHDO's rights transfer to County in the event the CHDO ceases operating as a CHDO under the HOME Program, merges with another entity (without the prior written consent of the County to continue this Agreement with such merged entity), terminates, dissolves, liquidates or its existence as an entity is otherwise forfeited. CHDO shall cause the Deeds of Trust and the Right of First Refusal Agreement to be promptly recorded in the real property records of the Hidalgo County Clerk and promptly return the original, recorded document to County. County shall also be given the original of any other agreement to which it is a party.

2. CHDO shall conduct principal residency verifications on Units throughout the duration of the affordability period.

3. CHDO shall utilize the HOME-Assisted Unit Tracking Report as a tracking mechanism for principal residency.

4. CHDO shall ensure that all or a portion of HOME funds are recouped should the unit cease to be the home owner's principal residence, dependant upon the type of loan the home owner has received. The CHDO must, to the extent allowed by applicable law, require the home owner repay the entire HOME funds as follows:

    a. If given a forgivable loan, the County will require that the entire HOME funds are returned.

    b. If the loan is amortized, the home owner will be liable to return the total HOME funds minus any HOME principle payments paid to date.

    All such funds shall be paid to the County.

5. CHDO shall ensure fulfillment of the *"Owner Investment Returned First"* recapture option by allowing the home owner to recover their full investment (the home owner's original downpayment plus principal payments the home owner made on the loan) from net proceeds in the event that there is a voluntary or involuntary transfer of title.

6. CHDO understands that it is the CHDO's obligation to ensure the County is paid the total amount of all funds that are to be recaptured.

7. CHDO shall have the *"right of first refusal"* to repurchase the property in case of voluntary or involuntary transfer of title, and shall use the Right of First Refusal Agreement, in form satisfactory to County and based on the County form, with all home owner's receiving assistance pursuant to the Program in order to secure such right.

8. CHDO shall not allow a loan payoff by the client before the affordability period is over and will only accept such transaction, which will be handled on a case by case basis, if there is an involuntary transfer of title.

9. CHDO shall clearly explain all affordability requirements as listed under this Section III.A.1-8 at loan closing and obtain an affidavit signed by the home buyer as evidence of the home buyer's understanding of and commitment to these obligations.

10. Unless otherwise specified in writing by County, County will take a lien on real property purchased by the CHDO for home ownership projects and/or liens on individual home buyer's property to secure the County's investment during the Affordability Period, which lien will be released following the end of the affordability period. CHDO shall not acquire any real property with funds obtained pursuant to this Agreement or subsequently transfer any such property to a home buyer without confirming whether the County will place a lien on the real property and, if so, executing and recording the appropriate lien documentation.

11. CHDO agrees that the County has the right to enforce the terms of this Agreement and the Transaction Documents to the maximum extent allowed by law.

B. LEGAL AUTHORITY

1. CHDO represents and warrants that CHDO possesses the legal authority to enter into this Agreement, to receive HOME Funds authorized by this Agreement, and to perform the services CHDO has obligated itself to perform hereunder.

2. Each person signing and executing this Agreement on behalf of CHDO, or representing themselves as signing and executing this Agreement on behalf of CHDO, does hereby represent, warrant and guarantee that such persons have been duly authorized by CHDO to execute this Agreement on behalf of CHDO and to validly and legally bind CHDO to all terms, performances, and provisions herein set forth.

C. SUBCONTRACTS

1. Except for subcontracts to which the federal labor standards requirements apply, CHDO may not subcontract for performances described in this Agreement without obtaining County's prior written approval. CHDO shall only subcontract for performances described in this Agreement to which the federal labor standards requirements apply after CHDO has submitted a Subcontractor Eligibility form, as specified by County, for each such proposed subcontract, and CHDO has obtained County's prior written

approval, based on the information submitted, of CHDO's intent to enter into such proposed subcontract. CHDO, in subcontracting for any performances described in this Agreement, expressly understands that in entering into such subcontracts, County is not in any manner liable to CHDO's subcontractor(s).

2. In no event shall any provision of this Section, specifically the requirement that CHDO obtain County's prior written approval of a subcontractor's eligibility, be construed as relieving CHDO of the responsibility for ensuring that the performances rendered under all subcontracts are rendered as so as to comply with all of the terms of this Agreement, as if such performances rendered were rendered by CHDO. County's approval of subcontractor's eligibility under this Section does not constitute adoption, ratification or acceptance of CHDO's or subcontractor's performance hereunder. The act of approval of subcontractor's eligibility under this Section does not waive any right of action which may exist or which may subsequently accrue to County under this Agreement. County retains at all times the right to insist upon CHDO's full compliance with the terms of this Agreement.

3. CHDO shall comply with all applicable federal, state, and local laws, regulations, and ordinances when making procurements under this Agreement.

4. CHDO shall comply with all applicable federal, state, and local laws, regulations and ordinances for the Term of this Agreement.

D. DEBARRED CONTRACTORS

In accordance with the provisions of 24 CFR, Part 24, relating to the employment, engagement of services and awarding of contracts, CHDO shall not employ, award contract to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by HUD. In addition, County shall have the right to suspend or terminate this Agreement if CHDO is debarred, suspended, proposed for debarment, or ineligible from participating in the HOME Program.

E. HOME PROGRAM

1. CHDO acknowledges and agrees that its performance of its obligations under this Agreement must be rendered in accordance with the Act, the regulations promulgated under the Act, the assurances and certifications made to County by CHDO, and the assurances and certifications made to HUD by County with regard to the operation of the HOME Program. Based on these considerations, and in order to ensure the legal and effective performance of this Agreement by the parties, it is agreed that performances under this Agreement are amended by the provisions of the HOME Program, any amendments thereto, and any policy directives that may be issued by HUD that serve to establish, interpret or clarify performance requirements.

2. It is understood that CHDO has certified that it is and will maintain Community Housing Development Organization status for the Term of the Agreement in accor-

dance with 24 CFR 92. CHDO agrees to provide information as may be requested by County to document its continued compliance, including but not limited to an annual board rooster and certification of continued compliance.

3. All funds CHDO retains as CHDO Proceeds from this Project shall be used in compliance with 24 CFR 92.300(a)(2).

F. INSURANCE

1. Requirements. CHDO shall have in force throughout the term of this Agreement insurance coverage consistent with the requirements in Exhibit B. A certificate to that effect will be provided to County at least ten (10) days prior to start of construction.

2. Notice to the County. CHDO shall require its insurance policies to provide that the HOME Manager of County or such other person designated by County in writing shall be given thirty (30) days advance notice by the insurer prior to cancellation, nonrenewal, or material change of the insurance policies required by this Section III.F. The insurer shall be subject to approval by the County.

3. Compliance. Failure to maintain required insurance will be cause for the County to take control of the Units and will cancel any claim that CHDO may have to the use of the Units. CHDO shall provide County with certificates of insurance reflecting all coverages required in Exhibit B, and shall, upon request of County, promptly provide County with copies of the insurance policies.

4. Right to Re-evaluate and Adjust Limits. The County shall retain the right to reevaluate the insurance requirements and adjust the coverage limits upon thirty (30) days written notice. Insurance coverage limits shall be adjusted no more frequently than once a year.

G. SPONSORSHIP

CHDO agrees to acknowledge the sponsorship of the County at any event promoting the project or any other project sponsor. As such, CHDO shall give credit to County as the project-funding source in all presentations, written documents, publicity and advertisements regarding the development.

H. LITIGATION AND CLAIMS

CHDO shall give County immediate notice of any Action, including any proceeding before an administrative agency filed against CHDO in connection with this Agreement or the HOME program and any claim against CHDO, the cost and expense of which CHDO believes it may be entitled to be reimbursed by County. Except as otherwise directed by County, CHDO shall furnish immediately to County copies of all pertinent papers received by CHDO with respect to such Action or other claim.

SECTION IV

DISBURSEMENTS

A. RELEASE OF FUNDS

1. County shall not release any funds for any costs incurred by CHDO under this Agreement until County has received certification (in the form attached hereto as "Exhibit C") from CHDO that its fiscal control and fund accounting procedures are adequate to assure the proper disbursal of and accounting for funds provided under this Agreement. CHDO understands and agrees that by the execution of this Agreement County shall assume the responsibilities for environmental review, decision making, and other actions in accordance with and to the extent specified in 24 CFR 92.352 and 24 CFR, Part 58. However, if CHDO has staff experience and/or means to perform the environmental review, CHDO may request in writing, from County, approval to perform such review.

2. Payments to CHDO hereunder consist of (a) reimbursement for actual expenses incurred or paid and (b) developer's fees.

B. REQUESTS FOR REIMBURSEMENT AND DEVELOPER'S FEES

County will provide funds under this Agreement in accordance with the requirements of 24 CFR 92.502. CHDO may not request reimbursement of funds under this Agreement until funds are needed for payment of eligible costs and in accordance with 24 CFR 92.206-208 and CHDO Policies Manual Section III. It is expressly understood and agreed by the parties hereto that payments under this Agreement are contingent upon CHDO's full and satisfactory performance of its obligations under this Agreement. County reserves the right to recapture unexpended funds provided under this Agreement in the event County determines that CHDO will be unable to expend funds within the prescribed time as determined by County. County shall not be liable to CHDO for any costs incurred or performance rendered by CHDO before commencement or after termination of this Agreement.

1. Request for Reimbursement Submittals. The requests for reimbursement shall include an invoice and other supporting documentation for expenses incurred along with the County Request for Reimbursement cover sheet. For the purpose of expedience and in order to ensure that requests for reimbursement are processed the week that they are delivered to the County, completed requests must be submitted no later than 12 noon on Tuesday of that week. Any request (or supporting documentation) received after the cut-off may be held for processing until the following week. Funds will be disbursed within thirty (30) days provided all required supporting documentation has been submitted. All such expenses shall be in conformance with 24 C.F.R. 92.206 and applicable HUD disbursement requirements.

2. Inspections. When a request is submitted indicating that a unit is at 50% and/or 100% complete, County will perform an inspection on the unit in order to confirm the applicable completion threshold needed to process the payment. County will also accept as confirmation a Certificate of Occupancy or inspection report from a certified inspector indicating the completion threshold. Payment will not be made unless the applicable completion threshold is confirmed as provided herein.

3. Developer's Fees. When applicable, the County will allow for the payment of developer's fees in order to ensure completion of specific project milestones. This fee will only be payable if it has been negotiated and agreed in writing between the County and the CHDO prior to acquisition of the property on which the CHDO will construct the unit. With respect to any unit, progress payments of developer's fees will not exceed the cumulative maximum percentages of total developer's fees listed below. The request for payment must include appropriate documentation that justifies the payment for services rendered and will be paid according to the following schedule:

Milestone	Documentation	Max. Cumulative Developer's Fee %
Acquisition Closing	Settlement Statement	25%
50% Construction Complete	50% Passed - Inspection Report	50%
100% Construction Complete	100% Passed – Inspection Report/ Certificate of Occupancy	75%
Home Buyer Loan Closing	Settlement Statement and Final Property Development Budget	100%

If multiple projects or units are involved, and the parties have so agreed in writing, the developer's fee may be pro-rated to each building or project, and the applicable percentage may be applied to each.

4. Prohibition Against Payments of Bonuses or Commissions. The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purposes of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Acts of 1974 or 1977, or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

5. County reserves the right to inspect records and project sites to determine that reimbursement and developer fee requests are reasonable. County reserves the right to hold payment until adequate documentation has been provided to and reviewed by County.

SECTION V

REPORTING REQUIREMENTS

CHDO shall submit to County such reports on the operation and performance of this Agreement as may be required by County including but not limited to the reports specified in this Section V. In addition, CHDO shall provide County with all reports necessary for compliance with 24 CFR 92.509 and 24 CFR Part 92, Subpart L and those reports listed in the CHDO Policies Manual Section VII. In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed by the parties hereto that if CHDO fails to submit to County in a timely and satisfactory manner any report or supporting documentation required by this Agreement, County may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by CHDO hereunder. If County withholds such payments, it shall notify CHDO in writing of its decision. Payments withheld pursuant to this paragraph may be held by County until such time as the delinquent obligations for which funds are withheld are fulfilled by CHDO.

A. PRELIMINARY DOCUMENTATION

Before the CHDO is able to begin construction of a unit, a Preliminary Project Summary must be submitted to the County for project level approval. The Preliminary Project Summary will include the following documents:

1. The Estimated Project Development Budget includes all anticipated costs and funding sources for the development of the project.

2. Along with the Estimated Project Development Budget, the CHDO shall submit all documentation utilized to determine home buyer eligibility as follows:

    a. CHDO Board Approval of Home Buyer
    b. Conflict of Interest Affidavit
    c. Part 5 Income Calculation Sheet
    d. Current Check Stubs (last three consecutive months) OR Verification of Employment
    e. Self Employment Earnings Documentation (if applicable)
    f. Unemployment Letter (if applicable)
    g. Child Support Benefits Letter (if applicable)
    h. Social Security and/or Disability Benefits Award Letter (if applicable)
    i. Copy of Bank Statements – (Checking Account, last six consecutive months or Savings account, most recent month) OR Verification of Assets on Deposit (if applicable)

j. Recorded Divorce Decree (if applicable)
k. Identification Card (DL/SSN/BC)
l. Purchase Order Request Letter
m. Commitment Letter to Home Buyer
n. Copy of Loan Application
o. Good Faith Estimate
p. Underwriting Worksheet
q. Builder's Contract/Plans & Specs
r. Homebuyer Class Certificate

While not every item in this Section V.A.2 will be applicable to each home buyer, the CHDO must submit all documents that are applicable to the particular home buyer.

B. PROJECT DEVELOPMENT

County will track the development of each individual project by assessing requests for reimbursements, processing of developer's fees payments and inspections. CHDO shall promptly provide all documentation required by County hereunder.

C. FINAL DOCUMENTATION

Once construction of the unit is complete, CHDO shall provide County with the Final Project Summary, which will include the following:

1. The Final Project Development Budget, including actual costs and funding sources for the completion of the project. This worksheet will identify the total direct and development subsidies, which will allow for the calculation of the project's affordability period.

2. The CHDO Proceeds Calculation form.

3. Home Buyer Information, including information pertaining to household size, income levels, racial characteristics, and the presence of female headed households in order to determine low and moderate-income benefit.

4. Home Buyer Closing Documents. Once the sale of the unit has occurred, CHDO shall submit final closing documents, including the following:

    a. Homebuyer Assistance Contract
    b. Final Appraisal Report
    c. Copy of Recorded 1st and 2nd Lien Deeds of Trust
    d. Copy of 1st and 2nd Lien Real Estate Note
    e. Copy of Settlement Statement
    f. Copy of Truth-in-Lending Disclosure
    g. Final 100% Inspection Report OR Certificate of Occupancy

h. Copy of Home Owner's Insurance
i. Copy of Recorded Right of First Refusal Agreement
j. Any other documents required by County

D. ANNUAL REPORTS

Assisted Unit Tracking Report. CHDO shall submit the Assisted Unit Tracking Report to the County no later than fifteen (15) calendar days past the County fiscal year ending date (June 30th). This report is comprised of the following two sections listing all County funded units that are within their specified affordability period and have generated or are currently generating CHDO proceeds.

1. Affordability and Principle Residency. This section of the report will provide detailed information regarding unit occupancy for the purpose of tracking affordability and principle residency compliance.

2. CHDO Proceeds. This section of the report will include unit proceeds origination, amount and utilization type (rehab., acquisition, construction, etc.).

E. CHDO PROCEEDS

The HOME Final Rule, 24 CFR 92.300(a)(2), allows County the option of permitting CHDOs to retain any "proceeds" resulting from the CHDO's investment of its CHDO set-aside funds or requiring the CHDO to return these proceeds to the participating jurisdiction – which will be categorized as program income. CHDO Proceeds include, but are not limited to, the permanent financing of a CHDO project which is used to pay off a CHDO financed construction loan; the sale of CHDO developed homeownership housing; the principal and interest payments from a loan to a buyer of CHDO developed homeownership housing. All CHDO Proceeds shall be retained by the CHDO; such CHDO Proceeds, however, must be re-invested by CHDO and applied towards housing activities for low and moderate income individuals and families including, but not limited to, acquisition, construction and rehabilitation of home ownership projects in accordance with the Act and applicable regulations. The CHDO shall submit CHDO Proceeds reports as described within Sections V.C.2 & V.D.2.

SECTION VI

COUNTY'S OBLIGATIONS

1. In consideration of full and satisfactory performance of CHDO's obligations pursuant to this Agreement, including without limitation the activities referred to in Section II.A., County shall make payment under the grant for the actual and reasonable costs incurred by CHDO during the Term of the Agreement rendered under this Agreement by CHDO, subject to the limitations set forth in this Section VI.

a. It is expressly understood and agreed by the parties hereto that County's obligations under this Section VI are contingent upon the actual receipt of adequate federal funds to meet County's liabilities under this Agreement. If such adequate funds are not available to make all payments under this Agreement, County shall notify CHDO in writing within a reasonable time after such fact is determined, and County may then terminate this Agreement and will not be liable for failure to make payments to CHDO under this Agreement.

b. County shall not be liable to grant CHDO money for any costs incurred by CHDO, or any portion thereof, which have been paid to CHDO or is subject to payment to CHDO, or has been reimbursed to CHDO or is subject to reimbursement to CHDO by any source other than County.

c. County shall not be liable to grant CHDO money for any costs incurred by CHDO which are not allowed costs, as set forth in 24 CFR 92.206, the CHDO Policies Manual or pursuant to this Agreement. Funds provided under this Agreement may not be used for payment of prohibited activities as defined in 24 CFR 92.214.

d. County shall not be liable to grant CHDO money for any costs incurred by CHDO or for any performances rendered by CHDO which are not strictly in accordance with the terms of this Agreement.

e. County shall not be liable to grant CHDO money for any costs incurred or performances rendered by CHDO before commencement of this Agreement or after termination of this Agreement.

f. County shall not be liable to grant CHDO money for any costs incurred by CHDO for any unit that exceeds the per-unit subsidy dollar limitation established under Section 221(d)(3) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)).

2. Notwithstanding any other provision of this Agreement, the total of all payments and other obligations incurred by County under this Agreement shall not exceed the sum of $100,000.

SECTION VII

PRICE ADJUSTMENTS

A. PROCEDURE FOR REQUESTING PRICE ADJUSTMENTS

In the event CHDO desires a price adjustment during a period of national crisis and unstable economic conditions, which lead to unforeseen price increases elevating costs of goods and services contracted on an annual basis, the following procedure will be used to mediate price volatility:

1. CHDO may request price adjustments for contracts entered into by CHDO and a supplier in connection with the Project, by providing a written request to the County's Purchasing Agent. Such written request must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document, and be accompanied by a certified copy of the supplier's advisory or notification to CHDO of the price changes.

2. CHDO must, at its sole cost and expense, include the County's Purchasing Agent on the mailing lists for publications that support the CHDO's request for the price adjustment so that the Purchasing Agent can monitor the price changes.

3. In making a determination on a request for price adjustment, the County's Purchasing Agent may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract. The County's Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of County.

4. No price increase will be authorized in excess of the amount of the increase referred to in the supplier's notice to CHDO and the total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

5. County may only grant a price increase if the evidence presented is deemed reliable by County, in County's sole discretion. In the event County allows a price increase, the approved price change shall be honored for all orders received by CHDO or the supplier after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at the time of the price change.

B. TIME FRAME FOR ADJUSTED PRICE INCREASES

Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless CHDO notifies County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the CHDO is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County's Purchasing Agent shall have sole discretion whether to grant the price increase extension. The County shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to CHDO at any time upon written notice from County to CHDO demonstrating justification for such reduction, elimination or extension of the price adjustment.

C. ALLOWABLE REVIEW PERIODS

Price adjustment reviews may only be requested by CHDO on a quarterly basis. However, County may, at its own discretion, conduct temporary price adjustment reviews at any time. The County's Purchasing Agent and/or the County's Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice to CHDO and during normal business hours.

D. PRICE REDUCTION

CHDO shall notify County at the time when the CHDO's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this Agreement shall be reduced accordingly. Failure by the CHDO to notify the County of a decrease in costs for items and/or supplies for which the CHDO was granted a price adjustment, may result in immediate termination of this Agreement and County shall not be obligated to pay CHDO the difference between the contract price and the price adjustment.

SECTION VIII

RECORDS, MONITORING AND AUDITING

A. RETENTION AND ACCESSIBILITY OF RECORDS

1. CHDO shall maintain records of the receipt, accrual, and disposition of all CHDO Proceeds as required for all funds under this Agreement.

2. CHDO must establish and maintain those records listed under 24 CFR 92.508 and other records as may be determined by County.

3. CHDO shall give the County, the Comptroller of the United States, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by CHDO pertaining to this Agreement. Such right to access shall continue as long as the records are retained by CHDO. CHDO agrees to maintain such records in an accessible location.

4. All records pertinent to this Agreement shall be retained by CHDO for five years following affordability period, completion of construction or of submission of the final closeout reports, whichever is later, with the following exceptions:

    a. If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

b. Records relating to real property acquisition shall be retained for the period of affordability required under 24 CFR 92.254 or 24 CFR 92.252 as applicable, plus five years.

c. Records covering displacement and acquisitions must be retained for at least five years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 CFR 92.353.

5. CHDO must provide citizens, public agencies, and other interested parties with reasonable access to records consistent with the Texas Public Information Act, TEXAS GOVERNMENT CODE, Chapter 552.

6. CHDO shall include the substance of Section VIII.A.2-5 in all subcontracts.

B. MONITORING

The County reserves the right to carry out field inspections to ensure compliance with the requirements of this Agreement. CHDO shall attend a preconstruction meeting prior to first construction draw. After each monitoring visit, County shall provide CHDO with a written report of the monitor's finding. If the monitoring reports note deficiencies in CHDO's performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by CHDO. Failure by CHDO to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X.A & X.B of this Agreement.

C. AUDITING

1. Unless otherwise directed by County, CHDO shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Agreement, subject of the following conditions and limitations:

   a. CHDO shall have an audit and/or financial statement made in accordance with 24 CFR 92.506, 24 CFR Part 85.26 or OMB Circular A-133 and the CHDO Policies Manual for any of its fiscal years included within the term of this Agreement in which CHDO receives more than $500,000 in federal financial assistance provided by a federal agency in the form of grants, agreements, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but federal financial assistance does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of state and local government.

b. At the option of CHDO, each audit required by this section may cover either CHDO's entire operations or each department, agency, or establishment of CHDO which received, expended or otherwise administered federal funds.

c. CHDO may utilize funds budgeted under this Agreement to pay for that portion of the cost of such audit services properly allocable to the activities funded by County under this Agreement, provided, however, that County shall not make payment for the cost of such audit services until County has received such audit report from CHDO.

d. Unless otherwise specifically authorized by County in writing, CHDO shall submit the report of such audit to County within thirty (30) days after completion of the audit, but no later than one (1) year after the end of each federal fiscal period included within the tem of this Agreement. Audits performed during this Agreement period are subject to review and resolution by County or its authorized representative.

e. As part of its audit, CHDO shall verify expenditures made according to Section II.C.

2. County reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Agreement. CHDO agrees to permit County or its authorized representative to audit CHDO's records and to obtain any documents, materials, or information necessary to facilitate such audit. CHDO shall provide an annual audit to County of funds received in performance of this Agreement.

3. CHDO understands and agrees that it shall be liable to County for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Agreement, which includes audits by County and by HUD. CHDO further understands and agrees that reimbursement to County of such disallowed costs shall be paid by CHDO from funds which were not provided or otherwise made available to CHDO under this Agreement.

4. CHDO shall take necessary action to facilitate the performance of such audit or audits conducted pursuant to this Section VIII.C as County may require of CHDO.

5. All approved HOME audit reports shall be made available for public inspection within 30 days after completion of the audit.

SECTION IX

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAW

CHDO agrees, covenants and warrants that CHDO will comply with all applicable federal, state and local laws, ordinances, codes, rules, regulations relating to this Agreement and the Project

("Applicable Laws"), including, but not limited to, the Act, 24 C.F.R. Part 92, and any other Applicable Laws referenced in this Agreement and this Section IX.

A. FAITH-BASED ACTIVITIES

In the event that CHDO can be considered a religious or faith-based organization, CHDO shall comply with the provisions of 24 C.F.R. 92.257.

B. FAIR HOUSING

CHDO shall administer the HOME Funds in a manner that provides housing that is suitable from the standpoint of facilitating and furthering full compliance with the applicable provisions of title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d—2000d-4), the Fair Housing Act (42 U.S.C. 3601 *et seq.*, E.O. 11063 (3 C.F.R., 1959-1963 Comp., p. 652), Age Discrimination Act of 1975, as amended (42 U.S.C. 6101—6107), 24 C.F.R. 5.105(a), and HUD regulations issued pursuant thereto; and that promotes greater choice of housing opportunities.

C. NON-DISCRIMINATION

In the selection of occupants for Units, CHDO shall comply with all non-discrimination requirements of 24 C.F.R. 92.350.

D. ACCESSIBILITY FOR PERSONS WITH DISABILITIES

CHDO shall comply with the Uniform Federal Accessibility Standards set forth in 24 C.F.R., Part 40, Appendix A. Section 504 of the Rehabilitation Act of 1973 (prohibits discrimination based on physical handicap) (Pub.L. 93-112), as amended, and implementing regulations when published for effect.

E. AFFIRMATIVE MARKETING

1. CHDO shall adopt and submit for County's approval, no later than thirty (30) days following the Effective Date of this Agreement affirmative marketing procedures and requirements for the purpose of providing information and otherwise attracting eligible persons in the housing market area to the Units without regard to race, color, national origin, sex, religion, familial status or disability. Such affirmative marketing procedures and requirements must comply with 24 C.F.R. 92.351 and must include:

    a. methods the CHDO will use for informing the public and potential home buyers about Federal fair housing laws and the County's and CHDO's affirmative marketing policy.

    b. CHDO's advertisement of any vacant Units, any press releases and any written communications to fair housing and other groups, must include the Equal Housing Opportunity logotype or slogan. Advertising media used by CHDO may include

newspaper, radio, television, brochures, leaflets, or may involve simply a sign in a window.

c. Procedures to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing without special outreach, which procedure may include use by CHDO of community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.

d. Records to be kept by CHDO describing the actions taken by CHDO to affirmatively market the Units in accordance with this Section IX.E. and records to assess the results of these actions.

e. CHDO maintaining a file containing all marketing efforts, including, but not limited to, copies of newspaper ads, memos of phone calls, copies of letters and all records pursuant to Section IX.E.1.d., all of which will be available for inspection by County. CHDO acknowledges County will inspect the records at least annually.

f. CHDO maintaining a listing of all home buyers residing in each Unit for five (5) years after the Project completion date or for such longer period as is provided herein.

g. A description of how CHDO will annually assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing procedures and requirements are not met.

2. CHDO shall comply with the affirmative marketing procedures and requirements adopted pursuant to 24 C.F.R. 92.351 and Section IX.E.1. County will assess the CHDO's efforts during marketing of the Units by use of (i) compliance certifications to be provided by CHDO to County at least annually, such certifications to be in the form and substance required by County; and (ii) monitoring visits by County to the Project at least annually. In the event CHDO fails to follow the affirmative marketing procedures and requirements, corrective actions by County shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions as County may deem necessary, in County's sole discretion.

F. EQUAL EMPLOYMENT OPPORTUNITY

1. CHDO shall comply with Executive Order 11246, which provides that there shall be no discrimination in employment under federally assisted construction. In providing the work and services herein specified, CHDO shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. CHDO shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment

advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CHDO shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the federal government or the County setting forth the provisions of this nondiscrimination clause. Such notices shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. CHDO shall incorporate the foregoing requirements in all of its contracts for the Project, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for the Project.

2. CHDO will send to each labor union or representative of workers with which CHDO has a collective bargaining agreement or other contract or understanding, a notice to be provided by County, advising the labor union or worker's representative of the CHDO's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3. CHDO will, in all solicitations or advertisements for employees placed by or on behalf of CHDO, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

4. CHDO will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. CHDO will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

6. In the event CHDO is found to be in noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the CHDO may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.

7. CHDO will include the provisions of Sections IX.F.1 through IX.F.6 in every contract, subcontract or purchase order relating to the Project, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each contractor, subcontractor or vendor. CHDO will take such action with respect to any contract, subcontract or purchase order as County may direct

as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the CHDO becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by County, CHDO may request the United States to enter into such litigation to protect the interest of the United States.

G. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

CHDO shall comply with the requirements relating to minority and women's business enterprises set forth in Executive Order No. 11625 of October 13, 1971, 36 Fed. Reg. 1967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; and Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg. 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 23637. CHDO shall collect data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of $25,000 or more paid, or to be paid, with HOME Funds. This data should indicate which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of recipient's affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special out-reach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the award of any contract or subcontract solely or in part on the basis of race or gender.

H. LABOR, TRAINING AND BUSINESS OPPORTUNITY

CHDO shall comply with Federal regulations governing training, employment and business opportunities as follows:

1. It is agreed that the work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the area of the project.

2. CHDO will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD and set forth in 24 Code of Federal Regulations and all applicable rules and orders of HUD issued thereunder and any and all applicable amendments thereto made prior to the Effective Date of this Agreement or during the Term of this Agreement. CHDO certifies that CHDO is under no contractual or other disability which would prevent CHDO from complying with these requirements.

3. CHDO will send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advertising to the said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4. CHDO will include the provisions of this Section IX.H in every contact and subcontract for work in connection with the Project and will take appropriate action pursuant to the contract or subcontract upon a finding that the contractor or subcontractor is in violation of regulations issued by the Secretary of HUD, in 24 Code of Federal Regulations. CHDO will not contract or subcontract with any contractor or subcontractor where CHDO has notice or knowledge that such contractor or subcontractor has been found in violation of regulations under 24 Code of Federal Regulations and will not let any contract or subcontract unless the contractor or subcontractor has first provided CHDO with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

5. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations, and all applicable rules and orders of HUD issued thereunder prior to the execution of the contract or subcontract shall be a condition of the federal financial assistance provided to the Project, and a continuing condition binding upon CHDO for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject CHDO, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations and any and all applicable amendments thereto.

I. DAVIS BACON AND RELATED ACTS

CHDO shall ensure that any contract for construction of housing that includes 12 or more dwelling Units will contain a provision requiring the payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C.§276A-5) to all laborers and mechanics employed in the development of any part of the housing and contracts involving their employment shall be subject to the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C.§§327-333) and applicable regulations. Construction contractors and subcontractors, must comply with regulations issued under these acts and with other federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable.

J. CONFLICT OF INTEREST

No officer, employee, or agent of CHDO who exercises any functions or responsibilities with respect to the HOME Program or to the services and work to be performed by CHDO pursuant to this Agreement, during such officer's, employee's, or agent's tenure or for one (1) year thereafter, shall have any personal or financial interest or benefit, direct or indirect, in this Agreement or the proceeds thereof. CHDO shall incorporate or cause to be incorporated in every contract required to be in writing a provision prohibiting such interest pursuant to the purposes of this Section IX.J. Exceptions to the provision are allowed; provided, however, they must meet the requirements of 24 CFR Part 92.356(d).

K. FLOOD DISASTER PROTECTION

1. Notwithstanding any other provision of this Agreement, CHDO shall comply with the Flood Disaster Protection Act of 1973, as amended (P.L. 93-234), and the standards issued thereto. No portion of the HOME Funds granted to CHDO pursuant to this Agreement shall be used for acquisition or construction purposes as defined under Section 3(a) of said act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in an area not in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said act; and the use of any of HOME Funds for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said act.

2. Any contract or Agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001, et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973, as amended. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

M. ENVIRONMENTAL REQUIREMENTS

1. CHDO shall comply with all applicable environmental laws and regulations in fulfilling its obligations hereunder.

2. Notwithstanding any provisions of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site

approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from HUD under 24CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the County's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

3. CHDO will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance, and understands that the violation of this provision may result in the denial of any funds under the Agreement.

N. SITE AND NEIGHBORHOOD STANDARDS

In accordance with 24 CFR 92.251, housing that is newly constructed with HOME funds must meet all applicable local codes, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet the current edition of the, Model Energy Code published by the Council of American Building Officials. CHDO must assure that unit design specifications and necessary inspections of each unit are conducted to meet compliance requirements. File documentation must demonstrate compliance.

O. LEAD-BASED PAINT HAZARDS

Assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations at 24 CFR Part 35, hereby incorporated and made a part of this Agreement by reference. Any funding commitments made by County or CHDO shall be made subject to the provisions for the elimination of lead-based paint hazards under subpart B of said regulations.

P. RELOCATION, DISPLACEMENT AND ACQUISITIONS

CHDO must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this Agreement. CHDO must comply with the applicable provisions of 24 CFR 92.353.

Q. COST PRINCIPLES

CHDO must comply with applicable regulations under OMB Circular No. A-122 and the following requirements of 24 C.F.R. Part 84: §§ 84.2, 84.5, 84.13 through 84.16, 84.26 through 84.28, 84.30, 84.31, 84.34 through 84.37, 84.40 through 84.48, 84.51, 84.60 through 84.62, 84.72, and 84.73 pursuant to 24 C.F.R. 92.505(b).

R. POLITICAL ACTIVITY

1. CHDO shall comply with the applicable provisions of the Political Reform Act of 1974, as amended, relating to conflicts of interest (codified at Texas Government Code Section 87000, *et seq.*). CHDO will promptly advise County of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

2. No portion of the HOME Funds provided to CHDO under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services, or for the employment or assignment of personnel in a manner supporting or resulting in the identification of programs conducted pursuant to this Agreement with the following: (1) any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office; (2) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or (3) any voter registration activity.

3. Participants employed in the administration of County's programs funded by HOME or other Federal funding, and participants whose principal employment is in connection with an activity financed by HOME or other Federal funding or resultant proceeds are subject to limitation on political activities under the Hatch Act (U.S.C. 1502(a), 18 U.S.C. 595). All participants may take part in nonpartisan activities outside working hours.

4. No portion of the HOME Funds provided to CHDO under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the United States Congress.

S. MISCELLANEOUS

1. CHDO shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

2. CHDO shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented by applicable regulations (29 CFR Part 3), as amended. CHDO shall include the requirement the to comply with such provisions in every nonexempt subcontract and shall enforce the requirements as may be required by federal, state or local government.

SECTION X

SUSPENSION AND TERMINATION OF THIS AGREEMENT

A. SUSPENSION AND TERMINATION DUE TO DEFAULT

In the event CHDO fails to materially comply with any terms, covenants or provisions of this Agreement (a "Default"), County may, pursuant to 24 CFR 85.43 and this Section X.A, suspend this Agreement and withhold the award of HOME Funds to CHDO, by providing CHDO with written notice of such suspension (the "Suspension Notice"), until CHDO remedies such Default within the time and in the manner set forth in the Suspension Notice.

B. TERMINATION DUE TO DEFAULT

If a Default occurs or if CHDO fails to remedy a Default within the time and in the manner set forth in the Suspension Notice, County may, pursuant to 24 CFR 85.43 and this Section X.B, terminate this Agreement, by providing CHDO with written notice of such termination (the "Termination Notice"). The Termination Notice shall set forth the effective date of the termination of this Agreement, such date to be at least thirty (30) days following the date of Termination Notice.

C. TERMINATION FOR CONVENIENCE

Pursuant to 24 C.F.R. 85.44, this Agreement may be terminated by mutual agreement of County and CHDO, in which event the parties will mutually agree on the effective date of the termination of this Agreement.

D. REVERSION OF ASSETS

Upon termination of this Agreement pursuant to Sections X.B or X.C hereof, or, with respect to Section X.D.3, at the expiration of the Term of this Agreement:

1. all HOME Funds awarded by County pursuant to this Agreement shall be immediately revoked and any approvals by County related to the Project shall immediately be deemed revoked and canceled;

2. CHDO shall be entitled to receive compensation for services provided, and costs incurred, prior to the effective termination date of this Agreement (the "Termination Date"), but not on or after the Termination Date; and

3. all HOME Funds remaining in CHDO's possession as of Termination Date and all accounts receivable payable to CHDO attributable to the use of HOME Funds awarded to CHDO pursuant to his Agreement and attributed to periods following the Termination Date

shall be delivered by CHDO to County within seven (7) business days following the Termination Date.

E. ADDITIONAL REMEDIES

In the event the County determines CHDO is in Default, County may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by CHDO (or any contractor or subcontractor) or take more severe enforcement action against CHDO;

2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

3. Wholly or partly suspend or terminate the current Agreement for CHDO;

4. Withhold further HOME Funds from the CHDO, or

5. Take other remedies that may be legally available.

SECTION XI

RELEASE AND INDEMNIFICATION

A. RELEASE

CHDO hereby releases County and County's elected officials, officers, employees, agents, servants and representatives and their respective heirs, successors and assigns from all claims and liabilities arising out of, resulting from, or relating to the Project, this Agreement or any other Transaction Document.

B. INDEMNIFICATION

CHDO shall indemnify, defend and save and hold County and County's elected officials, officers, employees, agents, servants and representatives and their respective heirs, successors and assigns (collectively, the "County Indemnitees"), harmless against, and shall reimburse the County Indemnitees for, any damages, liabilities, losses, awards, judgments, assessments, fines, sanctions, penalties, charges, costs, and reasonable attorneys' fees (collectively, "Losses") incurred in connection with any claim, dispute, governmental investigation, inquiry, citation, suit, action, arbitration, legal, administrative or other proceeding of any nature, criminal or civil, at law or in equity (collectively, "Action"), arising out of, resulting from, or relating to, (i) any breach of any representation or warranty of CHDO contained in this Agreement or any other Transaction Document; (ii) any breach or default in the performance of any covenant or agreement of CHDO contained in this

Agreement or any other Transaction Document; and (iii) any Action related to the Project, including, but not limited to, the construction, design, development and occupancy of the Project. Notwithstanding anything herein to the contrary, CHDO shall not be obligated to indemnify the County Indemnitees for any losses incurring in connection with any Action arising out of, resulting from, or relating to the gross negligence or intentional misconduct of County Indemnitees.

C. PROCEDURE

Promptly after CHDO receives notice of any Action that is subject to indemnification under this Section XI, CHDO shall give the County written notice of such Action and the details thereof, including copies of all relevant information and documents and, if then known, the amount or method of computation of the amount of Losses relating to the Action. The County Indemnitees will be entitled, at the sole expense and liability of CHDO, to exercise full control of the defense, compromise or settlement of any such Action.

SECTION XII

MISCELLANEOUS PROVISIONS

A. NOTICE

Any notice from one party to the other must be in writing and shall be sufficiently given or made if hand delivered against a written receipt, forwarded by a reputable overnight courier or mailed by United States mail, postage prepaid, by certified mail, return receipt requested, and addressed:

If to CHDO: Affordable Homes of South Texas, Inc
Attention: Robert Calvillo, Executive Director
1420 Erie Ave
McAllen TX 78501

If to County: County of Hidalgo
Urban County Program
Attention: Diana R. Serna, Director
427 E. Duranta Ave, Suite 107
Alamo TX 78516

Any notice forwarded by an overnight courier shall be deemed to have been given on the next business day following the day on which it was forwarded. Any notice mailed shall be deemed to have been given on the third business day following the day on which it was mailed. Either of the parties hereto may at any time give notice in writing to the other of any change of address and thereafter all notices shall be mailed to the new address.

B. TIME OF THE ESSENCE

Time is of the essence with respect to all provisions of this Agreement in which a definite time for performance is specified; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period provided for in this Agreement, if any.

C. INTEGRATION

This Agreement and the agreements and documents referred to herein (including the exhibits hereto) contain the entire agreement and understating of the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to the subject matter hereof. There are no other agreements between or among the parties other than those set forth in this Agreement and the agreements and documents referred to herein. This Agreement includes the following exhibits:

Exhibit A Certification Regarding Lobbying for Agreements, Grants, Loans and Cooperative Agreements.
Exhibit B Insurance Requirements
Exhibit C Affidavit of Standards for Financial Management
Exhibit D CHDO Proposal

D. FURTHER ASSURANCES

CHDO shall execute and deliver all documents and instruments and shall do any and all acts and things reasonably requested by County (a) in connection with the performance of the obligations undertaken by CHDO under this Agreement; (b) to perfect and evidence the transactions contemplated by this Agreement; and/or (c) otherwise to effectuate in good faith the intent of the parties and the purposes of this Agreement.

E. MODIFICATIONS AND AMENDMENTS

1. Except as provided in Section XII.E.2, this Agreement may not be amended modified or amended, in whole or in part, unless such amendment or modification is executed in writing by both parties.

2. Except as otherwise required by applicable law, any modifications or amendments to this Agreement which are required by amendments in applicable federal laws, rules, regulations (including, but not limited to, the Act and the regulations promulgated under the Act), and/or policy directives issued by HUD in connection with the HOME Program (collectively, the "Applicable Law Amendments"), are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by the Applicable Law Amendments. County or CHDO may require that written modification or amendments be made to this

Agreement to reflect the Applicable Law Amendments. Notwithstanding anything herein to the contrary, the Applicable Law Amendments shall not modify or amend this Agreement so as to the release County of its obligations set forth in Section VI hereof that accrue prior to the effective date of the Applicable Law Amendments.

F. ASSIGNMENT

This Agreement and the rights, duties and obligations hereunder may not be transferred or assigned by CHDO, whether by merger, consolidation, reorganization, dissolution, operation of law or otherwise without the prior written consent of County. Any attempted transfer or assignment without the County's consent shall be void. Subject to the foregoing, this Agreement and the provisions hereof shall be binding on the parties and their respective permitted successors and permitted assigns.

G. THIRD PARTY BENEFICIARIES

This Agreement is for the sole benefit of the parties hereto, and their respective successors and permitted assigns. Except with respect to Section XI above with respect to the County Indemnitees, nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective successors and permitted assigns.

H. RELATIONSHIP OF THE PARTIES

The relationship of the parties is that of independent contractor. The parties are not, by virtue of this Agreement or otherwise, in an employer-employee, principal-agent, joint venture or partnership relationship with each other, and each party agrees not to represent to any other persons, or to assert in any other form or forum to the contrary. Neither party is authorized to act as an agent for, or legal representative of, the other party and neither party shall have authority to assume or create any obligation on behalf of, in the name of, or binding upon the other party.

I. REMEDIES AND WAIVER

It is expressly understood and agreed by the parties hereto that any right or remedy provided for in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof.

J. CONSTRUCTION

1. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

2. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision in inconsistent with any prior draft hereof or thereof.

3. Titles and headings of sections in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

4. The recitals set forth in this Agreement are acknowledged by the parties to be true and correct and are incorporated herein by reference for all purposes.

K. GOVERNING LAW

This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Texas, without regard to conflicts of law principles.

L. JUDICIAL ACTION

The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County, Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

COUNTY:

COUNTY OF HIDALGO

By: Diana R. Serna
Its: Director

CHDO:

Affordable Homes of South Texas, Inc

By: Robert Calvillo
Its: Executive Director

Approved as to form by Steve Crain, Hidalgo County Attorney: September 2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO§

This instrument was acknowledged before me on _____, 2014, by Diana R Serna, as Director of the Urban County Program of County of Hidalgo, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, State of Texas
NAME: _____
My Commission Expires: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO§

This instrument was acknowledged before me on _____, 2014, by Robert Calvillo, as Executive Director of Affordable Homes of South Texas, Inc., a Texas nonprofit organization, on behalf of said nonprofit organization

_____
NOTARY PUBLIC, State of Texas
NAME: _____
My Commission Expires: _____

EXHIBIT A

Certification Regarding Lobbying for
Agreements, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federal Agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Agreement, or modification of any federal Agreement, grant, loan, or cooperative Agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Agreement, grant loan, or cooperative Agreement, the undersigned shall complete and submit standard form –LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subAgreements, subgrants, and Agreement under grants, loans and cooperative Agreements) and that CHDOs certify and disclose accordingly.

This certification is material representation of fact which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 132. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed: _____

Director

_____

Date

EXHIBIT B

INSURANCE REQUIREMENTS

1. CHDO Insurance. CHDO, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects County and any insurance or self-insurance maintained by County shall be excess of CHDO's insurance coverage and shall not contribute to it.

2. Subcontractor(s) Insurance. If CHDO utilizes one or more subcontractors in the performance of this Agreement, CHDO shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CHDO in this Agreement.

3. Types of Insurance and Minimum Limits. The following types of insurance and minimum limits are required for at least the following minimum coverage and limits of liability.

   a. Worker's Compensation written in accordance with the laws of the State of Texas and providing coverage for any and all employees of CHDO in the minimum statutorily required coverage amounts.

   b. Automobile Liability Insurance for each of CHDO's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CHDOs employees or contractors), leased or hired vehicles, in the minimum amount of $300,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle used by CHDO is not a material part of performance of this Agreement and CHDO and County both certify to this fact.

   c. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of $300,000 combined single limit, including coverage for:

      (1) Bodily injury.
      (2) Personal injury.
      (3) Broad form property damage.
      (4) Contractual liability.
      (5) Cross-liability.

4. Other Insurance Provisions.

   a. If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CHDO agrees to maintain the required coverage for duration of this Agreement (hereinafter "post Agreement coverage")

and any extensions thereof. CHDO may maintain the required post Agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post Agreement coverage shall be deemed to be reasonable.

5. Endorsements.

a. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause, with the exception that Endorsement (ii), providing for 30-day notices, is the only endorsement required to be made a part of the Worker's Compensation and Employers' Liability policy coverage.

(1) "The County of Hidalgo, its employees, officers, agents and volunteers are hereby added as additional insurers, but only as respects work done by, for, or on behalf of the named insured under Agreement with the County of Hidalgo."

(2) "Thirty (30) days prior written notice shall be given to the County of Hidalgo in the event of cancellation, reduction in coverage, or non-renewal of this policy for whatever reason."

6. Proof of Coverage.

a. CHDO agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide County on or before the effective date of this Agreement with Certificate of Insurance for all required coverages. Copies of all the required Endorsements required above shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the County of Hidalgo, which shall be provided by CHDO's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the County of Hidalgo at the following address:

County of Hidalgo
Urban County Program
427 E. Duranta Ave, Suite 107
Alamo, TX 78516

Exhibit C

Hidalgo County Urban County Program

Community Housing Development Organization (CHDO) Certification

Affidavit of Standards for Financial Management Systems

Date: _____

Affiant: Robert Calvillo

Recipient: Hidalgo County – Urban County Program

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

1. Affiant is the Director, President AND/OR Chief Financial Officer of the Recipient and is authorized to make this affidavit on behalf of Recipient.
2. Recipients' financial management systems conform to the financial accountability standards set forth in 24 CFR 84.21, by providing for and incorporating the following:

    a. Accurate, current and complete disclosure of the financial results of each federally-sponsored project;
    b. Records, which identify the source and application of funds for federally-sponsored activities. These records contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest;
    c. Control over and accountability for all funds, property and other assets; adequate safeguards of all such assets shall be adopted to assure that all assets are used solely for authorized purposes;
    d. Comparison of outlays with budget amounts for each award;
    e. Written procedures to minimized the time elapsing between the receipt of funds and the issuance of redemption of checks for program purposes by the recipient;
    f. Written procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of Federal cost principles [Circular A-122] and the terms and conditions of the award;
    g. Accounting records, including cost-accounting records, that are supported by source documentation.

Affiant signature: _____

Title: Executive Director

Subscribed and sworn before me on the __day of _____, 2014,

by Robert Calvillo, on behalf of Affordable Homes of South Texas, Inc.

_____ My commission expires:_____

Notary Signature

Seal:

Exhibit D

CHDO Proposal

AGREEMENT FOR GRANT OF HOME FUNDS

THIS AGREEMENT FOR GRANT OF HOME FUNDS (this "Agreement") is made and entered into on October 14, 2014 ("Effective Date") by and between the County of Hidalgo ("County"), a political subdivision of the State of Texas, and the AFFORDABLE HOMES OF SOUTH TEXAS INC. ("CHDO"), a Texas nonprofit corporation.

RECITALS:

WHEREAS, County has entered into an agreement with the US Department of Housing and Urban Development ("HUD") to receive HOME Funds as that term is defined in 24 C.F.R. 92 ("HOME Funds"), which funds are administered by the County's Urban County Program through its HOME Investment Partnerships Program (the "HOME Program");

WHEREAS, County has set aside a portion of its HOME Program's funds for community housing development organizations in accordance with the National Affordable Housing Act of 1990, as amended;

WHEREAS, County has designated the above named organization as a community housing development organization or CHDO pursuant to HUD rule 24 CFR Part 92, which sets forth regulations to implement the HOME Program;

WHEREAS, CHDO has submitted a proposal for use of HOME Funds to develop affordable housing pursuant to the HOME Program; and

WHEREAS, County desires to engage the CHDO to render certain assistance as a developer of affordable housing in conformance with 24 CFR Part 92.300;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth in this Agreement, and subject to the terms and conditions hereof, County and CHDO hereby agree as follows:

SECTION I

DEFINITIONS

A. SPECIFIC

When used in this Agreement, the following terms shall have the respective meanings set forth below:

1. "Act" shall mean the HOME Investment Partnerships Act at Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 U.S.C. §§12701 et. seq.

2. "Action" shall have the meaning given such term in Section XI.B of this Agreement.

3. "Affordability Period", with respect to any Unit, shall mean the period of years set forth below during which the home buyer is required to occupy the Unit as the home buyer's principal residence, commencing on the closing of the home buyer's purchase of the Unit, which shall vary depending on the amount of HOME Funds provided to home buyer for the Unit:

HOME Funds Assistance per Unit	Affordability Period
Under $15,000	5 years
$15,000 up to and including $40,000	10 years
Over $40,000	15 years

4. "Affordable Housing" shall have the meaning assigned to it under 24 C.F.R. 92.2 and C.F.R. 92.203.

5. "Agreement" shall have the meaning given such term in the introductory paragraph above.

6. "Applicable Law Amendments" shall have the meaning given such term in Section XII.E.2 of this Agreement.

7. "Applicable Laws" shall have the meaning given such term in the introductory paragraph of Section IX of this Agreement.

8. "CHDO" shall have the meaning given such term in the introductory paragraph above.

9. "CHDO Policies Manual" shall mean County's HOME Division Community Housing Development Organizations Policies Manual, as it may be amended by County from time to time.

10. "CHDO Proceeds" shall mean proceeds retained by CHDO in accordance with 24 C.F.R. 92.300(a)(2).

11. "CHDO Proposal" shall mean the proposal submitted by CHDO to the County for fiscal year 2014 concerning CHDO's proposed participation in the HOME Program, a copy of which is attached hereto as "Exhibit D".

12. "County" shall have the meaning given such term in the introductory paragraph above.

13. "County Indemnitees" shall have the meaning given such term in Section XI.B of this Agreement.

14. "Default" shall have the meaning given such term in Section X.A. of this Agreement.

15. "Developer's fee" shall mean a fee payable to CHDO as compensation for the services performed hereunder and, unless other agreed in writing by the parties, will be earned and paid on a per unit basis.

16. "Effective Date" shall have the meaning given such term in the introductory paragraph above.

17. "Home buyer" or "home owner" shall mean the individual to whom the CHDO is providing assistance pursuant to the HOME Program.

18. "HOME Funds" shall have the meaning given such term in the first recital above.

19. "HOME Program" (also called "HOME") shall have the meaning given such term in the first recital above.

20. "HUD" shall have the meaning given such term in the first recital above.

21. "Judicial Action" shall have the meaning given such term in Section XII.B of this Agreement.

22. "Losses" shall have the meaning given such term in Section XI.B of this Agreement.

23. "Low-Income Families" shall have the meaning assigned to it under 24. C.F.R. 92.2.

24. "Owner Investment Returned First" shall mean the recapture option defined under 24 C.F.R. 92.254(a)(5)(ii)(A)(4).

25. "Project" means all services and obligations provided by the CHDO pursuant to this Agreement and, with respect to a particular Unit, means the portion of such services and obligations applicable to the Unit.

26. "Right of first refusal" shall mean the CHDO's right to repurchase property for which the home owner received assistance from the Project.

27. "Right of First Refusal Agreement" shall mean a Right of First Refusal, Option to Purchase, and Agreement Regarding Distribution of Proceeds entered into among the County, the CHDO and a home owner.

28. "Section 3" shall have the meaning given such term in Section IX.H.1 of this Agreement.

29. "Suspension Notice" shall have the meaning given such term in Section X.A of this Agreement.

30. "Term of this Agreement" shall mean the period commencing on the Effective Date and terminating on August 31, 2017, unless sooner terminated as herein provided.

31. "Termination Date" shall have the meaning given such term in Section X.D.2 of this Agreement.

32. "Termination Notice" shall have the meaning given such term in Section X.B of this Agreement.

33. "Transaction Document" shall mean (i) each document delivered by CHDO to County pursuant to this Agreement and (ii) each agreement entered into by CHDO pursuant to this Agreement, including without limitation the Homebuyer Assistance Contract and the Right of First Refusal Agreement.

34. "Unit" shall have the meaning given such term in Section II.A.2 of this Agreement.

B. GENERAL

References in this Agreement to "Sections" and "Exhibits" shall be to the Sections and Exhibits of this Agreement, unless otherwise specifically provided. Where the context or construction otherwise requires, all words applied in the plural shall be deemed to have been used in the singular, and vice versa. The masculine shall include the feminine and neuter, and vice versa; and the present tense shall include the past and future tense, and vice versa.

SECTION II

PROJECT DESCRIPTION, SCHEDULE AND BUDGET

A. PROJECT DESCRIPTION

1. During the Term of this Agreement, County agrees to grant CHDO $250,000 utilizing FY 2014 HOME funds for the Project, subject to the conditions of this Agreement.

2. During the Term of this Agreement, CHDO shall, pursuant to the terms of this Agreement, perform all professional, technical and construction services necessary to complete the construction, development and occupancy of a total number of ten (10) affordable housing units (each, a "Unit").

3. The Units will be located in the County of Hidalgo, Texas, and outside of the city limits of the cities of McAllen, Mission, Edinburg and Pharr.

4. CHDO will sell Units only to low-income families whose annual incomes, as calculated pursuant to 24 C.F.R. 92.203, qualify for assistance under the HOME Program, including without limitation pursuant to 24 C.F.R. 92.254.

5. CHDO will provide ten (10) low-income families (80% and below the area median income), qualified buyers with homebuyer education, general construction services and long-term flexible financing.

6. All work will be performed in essentially the manner proposed in the CHDO Proposal.

7. CHDO's services with respect to the Project include, without limitation, satisfaction of all CHDO obligations under this Agreement, including without limitation those set forth in Sections III, IV, V, VIII and IX hereof.

B. PROJECT SCHEDULE

1. CHDO agrees to complete the Project, as required by this Agreement, in accordance with the timetable set forth below:

Activity	Deadline
Environmental Review	June, 2015
Acquisition	June, 2015
Securing/Packaging Project Financing	October, 2014
Securing Pre-qualified Prospective Buyers	October, 2014
Homeownership Counseling	August, 2016
Construction Specifications and Cost Estimates	August, 2016
Construction Bids	August, 2016
Anticipated Draws	September, 2016
Construction Start (last unit)	June, 2017
End Construction (last unit)	August, 2017
Sign Sales Contract (last unit)	August, 2016
Sale/Loan Closing (last unit)	August, 2017

2. Without limiting the generality of Section XII.B, CHDO acknowledges and agrees that compliance with the schedule set forth in Section II.B.1, including timely completion of the work specified in this Agreement in order to complete units on the specified schedule, is an integral and essential part of CHDO's performance. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of Federal funds if such deadlines are not met. By the acceptance and execution of this Agreement, it is understood and agreed by CHDO that the Project will be completed as expeditiously as possible and that CHDO will make every effort to ensure that the Project will proceed and will not be delayed. Failure to meet these deadlines can result in cancellation of this Agreement and the revocation of the HOME funds.

3. CHDO shall include appropriate provisions to be inserted into all contracts or subcontracts related to the Project to ensure the Project will be completed according to the schedule set forth in Section II.B.1.

4. In the event CHDO is unable to meet the above schedule because of delays resulting from acts of God, untimely review and approval by County and other governmental authorities having jurisdiction over the Project, or other delays that are not caused by CHDO, County shall grant a reasonable extension of time for completion of the work. It shall be CHDO's responsibility to notify County promptly in writing whenever a delay is anticipated or experienced and to inform County of all facts and details related to the delay.

C. PROJECT BUDGET

1. County will make HOME Funds available to CHDO in the amount of set forth in Section II.A.1 for the implementation of the Project, subject to the terms and conditions of this Agreement. In addition, CHDO will leverage $541,900 in public and private financing for below-market mortgages for completion of the Project. Such funds will be allocated as follows:

	HOME Funds	Leverage Funds	Total Cost
Pre-Development	$	$	$
Acquisition	$	$ 150,000	$ 150,000
Construction	$ 250,000	$ 335,400	$ 585,400
Hard Costs	$	$	$
Soft Costs	$	$ 56,500	$ 56,500

2. CHDO shall promptly provide a specific working budget to County incorporating and supplementing the information set forth in Section II.C.1, and identifying all sources and uses of funds, and allocate HOME and non-HOME funds to activities or line items.

SECTION III

CHDO'S WARRANTIES, REPRESENTATIONS AND OBLIGATIONS

The project shall be administered in accordance with, and CHDO shall comply with, the Act, including implementing federal regulations contained in 24 CFR Part 92; the CHDO Policies Manual and the CHDO Proposal. CHDO shall also perform all activities in accordance with the terms of Project Description (Section II.A), Project Schedule (Section II.B), Project Budget (Section I.C), Certifications ("Exhibit A"); and all other statements made by CHDO in its CHDO Proposal for the project funded under this Agreement; and with all other terms, provisions, and requirements set forth in this Agreement.

A. AFFORDABILITY

The County will enforce the Recapture Policy as defined in Section IV.E of the CHDO Policies Manual in order to address the continued affordability of housing units acquired with HOME funds.

1. CHDO shall utilize the following documents:

    a. Homebuyer Assistance Contract,
    b. First and Second Lien Deeds of Trust,
    c. First and Second Lien Real Estate Notes, and
    d. Right of First Refusal Agreement,

    each in form satisfactory to County and based on the County forms, to address key recapture provisions such as affordability period, principal residency and transfer of title to property. All documents between the CHDO and the home buyer shall provide that the CHDO's rights transfer to County in the event the CHDO ceases operating as a CHDO under the HOME Program, merges with another entity (without the prior written consent of the County to continue this Agreement with such merged entity), terminates, dissolves, liquidates or its existence as an entity is otherwise forfeited. CHDO shall cause the Deeds of Trust and the Right of First Refusal Agreement to be promptly recorded in the real property records of the Hidalgo County Clerk and promptly return the original, recorded document to County. County shall also be given the original of any other agreement to which it is a party.

2. CHDO shall conduct principal residency verifications on Units throughout the duration of the affordability period.

3. CHDO shall utilize the HOME-Assisted Unit Tracking Report as a tracking mechanism for principal residency.

4. CHDO shall ensure that all or a portion of HOME funds are recouped should the unit cease to be the home owner's principal residence, dependant upon the type of loan the home owner has received. The CHDO must, to the extent allowed by applicable law, require the home owner repay the entire HOME funds as follows:

    a. If given a forgivable loan, the County will require that the entire HOME funds are returned.

    b. If the loan is amortized, the home owner will be liable to return the total HOME funds minus any HOME principle payments paid to date.

    All such funds shall be paid to the County.

5. CHDO shall ensure fulfillment of the "*Owner Investment Returned First*" recapture option by allowing the home owner to recover their full investment (the home owner's original downpayment plus principal payments the home owner made on the loan) from net proceeds in the event that there is a voluntary or involuntary transfer of title.

6. CHDO understands that it is the CHDO's obligation to ensure the County is paid the total amount of all funds that are to be recaptured.

7. CHDO shall have the *"right of first refusal"* to repurchase the property in case of voluntary or involuntary transfer of title, and shall use the Right of First Refusal Agreement, in form satisfactory to County and based on the County form, with all home owner's receiving assistance pursuant to the Program in order to secure such right.

8. CHDO shall not allow a loan payoff by the client before the affordability period is over and will only accept such transaction, which will be handled on a case by case basis, if there is an involuntary transfer of title.

9. CHDO shall clearly explain all affordability requirements as listed under this Section III.A.1-8 at loan closing and obtain an affidavit signed by the home buyer as evidence of the home buyer's understanding of and commitment to these obligations.

10. Unless otherwise specified in writing by County, County will take a lien on real property purchased by the CHDO for home ownership projects and/or liens on individual home buyer's property to secure the County's investment during the Affordability Period, which lien will be released following the end of the affordability period. CHDO shall not acquire any real property with funds obtained pursuant to this Agreement or subsequently transfer any such property to a home buyer without confirming whether the County will place a lien on the real property and, if so, executing and recording the appropriate lien documentation.

11. CHDO agrees that the County has the right to enforce the terms of this Agreement and the Transaction Documents to the maximum extent allowed by law.

B. LEGAL AUTHORITY

1. CHDO represents and warrants that CHDO possesses the legal authority to enter into this Agreement, to receive HOME Funds authorized by this Agreement, and to perform the services CHDO has obligated itself to perform hereunder.

2. Each person signing and executing this Agreement on behalf of CHDO, or representing themselves as signing and executing this Agreement on behalf of CHDO, does hereby represent, warrant and guarantee that such persons have been duly authorized by CHDO to execute this Agreement on behalf of CHDO and to validly and legally bind CHDO to all terms, performances, and provisions herein set forth.

C. SUBCONTRACTS

1. Except for subcontracts to which the federal labor standards requirements apply, CHDO may not subcontract for performances described in this Agreement without obtaining County's prior written approval. CHDO shall only subcontract for performances described in this Agreement to which the federal labor standards requirements apply after CHDO has submitted a Subcontractor Eligibility form, as specified by County, for each such proposed subcontract, and CHDO has obtained County's prior written

approval, based on the information submitted, of CHDO's intent to enter into such proposed subcontract. CHDO, in subcontracting for any performances described in this Agreement, expressly understands that in entering into such subcontracts, County is not in any manner liable to CHDO's subcontractor(s).

2. In no event shall any provision of this Section, specifically the requirement that CHDO obtain County's prior written approval of a subcontractor's eligibility, be construed as relieving CHDO of the responsibility for ensuring that the performances rendered under all subcontracts are rendered as so as to comply with all of the terms of this Agreement, as if such performances rendered were rendered by CHDO. County's approval of subcontractor's eligibility under this Section does not constitute adoption, ratification or acceptance of CHDO's or subcontractor's performance hereunder. The act of approval of subcontractor's eligibility under this Section does not waive any right of action which may exist or which may subsequently accrue to County under this Agreement. County retains at all times the right to insist upon CHDO's full compliance with the terms of this Agreement.

3. CHDO shall comply with all applicable federal, state, and local laws, regulations, and ordinances when making procurements under this Agreement.

4. CHDO shall comply with all applicable federal, state, and local laws, regulations and ordinances for the Term of this Agreement.

D. DEBARRED CONTRACTORS

In accordance with the provisions of 24 CFR, Part 24, relating to the employment, engagement of services and awarding of contracts, CHDO shall not employ, award contract to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by HUD. In addition, County shall have the right to suspend or terminate this Agreement if CHDO is debarred, suspended, proposed for debarment, or ineligible from participating in the HOME Program.

E. HOME PROGRAM

1. CHDO acknowledges and agrees that its performance of its obligations under this Agreement must be rendered in accordance with the Act, the regulations promulgated under the Act, the assurances and certifications made to County by CHDO, and the assurances and certifications made to HUD by County with regard to the operation of the HOME Program. Based on these considerations, and in order to ensure the legal and effective performance of this Agreement by the parties, it is agreed that performances under this Agreement are amended by the provisions of the HOME Program, any amendments thereto, and any policy directives that may be issued by HUD that serve to establish, interpret or clarify performance requirements.

2. It is understood that CHDO has certified that it is and will maintain Community Housing Development Organization status for the Term of the Agreement in accor-

dance with 24 CFR 92. CHDO agrees to provide information as may be requested by County to document its continued compliance, including but not limited to an annual board rooster and certification of continued compliance.

3. All funds CHDO retains as CHDO Proceeds from this Project shall be used in compliance with 24 CFR 92.300(a)(2).

F. INSURANCE

1. Requirements. CHDO shall have in force throughout the term of this Agreement insurance coverage consistent with the requirements in Exhibit B. A certificate to that effect will be provided to County at least ten (10) days prior to start of construction.

2. Notice to the County. CHDO shall require its insurance policies to provide that the HOME Manager of County or such other person designated by County in writing shall be given thirty (30) days advance notice by the insurer prior to cancellation, nonrenewal, or material change of the insurance policies required by this Section III.F. The insurer shall be subject to approval by the County.

3. Compliance. Failure to maintain required insurance will be cause for the County to take control of the Units and will cancel any claim that CHDO may have to the use of the Units. CHDO shall provide County with certificates of insurance reflecting all coverages required in Exhibit B, and shall, upon request of County, promptly provide County with copies of the insurance policies.

4. Right to Re-evaluate and Adjust Limits. The County shall retain the right to reevaluate the insurance requirements and adjust the coverage limits upon thirty (30) days written notice. Insurance coverage limits shall be adjusted no more frequently than once a year.

G. SPONSORSHIP

CHDO agrees to acknowledge the sponsorship of the County at any event promoting the project or any other project sponsor. As such, CHDO shall give credit to County as the project-funding source in all presentations, written documents, publicity and advertisements regarding the development.

H. LITIGATION AND CLAIMS

CHDO shall give County immediate notice of any Action, including any proceeding before an administrative agency filed against CHDO in connection with this Agreement or the HOME program and any claim against CHDO, the cost and expense of which CHDO believes it may be entitled to be reimbursed by County. Except as otherwise directed by County, CHDO shall furnish immediately to County copies of all pertinent papers received by CHDO with respect to such Action or other claim.

SECTION IV

DISBURSEMENTS

A. RELEASE OF FUNDS

1. County shall not release any funds for any costs incurred by CHDO under this Agreement until County has received certification (in the form attached hereto as "Exhibit C") from CHDO that its fiscal control and fund accounting procedures are adequate to assure the proper disbursal of and accounting for funds provided under this Agreement. CHDO understands and agrees that by the execution of this Agreement County shall assume the responsibilities for environmental review, decision making, and other actions in accordance with and to the extent specified in 24 CFR 92.352 and 24 CFR, Part 58. However, if CHDO has staff experience and/or means to perform the environmental review, CHDO may request in writing, from County, approval to perform such review.

2. Payments to CHDO hereunder consist of (a) reimbursement for actual expenses incurred or paid and (b) developer's fees.

B. REQUESTS FOR REIMBURSEMENT AND DEVELOPER'S FEES

County will provide funds under this Agreement in accordance with the requirements of 24 CFR 92.502. CHDO may not request reimbursement of funds under this Agreement until funds are needed for payment of eligible costs and in accordance with 24 CFR 92.206-208 and CHDO Policies Manual Section III. It is expressly understood and agreed by the parties hereto that payments under this Agreement are contingent upon CHDO's full and satisfactory performance of its obligations under this Agreement. County reserves the right to recapture unexpended funds provided under this Agreement in the event County determines that CHDO will be unable to expend funds within the prescribed time as determined by County. County shall not be liable to CHDO for any costs incurred or performance rendered by CHDO before commencement or after termination of this Agreement.

1. Request for Reimbursement Submittals. The requests for reimbursement shall include an invoice and other supporting documentation for expenses incurred along with the County Request for Reimbursement cover sheet. For the purpose of expedience and in order to ensure that requests for reimbursement are processed the week that they are delivered to the County, completed requests must be submitted no later than 12 noon on Tuesday of that week. Any request (or supporting documentation) received after the cut-off may be held for processing until the following week. Funds will be disbursed within thirty (30) days provided all required supporting documentation has been submitted. All such expenses shall be in conformance with 24 C.F.R. 92.206 and applicable HUD disbursement requirements.

2. Inspections. When a request is submitted indicating that a unit is at 50% and/or 100% complete, County will perform an inspection on the unit in order to confirm the applicable completion threshold needed to process the payment. County will also accept as confirmation a Certificate of Occupancy or inspection report from a certified inspector indicating the completion threshold. Payment will not be made unless the applicable completion threshold is confirmed as provided herein.

3. Developer's Fees. When applicable, the County will allow for the payment of developer's fees in order to ensure completion of specific project milestones. This fee will only be payable if it has been negotiated and agreed in writing between the County and the CHDO prior to acquisition of the property on which the CHDO will construct the unit. With respect to any unit, progress payments of developer's fees will not exceed the cumulative maximum percentages of total developer's fees listed below. The request for payment must include appropriate documentation that justifies the payment for services rendered and will be paid according to the following schedule:

Milestone	Documentation	Max. Cumulative Developer's Fee %
Acquisition Closing	Settlement Statement	25%
50% Construction Complete	50% Passed - Inspection Report	50%
100% Construction Complete	100% Passed – Inspection Report/ Certificate of Occupancy	75%
Home Buyer Loan Closing	Settlement Statement and Final Property Development Budget	100%

If multiple projects or units are involved, and the parties have so agreed in writing, the developer's fee may be pro-rated to each building or project, and the applicable percentage may be applied to each.

4. Prohibition Against Payments of Bonuses or Commissions. The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purposes of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Acts of 1974 or 1977, or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

5. County reserves the right to inspect records and project sites to determine that reimbursement and developer fee requests are reasonable. County reserves the right to hold payment until adequate documentation has been provided to and reviewed by County.

SECTION V

REPORTING REQUIREMENTS

CHDO shall submit to County such reports on the operation and performance of this Agreement as may be required by County including but not limited to the reports specified in this Section V. In addition, CHDO shall provide County with all reports necessary for compliance with 24 CFR 92.509 and 24 CFR Part 92, Subpart L and those reports listed in the CHDO Policies Manual Section VII. In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed by the parties hereto that if CHDO fails to submit to County in a timely and satisfactory manner any report or supporting documentation required by this Agreement, County may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by CHDO hereunder. If County withholds such payments, it shall notify CHDO in writing of its decision. Payments withheld pursuant to this paragraph may be held by County until such time as the delinquent obligations for which funds are withheld are fulfilled by CHDO.

A. PRELIMINARY DOCUMENTATION

Before the CHDO is able to begin construction of a unit, a Preliminary Project Summary must be submitted to the County for project level approval. The Preliminary Project Summary will include the following documents:

1. The Estimated Project Development Budget includes all anticipated costs and funding sources for the development of the project.

2. Along with the Estimated Project Development Budget, the CHDO shall submit all documentation utilized to determine home buyer eligibility as follows:

    a. CHDO Board Approval of Home Buyer
    b. Conflict of Interest Affidavit
    c. Part 5 Income Calculation Sheet
    d. Current Check Stubs (last three consecutive months) OR Verification of Employment
    e. Self Employment Earnings Documentation (if applicable)
    f. Unemployment Letter (if applicable)
    g. Child Support Benefits Letter (if applicable)
    h. Social Security and/or Disability Benefits Award Letter (if applicable)
    i. Copy of Bank Statements – (Checking Account, last six consecutive months or Savings account, most recent month) OR Verification of Assets on Deposit (if applicable)

j. Recorded Divorce Decree (if applicable)
k. Identification Card (DL/SSN/BC)
l. Purchase Order Request Letter
m. Commitment Letter to Home Buyer
n. Copy of Loan Application
o. Good Faith Estimate
p. Underwriting Worksheet
q. Builder's Contract/Plans & Specs
r. Homebuyer Class Certificate

While not every item in this Section V.A.2 will be applicable to each home buyer, the CHDO must submit all documents that are applicable to the particular home buyer.

B. PROJECT DEVELOPMENT

County will track the development of each individual project by assessing requests for reimbursements, processing of developer's fees payments and inspections. CHDO shall promptly provide all documentation required by County hereunder.

C. FINAL DOCUMENTATION

Once construction of the unit is complete, CHDO shall provide County with the Final Project Summary, which will include the following:

1. The Final Project Development Budget, including actual costs and funding sources for the completion of the project. This worksheet will identify the total direct and development subsidies, which will allow for the calculation of the project's affordability period.

2. The CHDO Proceeds Calculation form.

3. Home Buyer Information, including information pertaining to household size, income levels, racial characteristics, and the presence of female headed households in order to determine low and moderate-income benefit.

4. Home Buyer Closing Documents. Once the sale of the unit has occurred, CHDO shall submit final closing documents, including the following:

    a. Homebuyer Assistance Contract
    b. Final Appraisal Report
    c. Copy of Recorded 1st and 2nd Lien Deeds of Trust
    d. Copy of 1st and 2nd Lien Real Estate Note
    e. Copy of Settlement Statement
    f. Copy of Truth-in-Lending Disclosure
    g. Final 100% Inspection Report OR Certificate of Occupancy

h. Copy of Home Owner's Insurance
i. Copy of Recorded Right of First Refusal Agreement
j. Any other documents required by County

D. ANNUAL REPORTS

Assisted Unit Tracking Report. CHDO shall submit the Assisted Unit Tracking Report to the County no later than fifteen (15) calendar days past the County fiscal year ending date (June 30th). This report is comprised of the following two sections listing all County funded units that are within their specified affordability period and have generated or are currently generating CHDO proceeds.

1. Affordability and Principle Residency. This section of the report will provide detailed information regarding unit occupancy for the purpose of tracking affordability and principle residency compliance.

2. CHDO Proceeds. This section of the report will include unit proceeds origination, amount and utilization type (rehab., acquisition, construction, etc.).

E. CHDO PROCEEDS

The HOME Final Rule, 24 CFR 92.300(a)(2), allows County the option of permitting CHDOs to retain any "proceeds" resulting from the CHDO's investment of its CHDO set-aside funds or requiring the CHDO to return these proceeds to the participating jurisdiction – which will be categorized as program income. CHDO Proceeds include, but are not limited to, the permanent financing of a CHDO project which is used to pay off a CHDO financed construction loan; the sale of CHDO developed homeownership housing; the principal and interest payments from a loan to a buyer of CHDO developed homeownership housing. All CHDO Proceeds shall be retained by the CHDO; such CHDO Proceeds, however, must be re-invested by CHDO and applied towards housing activities for low and moderate income individuals and families including, but not limited to, acquisition, construction and rehabilitation of home ownership projects in accordance with the Act and applicable regulations. The CHDO shall submit CHDO Proceeds reports as described within Sections V.C.2 & V.D.2.

SECTION VI

COUNTY'S OBLIGATIONS

1. In consideration of full and satisfactory performance of CHDO's obligations pursuant to this Agreement, including without limitation the activities referred to in Section II.A., County shall make payment under the grant for the actual and reasonable costs incurred by CHDO during the Term of the Agreement rendered under this Agreement by CHDO, subject to the limitations set forth in this Section VI.

a. It is expressly understood and agreed by the parties hereto that County's obligations under this Section VI are contingent upon the actual receipt of adequate federal funds to meet County's liabilities under this Agreement. If such adequate funds are not available to make all payments under this Agreement, County shall notify CHDO in writing within a reasonable time after such fact is determined, and County may then terminate this Agreement and will not be liable for failure to make payments to CHDO under this Agreement.

b. County shall not be liable to grant CHDO money for any costs incurred by CHDO, or any portion thereof, which have been paid to CHDO or is subject to payment to CHDO, or has been reimbursed to CHDO or is subject to reimbursement to CHDO by any source other than County.

c. County shall not be liable to grant CHDO money for any costs incurred by CHDO which are not allowed costs, as set forth in 24 CFR 92.206, the CHDO Policies Manual or pursuant to this Agreement. Funds provided under this Agreement may not be used for payment of prohibited activities as defined in 24 CFR 92.214.

d. County shall not be liable to grant CHDO money for any costs incurred by CHDO or for any performances rendered by CHDO which are not strictly in accordance with the terms of this Agreement.

e. County shall not be liable to grant CHDO money for any costs incurred or performances rendered by CHDO before commencement of this Agreement or after termination of this Agreement.

f. County shall not be liable to grant CHDO money for any costs incurred by CHDO for any unit that exceeds the per-unit subsidy dollar limitation established under Section 221(d)(3) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)).

2. Notwithstanding any other provision of this Agreement, the total of all payments and other obligations incurred by County under this Agreement shall not exceed the sum of $250,000.

SECTION VII

PRICE ADJUSTMENTS

A. PROCEDURE FOR REQUESTING PRICE ADJUSTMENTS

In the event CHDO desires a price adjustment during a period of national crisis and unstable economic conditions, which lead to unforeseen price increases elevating costs of goods and services contracted on an annual basis, the following procedure will be used to mediate price volatility:

1. CHDO may request price adjustments for contracts entered into by CHDO and a supplier in connection with the Project, by providing a written request to the County's Purchasing Agent. Such written request must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document, and be accompanied by a certified copy of the supplier's advisory or notification to CHDO of the price changes.

2. CHDO must, at its sole cost and expense, include the County's Purchasing Agent on the mailing lists for publications that support the CHDO's request for the price adjustment so that the Purchasing Agent can monitor the price changes.

3. In making a determination on a request for price adjustment, the County's Purchasing Agent may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract. The County's Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of County.

4. No price increase will be authorized in excess of the amount of the increase referred to in the supplier's notice to CHDO and the total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

5. County may only grant a price increase if the evidence presented is deemed reliable by County, in County's sole discretion. In the event County allows a price increase, the approved price change shall be honored for all orders received by CHDO or the supplier after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at the time of the price change.

B. TIME FRAME FOR ADJUSTED PRICE INCREASES

Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless CHDO notifies County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the CHDO is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County's Purchasing Agent shall have sole discretion whether to grant the price increase extension. The County shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to CHDO at any time upon written notice from County to CHDO demonstrating justification for such reduction, elimination or extension of the price adjustment.

C. ALLOWABLE REVIEW PERIODS

Price adjustment reviews may only be requested by CHDO on a quarterly basis. However, County may, at its own discretion, conduct temporary price adjustment reviews at any time. The County's Purchasing Agent and/or the County's Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice to CHDO and during normal business hours.

D. PRICE REDUCTION

CHDO shall notify County at the time when the CHDO's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this Agreement shall be reduced accordingly. Failure by the CHDO to notify the County of a decrease in costs for items and/or supplies for which the CHDO was granted a price adjustment, may result in immediate termination of this Agreement and County shall not be obligated to pay CHDO the difference between the contract price and the price adjustment.

SECTION VIII

RECORDS, MONITORING AND AUDITING

A. RETENTION AND ACCESSIBILITY OF RECORDS

1. CHDO shall maintain records of the receipt, accrual, and disposition of all CHDO Proceeds as required for all funds under this Agreement.

2. CHDO must establish and maintain those records listed under 24 CFR 92.508 and other records as may be determined by County.

3. CHDO shall give the County, the Comptroller of the United States, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by CHDO pertaining to this Agreement. Such right to access shall continue as long as the records are retained by CHDO. CHDO agrees to maintain such records in an accessible location.

4. All records pertinent to this Agreement shall be retained by CHDO for five years following affordability period, completion of construction or of submission of the final closeout reports, whichever is later, with the following exceptions:

    a. If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

b. Records relating to real property acquisition shall be retained for the period of affordability required under 24 CFR 92.254 or 24 CFR 92.252 as applicable, plus five years.

c. Records covering displacement and acquisitions must be retained for at least five years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 CFR 92.353.

5. CHDO must provide citizens, public agencies, and other interested parties with reasonable access to records consistent with the Texas Public Information Act, TEXAS GOVERNMENT CODE, Chapter 552.

6. CHDO shall include the substance of Section VIII.A.2-5 in all subcontracts.

B. MONITORING

The County reserves the right to carry out field inspections to ensure compliance with the requirements of this Agreement. CHDO shall attend a preconstruction meeting prior to first construction draw. After each monitoring visit, County shall provide CHDO with a written report of the monitor's finding. If the monitoring reports note deficiencies in CHDO's performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by CHDO. Failure by CHDO to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X.A & X.B of this Agreement.

C. AUDITING

1. Unless otherwise directed by County, CHDO shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Agreement, subject of the following conditions and limitations:

   a. CHDO shall have an audit and/or financial statement made in accordance with 24 CFR 92.506, 24 CFR Part 85.26 or OMB Circular A-133 and the CHDO Policies Manual for any of its fiscal years included within the term of this Agreement in which CHDO receives more than $500,000 in federal financial assistance provided by a federal agency in the form of grants, agreements, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but federal financial assistance does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of state and local government.

b. At the option of CHDO, each audit required by this section may cover either CHDO's entire operations or each department, agency, or establishment of CHDO which received, expended or otherwise administered federal funds.

c. CHDO may utilize funds budgeted under this Agreement to pay for that portion of the cost of such audit services properly allocable to the activities funded by County under this Agreement, provided, however, that County shall not make payment for the cost of such audit services until County has received such audit report from CHDO.

d. Unless otherwise specifically authorized by County in writing, CHDO shall submit the report of such audit to County within thirty (30) days after completion of the audit, but no later than one (1) year after the end of each federal fiscal period included within the tem of this Agreement. Audits performed during this Agreement period are subject to review and resolution by County or its authorized representative.

e. As part of its audit, CHDO shall verify expenditures made according to Section II.C.

2. County reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Agreement. CHDO agrees to permit County or its authorized representative to audit CHDO's records and to obtain any documents, materials, or information necessary to facilitate such audit. CHDO shall provide an annual audit to County of funds received in performance of this Agreement.

3. CHDO understands and agrees that it shall be liable to County for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Agreement, which includes audits by County and by HUD. CHDO further understands and agrees that reimbursement to County of such disallowed costs shall be paid by CHDO from funds which were not provided or otherwise made available to CHDO under this Agreement.

4. CHDO shall take necessary action to facilitate the performance of such audit or audits conducted pursuant to this Section VIII.C as County may require of CHDO.

5. All approved HOME audit reports shall be made available for public inspection within 30 days after completion of the audit.

SECTION IX

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAW

CHDO agrees, covenants and warrants that CHDO will comply with all applicable federal, state and local laws, ordinances, codes, rules, regulations relating to this Agreement and the Project

("Applicable Laws"), including, but not limited to, the Act, 24 C.F.R. Part 92, and any other Applicable Laws referenced in this Agreement and this Section IX.

A. FAITH-BASED ACTIVITIES

In the event that CHDO can be considered a religious or faith-based organization, CHDO shall comply with the provisions of 24 C.F.R. 92.257.

B. FAIR HOUSING

CHDO shall administer the HOME Funds in a manner that provides housing that is suitable from the standpoint of facilitating and furthering full compliance with the applicable provisions of title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d—2000d-4), the Fair Housing Act (42 U.S.C. 3601 *et seq.*, E.O. 11063 (3 C.F.R., 1959-1963 Comp., p. 652), Age Discrimination Act of 1975, as amended (42 U.S.C. 6101—6107), 24 C.F.R. 5.105(a), and HUD regulations issued pursuant thereto; and that promotes greater choice of housing opportunities.

C. NON-DISCRIMINATION

In the selection of occupants for Units, CHDO shall comply with all non-discrimination requirements of 24 C.F.R. 92.350.

D. ACCESSIBILITY FOR PERSONS WITH DISABILITIES

CHDO shall comply with the Uniform Federal Accessibility Standards set forth in 24 C.F.R., Part 40, Appendix A. Section 504 of the Rehabilitation Act of 1973 (prohibits discrimination based on physical handicap) (Pub.L. 93-112), as amended, and implementing regulations when published for effect.

E. AFFIRMATIVE MARKETING

1. CHDO shall adopt and submit for County's approval, no later than thirty (30) days following the Effective Date of this Agreement affirmative marketing procedures and requirements for the purpose of providing information and otherwise attracting eligible persons in the housing market area to the Units without regard to race, color, national origin, sex, religion, familial status or disability. Such affirmative marketing procedures and requirements must comply with 24 C.F.R. 92.351 and must include:

    a. methods the CHDO will use for informing the public and potential home buyers about Federal fair housing laws and the County's and CHDO's affirmative marketing policy.

    b. CHDO's advertisement of any vacant Units, any press releases and any written communications to fair housing and other groups, must include the Equal Housing Opportunity logotype or slogan. Advertising media used by CHDO may include

newspaper, radio, television, brochures, leaflets, or may involve simply a sign in a window.

c. Procedures to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing without special outreach, which procedure may include use by CHDO of community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.

d. Records to be kept by CHDO describing the actions taken by CHDO to affirmatively market the Units in accordance with this Section IX.E. and records to assess the results of these actions.

e. CHDO maintaining a file containing all marketing efforts, including, but not limited to, copies of newspaper ads, memos of phone calls, copies of letters and all records pursuant to Section IX.E.1.d., all of which will be available for inspection by County. CHDO acknowledges County will inspect the records at least annually.

f. CHDO maintaining a listing of all home buyers residing in each Unit for five (5) years after the Project completion date or for such longer period as is provided herein.

g. A description of how CHDO will annually assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing procedures and requirements are not met.

2. CHDO shall comply with the affirmative marketing procedures and requirements adopted pursuant to 24 C.F.R. 92.351 and Section IX.E.1. County will assess the CHDO's efforts during marketing of the Units by use of (i) compliance certifications to be provided by CHDO to County at least annually, such certifications to be in the form and substance required by County; and (ii) monitoring visits by County to the Project at least annually. In the event CHDO fails to follow the affirmative marketing procedures and requirements, corrective actions by County shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions as County may deem necessary, in County's sole discretion.

F. EQUAL EMPLOYMENT OPPORTUNITY

1. CHDO shall comply with Executive Order 11246, which provides that there shall be no discrimination in employment under federally assisted construction. In providing the work and services herein specified, CHDO shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. CHDO shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment

advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CHDO shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the federal government or the County setting forth the provisions of this nondiscrimination clause. Such notices shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. CHDO shall incorporate the foregoing requirements in all of its contracts for the Project, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for the Project.

2. CHDO will send to each labor union or representative of workers with which CHDO has a collective bargaining agreement or other contract or understanding, a notice to be provided by County, advising the labor union or worker's representative of the CHDO's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3. CHDO will, in all solicitations or advertisements for employees placed by or on behalf of CHDO, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

4. CHDO will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. CHDO will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

6. In the event CHDO is found to be in noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the CHDO may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.

7. CHDO will include the provisions of Sections IX.F.1 through IX.F.6 in every contract, subcontract or purchase order relating to the Project, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each contractor, subcontractor or vendor. CHDO will take such action with respect to any contract, subcontract or purchase order as County may direct

as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the CHDO becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by County, CHDO may request the United States to enter into such litigation to protect the interest of the United States.

G. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

CHDO shall comply with the requirements relating to minority and women's business enterprises set forth in Executive Order No. 11625 of October 13, 1971, 36 Fed. Reg. 1967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; and Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg. 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 23637. CHDO shall collect data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of $25,000 or more paid, or to be paid, with HOME Funds. This data should indicate which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of recipient's affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special out-reach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the award of any contract or subcontract solely or in part on the basis of race or gender.

H. LABOR, TRAINING AND BUSINESS OPPORTUNITY

CHDO shall comply with Federal regulations governing training, employment and business opportunities as follows:

1. It is agreed that the work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the area of the project.

2. CHDO will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD and set forth in 24 Code of Federal Regulations and all applicable rules and orders of HUD issued thereunder and any and all applicable amendments thereto made prior to the Effective Date of this Agreement or during the Term of this Agreement. CHDO certifies that CHDO is under no contractual or other disability which would prevent CHDO from complying with these requirements.

3. CHDO will send to each labor organization or representative of workers with which it has a collective bargaining contract or other contract or understanding, if any, a notice advertising to the said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4. CHDO will include the provisions of this Section IX.H in every contact and subcontract for work in connection with the Project and will take appropriate action pursuant to the contract or subcontract upon a finding that the contractor or subcontractor is in violation of regulations issued by the Secretary of HUD, in 24 Code of Federal Regulations. CHDO will not contract or subcontract with any contractor or subcontractor where CHDO has notice or knowledge that such contractor or subcontractor has been found in violation of regulations under 24 Code of Federal Regulations and will not let any contract or subcontract unless the contractor or subcontractor has first provided CHDO with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

5. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations, and all applicable rules and orders of HUD issued thereunder prior to the execution of the contract or subcontract shall be a condition of the federal financial assistance provided to the Project, and a continuing condition binding upon CHDO for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject CHDO, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations and any and all applicable amendments thereto.

I. DAVIS BACON AND RELATED ACTS

CHDO shall ensure that any contract for construction of housing that includes 12 or more dwelling Units will contain a provision requiring the payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C.§276A-5) to all laborers and mechanics employed in the development of any part of the housing and contracts involving their employment shall be subject to the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C.§§327-333) and applicable regulations. Construction contractors and subcontractors, must comply with regulations issued under these acts and with other federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), as applicable.

J. CONFLICT OF INTEREST

No officer, employee, or agent of CHDO who exercises any functions or responsibilities with respect to the HOME Program or to the services and work to be performed by CHDO pursuant to this Agreement, during such officer's, employee's, or agent's tenure or for one (1) year thereafter, shall have any personal or financial interest or benefit, direct or indirect, in this Agreement or the proceeds thereof. CHDO shall incorporate or cause to be incorporated in every contract required to be in writing a provision prohibiting such interest pursuant to the purposes of this Section IX.J. Exceptions to the provision are allowed; provided, however, they must meet the requirements of 24 CFR Part 92.356(d).

K. FLOOD DISASTER PROTECTION

1. Notwithstanding any other provision of this Agreement, CHDO shall comply with the Flood Disaster Protection Act of 1973, as amended (P.L. 93-234), and the standards issued thereto. No portion of the HOME Funds granted to CHDO pursuant to this Agreement shall be used for acquisition or construction purposes as defined under Section 3(a) of said act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in an area not in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said act; and the use of any of HOME Funds for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said act.

2. Any contract or Agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001, et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973, as amended. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

M. ENVIRONMENTAL REQUIREMENTS

1. CHDO shall comply with all applicable environmental laws and regulations in fulfilling its obligations hereunder.

2. Notwithstanding any provisions of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site

approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from HUD under 24CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the County's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

3. CHDO will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance, and understands that the violation of this provision may result in the denial of any funds under the Agreement.

N. SITE AND NEIGHBORHOOD STANDARDS

In accordance with 24 CFR 92.251, housing that is newly constructed with HOME funds must meet all applicable local codes, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet the current edition of the, Model Energy Code published by the Council of American Building Officials. CHDO must assure that unit design specifications and necessary inspections of each unit are conducted to meet compliance requirements. File documentation must demonstrate compliance.

O. LEAD-BASED PAINT HAZARDS

Assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations at 24 CFR Part 35, hereby incorporated and made a part of this Agreement by reference. Any funding commitments made by County or CHDO shall be made subject to the provisions for the elimination of lead-based paint hazards under subpart B of said regulations.

P. RELOCATION, DISPLACEMENT AND ACQUISITIONS

CHDO must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this Agreement. CHDO must comply with the applicable provisions of 24 CFR 92.353.

Q. COST PRINCIPLES

CHDO must comply with applicable regulations under OMB Circular No. A-122 and the following requirements of 24 C.F.R. Part 84: §§ 84.2, 84.5, 84.13 through 84.16, 84.26 through 84.28, 84.30, 84.31, 84.34 through 84.37, 84.40 through 84.48, 84.51, 84.60 through 84.62, 84.72, and 84.73 pursuant to 24 C.F.R. 92.505(b).

R. POLITICAL ACTIVITY

1. CHDO shall comply with the applicable provisions of the Political Reform Act of 1974, as amended, relating to conflicts of interest (codified at Texas Government Code Section 87000, *et seq.*). CHDO will promptly advise County of the facts and circumstances concerning any disclosure made to it or any information obtained by it relating to conflicts of interest.

2. No portion of the HOME Funds provided to CHDO under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services, or for the employment or assignment of personnel in a manner supporting or resulting in the identification of programs conducted pursuant to this Agreement with the following: (1) any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office; (2) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or (3) any voter registration activity.

3. Participants employed in the administration of County's programs funded by HOME or other Federal funding, and participants whose principal employment is in connection with an activity financed by HOME or other Federal funding or resultant proceeds are subject to limitation on political activities under the Hatch Act (U.S.C. 1502(a), 18 U.S.C. 595). All participants may take part in nonpartisan activities outside working hours.

4. No portion of the HOME Funds provided to CHDO under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the United States Congress.

S. MISCELLANEOUS

1. CHDO shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

2. CHDO shall comply with the provisions of the Copeland Anti-Kick-Back Act (18 U.S.C. 874) as supplemented by applicable regulations (29 CFR Part 3), as amended. CHDO shall include the requirement the to comply with such provisions in every nonexempt subcontract and shall enforce the requirements as may be required by federal, state or local government.

SECTION X

SUSPENSION AND TERMINATION OF THIS AGREEMENT

A. SUSPENSION AND TERMINATION DUE TO DEFAULT

In the event CHDO fails to materially comply with any terms, covenants or provisions of this Agreement (a "Default"), County may, pursuant to 24 CFR 85.43 and this Section X.A, suspend this Agreement and withhold the award of HOME Funds to CHDO, by providing CHDO with written notice of such suspension (the "Suspension Notice"), until CHDO remedies such Default within the time and in the manner set forth in the Suspension Notice.

B. TERMINATION DUE TO DEFAULT

If a Default occurs or if CHDO fails to remedy a Default within the time and in the manner set forth in the Suspension Notice, County may, pursuant to 24 CFR 85.43 and this Section X.B, terminate this Agreement, by providing CHDO with written notice of such termination (the "Termination Notice"). The Termination Notice shall set forth the effective date of the termination of this Agreement, such date to be at least thirty (30) days following the date of Termination Notice.

C. TERMINATION FOR CONVENIENCE

Pursuant to 24 C.F.R. 85.44, this Agreement may be terminated by mutual agreement of County and CHDO, in which event the parties will mutually agree on the effective date of the termination of this Agreement.

D. REVERSION OF ASSETS

Upon termination of this Agreement pursuant to Sections X.B or X.C hereof, or, with respect to Section X.D.3, at the expiration of the Term of this Agreement:

1. all HOME Funds awarded by County pursuant to this Agreement shall be immediately revoked and any approvals by County related to the Project shall immediately be deemed revoked and canceled;

2. CHDO shall be entitled to receive compensation for services provided, and costs incurred, prior to the effective termination date of this Agreement (the "Termination Date"), but not on or after the Termination Date; and

3. all HOME Funds remaining in CHDO's possession as of Termination Date and all accounts receivable payable to CHDO attributable to the use of HOME Funds awarded to CHDO pursuant to his Agreement and attributed to periods following the Termination Date

shall be delivered by CHDO to County within seven (7) business days following the Termination Date.

E. ADDITIONAL REMEDIES

In the event the County determines CHDO is in Default, County may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by CHDO (or any contractor or subcontractor) or take more severe enforcement action against CHDO;

2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

3. Wholly or partly suspend or terminate the current Agreement for CHDO;

4. Withhold further HOME Funds from the CHDO, or

5. Take other remedies that may be legally available.

SECTION XI

RELEASE AND INDEMNIFICATION

A. RELEASE

CHDO hereby releases County and County's elected officials, officers, employees, agents, servants and representatives and their respective heirs, successors and assigns from all claims and liabilities arising out of, resulting from, or relating to the Project, this Agreement or any other Transaction Document.

B. INDEMNIFICATION

CHDO shall indemnify, defend and save and hold County and County's elected officials, officers, employees, agents, servants and representatives and their respective heirs, successors and assigns (collectively, the "County Indemnitees"), harmless against, and shall reimburse the County Indemnitees for, any damages, liabilities, losses, awards, judgments, assessments, fines, sanctions, penalties, charges, costs, and reasonable attorneys' fees (collectively, "Losses") incurred in connection with any claim, dispute, governmental investigation, inquiry, citation, suit, action, arbitration, legal, administrative or other proceeding of any nature, criminal or civil, at law or in equity (collectively, "Action"), arising out of, resulting from, or relating to, (i) any breach of any representation or warranty of CHDO contained in this Agreement or any other Transaction Document; (ii) any breach or default in the performance of any covenant or agreement of CHDO contained in this

Agreement or any other Transaction Document; and (iii) any Action related to the Project, including, but not limited to, the construction, design, development and occupancy of the Project. Notwithstanding anything herein to the contrary, CHDO shall not be obligated to indemnify the County Indemnitees for any losses incurring in connection with any Action arising out of, resulting from, or relating to the gross negligence or intentional misconduct of County Indemnitees.

C. PROCEDURE

Promptly after CHDO receives notice of any Action that is subject to indemnification under this Section XI, CHDO shall give the County written notice of such Action and the details thereof, including copies of all relevant information and documents and, if then known, the amount or method of computation of the amount of Losses relating to the Action. The County Indemnitees will be entitled, at the sole expense and liability of CHDO, to exercise full control of the defense, compromise or settlement of any such Action.

SECTION XII

MISCELLANEOUS PROVISIONS

A. NOTICE

Any notice from one party to the other must be in writing and shall be sufficiently given or made if hand delivered against a written receipt, forwarded by a reputable overnight courier or mailed by United States mail, postage prepaid, by certified mail, return receipt requested, and addressed:

If to CHDO: Affordable Homes of South Texas, Inc
Attention: Robert Calvillo, Executive Director
1420 Erie Ave
McAllen TX 78501

If to County: County of Hidalgo
Urban County Program
Attention: Diana R. Serna, Director
427 E. Duranta Ave, Suite 107
Alamo TX 78516

Any notice forwarded by an overnight courier shall be deemed to have been given on the next business day following the day on which it was forwarded. Any notice mailed shall be deemed to have been given on the third business day following the day on which it was mailed. Either of the parties hereto may at any time give notice in writing to the other of any change of address and thereafter all notices shall be mailed to the new address.

B. TIME OF THE ESSENCE

Time is of the essence with respect to all provisions of this Agreement in which a definite time for performance is specified; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period provided for in this Agreement, if any.

C. INTEGRATION

This Agreement and the agreements and documents referred to herein (including the exhibits hereto) contain the entire agreement and understating of the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to the subject matter hereof. There are no other agreements between or among the parties other than those set forth in this Agreement and the agreements and documents referred to herein. This Agreement includes the following exhibits:

Exhibit A Certification Regarding Lobbying for Agreements, Grants, Loans and Cooperative Agreements.
Exhibit B Insurance Requirements
Exhibit C Affidavit of Standards for Financial Management
Exhibit D CHDO Proposal

D. FURTHER ASSURANCES

CHDO shall execute and deliver all documents and instruments and shall do any and all acts and things reasonably requested by County (a) in connection with the performance of the obligations undertaken by CHDO under this Agreement; (b) to perfect and evidence the transactions contemplated by this Agreement; and/or (c) otherwise to effectuate in good faith the intent of the parties and the purposes of this Agreement.

E. MODIFICATIONS AND AMENDMENTS

1. Except as provided in Section XII.E.2, this Agreement may not be amended modified or amended, in whole or in part, unless such amendment or modification is executed in writing by both parties.

2. Except as otherwise required by applicable law, any modifications or amendments to this Agreement which are required by amendments in applicable federal laws, rules, regulations (including, but not limited to, the Act and the regulations promulgated under the Act), and/or policy directives issued by HUD in connection with the HOME Program (collectively, the "Applicable Law Amendments"), are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by the Applicable Law Amendments. County or CHDO may require that written modification or amendments be made to this

Agreement to reflect the Applicable Law Amendments. Notwithstanding anything herein to the contrary, the Applicable Law Amendments shall not modify or amend this Agreement so as to the release County of its obligations set forth in Section VI hereof that accrue prior to the effective date of the Applicable Law Amendments.

F. ASSIGNMENT

This Agreement and the rights, duties and obligations hereunder may not be transferred or assigned by CHDO, whether by merger, consolidation, reorganization, dissolution, operation of law or otherwise without the prior written consent of County. Any attempted transfer or assignment without the County's consent shall be void. Subject to the foregoing, this Agreement and the provisions hereof shall be binding on the parties and their respective permitted successors and permitted assigns.

G. THIRD PARTY BENEFICIARIES

This Agreement is for the sole benefit of the parties hereto, and their respective successors and permitted assigns. Except with respect to Section XI above with respect to the County Indemnitees, nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective successors and permitted assigns.

H. RELATIONSHIP OF THE PARTIES

The relationship of the parties is that of independent contractor. The parties are not, by virtue of this Agreement or otherwise, in an employer-employee, principal-agent, joint venture or partnership relationship with each other, and each party agrees not to represent to any other persons, or to assert in any other form or forum to the contrary. Neither party is authorized to act as an agent for, or legal representative of, the other party and neither party shall have authority to assume or create any obligation on behalf of, in the name of, or binding upon the other party.

I. REMEDIES AND WAIVER

It is expressly understood and agreed by the parties hereto that any right or remedy provided for in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof.

J. CONSTRUCTION

1. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

2. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision in inconsistent with any prior draft hereof or thereof.

3. Titles and headings of sections in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

4. The recitals set forth in this Agreement are acknowledged by the parties to be true and correct and are incorporated herein by reference for all purposes.

K. GOVERNING LAW

This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Texas, without regard to conflicts of law principles.

L. JUDICIAL ACTION

The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County, Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

COUNTY:

COUNTY OF HIDALGO

_____

By: Diana R. Serna
Its: Director

CHDO:

Affordable Homes of South Texas, Inc

_____

By: Robert Calvillo
Its: Executive Director

Approved as to form by Steve Crain, Hidalgo County Attorney: September 2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO§

This instrument was acknowledged before me on _____, 2014, by Diana R Serna, as Director of the Urban County Program of County of Hidalgo, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, State of Texas
NAME: _____
My Commission Expires: _____

STATE OF TEXAS §
§
COUNTY OF HIDALGO§

This instrument was acknowledged before me on _____, 2014, by Robert Calvillo, as Executive Director of Affordable Homes of South Texas, Inc., a Texas nonprofit organization, on behalf of said nonprofit organization

_____
NOTARY PUBLIC, State of Texas
NAME: _____
My Commission Expires: _____

EXHIBIT A

Certification Regarding Lobbying for
Agreements, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any federal Agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Agreement, or modification of any federal Agreement, grant, loan, or cooperative Agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Agreement, grant loan, or cooperative Agreement, the undersigned shall complete and submit standard form –LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subAgreements, subgrants, and Agreement under grants, loans and cooperative Agreements) and that CHDOs certify and disclose accordingly.

This certification is material representation of fact which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 132. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed: _____

Director

_____

Date

EXHIBIT B

INSURANCE REQUIREMENTS

1. CHDO Insurance. CHDO, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects County and any insurance or self-insurance maintained by County shall be excess of CHDO's insurance coverage and shall not contribute to it.

2. Subcontractor(s) Insurance. If CHDO utilizes one or more subcontractors in the performance of this Agreement, CHDO shall obtain and maintain independent insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CHDO in this Agreement.

3. Types of Insurance and Minimum Limits. The following types of insurance and minimum limits are required for at least the following minimum coverage and limits of liability.

   a. Worker's Compensation written in accordance with the laws of the State of Texas and providing coverage for any and all employees of CHDO in the minimum statutorily required coverage amounts.

   b. Automobile Liability Insurance for each of CHDO's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CHDOs employees or contractors), leased or hired vehicles, in the minimum amount of $300,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle used by CHDO is not a material part of performance of this Agreement and CHDO and County both certify to this fact.

   c. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of $300,000 combined single limit, including coverage for:

      (1) Bodily injury.
      (2) Personal injury.
      (3) Broad form property damage.
      (4) Contractual liability.
      (5) Cross-liability.

4. Other Insurance Provisions.

   a. If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CHDO agrees to maintain the required coverage for duration of this Agreement (hereinafter "post Agreement coverage")

and any extensions thereof. CHDO may maintain the required post Agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post Agreement coverage shall be deemed to be reasonable.

5. Endorsements.

a. All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause, with the exception that Endorsement (ii), providing for 30-day notices, is the only endorsement required to be made a part of the Worker's Compensation and Employers' Liability policy coverage.

(1) "The County of Hidalgo, its employees, officers, agents and volunteers are hereby added as additional insurers, but only as respects work done by, for, or on behalf of the named insured under Agreement with the County of Hidalgo."

(2) "Thirty (30) days prior written notice shall be given to the County of Hidalgo in the event of cancellation, reduction in coverage, or non-renewal of this policy for whatever reason."

6. Proof of Coverage.

a. CHDO agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide County on or before the effective date of this Agreement with Certificate of Insurance for all required coverages. Copies of all the required Endorsements required above shall be attached to the Certificate(s) of Insurance or other evidence of insurance acceptable to the County of Hidalgo, which shall be provided by CHDO's insurance company as evidence of the stipulated coverages. This Proof of Coverage shall then be mailed to the County of Hidalgo at the following address:

County of Hidalgo
Urban County Program
427 E. Duranta Ave, Suite 107
Alamo, TX 78516

Exhibit C

Hidalgo County Urban County Program

Community Housing Development Organization (CHDO) Certification

Affidavit of Standards for Financial Management Systems

Date: _____

Affiant: Robert Calvillo

Recipient: Hidalgo County – Urban County Program

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

1. Affiant is the Director, President AND/OR Chief Financial Officer of the Recipient and is authorized to make this affidavit on behalf of Recipient.
2. Recipients' financial management systems conform to the financial accountability standards set forth in 24 CFR 84.21, by providing for and incorporating the following:

    a. Accurate, current and complete disclosure of the financial results of each federally-sponsored project;
    b. Records, which identify the source and application of funds for federally-sponsored activities. These records contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest;
    c. Control over and accountability for all funds, property and other assets; adequate safeguards of all such assets shall be adopted to assure that all assets are used solely for authorized purposes;
    d. Comparison of outlays with budget amounts for each award;
    e. Written procedures to minimized the time elapsing between the receipt of funds and the issuance of redemption of checks for program purposes by the recipient;
    f. Written procedures for determining the reasonableness, allocability, and allowability of costs in accordance with the provisions of Federal cost principles [Circular A-122] and the terms and conditions of the award;
    g. Accounting records, including cost-accounting records, that are supported by source documentation.

Affiant signature: _____

Title: Executive Director

Subscribed and sworn before me on the __day of _____, 2014,

by Robert Calvillo, on behalf of Affordable Homes of South Texas, Inc.

_____ My commission expires:_____

Notary Signature

Seal:

Exhibit D

CHDO Proposal

AI-46757 **Urban County 15. F.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: Monica Leal **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of **Precinct No. 1** is requesting authority to purchase picnic tables for the Sunrise and Sunset Park through Hidalgo County's membership and participation with Buy Board approved vendor **The Playwell Group** (contract # 423-13) in the amount of **$10,035.28** (quote attached hereto) to include shipping fees. Precinct No. 1 UCP **Year 21 (2008)** Park, Recreational Facilities funds will be utilized.

BACKGROUND

The picnic tables will be utilized at the Sunrise and Sunset Park located in the Precinct 1 area. See attached quote.

Vendor: **The Playwell Group**
Purchase Amount: **$10,035.28**

Funds Available: $17,473.35 FY 21 (2008) Park, Recreational Facilities

Attachments

Sunset Park PlayWell Group

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/30/2014 05:05 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Olga Lerma Started On: 09/29/2014 01:11 PM

Final Approval Date: 10/10/2014

The PlayWell Group

Toll Free: (800) 726-1816 Free Fax: (800) 560-9150

Texas Corporate Office
4743 Bryan Ave., Suite C
Dallas, TX 75207

Arkansas Sales Office
6821 JFK Blvd., Suite 2B-187
N. Little Rock, AR 72116

Oklahoma Sales Office
8021 North May, Suite 170
Oklahoma City, OK 73112

New Mexico Payments/Inquiries
9430 San Mateo Blvd., NE, Unit G
Albuquerque, NM 87113

QUOTATION

SQ-37532	9/5/2014

Customer	Contact	Ship To
Hidalgo County Precinct 1 1902 Joe Stephens Ave. WESLACO TX 78596 UNITED STATES Tel: (956)-262-9840 Fax: (956)-262-6585	Hidalgo County Precinct 1 Michael Janssen 1902 Joe Stephens Ave. WESLACO TX 78596 UNITED STATES Tel: (956)-262-9840 Fax: (956)-262-6585	Hidalgo County Precinct 1/Sunset Park Michael Janssen Mile 11 N & 1 1/2 Mile West WESLACO TX 78596 UNITED STATES Tel: (956)-262-9840

Account	Terms	Due Date	Account Rep	Schedule Date
2110	NET 30	10/5/2014	Dan Libby	11/5/2014

Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-37532			Default Carrier	1	9/5/2014 1:55:54PM

L	Item	Description	Qty	Price	UM	Discount	Amount
1	BuyBoard	BUYBOARD	1	$0	EA		$0.00
2		This is a BuyBoard Purchasing Cooperative Quote. Pricing Reflects BuyBoard Discounts As Listed On Web Site www.buyboard.com Under The Vendor Listing For The PlayWell Group, Inc.Contract # 423-13. Expires 09/30/2016					
3							
4	RJT-APT/P/G-8HU	RJ Thomas 8' Table, Perforate Top & Seat Gal Frame and BLUE Top & Seat	7	$1,147.00	EA	$642.32	$7,386.68
5	SH	Shipping & Handling	1	$2,648.60	EA		$2,648.60
6							

THIS QUOTATION IS GOOD FOR 30 DAYS FROM THE DATE LISTED ABOVE. Product will be ordered immediately upon receipt of written approvals and/or deposit. Please email or fax all pages.

PLEASE REMIT YOUR DEPOSIT TO:
THE PLAYWELL GROUP, INC.
9430 SAN MATEO BLVD NE UNIT G
ALBUQUERQUE, NM 87113

Signature:_____

Purchase Order #: _____ Date: _____

Tax Details
EXEMPT $0.000

Taxable	$0.00
Total Tax	$0.00
Exempt	$10,035.28
Total	$10,035.28
Balance	$10,035.28

The PlayWell Group, Inc.

Toll Free: (800)726-1816 Free Fax: (800)560-1950

Texas Corporate Office
4743 Iberia Ave., Suite C
Dallas, TX 75207

Arkansas Sales Office
6929 JFK Blvd., Suite 20-16
N. Little Rock, AR 76116

Oklahoma Sales Office
5030 North May, Suite 129
Oklahoma City, OK 73112

New Mexico Sales Office
Processing Center-Payments
9430 San Mateo Blvd NE Unit G
Albuquerque, NM 87113

TERMS AND CONDITIONS

INVOICE TERMS
Tax funded and bonded projects only, Net 30 days. Finance charge of 1.5% per month or maximum allowable by law will be added to past due balance. All other entities required 50% down and balance Net 30.

OPEN ACCOUNT
Credit terms are available to municipalities, government agencies, school systems, bonded contractors, and businesses (with prior approved credit). To establish credit your organization must have a satisfactory rating with Dun & Bradstreet and provide three credit references. To establish credit, your initial order must total at least $10,000.00. 50% deposit is required on all orders from non-tax funded entities. Prepayment may be required for any order at The PlayWell Group, Inc. sole discretion.

METHODS OF PAYMENTS
MasterCard, Visa, American Express, money order, checks. Sorry no C.O.D. orders.

FEDERAL/STATE GOVERNMENT AND CO-OP'S CONTRACT
Available for Federal/State Government, Co-Op's and agency accounts on many items. Call your Sales Consultant for information.

SALES TAX
Will be added to the invoice, except when a tax-exempt/resale certificate is furnished, or your entity qualifies in your state as tax exempt.

FREIGHT CHARGES/DELIVERY TERMS
All shipments are F.O.B factory, except where specifically stated otherwise. Delivery of materials is up to eight weeks from the order date, plus a few days for transit, unless otherwise noted. Every effort is made to comply with scheduled shipping dates: however, The PlayWell Group, Inc. is not liable for any loss or damage arising out of delay in delivery of any of its products due to causes beyond the control of the Company.

DAMAGE/SHORTAGE CLAIMS
All claims for concealed loss or damage to product must be noted on the Bill of Lading or delivery ticket and reported immediately to our Customer Service Department. All claims for product damage and shortage via common carrier must be promptly made by consignee (customer) direct to The PlayWell Group's Customer Service Department. When reporting damage, be sure to hold all containers and packing materials for inspection (claims should be filed within 15 days of receipt of shipment).

RETURNS/CANCELLATIONS
No merchandise is to be returned without first obtaining written authorization from The PlayWell Group, Inc. Please provide invoice number, date and reason for your return. Any authorized merchandise must be carefully packed and in saleable condition to be accepted for return. A 25% (of list price) re-stocking charge plus freight to and from the manufacturer applies on all returned merchandise when error is not the fault of The PlayWell Group. All returned merchandise must be shipped insured and freight prepaid. Orders cancelled prior to shipment will be charged 10% of list price. Once the material has been installed, no refund will be granted.

FREIGHT CARRIER INFORMATION
All freight is shipped unassembled via common carrier. Made via common carrier to the end user, the customer is responsible for unloading all deliveries.

COLOR CHOICES
Be sure to specify color selections when ordering. Please sign attached Color Selection Form (if applicable).

INSTALLATION
Installation/Prices are not included on this Quotation. A separate installation quotation must be included with your order if installation is required.

PLAYGROUND SURFACING WARNING
All play equipment must be installed over impact absorbing surface. Go to www.cpsc.gov for more information.

PRODUCT WILL BE ORDERED IMMEDIATELY UPON RECEIPT OF WRITTEN APPROVALS. Please email or fax all pages.

Sales Quote #: _____ **Purchase Order #:** _____

Signature: _____ **Date:** _____

Pilot Rock®

Serving the business of recreation with

PARK • STREET • CAMP SITE PRODUCTS

WHOLESALE PRICE LIST

F080113-230-A

EFFECTIVE AUGUST 1, 2013

Rev.: 1-23-14

ORDERS TOLL FREE: 800-762-5002

RJ Thomas Mfg. Co., Inc.

Mailing: PO Box 946, Cherokee, IA 51012-0946
Physical: 5648 Hwy 59 South, Cherokee, IA 51012

Phone: 712-225-5115 • 800-762-5002
Fax: 712-225-5796

E-mail: pilotrock@rjthomas.com
Web Site: www.pilotrock.com

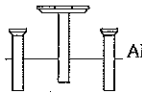
MULTI-PEDESTAL TABLE – APT Series

(Catalog Page 31) ...continued

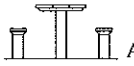
Multiple, 3" x 6" x 1/8" wall rectangular steel tubing Pedestal Post frames.

APT: Long Posts for embedded installation

APT/P: Base Plate Posts for surface mount



APT



APT/P

Snow Load Table

– see Page 19 –

Powder Coated Frames, Black standard *(/CB)	Hot-Dip Galvanized Frames (/G)			
APT Series 8 ft. with Long Posts				
Model No.	Model No.	Material	Wt. (lbs.)	Price
APT/CB-8UP	APT/G-8UP	*Untreated #1 Southern Yellow Pine	304	$478.00
APT/CB-8TP	APT/G-8TP	*Treated #1 Southern Yellow Pine	304	$487.00
APT/CB-8AL	APT/G-8AL	Clear Anodized Aluminum	230	$804.00
APT/CB-8AR	APT/G-8AR	*Red Powder Coated Aluminum	230	$804.00
APT/CB-8PC	APT/G-8PC	*Cedar colored Recycled Plastic	414	$816.00
APT/CB-8VW	APT/G-8VW	*Brown V-Type Expanded Steel	404	$1,098.00
APT/CB-8DW	APT/G-8DW	*Brown D-Type Expanded Steel	326	$905.00
APT/CB-8HW	APT/G-8HW	*Brown H-Type Perforated Steel	411	$1,147.00
APT/CB-8RW	APT/G-8RW	*Brown R-Type Perforated Steel	352	$953.00
APT/CB-8SC/TW	APT/G-8SC/TW	*Brown Formed Steel Channel	356	$1,022.00
APT/P Series 8 ft. with Base Plate Posts				
Model No.	Model No.	Material	Wt. (lbs.)	Price
APT/P/CB-8UP	APT/P/G-8UP	*Untreated #1 Southern Yellow Pine	304	$478.00
APT/P/CB-8TP	APT/P/G-8TP	*Treated #1 Southern Yellow Pine	304	$487.00
APT/P/CB-8AL	APT/P/G-8AL	Clear Anodized Aluminum	230	$804.00
APT/P/CB-8AR	APT/P/G-8AR	*Red Powder Coated Aluminum	230	$804.00
APT/P/CB-8PC	APT/P/G-8PC	*Cedar colored Recycled Plastic	414	$816.00
APT/P/CB-8VW	APT/P/G-8VW	*Brown V-Type Expanded Steel	404	$1,098.00
APT/P/CB-8DW	APT/P/G-8DW	*Brown D-Type Expanded Steel	326	$905.00
APT/P/CB-8HW	APT/P/G-8HW	*Brown H-Type Perforated Steel	411	$1,147.00
APT/P/CB-8RW	APT/P/G-8RW	*Brown R-Type Perforated Steel	352	$953.00
APT/P/CB-8SC/TW	APT/P/G-8SC/TW	*Brown Formed Steel Channel	356	$1,022.00

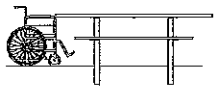
MULTI-PEDESTAL WHEELCHAIR ACCESSIBLE TABLE – APT Series

(Catalog Page 31)

Multiple, 3" x 6" x 1/8" wall rectangular steel tubing Pedestal Post frames. 6 ft. table with 8 ft. Top extended 1 ft. each end beyond 6 ft. Seats.

APT: Long Posts for embedded installation

APT/P: Base Plate Posts for surface mount.



APT-6/E1



APT/P-6/E1

Powder Coated Frames, Black standard *(/CB)	Hot-Dip Galvanized Frames (/G)			
APT Series Accessible Tables with Long Posts				
Model No.	Model No.	Material	Wt. (lbs.)	Price
APT/CB-6UP/E1	APT/G-6UP/E1	*Untreated #1 Southern Yellow Pine	289	$463.00
APT/CB-6TP/E1	APT/G-6TP/E1	*Treated #1 Southern Yellow Pine	289	$470.00
APT/CB-6AL/E1	APT/G-6AL/E1	Clear Anodized Aluminum	222	$756.00
APT/CB-6AR/E1	APT/G-6AR/E1	*Red Powder Coated Aluminum	222	$756.00
APT/CB-6PC/E1	APT/G-6PC/E1	*Cedar colored Recycled Plastic	393	$758.00
APT/CB-6VW/E1	APT/G-6VW/E1	*Brown V-Type Expanded Steel	382	$1,052.00
APT/CB-6DW/E1	APT/G-6DW/E1	*Brown D-Type Expanded Steel	306	$855.00
APT/CB-6HW/E1	APT/G-6HW/E1	*Brown H-Type Perforated Steel	391	$1,073.00
APT/CB-6RW/E1	APT/G-6RW/E1	*Brown R-Type Perforated Steel	326	$931.00
APT/CB-6SC/TW/E1	APT/G-6SC/TW/E1	*Brown Formed Steel Channel	336	$948.00
APT/P Series Accessible Tables with Base Plate Posts				
Model No.	Model No.	Material	Wt. (lbs.)	Price
APT/P/CB-6UP/E1	APT/P/G-6UP/E1	*Untreated #1 Southern Yellow Pine	289	$463.00
APT/P/CB-6TP/E1	APT/P/G-6TP/E1	*Treated #1 Southern Yellow Pine	289	$470.00
APT/P/CB-6AL/E1	APT/P/G-6AL/E1	Clear Anodized Aluminum	222	$756.00
APT/P/CB-6AR/E1	APT/P/G-6AR/E1	*Red Powder Coated Aluminum	222	$756.00
APT/P/CB-6PC/E1	APT/P/G-6PC/E1	*Cedar colored Recycled Plastic	393	$758.00
APT/P/CB-6VW/E1	APT/P/G-6VW/E1	*Brown V-Type Expanded Steel	382	$1,052.00
APT/P/CB-6DW/E1	APT/P/G-6DW/E1	*Brown D-Type Expanded Steel	306	$855.00
APT/P/CB-6HW/E1	APT/P/G-6HW/E1	*Brown H-Type Perforated Steel	391	$1,073.00
APT/P/CB-6RW/E1	APT/P/G-6RW/E1	*Brown R-Type Perforated Steel	326	$931.00
APT/P/CB-6SC/TW/E1	APT/P/G-6SC/TW/E1	*Brown Formed Steel Channel	336	$948.00

*See Pages 52 and 53 for optional Lumber species, material color options, and the character designators to specify those options in the Model Numbers.

Note: some V-Type components are used on certain benches and square picnic tables. These applications have not been tested or rated for extreme loads.

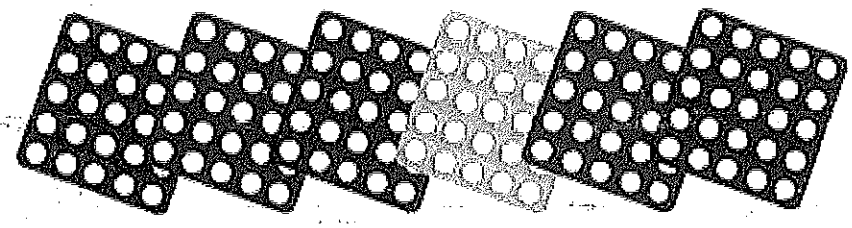
To request a color sample send Customer Service an e-mail.

Two Types of PERFORATED STEEL Component Designs:

All of the **R-Type** and **H-Type** perforated steel is 14 ga. with 9/16" diameter holes punched on 13/16" straight line centers.

R-Type: This standard duty table top/seat and other component design is built for your most common public applications and everyday use.

H-Type: SNOW LOAD RATED: This design incorporates wider edge banding and more structural supports to create a table built for applications and locations that can be more abusive to the structure. This material is especially suited for high elevation areas where winter snow load can destroy average tables. The H-Type Snow Load design is available on WXT, WXTH, WPTS, XT, XTH, APT and APTX Series rectangular tables. This structure design is also used on some benches and square tables (but these products have not yet been snow load tested).



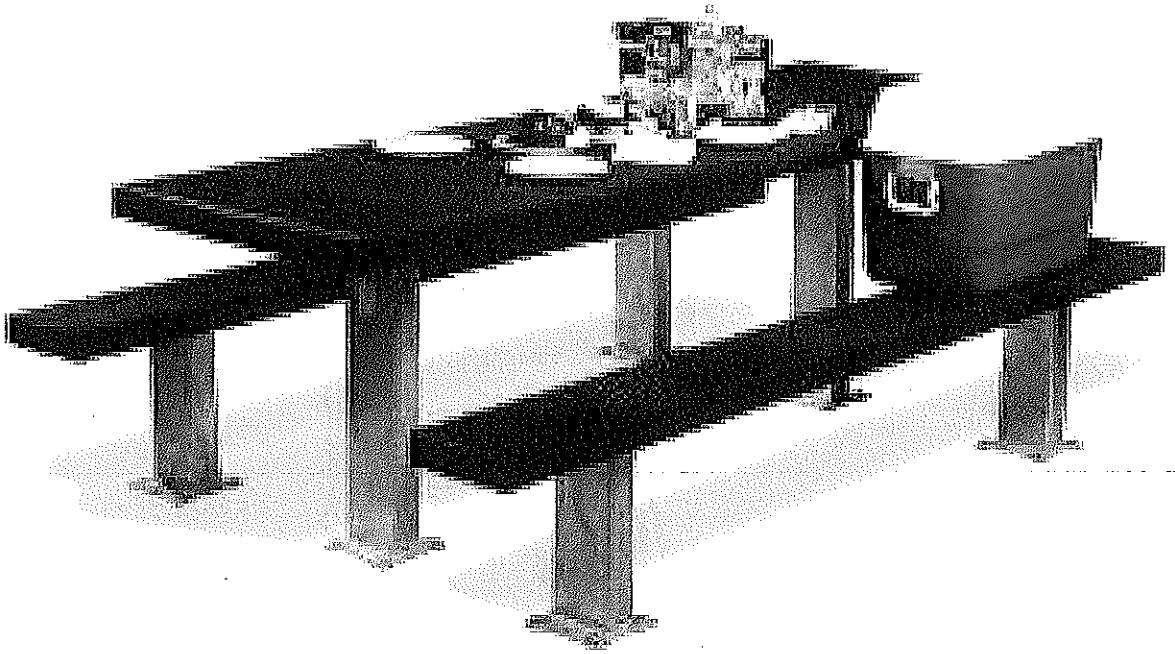
BLACK	**BLUE**	**BROWN**	**GRAY**	**RED**	**GREEN**
Use **HB** or **RB** in Model No.	Use **HU** or **RU** in Model No.	Use **HW** or **RW** in Model No.	Use **HA** or **RA** in Model No.	Use **HR** or **RR** in Model No.	Use **HN** or **RN** in Model No.

Example: Model XT/G-8RB table is equipped with standard duty top/seat structures for regular applications and everyday use.
Example: Model XT/G-8HB is equipped with the snow load rated top/seat structures for more extreme applications. You might also consider H-Type tables for installations where the tables could be subject to extraordinary public use and exposure.
Note: some H-Type components are used on certain benches and square picnic tables. These applications have not been tested or rated for extreme loads.

To request a color sample send Customer Service an e-mail.

Note: Colors and textures may vary. Colors shown are as close to the actual colors as possible. There may be variations in color translations over the Internet and by different monitors and printers used to view the colors. When selecting colors, keep in mind that Thermo-Plastic Coating for tables and seats and Powder Coating for frames may not be exactly the same color. That is, a Blue Thermo-Plastic Coating for seats and/or tops and a Blue Powder Coating for frames may differ slightly.

Coated Steel Channel Components for Benches and Tables:



Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Refine Your Search:

Vendors
The Playwell Group, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Show 25 results

Narrow Results:

Vendor	Description	P
The Playwell Group, Inc. [MWBE]	5% Discount Off The PlayWell Group pricelist for All Repair/Replacement Parts	
The Playwell Group, Inc. [MWBE]	Installation of Signage Products ($2000.00 minimum)	
The Playwell Group, Inc. [MWBE]	Installation of Playground Equipment ($2000.00 minimum)	
The Playwell Group, Inc. [MWBE]	Installation of Park Buildings & Shelters ($2000.00 minimum)	
The Playwell Group, Inc. [MWBE]	Installation of Bleachers & Seating Systems ($2000.00 minimum)	
The Playwell Group, Inc. [MWBE]	8% Discount Off Wabash Valley MFG pricelist for Playground & Park Amenities	
The Playwell Group, Inc. [MWBE]	8% Discount Off UrbanScapes pricelist for Playground & Park Amenities	
The Playwell Group, Inc. [MWBE]	8% Discount Off Pilot Rock pricelist for Playground & Park Amenities	

Extended Product Information

Reference Number: 423-13

Part Number: Catalog

Vendor Website: http://www.playwellgroup.com

Full Description: 8% Discount Off of Pilot Rock pricelist for Playground & Park Amenities

The Playwell Group, Inc. [MWBE]	5% Discount Off Zero Waste Solutions pricelist for Playground & Park Amenities	
The Playwell Group, Inc. [MWBE]	5% Discount Off TerraSoft pricelist for Playground Safety Surfacing	
The Playwell Group, Inc. [MWBE]	5% Discount Off RTS Plastics pricelist for Playground Safety Surfacing	
The Playwell Group, Inc. [MWBE]	5% Discount Off Ramparts pricelist for Skate Parks	
The Playwell Group, Inc. [MWBE]	5% Discount Off Playworld Systems pricelist for Playground Equipment	
The Playwell Group, Inc. [MWBE]	5% Discount Off Playworld pricelist for Signage & Marquees	
The Playwell Group, Inc. [MWBE]	5% Discount Off Petersen Concrete & Steel pricelist for Playground & Park Amenities	
The Playwell Group, Inc. [MWBE]	5% Discount Off petersen Concrete & Steel pricelist for Park Drinking Fountains	
The Playwell Group, Inc. [MWBE]	5% Discount Off International Mulch pricelist for Playground Safety Surfacing	
The Playwell Group, Inc. [MWBE]	5% Discount Off Icon Shelter Systems pricelist for Park Buildings & Shelters	
The Playwell Group, Inc. [MWBE]	5% Discount Off Haws pricelist for Park Drinking Fountains	
The Playwell Group, Inc.	5% Discount Off Dyna Cushion pricelist for Playground Safety Surfacing	

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Proposal Document | Back

Search:

- (•) All
- ( ) Vendor Discounts Only
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Refine Your Search:

Vendors
The Playwell Group, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Vendor Name:	The Playwell Group, Inc.
Address:	4743 Iberia Avenue, Ste C Dallas, TX 75207
Phone Number:	(800) 726-1816
Email:	claudia@playwellgroup.com
Website:	http://www.playwellgroup.com
Federal ID:	75-2658108
Contact:	Claudia Wolosz
Accepts RFQs:	Yes
Minority Owned Vendor:	Yes
Women Owned Vendor:	Yes
Contract Name:	Parks & Recreation Equipment, Field Lighting Products & Installation
Contract#:	423-13
Effective Date:	10/01/2013
Expiration Date:	09/30/2016
Payment Terms:	Net 30 days
Delivery Days:	75
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	Arkansas, New Mexico, Texas
Quote Reference Number:	423-13
Return Policy:	30 days if not installed, subject to restocking fee
Regulatory Notice:	Click to view Bonding Regulatory Notice
Construction Services Advisory:	Click to view the Construction Related Goods and Services Advisory

Contact us 800-695-2919

AI-46819 **Urban County 15. G.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: Lupita V. Garcia **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program on behalf of the **City of San Juan**, is requesting consideration and action to award and enter into a construction contract with **Texas Cordia Construction, LLC**. in the amount of **$415,987.00. Year 26 (2013)** UCP funds and City of San Juan General Funds will also be utilized for this contract.

BACKGROUND

The bid opening was held on August 13, 2014 and the lowest responsible bidder meeting all specifications and/or requirements was Texas Cordia Construction, LLC. The project involves the street improvements to Sioux Road Bridge in San Juan, Texas. Please see attached letter of recommendation by the project engineer, city's recommendation letter and contractor's general liability insurance. Project engineer firm is Halff Associates, Inc.

Contractor: TEXAS CORDIA CONSTRUCTION, LLC

Contract Amount: $415,987.00

Available Funds: $ 247,018.56 2013- UCP- SAN JUAN STREET IMPROVEMENTS
$ 168,968.44 SAN JUAN GENERAL FUNDS-CONTRIBUTION CHECK
$ 415,987.00 TOTAL

Attachments

City of San Juan TC Bidder

ins

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/03/2014 08:36 AM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Olga Lerma Started On: 10/02/2014 04:25 PM

Final Approval Date: 10/10/2014

HALFF

August 13, 2014
AVO 30119

Guadalupe V. Garcia, UCP Coordinator II
Urban County Program, Hidalgo County
427 E. Duranta Avenue, Suite 107
Alamo, Texas 78516

RE: Recommendation of Bidder for Bid No. 5013-75-0311-5000-7500-UCP-GVG
City of San Juan Street Improvements Sioux Road Bridge

Dear Ms. Garcia:

On August 13, 2014 the County (UCP) opened bids for the City of San Juan Street Improvements Sioux Road Bridge project. Four bids were received and the Summary Bid Tabulation is shown in the following table.

Bid No. 5013-75-0311-5000-7500-UCP-GVG City of San Juan Street Improvements Sioux Road Bridge Bid Tabulation	
BIDDER	**Total Bid**
Texas Cordia Construction, LLC	**$ 415,987.00**
REIM Construction, Inc.	**$ 416,348.70**
O.G. Construction Co., LLC	**$ 453,692.00**
Foremost Paving, Inc.	**$ 591,113.50**

The apparent low bidder is Texas Cordia Construction, LLC (TCC). Based on our correspondence with TCC, it is our understanding that they have the resources to construct the project. We, therefore, recommend that the contract for the City of San Juan Street Improvements Sioux Road Bridge project be awarded to Texas Cordia Construction, LLC.

If you have any questions or need any additional information, please feel free to contact our office.

Sincerely,

HALFF ASSOCIATES, INC.

Benjamin E. Macias, PE
Project Manager

HALFF ASSOCIATES, INC.

5000 WEST MILITARY HIGHWAY, SUITE 100
McALLEN, TX 78503-7446

TEL (956) 664-0286
FAX (956) 664-0282

WWW.HALFF.COM

BID TABULATION
CITY OF SAN JUAN STREET IMPROVEMENTS SIOUX ROAD BRIDGE
SAN JUAN, TEXAS
August 13,2014

				Texas Cordia Construction, LLC		REIM Construction, Inc.		O.G. Construction Co., LLC		Foremost Paving, Inc.	
		Quantity	Unit	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost
	PROJECT IMPROVEMENTS										
1	2" HMAC TY "D" w/Primer	940	SY	$16.00	$ 15,040.00	$17.25	$ 16,215.00	$16.00	$ 15,040.00	$17.50	$ 16,450.00
2	10" Flex Base (TX DOT ITEM 247, TYPE A, GRADE 1)	1,140	SY	$11.00	$ 12,540.00	$11.25	$ 12,825.00	$10.00	$ 11,400.00	$16.00	$ 18,240.00
3	6" Lime Stabalized Subgrade (5% Lime)	1,140	SY	$6.00	$ 6,840.00	$6.80	$ 7,752.00	$7.00	$ 7,980.00	$5.50	$ 6,270.00
4	24" Curb & Gutter (3,000 psi)	370	LF	$12.00	$ 4,440.00	$16.25	$ 6,012.50	$10.00	$ 3,700.00	$16.00	$ 5,920.00
5	5' Concrete Sidewalk	390	LF	$14.00	$ 5,460.00	$23.75	$ 9,262.50	$18.00	$ 7,020.00	$19.00	$ 7,410.00
6	Curb Ramp	4	EA	$600.00	$ 2,400.00	$1,010.00	$ 4,040.00	$400.00	$ 1,600.00	$1,275.00	$ 5,100.00
7	Traffic Control	1	LS	$5,000.00	$ 5,000.00	$5,000.00	$ 5,000.00	$5,500.00	$ 5,500.00	$10,000.00	$ 10,000.00
8	Preparation of Street R.O.W (Includes all Demo and Earthwork)	4	STA	$8,000.00	$ 32,000.00	$8,000.00	$ 32,000.00	$20,000.00	$ 80,000.00	$3,000.00	$ 12,000.00
9	30" Steel Casing	210	LF	$130.00	$ 27,300.00	$123.00	$ 25,830.00	$50.00	$ 10,500.00	$100.00	$ 21,000.00
10	Type 'C' Grate Inlet	2	EA	$3,000.00	$ 6,000.00	$3,390.00	$ 6,780.00	$3,500.00	$ 7,000.00	$5,000.00	$ 10,000.00
11	60" Conc. Manhole	1	EA	$5,000.00	$ 5,000.00	$6,000.00	$ 6,000.00	$5,000.00	$ 5,000.00	$7,000.00	$ 7,000.00
12	Type 'M' Manhole w/Flap Gate	1	EA	$5,500.00	$ 5,500.00	$12,700.00	$ 12,700.00	$6,000.00	$ 6,000.00	$8,000.00	$ 8,000.00
13	24" Sloped End Section	1	EA	$2,024.00	$ 2,024.00	$1,470.00	$ 1,470.00	$750.00	$ 750.00	$3,000.00	$ 3,000.00
14	24" Gasket Sealed RCP (Class III)	110	LF	$50.00	$ 5,500.00	$63.00	$ 6,930.00	$48.00	$ 5,280.00	$90.00	$ 9,900.00
15	Remove Exist. Headwall	1	EA	$1,000.00	$ 1,000.00	$1,780.00	$ 1,780.00	$2,500.00	$ 2,500.00	$300.00	$ 300.00
16	Remove Existing Grate Inlet	1	EA	$1,100.00	$ 1,100.00	$935.00	$ 935.00	$2,500.00	$ 2,500.00	$400.00	$ 400.00
17	60" RCP C361 A-25 (Includes all Testing)	320	LF	$400.00	$ 128,000.00	$376.00	$ 120,320.00	$245.00	$ 78,400.00	$495.00	$ 158,400.00
18	Conc. Collar (60" RCP) (Includes Adeka Ultra Seal)	4	EA	$2,000.00	$ 8,000.00	$2,290.00	$ 9,160.00	$5,000.00	$ 20,000.00	$7,000.00	$ 28,000.00
19	Conc. Rip Rap (Headwall & Canal Liner, Adeka Ultra Seal, and Sikaflex Seal)	40	CY	$300.00	$ 12,000.00	$445.00	$ 17,800.00	$350.00	$ 14,000.00	$600.00	$ 24,000.00
20	Canal Bypass (Complete in place and all operations, removal and final stabil.)	1	LS	$60,000.00	$ 60,000.00	$48,300.00	$ 48,300.00	$115,000.00	$ 115,000.00	$158,000.00	$ 158,000.00
21	12" PVC C-900 DR 18 Force Main (Including Fittings, Connections, Pumping)	157	LF	$70.00	$ 10,990.00	$71.50	$ 11,225.50	$32.00	$ 5,024.00	$100.00	$ 15,700.00
22	2" Air Release Valve Assembly (Including Fiberglass Manhole)	1	EA	$7,500.00	$ 7,500.00	$7,900.00	$ 7,900.00	$4,500.00	$ 4,500.00	$5,000.00	$ 5,000.00
23	Remove Existing 12" Force Main	154	LF	$15.00	$ 2,310.00	$8.25	$ 1,270.50	$10.00	$ 1,540.00	$5.00	$ 770.00
24	8" PVC C-900 DR18 Water Line (Including all Fittings and Connections)	173	LF	$35.00	$ 6,055.00	$42.00	$ 7,266.00	$16.00	$ 2,768.00	$80.00	$ 13,840.00
25	Remove Existing 8" Water Line	176	LF	$8.00	$ 1,408.00	$8.20	$ 1,443.20	$7.00	$ 1,232.00	$6.00	$ 1,056.00
26	Type 1 4" White Shoulder Stripe	450	LF	$2.00	$ 900.00	$2.75	$ 1,237.50	$2.00	$ 900.00	$0.50	$ 225.00
27	Type 1 4" Yellow Centerline Stripe	750	LF	$2.00	$ 1,500.00	$3.40	$ 2,550.00	$4.00	$ 3,000.00	$0.75	$ 562.50
28	6" Conc. Apron	46	SY	$60.00	$ 2,760.00	$51.00	$ 2,346.00	$68.00	$ 3,128.00	$85.00	$ 3,910.00
29	Erosion Control and SWPPP	1	LS	$3,000.00	$ 3,000.00	$3,200.00	$ 3,200.00	$5,000.00	$ 5,000.00	$5,000.00	$ 5,000.00
30	Construction Staking	1	LS	$3,500.00	$ 3,500.00	$6,800.00	$ 6,800.00	$5,000.00	$ 5,000.00	$7,000.00	$ 7,000.00
31	Trench Protection	850	LF	$2.00	$ 1,700.00	$3.10	$ 2,635.00	$5.00	$ 4,250.00	$1.00	$ 850.00
32	Plug Existing 18" RCP	1	EA	$1,200.00	$ 1,200.00	$281.00	$ 281.00	$500.00	$ 500.00	$50.00	$ 50.00
33	2" PVC SDR 26 Class 160 Water Line (Including all Fittings and Connections)	32	LF	$40.00	$ 1,280.00	$20.25	$ 648.00	$40.00	$ 1,280.00	$20.00	$ 640.00
34	Remove Existing 2" Water Line	40	LF	$30.00	$ 1,200.00	$3.25	$ 130.00	$10.00	$ 400.00	$2.00	$ 80.00
35	Bore & 21" Steel Casing (12" FM)	40	LF	$300.00	$ 12,000.00	$206.00	$ 8,240.00	$190.00	$ 7,600.00	$350.00	$ 14,000.00
36	Bore & 16" Steel Casing (8" Water)	40	LF	$275.00	$ 11,000.00	$173.00	$ 6,920.00	$175.00	$ 7,000.00	$300.00	$ 12,000.00
37	Cut & Cap Existing 2" Aban. Water	2	EA	$390.00	$ 780.00	$245.00	$ 490.00	$300.00	$ 600.00	$20.00	$ 40.00
38	Cut & Cap Existing 8" Aban. Water	2	EA	$890.00	$ 1,780.00	$327.00	$ 654.00	$400.00	$ 800.00	$500.00	$ 1,000.00
				TOTAL =	$ 415,987.00	TOTAL =	$ 416,348.70	TOTAL =	$ 453,692.00	TOTAL =	$ 591,113.50

Mayor: San Juanita Sanchez
Mayor Pro-Tem: Armando Garza, Jr.
Commissioners: Mario Garza
Jesus "Jesse" Ramirez
Eddie Suarez

OCT -2 2014

September 22, 2014

Guadalupe V. Garcia
Program Coordinator I
Urban County Program
427 E. Duranta Avenue, Suite 107
Alamo, Texas 78516

Dear Ms. Garcia:

This is to inform you that the City of San Juan will provide supplemental funding to address the shortfall of funds in our proposed 2013 Streets Improvements Project. Currently, the City is allocating $247,018.56 for this project while the lowest bidder recommended by the engineer cost estimate is for $415,987. Based on this information, The City is prepared to issue payment in the amount of $168,968.44.

Should you need any additional information, do not hesitate to call me at (956) 223-2206.

Sincerely,

Juan Gonzalez
Interim City Manager

JG/sgr

709 S. Nebraska Ave. • San Juan, Texas 78589-2649
Phone: (956)223-2200 • Fax: (956) 787-5978

CONSTRUCTION CONTRACT

This Agreement entered into this **14th day of October , 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 **Texas Cordia Construction, LLC (a corporation)** of **Edinburg,** 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:	**San Juan – 2013 Street Improvements**
PROJECT No.:	**5013-75-0311-5000-7500-UCP-GVG**
PROJECT DESCRIPTION:	**Sioux Road Bridge Project**

Heinafter called the project, for the sum of **($415,987.00) – Four hundred fifteen thousand, Nine hundred eighty-seven dollars and zero 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 **Halff Associates, Inc.**, 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 **60** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($500.00) Five hundred 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.

Yara Corbit

Name of Firm: Texas Cordia Construction, LLC

Address: 3149-A. Center Pointe Drive
Edinburg, Texas 78539

Federal I.D./S.S.: 45-2590990

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the ___ day of _____, 20_____,

by _____, _____ of and on behalf of _____.
(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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/19/2014

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:	
Brown & Brown Lone Star Insurance Services Inc 1717 North Sam Houston Pkwy #115 Houston TX 77038	PHONE (A/C, No, Ext): 281-260-2000	FAX (A/C, No): 281-260-3065
	E-MAIL ADDRESS: coi@bbtexas.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Indian Harbor Insurance Co.	36940
INSURER B : Hallmark County Mutual Ins Co	29408
INSURER C : Scottsdale Insurance Company	41297
INSURER D : America First Insurance Co	12696
INSURER E : Texas Mutual Insurance Company	22945
INSURER F :	

INSURED: TEXAS25

Texas Cordia Construction, LLC
3149 Center Point Drive St. A
Edinburg TX 78539

COVERAGES **CERTIFICATE NUMBER:** 739757696 **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	Y	Y	ESG30001500	10/11/2013	10/11/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $50,000 $excluded $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [X] UM	Y	Y	TXA51807700	10/11/2013	10/11/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) UM limit	$1,000,000 $ $ $ $1,000,000
C	[ ] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $10,000	Y	Y	XLS0090631	10/11/2013	10/11/2014	EACH OCCURRENCE AGGREGATE	$2,000,000 $2,000,000
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	TSF0001268917	5/9/2014	5/9/2015	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Equipment Leased or Rented			IM8969882	11/27/2013	11/27/2014	Limit per item Limit per occurrence	$100,000 $500,000

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

GL&AUTO- The policy includes an additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status

Description: City of San Juan Street Improvements Sioux Road Bridge
Bid No.: 5013-75-0311-7500-UCP-GVG

CERTIFICATE HOLDER

Hidalgo County-Urban County Program
Attn: Diana R. Serna, Director
427 E. Durante Avenue, Suite 107
Alamo TX 78516

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/13/2014

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

Brown & Brown Lone Star Insurance Services Inc
1717 North Sam Houston Pkwy #115
Houston TX 77038

CONTACT NAME:
PHONE (A/C, No, Ext): 281-260-2000 **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : America First Insurance Co	12696
INSURER B : Texas Mutual Insurance Company	22945
INSURER C : Travelers Casualty In Co of Am	19046
INSURER D : Indian Harbor Insurance Co.	36940
INSURER E :	
INSURER F :	

INSURED

TEXAS25

Texas Cordia Construction, LLC
3149 Center Point Drive St. A
Edinburg TX 78539

COVERAGES **CERTIFICATE NUMBER:** 1605983359 **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	
D	**GENERAL LIABILITY**	Y	Y	TBD	10/11/2014	10/11/2015	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$1,000,000
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
C	**AUTOMOBILE LIABILITY**	Y	Y	BA1F59965A	10/11/2014	10/11/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X UM						UM limit	$1,000,000
D	X **UMBRELLA LIAB** OCCUR	Y	Y	TBD	10/11/2014	10/11/2015	EACH OCCURRENCE	$2000000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$2,000,000
	DED RETENTION $							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A	Y	TSF0001268917	5/9/2014	5/9/2015	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Equipment Leased or Rented			IM8969882	11/27/2013	11/27/2014	Limit per item	$100,000
							Limit per occurrence	$500,000

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

GL&AUTO- The policy includes an additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status

Description: City of San Juan Street Improvements Sioux Road Bridge
Bid No.: 5013-75-0311-7500-UCP-GVG

CERTIFICATE HOLDER

Hidalgo County-Urban County Program
Attn: Diana R. Serna, Director
427 E. Durante Avenue, Suite 107
Alamo TX 78516

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AI-46861 **Urban County 15. H.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: Lupita V. Garcia **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program on behalf of the **City of Peñitas** is requesting approval and award of best and final negotiated contract with **Alcocer Garcia Associates, Inc.**, in the amount of **$ 32,960.00** utilizing **CDBG Fiscal Years 15 & 22-26 (2002, & 2009-2013) Parks, Recreational Facility Improvements funds.**

BACKGROUND

Alcocer Garcia Associates Inc., submitted a best and final offer for professional architectural services for a parks, recreational facility improvements project that will consist of the development of Veteran's Memorial Park, to include but not limited to Splash Pad area, landscaping, fencing memorial flagpole area, basketball court and all related expenditures for the completion of project. Alcocer Garcia Associates Inc., was the highest ranked firm by County Commissioner's Court. See attached scope of services and Best and Final Offer Letter.

Contractor: **Alcocer Garcia Associates, Inc.**

Contract Amount: **$32,960.00**

Available Funds:	$ 34,975.00-	2002 Parks, Recreational Facility Imp.
	$ 15,336.82-	2009 Parks, Recreational Facility Imp.
	$ 83,871.25-	2010 Parks, Recreational Facility Imp.
	$ 90,000.00-	2011 Parks, Recreational Facility Imp.
	$118,386.55-	2012 Parks, Recreational Facility Imp.
	$ 62,193.85-	2013 Parks, Recreational Facility Imp.
	$404,763.47-	**TOTAL FUNDS AVAILABLE**

Attachments

Alcocer & Associates City of Peñitas

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/08/2014 09:07 AM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Olga Lerma Started On: 10/07/2014 02:48 PM

Final Approval Date: 10/10/2014

ALCOCER GARCIA ASSOCIATES , INC.

1333 E. Jasmine Ave. McAllen, Texas 78501 Off. 956-618-2007 Fax. 956-618-2008

September 26, 2014

City of Penitas
c/o Oscar Cuellar, City Manager
P.O. Box 204
Penitas, TX 78576

Re: Scope of Architectural / Engineering Services for Improvements to Veterans Memorial Park, Phase III

Dear Mr.Cuellar,

Our Scope of Services for the referenced project is based on the attached list of proposed improvements and the following:

Our Architectural and Engineering services would be as contained in the standard Urban County Program Professional Services Agreement, including the following Basic Services:

1. Architectural Design and Construction Administration Services through project close-out.
2. Coordination with City with all aspects of designs
3. Electrical Engineering Design and Construction Administration Services
4. Monthly meetings with City to report progress of project, through project close-out.
5. Prepare Bidding Forms and Documents
6. Assist Owner in Receipt of Competitive Bids
7. Evaluate Bids Received
8. Review project Shop Drawings and Materials Submittals
9. Review and certify General Contractor's Application for Payments
10. Construction inspections and Reports
11. Punch -list inspection(s)
12. Final inspection and close-out documents

Based on attached list of improvements for this project, our Basic Services A/E fee would be a fixed sum of $ 27,520.00.

We would also include the following services directly related to the project:

Civil Engineering services for parking lot and splash paddrainage.....	$ 3,740.00
Reproduction of plans and specifications.....	400.00
Accessibility Standards Registration fee...	200.00
Accessibility Standards Plan Review fee.....	500.00
Accessibility Standards Post Construction Inspection fee..	600.00
Total.....	$ 5,440.00

The total A/E Contract would be $27,520 .00 + $ 5,440.00, for a total stipulated fixed sum of $ 32,960 .00. Please consider this our best and final offer.

Sincerely,

George A. Garcia

George A. Garcia, Architect

cc: Lupita Garcia, UCP

SOUTH TEXAS INFRASTRUCTURE GROUP

September 26, 2014

Eduardo Alcocer
AGA, INC
1333 Jasmine Ave.
McAllen, TX 78501

Re: City of Peñitas Memorial Park Parking Lot Proposal

Dear Mr. Alcocer:

South Texas Infrastructure Group appreciates the opportunity to submit this proposal for professional services for above referenced project in the City of Peñitas, Texas. Our Scope of Services includes the following:

I. Topographic Survey **$500.00**

South Texas Infrastructure Group will provide a boundary and topographic survey for the proposed site.

II. Construction Plans (On-site) **$2,900.00**

This Scope includes the preparation of plans for the construction and approval of proposed parking lot and drainage plans for proposed splash pad. The set of plans shall include an existing condition, parking layout, drainage plan and details. Sufficient information shall be included on the plans for staking the improvements. Client shall provide Geotechnical Report with Pavement Recommendations.

SOUTH TEXAS INFRASTRUCTURE GROUP

REIMBURSABLE EXPENSES AND ADDITIONAL SERVICES

1. Out-of-pocket expenses related to courier expenses and reprographics shall be reimbursed at cost.
2. Additional services required by the Client that may arise and are not outlined above shall be compensated on an hourly basis per work authorization by Client.

SCOPE SUMMARY:

I.	**Topographic Survey**	$ 500
II.	**Construction Plans (on-site)**	$ 2,900
	Total:	$ 3,400
	+10%	340
	AGA —	$ 3,740. **

Provided this Scope of Services and basis of compensation is acceptable to you, please sign the attached "Professional Services Agreement" and forward a copy to our office. This will serve as notification to proceed with the work.

We appreciate the opportunity to work with you on this project. Please do not hesitate to contact our office should you have any questions.

Sincerely,

Julio C. Cerda, P.E.
President/CEO
South Texas Infrastructure Group, LLC

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

September 30, 2014

Diana Serna, Director
Hidalgo County Urban County Program
Alamo, Texas 78516

Re: Architectural Services/Park Improvements Project

Dear Ms. Serna

Attached is the proposal submitted by Alcocer Garcia Associates for their final and best offer for Professional Services for the Park Improvements Project. I have reviewed their proposal and have no problems or recommended changes on the proposal as submitted and I am forwarding it to you for your review and processing. Please let me know if there is anything else you need from the City to proceed with the County's review and approval. Please keep me informed on your negotiations with them and when you anticipate approving a contract.

If you have any questions or require additional information please contact me at oscarpenitas@yahoo.com or call me at 956-581-3345.

Respectfully

Oscar Cuellar Jr.
City Manager

CC: Guadalupe Garcia, UC Coordinator

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/6/2014

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:
Montalvo Insurance Agency 208 South Texas Blvd PO Box 2 Weslaco TX 78599	PHONE (A/C, No, Ext): (956) 968-5521 FAX (A/C, No): (956) 969-9198 E-MAIL ADDRESS:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
AGA, Inc. 1333 East Jasmine Ave. McAllen TX 78501	INSURER A: State Auto Insurance Companies	
	INSURER B: CNA	
	INSURER C: Landmark American Insurance Co	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1410601539 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Ded.$500 per claim BI/PD GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			BOP2489589-06	5/8/2014	5/8/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 300,000 5,000 1,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BOP2489589-06	5/8/2014	5/8/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 6 11398759	4/26/2014	4/26/2015	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	500,000 500,000 500,000
C	Professional Liability (Claims Made)			LHR742106	11/10/2013	11/10/2014	$1,000,000 Each Claim $1,000,000 Aggregate Limit		Ded.$2500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: City of Penitas Park III

CERTIFICATE HOLDER

Hidalgo County
Urban County Program
427 E. Durante Ave., Ste 107
Alamo, TX 78516

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Professional Services Agreement

This Agreement, entered into this 14th day of **October, 2014** by and between **Hidalgo County, Texas** acting by and through its **Urban County Program,** (hereinafter called the "Party") and **Alcocer Garcia Associates, Inc.,**, duly authorized Architect, herein acting by **Eduardo Alcocer Principal** (hereinafter called the "Architect").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants.

WHEREAS, the Party is interested in obtaining Architectural Services;

WHEREAS, the Architect, duly licensed and registered to practice engineer in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the Project (as hereinafter defined) area; and

WHEREAS, the Party desires to engage the Architect to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ARCHITECT

Party and Architect agree that Party's obligations under the Agreement are subject to and contingent upon actual receipt of adequate federal funds to meet the obligations of Party under this agreement. The Party agrees to employ the Architect to furnish and provide the architectural services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Architect as stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ARCHITECT

The Architect shall perform the following Basic Services for **City of Peñitas Parks, Recreational Facility Improvements Project** Account(s) **5002/09-13-60-0306-5000-6000**, *(the "Project') as more particularly described in Exhibit A attached hereto.*

2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive from the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's written approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Architect, may be required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans, specifications and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Party's approval of the Architect's written approval of final payment to the Contractor(s). During the Construction Phase, the Architect will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Architects on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult with and advise the Party and issue all instructions and Change Orders to the Contractor selected by the Party.

e. During the progress of actual construction, Architect will continually keep the Owner informed with brief and concise information. A monthly progress report will be prepared and delivered to the Party including but limited to monies spent, construction time elapsed, percent of Project completed, a brief narrative of problems encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractor(s) for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractor(s).

i. Architect shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, within sixty (60) days of issuance of certificate of completion.

l. The Architect will be responsible for interim and final inspection.

m. Furnish to the Party six (6) sets of plans and six (6) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ARCHITECT

If authorized in writing by the Party, the Architect will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3 herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Architect and authorized by the Party to points other than within Hidalgo County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Architect on the basis of 1.1 times the Architects actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Architect by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Architect may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Architect to enter upon public and private property as required for the Architect to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Architect.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Architect whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ARCHITECT

The Party agrees to pay the Architect for completed services as identified by the Party:

6.1 The Architect shall be paid a total fixed amount of **Thirty-Two Thousand Nine Hundred Sixty Dollars and Zero Cents ($32,960.00)** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Architect's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Architect's completion and Party's approval of the Architect's services under the Preliminary Phase, Section 2.1 of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Architect's completion and Party's approval of the Architect's services under the Design Phase, Section 2.2 of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Architect's completion and Party's approval of the Architect's services under the Construction Phase, Section 2.3 of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Architect's reports.

6.5 For Additional Services as provided in Section III herein the Architect shall be paid a sum of 1.1 times the Architect's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Party may terminate this Agreement without cause at any time by a 30-day notice in writing to the Architect. Upon receipt of such notice, the Architect shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Architect shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Architect a sum of money equal to the reasonable value of the professional architect services rendered by the Architect to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Architect on work performed and expenses incurred by Architect under the provisions of this Agreement. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Architect shall not be relieved of liability to the Party for damages sustained by the Party arising from Architect's negligent acts, errors or omissions related to Architect's obligations created under this Agreement.

SECTION IX
COUNTY AND CITY OFFICIALS

Architect agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Architect's negligent acts, errors or omissions related to Architect's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Party and Architect each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Architect shall assign or transfer any interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Architect contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII
LAW and VENUE

This agreement shall be governed by the laws of the State of Texas and is performable in Hidalgo County, Texas. Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
AMENDMENT

This Agreement may be amended only by a written document executed by the parties hereto.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Architect shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Architect shall save the Party harmless with respect to any damages arising from any negligence of the engineer in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Architect shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Architect from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI
GENERAL

16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Architect which are directly pertinent to the Project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Architect agrees to comply with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Architect shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Architect pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Architect. Architect agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Architect shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Architect shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Architect shall incorporate or cause to be incorporated in all such documents in the paragraph in this Section.

SECTION XVII
INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, insurance as follows:

17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Architect shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Architects commence operations under this Agreement, in the sum of Three Hundred Thousand Dollar ($300,000.00) for bodily injury and $100,000 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of Party consistent with potential exposure of Party under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, unless the Architect is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 Professional Liability insurance in an amount of One Million Dollars ($1,000.000.00).

17.6 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

18.1 Architect represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Architectural Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Architects.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **October 14, 2014**. Such date being the date Hidalgo County Commissioners' Court approved entering into contract with Architect.

This Agreement is hereby approved this _____ day of _____, 20_____.

Signature:_____
Eduardo Alcocer, Principal

Firm Name: **Alcocer Garcia Associates Inc.**
Address: **1333 E. Jasmine Avenue,**
City/ST/ZIP: **McAllen, Texas 78501**

FED ID #/SS #: **26-4262500**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the ____ day of_____, 20__, by _____of and on behalf of _____, (a corporation)(a partnership)(a sole proprietorship).

_____
(seal) Notary - Signature

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

Revised as to Form:
Atlas, Hall & Rodriguez
By: Stephen L. Crain
On: July 06, 2012

Exhibit "A"

(Scope of Services)

See Attached

EXHIBIT 'A'

Scope of Architectural / Engineering Services for Improvements to Veterans Memorial Park, Phase III

Alcocer Garcia Associates, Inc. Architectural and Engineering services to be as contained in the standard Urban County Program Professional Services Agreement, including the following Basic Services:

1. Architectural Design and Construction Administration Services through project close-out.
2. Coordination with City with all aspects of designs
3. Electrical Engineering Design and Construction Administration Services
4. Monthly meetings with City to report progress of project, through project close-out.
5. Prepare Bidding Forms and Documents
6. Assist Owner in Receipt of Competitive Bids
7. Evaluate Bids Received
8. Review project Shop Drawings and Materials Submittals
9. Review and certify General Contractor's Application for Payments
10. Construction inspections and Reports
11. Punch -list inspection(s)
12. Final inspection and close-out documents

Other services to be as indicated in Alcocer Garcia Associates, Inc. fee proposal letter.

George A. Garcia, V.P.
Alcocer Garcia Associates, Inc.

AI-46839 **Urban County 15. I.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: Lupita V. Garcia **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program on behalf of the **City of Peñitas** is requesting approval and award of best and final negotiated contract with **South Texas Infrastructure** Group in the amount of **$ 24,483.00** utilizing **CDBG FY (2013) Street Improvements funds (Peñitas Street & Pike Avenue).**

BACKGROUND

South Texas Infrastructure Group submitted a best and final offer for professional engineering services for a street improvements project that will consist of re-construction/construction of Pe?ñitas Street and Pike Avenue, in El Rio Subdivision to include the base and asphaltic surface and other necessary appurtenances such as drainage lines and inlets, sidewalks, water line replacement with hydrants. South Texas Infrastructure Group was the highest ranked firm by County Commissioner's Court. See attached scope of services and Best and Final Offer Letter.

Contractor: South Texas Infrastructure Group

Contract Amount: $24,2483.00

Available Funds: $215,000.00 2013 PEÑITAS STREET IMPROVEMENTS

Attachments

City of Peñitas Street Imp. South Texas Inf.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/07/2014 01:27 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Olga Lerma Started On: 10/06/2014 11:47 AM

Final Approval Date: 10/10/2014

SOUTH TEXAS INFRASTRUCTURE GROUP

October 3, 2014

Ms. Diana Serna, Director
Hidalgo County Urban County Program
427 E. Duranta Ave.
Suite 107
Alamo, TX 78516

Re: Civil Engineering for the Public Improvements of Peñitas Street and Pike Avenue in the City of Peñitas, Texas

Dear Ms. Serna:

South Texas Infrastructure Group, LLC appreciates the opportunity to submit this proposal for professional services for above referenced project in the City of Penitas, Texas.

Penitas Street (Estimated Construction Cost: $172,066.25)
Pike Avenue (Estimated Construction Cost: $40,404.50)

Our Scope of Services includes the following:

I. Boundary/Topographic Survey of proposed site **$4,375.00**

South Texas Infrastructure Group, LLC will provide Boundary and Topography for the above mentioned project.

II. Construction Plans and Specifications **$16,108.00**

This scope includes the preparation of plans for the construction and approval of pavement and drainage. The Set of plans shall include an existing condition, pavement and drainage plan and profiles and details. Also included are the As-Built drawing of the project, after construction is completed. Sufficient information shall be included for staking improvements. The Client shall provide Geotechnical Report with Pavement Recommendations, required.

III. Construction Management **$4,000.00**

This task includes performing work for the public improvements and will include the following:

- Site Observation Visits
- Review Construction Material Testing
- Review Contractor's Payment Application
- Prepare Certificate of Completion

Our proposal is based on the following assumptions and exclusions:

- Engineering fees included in this proposal only apply to items specifically listed in this proposal. No additional items are assumed or included unless requested in writing prior to signing the Professional Services Agreement. Engineering fees for additional work including, but not limited to, additional utility improvements/relocations and roadway improvements and/or reconstruction are not included in this proposal.
- All topographic survey information required for this project shall be provided by South Texas Infrastructure Group, LLC. Topographic survey shall be provided by South Texas Infrastructure Group and performed by a Registered Public Land Surveyor.
- No architectural, landscape, irrigation, mechanical, electrical, plumbing or structural design is included herein.
- If a Traffic Impact Analysis is required, a separate proposal shall be provided for these services.
- Geotechnical engineering services are not included in this Scope. All pavement and earthwork (cut/fill) shown on Civil Plans will follow the geotechnical engineering recommendations. Geotechnical materials testing during construction is not included in this Scope.
- Agency review fees and impact fees are not included herein.
- City, state, or county-required fees are not included herein.
- Coordination/negotiations with Client's lender, attorney, property seller, property closing agreement, homeowner associations, and/or adjacent property owners are not included in this proposal.
- Management of Sub-consultants, Contractor, and/or Subcontractors is not included herein and shall be performed by Client.
- Horizontal and vertical control shall be shown on the Construction Plans. Construction Staking shall be performed by a Registered Public Land Surveyor.

SOUTH TEXAS INFRASTRUCTURE GROUP

REIMBURSABLE EXPENSES AND ADDITIONAL SERVICES

1. Out-of-pocket expenses related to courier expenses and reprographics shall be reimbursed at cost.
2. Additional services required by the Client that may arise and are not outlined above shall be compensated on an hourly basis per work authorization by Client.

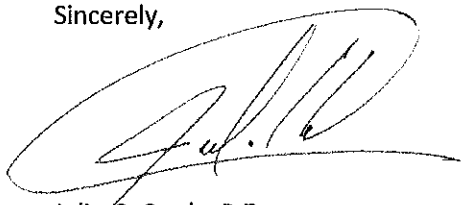
SCOPE SUMMARY:

I.	**Penitas and Pike Street**	$ 24,483.00
	Total:	**$ 24,483.00**

Provided this Scope of Services and basis of compensation is acceptable to you, please sign the attached "Professional Services Agreement" and forward a copy to our office. This will serve as notification to proceed with the work.

We appreciate the opportunity to work with you on this project. Please do not hesitate to contact our office should you have any questions.

Sincerely,



Julio C. Cerda, P.E.
President/CEO
R. O. W. Surveying Services, LLC

Exhibit "D"
BUDGET
LUMP SUM RATE BASIS OF PAYMENT

Work Authorization No. X

	A	B	C	D	E	F	G	H	I	J	K	L
1	**Highway:** Penitas St.					**South Texas Infrastructure Group, LLC**						
2	**County:** Hidalgo County, Texas											
3	**From:** US 83 to Pike Ave											
4	**Description of Work:** Street Improvements											
5		**PRINCIPAL**	**PROJECT**	**PROJECT**	**EIT**	**SENIOR**	**ENGINEER**	**SENIOR**	**JUNIOR**	**ADMIN/**	**Total**	**Cost**
6	TASK AND DESCRIPTION		**MANAGER**	**ENGINEER**		**ENG.**	**TECH**	**CADD**	**CADD**	**CLERICAL**	**Hours**	
7						**TECH**		**TECHNICIAN**	**TECHNICIAN**			
8	HOURLY RATE	**$175.00**	**$135.00**	**$100.00**	**$80.00**	**$90.00**	**$78.00**	**$74.00**	**$72.00**	**$50.00**		
9	**Roadway Design Plans and Specifications (Penitas and Pike St. Improvements)**											
10	Design Plans											
11	1.0 Roadway Design Plan and Profiles	0	0	16	20	0	50	0	0	0	86	$ 7,100.00
12	2.0 Drainage and Utility Design Plan and Profile	0	0	16	20	0	40	0	0	0	76	$ 6,320.00
13	3.0 Details and Technical Specifications	0	0	8	8	0	16	0	0	0	32	$ 2,688.00
14	Subtotal Hours	0	0	40	48	0	106	0	0	0	194	
15	Subtotal Cost	$0.00	$0.00	$4,000.00	$3,840.00	$0.00	$8,268.00	$0.00	$0.00	$0.00		$ 16,108.00
16												
17	**Roadway Construction Management (Penitas and Pike St. Improvements)**											
18	1.0 Construction Management	0	0	32	10	0	0	0	0	0	42	$ 4,000.00
19	Subtotal Hours	0	0	32	10	0	0	0	0	0	42	
20	Subtotal Cost	$0.00	$0.00	$3,200.00	$800.00	$0.00	$0.00	$0.00	$0.00	$0.00		$ 4,000.00
21		**Project**	**Project**	**Survey**	**4-man**	**3-man**	**2-man**		**Sub Surface Test Hole**	**Admin/**	**Total**	**Cost**
22		**Principal**	**RPLS**	**Technician**	**Survey Crew**	**Survey Crew**	**Survey Crew**	**Abstractor**	**Level A Quality (each)**	**Clerical**	**Hours**	
23		**$124.00**	**$125.00**	**$82.00**	**$175.00**	**$155.00**	**$130.00**	**$65.00**	**$2,500.00**	**$50.00**		
24	**Field Surveying (Penitas and Pike St. Improvements)**											
25	A. Control Hz and Vt											
26	I. Primary Project Control											
27	i. Establish Primary Control	0	1	0	0	4	0	0	0	0	5	$ 745.00
28	II. Secondary Project Control											
29	i. Set additional secondary control points as needed	0	0	0	0	0	0	0	0	0	0	$ -
30	ii. Horizontal values established with RTK or VRS	0	1	0	0	3	0	0	0	0	4	$ 590.00
31	iii. Vertical values established with digital level	0	1	0	0	3	0	0	0	0	4	$ 590.00
32	III. Setting Benchmarks											
33	i. Setting Benchmarks @ 1500'(ft) intervals	0	1	0	0	2	0	0	0	0	3	$ 435.00
34												
35	B. Design Surveys											
36	i. Topographic & Crossections	0	0	0	0	6	0	0	0	0	6	$ 930.00
37	ii. Locate Visible Utilities	0	0	0	0	1	0	0	0	0	1	$ 155.00
38	iii. Utilities	0	0	0	0	1	0	0	0	0	1	$ 155.00
39	iv. Proposed Centerline on Existing Pavement	0	0	0	0	1	0	0	0	0	1	$ 155.00
40	v. Profile and Cross section Intersecting Streets	0	0	0	0	1	0	0	0	0	1	$ 155.00
41	vi. Driveways and Turnouts	0	0	0	0	1	0	0	0	0	1	$ 155.00
42	vii. Existing Storm Drain	0	0	0	0	1	0	0	0	0	1	$ 155.00
43	viii. Irrigation Crossings	0	0	0	0	0	0	0	0	0	0	$ -
44	ix. Cross Culverts, Driveway Culverts, Inverts	0	0	0	0	0	0	0	0	0	0	$ -
45	x. Outfalls	0	0	0	0	1	0	0	0	0	1	$ 155.00
46												
47	Subtotal Hours	0	4	0	0	25	0	0	0	0	29	
48	Subtotal Cost	$0.00	$500.00	$0.00	$0.00	$3,875.00	$0.00	$0.00	$0.00	$0.00		$ 4,375.00

CITY OF PEÑITAS

Mayor Marcos Ochoa
Mayor Pro-Tem Antonio "Tony" Flores Jr.
Commissioner Tomas Cedillo
Commissioner Jose Roel Flores
Commissioner Alejandro Guajardo
City Manager Oscar Cuellar

****

October 3, 2014

Ms. Diana Serna, Director
Hidalgo County Urban County Program
3312 W. Alberta Rd.
Edinburg, Texas 78539

Dear Ms. Serna

We have reviewed the final offer for $24,483.00 submitted by South Texas Infrastructure Group for the Street Paving project and recommend approval.

Please schedule for Commissioner's Court approval as soon as possible so we can proceed with the project.

If you have any questions please contact me at oscarpenitas@yahoo.com or at 956-240-1106.

Respectfully

Oscar Cuellar Jr.
City Manager

P.O. Box 204 Peñitas, TX 78576 Phone~ 956-581-3345 Fax~ 956-581-3346 E-mail~ oscarpenitas@yahoo.com

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER
Willis of Texas, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME:
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company Ltd.	11000
INSURER B : Trumbull Insurance Company	27120
INSURER C : Underwriters Lloyds Insurance Company	37559
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
South Texas Infrastructure Group LLC; R.O.W. Surveying Services, LLC
900 S Stewart #11
Mission, TX 78572

COVERAGES **CERTIFICATE NUMBER:** W293445 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	Y	Y	65 SBA IX7735	04/10/2014	04/10/2015	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 $ $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	65 UEC AW2107	04/10/2014	04/10/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	65 WBC AH9283	04/10/2014	04/10/2015	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	Per Claim Aggregate Retention Per Claim			ANE1337045.14	04/10/2014	04/10/2015	$1,000,000 $1,000,000 $5,000	

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

Certificate holder is included as an Additional Insured as respects to General Liability and Automobile Liability.

Waiver of Subrogation applies in favor of the Additional Insured with respects to General Liability, Automobile Liability and Workers Compensation (per the attached endorsement), as permitted by law.

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business Highway 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian C. Lewis

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis of Texas, Inc.		South Texas Infrastructure Group LLC; R.O.W. Surveying Services, LLC 900 S Stewart #11 Mission, TX 78572
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Automobile Liability shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by the Additional Insured, per the broad form endorsement attached.

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3893068 Batch #: 43346 W293445

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Professional Services Agreement

This Agreement, entered into this **14th** day of **October, 2014** by and between **Urban County Program,** (hereinafter called the "Party") and **South Texas Infrastructure Group,** duly authorized Engineer, herein acting by **Julio C. Cerda, President/CEO** (hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineer in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the Project (as hereinafter defined) area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ENGINEER

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **Peñitas Street Improvements** Account(s) **5013-60-0311-5000-6000-UCP-GVG** *(the "Project') as more particularly described in Exhibit A attached hereto.*

2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive from the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's written approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, may be required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans, specifications and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult with and advise the Party and issue all instructions and Change Orders to the Contractor selected by the Party.

e. During the progress of actual construction, Engineer will keep continually the Owner informed with brief and concise information. A monthly progress report will be prepared and delivered to the Party including but limited to monies spent, construction time elapsed, percent of Project completed, a brief narrative of problems encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractor(s) for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractor(s).

i. Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with bond copies of as-built drawings of the constructed improvements, within sixty (60) days of issuance of certificate of completion.

l. The Engineer will be responsible for interim and final inspection.

m. Furnish to the Party six (6) sets of plans and six (6) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3 herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within Hidalgo County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total fixed amount of **$ 24,483.00.00** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section 2.1 of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section 2.2 of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section 2.3 of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Party may terminate this Agreement without cause at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the professional engineer services rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Agreement. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION IX
COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign or transfer any interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within **ten (10) days** from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by **ninety (90) days** and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII
VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
AMENDMENT

This Agreement may be amended only by a written document executed by the parties hereto.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any negligence of the engineer in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI
GENERAL

16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to the Project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to comply with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such documents in the paragraph in this Section.

SECTION XVII
INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, insurance as follows:

17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of Three Hundred Thousand Dollars ($300,000.00) for bodily injury and One Hundred Thousand Dollars ($100,000.00) for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, unless the engineer is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **October 14, 2014**. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this _____ day of _____, 20_____.

Signature:_____
Julio C. Cerda, President/CEO

Firm Name: **South Texas Infrastructure Group**
Address: **900 S/ Stewart Road , Suite 11**
City/ST/ZIP: **Mission, TX 78572**

FED ID #/SS #: **46-2094308**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the ____ day of_____, 20___, by _____of and on behalf of _____,
title) (a corporation)(a partnership)(a sole proprietorship).

_____
(seal) Notary - Signature

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

Revised as to Form:
Atlas & Hall, L.L.P.
By Stephen L. Crain
on April 26, 2012

EXHIBIT "A"

Scope of Services

Penitas Street (Estimated Construction Cost: $172,066.25)
Pike Avenue (Estimated Construction Cost: $40,404.50)

Our Scope of Services includes the following:

I.	Boundary/Topographic Survey of proposed site	$4,375.00
II.	Construction Plans and Specifications	$16,108.00
III.	Construction Management	$4,000.00
	TOTAL ENG. COST	**=$24,483.00**

PROVISIONS

1. AUTHORIZATION TO PROCEED. Signing this Agreement shall be construed as authorization by CLIENT for South Texas Infrastructure Group, L.L.C. to proceed with the Services, unless otherwise provided for in this Agreement.

2. LABOR COSTS. In the event South Texas Infrastructure Group, LLC's compensation is calculated by reference to South Texas Infrastructure Group, LLC.'s Labor Costs, Labor Costs shall be the amount calculated by the number of hours actually worked by each of South Texas Infrastructure Group, LLC 's employees on CLIENT's Project, multiplied by an amount charged for each such employee's work, which is calculated by dividing each such employee's annualized, non-overtime compensation (whether salary or paid to such employee at an hourly rate, as the case may be) by 2,080 hours per year.

3. DIRECT EXPENSES. South Texas Infrastructure Group, LLC 's Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at South Texas Infrastructure Group, LLC 's current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by South Texas Infrastructure Group, LLC.

4. OUTSIDE SERVICES. When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for South Texas Infrastructure Group, LLC 's administrative costs.

5. COST ESTIMATES. Any cost estimates provided by South Texas Infrastructure Group, LLC will be on a basis of experience and judgment. Since South Texas Infrastructure Group, LLC has no control over market conditions or bidding procedures, South Texas Infrastructure Group, LLC does not warrant that bids or ultimate construction costs will not vary from these cost estimates.

6. PROFESSIONAL STANDARDS. South Texas Infrastructure Group, LLC shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. South Texas Infrastructure Group, LLC makes no warranty, expressed or implied.

7. ADDITIONAL SERVICES. Services in addition to those specified in Scope of Services will be provided by South Texas Infrastructure Group, LLC if authorized in writing or otherwise confirmed by CLIENT. Additional services will be paid for by CLIENT as indicated in any Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and South Texas Infrastructure Group, LLC. In the absence of an express agreement about compensation, South Texas Infrastructure Group, LLC shall be entitled to an equitable adjustment to its compensation for performing such additional services.

8. SALES TAX. In addition to any other sums or amounts required to be paid by CLIENT to South Texas Infrastructure Group, LLC pursuant to this Agreement, CLIENT must also pay to South Texas Infrastructure Group, LLC the amount of any applicable sales, use, excise or other tax with respect thereto (other than any general income tax payable by South Texas Infrastructure Group, LLC with respect thereto) as the same may be levied, imposed or assessed by any federal, state, county or municipal government entity or agency.

9. LIMITATION OF LIABILITY. South Texas Infrastructure Group, LLC liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this Agreement.

10. DISPUTE RESOLUTION. All disputes arising out of this Agreement shall be mediated by the parties within a reasonable time after the first request for mediation, prior to either party filing a suit in a court of law, provided, however, that neither party shall be obligated to mediate prior to requesting injunctive relief.

11. ASSIGNMENT TO RELATED ENTITY. Notwithstanding anything in this Agreement to the contrary, in the event South Texas Infrastructure Group, LLC is not qualified and licensed in the relevant jurisdiction to provide any Services required hereunder, South Texas Infrastructure Group, LLC may, without the consent of any other party, assign all or any part of its obligation to provide such Services to an entity related to South Texas Infrastructure Group, LLC which is qualified and licensed to provide such Services in the jurisdiction involved and which is contractually bound South Texas Infrastructure Group, LLC to provide such Services.

12. PAYMENT TO South Texas Infrastructure Group, LLC / INTEREST ON PAST-DUE AMOUNTS. Monthly invoices will be issued by South Texas Infrastructure Group, LLC for all Services performed under the terms of this Agreement. Invoices are due and payable net 15 days. CLIENT agrees to pay interest at the rate of 1½% per month on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to South Texas Infrastructure Group, LLC, and if such interest exceeds the principal balance of CLIENT's indebtedness to South Texas Infrastructure Group, LLC, will be returned to CLIENT. It is the intent of South Texas Infrastructure Group, LLC and CLIENT to abide by all applicable laws regulating the maximum amount of interest that may be charged. CLIENT shall also be responsible for all costs associated with collecting any past-due amounts. To the greatest extent allowed by applicable law, CLIENT and South Texas Infrastructure Group, LLC agree that in the event CLIENT and South Texas Infrastructure Group, LLC enter into any compromise or settlement calling for the payment of past due principal and accrued and unpaid interest on any past-due invoice, South Texas Infrastructure Group, LLC may charge and CLIENT agrees to pay interest on such combined past due principal and accrued and unpaid interest amount (the "New Principal Balance") at the rate of 1½% per month or at the highest rate allowed by law, subject, as provided herein, to South Texas Infrastructure Group, LLC's agreement to credit excess interest or return same to CLIENT after the New Principal Balance is paid. All payment obligations are performable in Hidalgo County, Texas, and CLIENT agrees to submit to the jurisdiction of the courts of the State of Texas in Hidalgo County, Texas for enforcement of all obligations created by this Agreement.

13. South Texas Infrastructure Group, LLC'S RIGHT TO SUSPEND SERVICES. If CLIENT fails to pay any amount due South Texas Infrastructure Group, LLC under this Agreement, South Texas Infrastructure Group, LLC may, in addition to any other rights afforded under this Agreement or at law, suspend Services. Prior to suspending Services, South Texas Infrastructure Group, LLC will provide CLIENT with written notice that South Texas Infrastructure Group, LLC will suspend Services unless said failure to pay is cured within 7 days from CLIENT'S receipt of South Texas Infrastructure Group, LLC's notice. If CLIENT does not cure the problem within such 7-day period, South Texas Infrastructure Group, LLC may suspend Services under this Agreement. In the event of a suspension of Services, (a) South Texas Infrastructure Group, LLC shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of Services, (b) any periods for completion of work shall automatically be extended by the period of such suspension, and (c) before resuming Services, South Texas Infrastructure Group, LLC shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Services. South Texas Infrastructure Group, LLC's compensation for the remaining Services and the time schedules shall be equitably adjusted. If the Project is suspended for more than 30 consecutive days, (x) South Texas Infrastructure Group, LLC shall be compensated for Services performed prior to notice of such suspension, (y) when the Project is resumed, South Texas Infrastructure Group, LLC shall be compensated for expenses incurred as a result of the interruption and resumption of South Texas Infrastructure Group, LLC's Services, and (z) South Texas Infrastructure Group, LLC's compensation for the remaining Services and the time schedules shall be equitably adjusted. To the extent CLIENT'S failure to pay is related to a dispute between the parties, the dispute will be resolved in accordance with Article 10.

14. TERMINATION FOR NON-PAYMENT OF FEES. South Texas Infrastructure Group, LLC may terminate this Agreement by giving written notice if any South Texas Infrastructure Group, LLC. invoice remains unpaid for more than 30 days. South Texas Infrastructure Group, LLC's right to terminate this Agreement shall not be waived by South Texas Infrastructure Group, LLC's continued performance during any period of investigation by South Texas Infrastructure Group, LLC to determine the reasons for CLIENT'S nonpayment.

15. TERMINATION. Either CLIENT or South Texas Infrastructure Group, LLC may terminate this Agreement with or without cause by giving 7 days' written notice to the other party. In such event CLIENT shall forthwith pay South Texas Infrastructure Group, LLC in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

16. LEGAL EXPENSES. In the event legal action is brought by South Texas Infrastructure Group, LLC. to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, CLIENT shall pay South Texas Infrastructure Group, LLC reasonable amounts for fees, costs and expenses as may be set by the court.

17. SEVERABILITY. In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

18. SURVEYING SERVICES. In accordance with the Professional Land Surveying Practices Act of 1989, CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Land Surveying, 7701 North Lamar, Suite 400, Austin, Texas 78752, (512) 452-9427. Similar laws in other states may give CLIENT similar rights where surveying services are performed outside the State of Texas. In accordance with applicable sales tax law, certain surveying services may be taxable.

19. ELECTRONIC MEDIA. (a) As a component of the services provided under this Agreement, South Texas Infrastructure Group, LLC may deliver electronic copies of certain documents or data (the "Electronic Files") in addition to printed copies (the "Hard Copies") for the convenience of CLIENT. CLIENT and its consultants, contractors and subcontractors may only rely on the Hard Copies furnished South Texas Infrastructure Group, LLC to CLIENT. If there is any discrepancy between any Electronic File and the corresponding Hard Copy, the Hard Copy controls. (b) CLIENT acknowledges that Electronic Files can be altered or modified without South Texas Infrastructure Group, LLC 's authorization, can become corrupted and that errors can occur in the transmission of such Electronic Files. CLIENT agrees that it will institute procedures to preserve the integrity of the Electronic Files received from South Texas Infrastructure Group, LLC until acceptance. CLIENT further agrees that it will review the Electronic Files immediately upon receipt and conduct acceptance tests within thirty (30) days, after which period CLIENT shall be deemed to have accepted the Electronic Files as received. South Texas Infrastructure Group, LLC will undertake commercially reasonable efforts to correct any errors in the Electronic Files detected within the 30 day acceptance period. South Texas Infrastructure Group, LLC shall not be responsible to maintain the Electronic Files after acceptance by CLIENT. (c) South Texas Infrastructure Group, LLC does not warrant or represent that the Electronic Files will be compatible with or useable or readable by systems used by CLIENT or its consultants, contractors and subcontractors. South Texas Infrastructure Group, LLC is not responsible for any problems in the interaction of the Electronic Files with other software used by CLIENT or its consultants, contractors and subcontractors.

SOUTH TEXAS INFRASTRUCTURE GROUP

PROJECT NAME: Civil Engineering for the Public Improvements of Peñitas Street and Pike Avenue in the City of Peñitas, Texas

CLIENT: **Hidalgo County Urban County Program**

ADDRESS: **900 S. Stewart Rd. Suite 13**
Mission, TX 78572

Hereby requests and authorizes South Texas Infrastructure Group, LLC to perform the following Services:

SCOPE OF SERVICES: **As defined in proposal letter dated October 3, 2014**

COMPENSATION to be on a basis of:

A Total Lump Sum amount of $ 24,483.00. Lump Sum includes all charges for surveying services, which will be provided by South Texas Infrastructure Group. Should actual expenses exceed the Lump Sum amount, South Texas Infrastructure Group, LLC will submit a statement within thirty (30) days of completion of Services for such expenses. Additional Services authorized in writing or otherwise confirmed by Client will be billed in addition to the lump sum amount as provided in Paragraph 7 on the other side of this authorization.

Invoices will be issued by South Texas Infrastructure Group on percent complete. All invoices are due and payable within 30 days of issuance.

The parties agree to the Provisions stated on this authorization.

Accepted by **CLIENT**

By:_____

Name:_____

Title:_____

Date:_____

Accepted for:

South Texas Infrastructure Group, LLC.

By:_____

Name: Julio C. Cerda, P.E.

Title: President/CEO

Date: 10/03/2014

AI-46754 **Elections Administration 16. A.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the Hidalgo Independent School District for their election to be held on November 4, 2014.

BACKGROUND

Two (2) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept). As of 9-26-2014, Hidalgo ISD does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/26/2014 05:10 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Amanda Valdez Started On: 09/26/2014 05:02 PM

Final Approval Date: 10/10/2014

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **HIDALGO INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 4, 2014**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 4, 2014**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree

to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 4, 2014**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Procure early voting polling places and election day polling places, as ordered;

(J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(K) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(L) Notify the election judges of the date, time and place of the election;

(M)Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Provide such incidental related services as may be necessary to conduct the election;

(R) Serve as the Early Voting Clerk;

(S) Establish a Central Counting Station for the purpose of tabulating ballots; and

(T) Tabulate election results in preparation for ENTITY's canvassing.

(U) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(F) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(G) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(H) Reimburse the COUNTY for any and all costs associated with recounts and/or election

G. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic;
H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:
A. Database access at $100.00 per day;
B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;
C. Printer label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a Verizon base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an

contests associated with the election;

(I) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received;

(J) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Coding iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;

administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

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

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Mr. Edward L. Blaha
Superintendent of Schools
Hidalgo ISD
PO Box 8220
Hidalgo, TX 78557

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

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

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 25 day of August, 2014

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

HIDALGO ISD
ENTITY

BY: _____

PRINT: EDWARD L. BLAHA

TITLE: SUPERINTENDENT

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ATTEST

BY: _____

PRINT: Blanca Lara

TITLE: Secretary

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS

2014 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

ELECTION: Hidalgo ISD Place 3, 4 & 5 | **DATE: November 4, 2014**

	Coding Services for iVotronic	Price	Quantity	Total
6.01 A	Base Charge: Ballot Coding	$150.00	1	$150.00
A	Additional Ballot Style(s)	$25.00	0	$0.00
A	Request Change on Coding Ballot	$10.00	0	$0.00
B	Audio Files Set up Charge English/ Spanish	$300.00	1	$300.00
C	Audio Files (Per Contest/Office)	$10.00	3	$30.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	$10.00	0	$0.00
E	Audio Files (Per Candidate/ Responses)	$10.00	12	$120.00
F	Election Media per Polling Location(s)	$100.00	8	$800.00
G	*iVotronic Voting Machine(s)	$150.00	17	$1,275.00
G	*ADA iVotronic Voting Machine(s)	$150.00	8	$600.00
H	Delivery/ Pick-up Fee (includes Mileage)	$750.00	1	$750.00
			Total iVotronic Coding Charges	$4,025.00

	Electronic Poll Book (VoteSafe)	Price	Quantity	Total
6.02 A	*Voter Registration Database Access (Per Day)	$100.00	13	$650.00
B	*Laptop Rental (includes Bar Code Scanner/Dymo Printer)	$150.00	6	$450.00
C	Printer Labels (per vote)	$0.03	4467	$134.01
D	Username/Password - Per Polling Location	$20.00	8	$160.00
			Total Electronic Poll Book Charges	$1,394.01

	Supplies	Price	Quantity	Total
6.03	Early Voting Combination Forms	$0.55	200	$110.00
	Election Day Combination Forms	$0.55	200	$110.00
	*Election Judge Kit for Early Voting	$35.00	2	$35.00
	*Election Judge Kit for Election Day	$35.00	6	$105.00
	Polling Location Map(s)	$17.00	8	$136.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	$0.20	500	$100.00
			Total Supplies Charges	$596.00

	Mail & Ballot Service	Price	Quantity	Total
6.04	Mail-in-Ballot Applications	$0.25	900	$225.00
	Paper Ballots for Mail-in-Ballots and Provisionals	$0.40	1000	$400.00
	Mail-in-Ballots Kit(s) per request	$2.00	500	$1,000.00
	Postage Mail-in-Ballots (per request)	$0.61	500	$305.00
	Correspondence Postage	$0.49	6	2.94
			Total Mail & Ballot Service Charges	$1,932.94

	Advertisements/Notices	Price	Quantity	Total
6.05	The Monitor newspaper	$1,800.00	1	$1,800.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	$1,800.00

	SOS Report Fees	Price	Quantity	Total
6.06	SOS Pct. By Pct.	$28.00	1	$28.00
			Total Polling Location Rental Charges	$28.00

	Payroll for Training and Election Poll Workers	Price	Total
6.07	*Payroll for Early Voting Employees	$17,665.50	$8,832.75
	*Payroll for Election Day Employees	$5,001.00	$2,500.50
		Total Payroll Charges	$11,333.25

	Payroll for Ballot Board	Price	Quantity	Total
6.08	Ballot Board	$250.00	1	$250.00
			Total Ballot Board Charges	$250.00

	Canvass Reports	Price	Quantity	Total
6.09	Canvass Report (One Certified Copy Included)	$0.00	1	$0.00
	Additional Canvass Reports	TBD	0	$0.00
			Total Canvass Report Charges	$0.00

	Insurance	Hourly rate	Workers	Hours wrk	Total
6.10	Liability insurance for Early Voting Supervisors	$ 9.00	2	359.5	$12.94
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	$ 8.00	10	1797.5	$287.60
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	$ 9.00	6	99	$10.69
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	$ 8.00	30	495	$237.60
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	$548.83

	Cell Phones	Price	Quantity	Total
6.11	Verizon Wireless phone	$17.52	6	$105.12
			Total Cell Phone Charges	$105.12

6.12	Subtotal		$22,013.15
	Administrative Fees (10%)		$2,201.32
*Share cost with County	ESTIMATED GRAND TOTAL		$24,214.47

AI-46752 **Elections Administration 16. B.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the Donna Independent School District for their election to be held on November 4, 2014.

BACKGROUND

One (1) original of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 201 **ACCT. #:** 4-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept). As of 9-26-2014, Donna ISD does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

contract

2014 Donna ISD Full Estimate

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/26/2014 05:09 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Amanda Valdez Started On: 09/26/2014 04:55 PM

Final Approval Date: 10/10/2014

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **DONNA INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 4, 2014**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 4, 2014**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 4, 2014**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Procure early voting polling places and election day polling places, as ordered;

(J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(K) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(L) Notify the election judges of the date, time and place of the election;

(M)Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Provide such incidental related services as may be necessary to conduct the election;

(R) Serve as the Early Voting Clerk;

(S) Establish a Central Counting Station for the purpose of tabulating ballots; and

(T) Tabulate election results in preparation for ENTITY's canvassing.

(U) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(F) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(G) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(H) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(I) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received;

(J) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Coding iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for each

ADA iVotronic;

H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;

I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;

B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;

C. Printer label fee of $.03 per label (price subject to change);

D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a Verizon base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in

Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

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

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Mr. Jesus Rene Reyna
Superintendent of Schools
Donna ISD
116 N. 10th Street
Donna, TX 78537

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to

be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 27 day of August, 2014

APPROVAL COUNTY OF HIDALGO:

BY:_____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY:_____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS

DONNA ISD
ENTITY

BY: _____

PRINT: JESUS RENE REYNA

TITLE: SUPERINTENDENT

ATTEST

BY: _____

PRINT: Irma L Perez

TITLE: Secretary to Superintendent of Schools

2014 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY.
PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

	ELECTION: Donna ISD **Place 5, 6 & 7/ Special Election Pl. 3**	**DATE: November 4, 2014**

6.01	**Coding Services for iVotronic**		**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding		**$150.00**	1	$150.00
A	Additional Ballot Style(s)		**$25.00**	0	$0.00
A	Request Change on Coding Ballot		**$10.00**	0	$0.00
B	Audio Files Set up Charge English/ Spanish		**$300.00**	1	$300.00
C	Audio Files (Per Contest/Office)		**$10.00**	4	$40.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)		**$10.00**	0	$0.00
E	Audio Files (Per Candidate/ Responses)		**$10.00**	16	$160.00
F	Election Media per Polling Location(s)		**$100.00**	8	$800.00
G	*iVotronic Voting Machine(s)		**$150.00**	25	$1,875.00
G	*ADA iVotronic Voting Machine(s)		**$150.00**	8	$600.00
H	Delivery/ Pick-up Fee (includes Mileage)		**$750.00**	1	$750.00
				Total iVotronic Coding Charges	**$4,675.00**
6.02	**Electronic Poll Book (VoteSafe)**		**Price**	**Quantity**	**Total**
A	*Voter Registration Database Access (Per Day)		**$100.00**	13	$650.00
B	*Laptop Rental (includes Bar Code Scanner/Dymo Printer)		**$150.00**	7	$525.00
C	Printer Labels (per vote)		**$0.03**	21341	$640.23
D	Username/Password - Per Polling Location		**$20.00**	8	$160.00
				Total Electronic Poll Book Charges	**$1,975.23**
6.03	**Supplies**		**Price**	**Quantity**	**Total**
	Early Voting Combination Forms		**$0.55**	500	$275.00
	Election Day Combination Forms		**$0.55**	500	$275.00
	*Election Judge Kit for Early Voting		**$35.00**	1	$17.50
	*Election Judge Kit for Election Day		**$35.00**	7	$122.50
	Polling Location Map(s)		**$17.00**	8	$136.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.		**$0.20**	1000	$200.00
				Total Supplies Charges	**$1,026.00**
6.04	**Mail & Ballot Service**		**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications		**$0.25**	550	$137.50
	Paper Ballots for Mail-in-Ballots and Provisionals		**$0.40**	4000	$1,600.00
	Mail-in-Ballots Kit(s) per request		**$2.00**	550	$1,100.00
	Postage Mail-in-Ballots (per request)		**$0.61**	550	$335.50
	Correspondence Postage		**$0.49**	7	3.43
				Total Mail & Ballot Service Charges	**$3,176.43**
6.05	**Advertisements/Notices**		**Price**	**Quantity**	**Total**
	The Monitor newspaper		**$1,800.00**	1	$1,800.00
	Local newspaper			0	$0.00
				Total Advertisement/Notice Charges	**$1,800.00**
6.06	**SOS Report Fees**		**Price**	**Quantity**	**Total**
	Pct. By Pct.		**$28.00**	1	$28.00
				Total Polling Location Rental Charges	**$28.00**
6.07	**Payroll for Training and Election Poll Workers**		**Price**		**Total**
	*Payroll for Early Voting Employees		**$11,708.75**		$5,854.38
	*Payroll for Election Day Employees		**$7,682.50**		$3,841.25
				Total Payroll Charges	**$9,695.63**
6.08	**Payroll for Ballot Board**		**Price**	**Quantity**	**Total**
	Ballot Board		**$250.00**	1	$250.00
				Total Ballot Board Charges	**$250.00**
6.09	**Canvass Reports**		**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)		**$0.00**	1	$0.00
	Additional Canvass Reports		**TBD**	0	$0.00
				Total Canvass Report Charges	**$0.00**
6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	**$ 9.00**	1	179.25	$3.23
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	**$ 8.00**	7	1254.75	$140.53
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	**$ 9.00**	7	115.5	$14.55
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	**$ 8.00**	49	808.5	$633.86
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	**$792.18**
6.11	**Cell Phones**		**Price**	**Quantity**	**Total**
	Verizon Wireless phone		**$17.52**	7	$122.64
				Total Cell Phone Charges	**$122.64**
6.12				**Subtotal**	**$23,541.10**
				Administrative Fees (10%)	**$2,354.11**
				ESTIMATED GRAND TOTAL	**$25,895.21**

AI-46755 **Elections Administration 16. C.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted By: Amanda Valdez, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Approval of Full Contract for Election Services between Hidalgo County and the City of Weslaco for their election to be held on November 4, 2014.

BACKGROUND

One (1) original of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-126-30-000-000-0-000

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to the Elections Dept). As of 9-26-2014, the City of Weslaco does not owe the Hidalgo County Elections Department any outstanding charges.

Attachments

contract

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/26/2014 05:12 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Amanda Valdez Started On: 09/26/2014 05:05 PM

Final Approval Date: 10/10/2014

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **CITY OF WESLACO**, hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on **November 4, 2014**.

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **November 4, 2014**, election of the ENTITY (the "Election"); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Sections 271.003 (a) (b) the location of a common polling place may be used in a joint election, where the voters of a particular precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election.

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **November 4, 2014**, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Prepare and provide Direct Recording Electronic training for election workers;

(C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every iVotronic voting machine to be utilized by ENTITY during early voting and election day;

(D) Procure, provide, prepare and code Electronic Poll Book(s) per polling location with the Voter Registration Database. To include laptop(s), training for poll book , insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;

(E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;

(F) Provide training for Judges/Clerks;

(G) Procure, provide, prepare, and distribute all necessary election supplies, including:
1) Ballots (preparation and distribution only);
2) Election kits and election paperwork;
3) Ballot boxes and voting booths

(H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;

(I) Procure early voting polling places and election day polling places, as ordered;

(J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;

(K) Prepare, distribute, and publicize notice of election (Texas Election Code Section 4.003.a1) and early voting and election day schedules in newspaper;

(L) Notify the election judges of the date, time and place of the election;

(M)Procure and pay election judges and clerks for early voting and election day voting;

(N) Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY;

(O) Procure and pay Ballot Board members ;

(P) Provide information for election officers;

(Q) Provide such incidental related services as may be necessary to conduct the election;

(R) Serve as the Early Voting Clerk;

(S) Establish a Central Counting Station for the purpose of tabulating ballots; and

(T) Tabulate election results in preparation for ENTITY's canvassing.

(U) Prepare and submit to the Secretary of State the Precinct by Precinct reports;

2.02 The ENTITY shall be responsible for performing the following:

(A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;

(B) Pay the cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of $9.00 per hour for Election Judges and $8.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and General Election and pay the cost for training of Judges and Clerks at the rate of $7.00 per hour per person.

(C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and General Election;

(D) Canvass the Election results for the ENTITY'S governing body;

(E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change: (1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that the contract may provide that the County Election Officer will be the custodian of voted ballots. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

(F) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;

(G) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor; and

(H) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;

(I) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY no sooner than ten (10) days after the Election and/or as soon as all invoices from third party vendors are received;

(J) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code Section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Coding iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Coded Ballot;
B. Base charge for Audio Setup of $300 for English/Spanish;
C. A $10.00 recording fee for Audio Files for each Contest and/or Office;
D. A $10.00 recording fee for Audio Files for each Proposition/Amendment/Charter/Instructions;
E. A $10.00 recording fee for Audio Files for each Candidate and/or Responses;
F. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.;
G. The amount of $150.00 leasing fee for <u>each</u> iVotronic and $150.00 leasing fee for each

ADA iVotronic;

H. Cost of delivery and pick-up of iVotronics for Early Voting and Election Day to include fuel charge and mileage at COUNTY's cost;

I. The above described fees for each machine and coding fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;

B. Laptop rental, magnetic card swipes, bar code scanner, Dymo printers, insurance and delivery fee of $150.00 per location;

C. Printer label fee of $.03 per label (price subject to change);

D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 Fee for Early Voting and General Election Combination forms, maps and election kits. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;

6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;

6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable);

6.06 Reimbursement of rental fees incurred for early voting polling places and Election Day polling places, as ordered;

6.07 Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for the cost of payroll for election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at $7.00 per hour per person;

6.08 Pay for the cost of the Ballot Board judge at $9.00 per hour and Ballot Board clerks at $8.00 per hour;

6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;

6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;

6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of $10.00 per phone line and a Verizon base fee of $3.99 per phone line;

6.12 Billing:

A. The form of the invoice to be used in the billing by the COUNTY, including a good faith estimate of costs, is attached hereto as Exhibit A. The ENTITY shall submit to the COUNTY, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in

Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.

B. The ADMINISTRATOR shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.

C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.

D. Payment shall be made by check payable to the Hidalgo County Elections Department.

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

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Ms. Elizabeth Walker
City Secretary
City of Weslaco
255 South Kansas Ave.
Weslaco, TX 78596

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to

be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2014

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMON

APPROVED AS TO LEGAL FORM:

HIDALGO COUNTY
ASSISTANT CRIMINAL DISTRICT ATTORNEY

BY: _____
JOSEPHINE RAMIREZ SOLIS

CITY OF WESLACO
ENTITY

BY: _____

PRINT: ~~ELIZABETH WALKER~~ David Suarez

TITLE: ~~CITY SECRETARY~~ Mayor

ATTEST

BY: _____ 08/19/14

PRINT: Elizabeth Walker

TITLE: City Secretary

APPROVED AS TO FORM:

BY: _____

PRINT: Ramon Vela

TITLE: City Attorney

2014 Hidalgo County Elections
Contract Estimate Calculator

EXHIBIT A

PLEASE NOTE THAT THIS TOOL IS FOR ESTIMATION PURPOSES ONLY. PRICES ARE SUBJECT TO CHANGE AS DETERMINED BY FINAL INVOICE.

	ELECTION: City of Weslaco District 2 & 3	DATE: November 4, 2014		
6.01	**Coding Services for iVotronic**	**Price**	**Quantity**	**Total**
A	Base Charge: Ballot Coding	**$150.00**	1	$150.00
A	Additional Ballot Style(s)	**$25.00**	0	$0.00
A	Request Change on Coding Ballot	**$10.00**	0	$0.00
B	Audio Files Set up Charge English/ Spanish	**$300.00**	1	$300.00
C	Audio Files (Per Contest/Office)	**$10.00**	2	$20.00
D	Audio Files (Per Propositions/ Amendments/ Charters/ Instructions)	**$10.00**	0	$0.00
E	Audio Files (Per Candidate/ Responses)	**$10.00**	8	$80.00
F	Election Media per Polling Location(s)	**$100.00**	3	$300.00
G	*iVotronic Voting Machine(s)	**$150.00**	6	$450.00
G	*ADA iVotronic Voting Machine(s)	**$150.00**	3	$225.00
H	Delivery/ Pick-up Fee (includes Mileage)	**$750.00**	1	$750.00
			Total iVotronic Coding Charges	$2,275.00
6.02	**Electronic Poll Book (VoteSafe)**	**Price**	**Quantity**	**Total**
A	*Voter Registration Database Access (Per Day)	**$100.00**	13	$650.00
B	*Laptop Rental (includes Bar Code Scanner/Dymo Printer)	**$150.00**	2	$150.00
C	Printer Labels (per vote)	**$0.03**	6835	$205.05
D	Username/Password - Per Polling Location	**$20.00**	3	$60.00
			Total Electronic Poll Book Charges	$1,065.05
6.03	**Supplies**	**Price**	**Quantity**	**Total**
	Early Voting Combination Forms	**$0.55**	150	$82.50
	Election Day Combination Forms	**$0.55**	150	$82.50
	*Election Judge Kit for Early Voting	**$35.00**	1	$17.50
	*Election Judge Kit for Election Day	**$35.00**	2	$35.00
	Polling Location Map(s)	**$17.00**	3	$51.00
	100 Sample ballots provided. Additional Copies of Sample Ballots @ $0.20 each.	**$0.20**	500	$100.00
			Total Supplies Charges	$368.50
6.04	**Mail & Ballot Service**	**Price**	**Quantity**	**Total**
	Mail-in-Ballot Applications	**$0.25**	600	$150.00
	Paper Ballots for Mail-in-Ballots and Provisionals	**$0.40**	750	$300.00
	Mail-in-Ballots Kit(s) per request	**$2.00**	500	$1,000.00
	Postage Mail-in-Ballots (per request)	**$0.61**	500	$305.00
	Correspondence Postage	**$0.49**	1	0.49
			Total Mail & Ballot Service Charges	$1,755.49
6.05	**Advertisements/Notices**	**Price**	**Quantity**	**Total**
	The Monitor newspaper	**$1,800.00**	1	$1,800.00
	Local newspaper		0	$0.00
			Total Advertisement/Notice Charges	$1,800.00
6.06	**Polling Location Rental Fees**	**Price**	**Quantity**	**Total**
			0	$0.00
			Total Polling Location Rental Charges	$0.00
6.07	**Payroll for Training and Election Poll Workers**		**Price**	**Total**
	*Payroll for Early Voting Employees		**$11,708.75**	$5,854.38
	*Payroll for Election Day Employees		**$2,195.00**	$1,097.50
			Total Payroll Charges	$6,951.88
6.08	**Payroll for Ballot Board**	**Price**	**Quantity**	**Total**
	Ballot Board	**$250.00**	1	$250.00
			Total Ballot Board Charges	$250.00
6.09	**Canvass and SOS Reports**	**Price**	**Quantity**	**Total**
	Canvass Report (One Certified Copy Included)	**$0.00**	1	$0.00
	Pct. By Pct.	**$28.00**	1	$0.00
			Total Canvass Report Charges	$0.00
6.10	**Insurance**	**Hourly rate**	**Workers**	**Hours wrk**	**Total**
	Liability insurance for Early Voting Supervisors	**$ 9.00**	1	358.5	$6.45
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Early Voting Clerks	**$ 8.00**	7	1254.75	$140.53
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Presiding Judges	**$ 9.00**	2	33	$1.19
	(hourly rate X workers X hrs worked X 0.002)				
	Liability insurance for Election Day Alternate/Clerks	**$ 8.00**	14	231	$51.74
	(hourly rate X workers X hrs worked X 0.002)				
				Total Insurance Charges	$199.92
6.11	**Cell Phones**		**Price**	**Quantity**	**Total**
	Verizon Wireless phone		**$17.52**	2	$35.04
				Total Cell Phone Charges	$35.04
6.12				Subtotal	$14,700.87
				Administrative Fees (10%)	$1,470.09
				ESTIMATED GRAND TOTAL	$16,170.96

AI-46846 **Texas Agri-Life Extension Serv. 17. A.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted By: Nora Linda Cruz, TX. AGRILIFE EXT. SERVICES

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

Texas AgriLife Extension Service:
Approval to amend the employment commencement date for employee Joanne Ureste from October 23, 2014 to October 15, 2014.

BACKGROUND

Reference agenda no. 46317 CC approved on 9/9/2014.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available in obj code 117.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/07/2014 02:07 PM
Obdett Calzada	Obdett Calzada	10/10/2014 03:40 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Nora Linda Cruz Started On: 10/06/2014 04:58 PM

Final Approval Date: 10/10/2014

AI-46869 **Head Start 18. A.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Budget Amendment 2014

BACKGROUND

Policy Council Approval: 10.15.14

Attachments

Budget Amendment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/09/2014 10:37 AM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Linda Galaviz Started On: 10/08/2014 07:29 AM

Final Approval Date: 10/10/2014

Hidalgo County Head Start Program
Memorandum

Date: October 15, 2014
To: Hidalgo County Head Start Policy Council
Hidalgo County Commissioners' Court
From: Teresa Flores, Executive Director
Subject: Budget Amendment 2014

The Hidalgo County Head Start Program is requesting to amend the approved budget for 2014 in order to reallocate estimated positive variances (balances) before the end of fiscal year 2014.

The Salary and Fringe line items include thirty nine (39) positions which remain vacant as of September 30, 2014. Of these, we can estimate that eighteen (18) positions, which have already partially completed the hiring process, will most likely become employees before December 31, 2014. The other eighteen (18) remaining positions will most likely be filled in 2015. This process in conjunction with streamlined measures implemented during sequestration, have generated slight balances in budgeted categories, which can be earmarked for other much needed areas.

The estimated amount to reallocate for 2014 is **$785,965**, which the Program proposes to reinvest in purchasing instructional materials (Pre-K System), upgrading computers and camera surveillance systems, as well as purchasing one bus and one van.
The Program's initiative in **"School Readiness"** must include State adopted systems (Pre-K instructional materials) to align with the district curriculum and to provide uniformity across all classrooms in the Program. The Program's education professionals propose to purchase the **"Frog Street" curriculum** which will prepare our children to transition into the public schools.

The Program has in its inventory, electronic equipment that has for the most become obsolete. The Program needs to replace old **computers, surveillance cameras and digital video recorders** at some centers.
Our vehicle fleet, which depends on 1995 models, is in need of replacing various buses. Program is proposing to purchase one **bus and one maintenance van** this year.

The Summary of Purchases is as follow:

Item	Amount
Curriculum	$380,000
One Bus	$90,000
One Van	$21,690
Electronic Equipment	$89,657
Total Purchases	$581,347
Other Supplies	$188,540
Other	$16,078
Total Reaqllocation	$785,965

The impact on the budget on each category is reflected in schedule bellow:

Budgeted Categories	Variance/Balance	Reallocation
Salaries	366,498	-366,498
Fringes	277,635	-277,635
Equipment	0	111,690
Cirruculum,	0	380,000
Electronic Equipment	0	38,657
Other supplies	0	343,080
Total Supplies	-154,540	813,737
Other	296,372	-280,293
Net Budget Change	785,965	0

AI-46665 **Head Start 18. B.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion, Approval and Appointment of One (1) Community Representative by Each Member of the Commissioners' Court to Serve on the Hidalgo County Head Start Program Policy Council, for a One (1) Year Term According to 45CFR Chapter XIII, 1304.50(b)(1)-(b)(7) Beginning October 2014 Pending Appointment of Community Representatives: Judge Ramon Garcia, Commissioner A.C. Cuellar, Jr., Precinct 1 and Commissioner Joseph Palacios, Precinct 4

BACKGROUND

Memorandum to Grantee Board Members and Performance Standards 1304.50(b)(1)-(b)(7)

Attachments

Community Representatives

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/24/2014 02:25 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Linda Galaviz Started On: 09/23/2014 04:40 PM

Final Approval Date: 10/10/2014

Hidalgo County Head Start Program

P.O. Box 0117 Edinburg, Texas 78540-0117 (956) 383-0706

TO: Grantee Board Members (Commissioners' Court Members)

FROM: Teresa Flores, Executive Director Teresa Flores

SUBJECT: Community Representatives Appointments

DATE: September 9, 2014

In accordance with Head Start Performance Standards and the Hidalgo County Head Start Program By-Laws, the Hidalgo County Commissioners' Court must nominate a Community Representative from each Precinct to serve on the Hidalgo County Head Start Program Policy Council annually for limited terms of **"no more than three (3) years" (By-Laws, Article 5, Section 6).**

The current members of the Policy Council serving as Community Representatives nominated by the Grantee are as follows:

Grantee Board Members	Community Representatives	Years of Services
Judge Ramon Garcia	Jesse Vela	3
A.C. Cuellar, Jr., Precinct 1	Eva Watts	1
Hector "Tito" Palacios, Precinct 2	Pete Garcia	1
Joe Flores, Precinct 3	Rebecca Villarreal	1
Joseph Palacios, Precinct 4	Judith Flores-Saldivar	3

Your nomination for the 2014-2015 service year must be placed on Commissioners' Court Agenda for official action and approval. Your attention to this matter is greatly appreciated.

Source: Policy Council By-Laws

Article V, Section 1, B. "Five (5) of the members, who shall be known as the Community Representatives, shall be recommended by the Commissioners' Court (Grantee Board) and subject to approval by the Policy Council elected parents."

Article V, Section 6. "The terms of office for all Policy Council Members shall be one (1) year, Mid-October to Mid-October, or until the new Policy Council Member is formally installed, as per Article V, Section 3, Policy Council Members, Alternates and Community Representatives terms shall be limited to no more than three (3) years. Terms shall be limited to no more than three (3) years in any combination of service, whether Alternate, Parent Representative or Community Representative and terms need not be held in consecutive years."

Performance Standard 1304.50(b)(1) — (b)(7)

(b) Policy group composition and formation.

(1) Each grantee and delegate agency governing body operating an Early Head Start or Head Start program must (except where such authority is ceded to the Policy Council or Policy Committee) propose, within the framework of these regulations, the total size of their respective policy groups (based on the number of centers, classrooms, or other program option units, and the number of children served by their Early Head Start or Head Start program), the procedures for the election of parent members, and the procedure for the selection of community representatives. These proposals must be approved by the Policy Council or Policy Committee.

(2) Policy Councils and Policy Committees must be comprised of two types of representatives: parents of currently enrolled children and community representatives. At least 51 percent of the members of these policy groups must be the parents of currently enrolled children (see 45 CFR 1306.3(h) for a definition of a Head Start parent).

(continued, next page...)

Rationale: Established procedures for electing parent members and selecting community representatives ensure consistency and fairness in the selection of policy group members. It is essential that families receiving services play an active role in making decisions about such services, and that the Head Start program reflects the community as a whole. *This rationale serves 45 CFR 1304.50(b)(1)-(7).*

Guidance: The following are suggestions for the governing body and policy group review of procedures for parent elections:

- Inform all parents of their vital role in program governance;
- Ensure that there is a fair method of nomination, either by parents nominating themselves or by other parents nominating them; nominations should be placed only with the consent of the nominee;
- Provide proportionate representation to parents in all program options and settings. If agencies operate programs serving different geographical regions or ethnic groups, to adopt policies to ensure that all groups being served will have an equal opportunity to serve on policy groups; and
- Consider using Parent Committees to facilitate the process of nominating and electing parents to the Policy Council or Policy Committee.

Parents are involved in every step of the process for selecting community representatives. Parents may be involved, for example, in discussions of the issues of interest and the types of community representatives needed in the coming year, as well as in developing methods for soliciting and screening potential candidates.

When nominating parent members or selecting community representatives to policy groups, consider:

- The willingness and ability of the potential members to contribute time and effort to the program and to serve as mentors and role models, as well as resource persons;
- The diversity of the group of individuals nominated, with consideration being given to the programs or program options in which the children of nominees are enrolled;
- The agency's goals and the information generated by the Community Assessment; and
- The desirability of having representation from the governing body to the policy group, in order to improve communication between the two groups.

Performance Standard 1304.50(b)(1) — (b)(7) (continued...)

(3) Community representatives must be drawn from the local community: businesses; public or private community, civic, and professional organizations; and others who are familiar with resources and services for low-income children and families, including, for example, the parents of formerly enrolled children.

(4) All parent members of Policy Councils or Policy Committees must stand for election or re-election annually. All community representatives also must be selected annually.

(5) Policy Councils and Policy Committees must limit the number of one-year terms any individual may serve on either body to a combined total of three terms.

(6) No grantee or delegate agency staff (or members of their immediate families) may serve on Policy Councils or Policy Committees except parents who occasionally substitute for regular Early Head Start or Head Start staff. In the case of Tribal grantees, this exclusion applies only to Tribal staff who work in areas directly related to or which directly impact upon any Early Head Start or Head Start administrative, fiscal or programmatic issues.

(coninued, next page...)

Agencies and policy groups establish procedures for monitoring the three-year limit for both parents and community representatives. Agencies also develop volunteer opportunities that allow former policy group members to use their skills and experience to support program activities and operations. If agencies view and present the opportunity of serving on policy groups as a time to learn new skills and to gain self-confidence in a supportive environment, parents will understand the value of leaving a policy group after a few years, and of moving into other leadership roles in school organizations and in the larger community.

Personnel policies and bylaws address potential conflicts of interest between agency employment and membership on a Policy Council or Policy Committee. For example, agencies may consider developing policies that define "occasional substitute" and that determine at what point in the hiring process a candidate for a Head Start position must resign his or her membership from a policy group, that is, upon application or upon hiring.

Hidalgo County Head Start Program

P.O. Box 0117 Edinburg, Texas 78540-0117 (956) 383-0706

2013-2014 Community Representatives

Appointed By	Community Representative	Number of Years Served
Ramon Garcia, County Judge	Jesse Vela	(3) 2011-2012 2012-2013 2013-2014
A.C. Cuellar, Jr. Commissioner, Pct. 1	Eva Watts	(1) **2013-2014** (09.13)
Hector "Tito" Palacios Commissioner, Pct. 2	Pete Garcia	(1) **2013-2014** (11.13)
Joe M. Flores Commissioner, Pct. 3	Rebecca Villarreal	(1) **2013-2014** (09.13)
Joseph Palacios Commissioner, Pct. 4	Judith Flores-Saldivar	(3) 2011-2012 2012-2013 2013-2014

AI-46840 **WIC 19. A.**

CC - REGULAR

Meeting Date: 10/14/2014

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

Department: WIC

Information

CAPTION

WIC (1292):

Requesting approval to process payment to the City of Roma in the amount of $200.00, for the deposit of the commercial water account for the Roma WIC Clinic, 2891 E. Grant, Roma Texas, with the authority for County Treasurer to issue check after review and processing procedures are completed by County Auditor.

BACKGROUND

Requirement Notice:

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 4.1292.441.00.350.001.5.411

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

BUDGETARY IMPACT:

Funding available through Req# 264845.

Attachments

Notice of City of Roma

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/09/2014 09:57 AM
Glinda Pacheco	Glinda Pacheco	10/09/2014 04:17 PM
Auditor's Office	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Margarita Gonzalez Started On: 10/06/2014 02:41 PM

Final Approval Date: 10/10/2014

10-2-14

If you are going to rent a commercial building, house or an apartment the requirements to open water or gas for are the following:

1.) Meter Number

2.) Contract, Lease or Rent Receipt

3.) 2 Forms of Identification (U.S.A)

4.) Mailing Address

5.) The following Deposit is required for residential:
$ 100.00 Dollars for Water
$ 100.00 Dollars for Gas

The following Deposit is required for commercial:
$ 200.00 Dollars for Water
$ 100.00 Dollars for Gas

The following fee will apply:
$ 15.00 Dollars inside city limits
$ 25.00 Dollars outside city limits

6.) You need to come in person to sign the Water/Gas contract between:
8:00 am ---12:00 pm or 1:00 pm to 4:00 pm

AI-46687 **Planning Department 20. A.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: Raul E. Sesin, P.E. **Submitted By:** Nora Cavazos, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Reimbursement of Financial Guarantee
a. Flamingo Ranches Subdivision – Pct. 4 (BIC Development Corp.)
b. Palace Station Ph. 2 Subdivision – Pct. 4 (Garco, Ltd)
c. Falcon's Nest Phase I Subdivision – Pct. 1 (Garco, Ltd)
d. Bally's Estates Subdivision – Pct. 4 (Garco, Ltd.)
e. MGM Grand Ranches Phase I Subdivision – Pct. 4 (Garco, Ltd)
f. Haddonfield Subdivision No. 2 – Pct. 4 (BIC Investments)
g. Mirage Ranches Subdivision – Pct. 4 (BIC Development Corp.)
h. Aria Ranches Subdivision – Pct. 4 (GR Inversions, LLC)
i. Sendero Trails No. 2 Subdivision – Pct. 4 (Megaware Corp)
j. Vista Ridge Acres No. 1 Subdivision – Pct. 4 (J & DMC Properties, LLC)

BACKGROUND

Attachments

Flamingo Ranches; reimburse
Palace Station 2; reimburse
Falcons Nest Ph I
Ballys Estates; reimburse
MGM Grand Ranches 3; reimburse
Haddonfield Ph 2; reimburse
Mirage Ranches; reimburse
Aria Ranches; reimburse
Sendero Trails 2; reimburse
Vista Ridge Acres1; reimburse

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	09/24/2014 03:43 PM
Glinda Pacheco	Glinda Pacheco	10/03/2014 04:35 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Nora Cavazos Started On: 09/24/2014 02:44 PM

Final Approval Date: 10/10/2014

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: SEPTEMBER 24, 2014

RE: FLAMINGO RANCHES SUBDIVISION – PCT. 4

ON AUGUST 22, 2011, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. A CASH DEPOSIT IN THE AMOUNT OF $52,500.00 WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF THIRTY FIVE (35) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF FOUR THOUSAND FIVE HUNDRED DOLLARS ($3,000.00). THIS REFLECTS THE INSTALLATION OF TWO (2) ADDITIONAL SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM THE HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT THIRTY ONE (31) OUT OF THIRTY FIVE (35) SEPTIC TANKS HAVE BEEN INSTALLED AND CAN BE EXPECTED TO FUNCTION PROPERLY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $3,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$ 52,500.00
1ST REIMBURSEMENT	$ 39,000.00
2ND REIMBURSEMENT	$ 4,500.00
3RD REIMBURSEMENT	$ 3,000.00
BALANCE	$ 6,000.00

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Date Aug. 11 20 11

Received of: BIC Development Corp. $52,500.00

Fifty two thousand five hundred and 00/100 Dollars

Subdivision: Flamingo Ranches

Cash _____ Check # 1033 M.O. # _____

Received by: _____

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	
○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-003-0-000	
Filing/Review Fee	
2% Inpsection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
○ ESCROW	
Acct # - 1100-341-30-210-003-0-000	
1/3 Paving	
Septic Tank -	52,500.00
Other	
TOTAL	52,500.00

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 64969 - 2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK WITH PADLOCK SECURITY ICON.

1033

BIC DEVELOPMENT CORP
3910 W. Freddy Gonzalez Dr.
Edinburg, TX 78539
Office: 956-383-6295 381-0480
Fax: 956-381-1176

First National Bank
P.O. Box 810
Edinburg, TX 78540-0810
Customer Service 956-380-8530
88-2141/1149

7/27/2011

PAY TO THE ORDER OF HIDALGO COUNTY **52,500.00

Fifty-Two Thousand Five Hundred and 00/100********** DOLLARS

Security features included. Details on back.

HIDALGO COUNTY

FLAMINGO RANCHES - SEPTIC TANK ESCROW
MEMO

AUTHORIZED SIGNATURE

⑈001033⑈ ⑆114921415⑆ ⑈0114002014⑈

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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Fax (956) 318-2844

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Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HEALTH DEPARTMENT
COUNTY OF HIDALGO

September 24, 2014

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE: FLAMINGO RANCHES SUBDIVISION

Dear Mr. Sesin:

According to our records, 31 of 35 lots in **FLAMINGO RANCHES SUBDIVISION** have a septic tank systems installed and can be expected to function properly,**FLAMINGO RANCHES SUBDIVISION** is located on FM 2812 Rd. and Doolittle Rd. Edinburg, Tx.

Sincerely,

Ruben Hernandez
Environmental Health
Health Inspector II

1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
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Edinburg, Texas 78542
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2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: SEPTEMBER 24, 2014

RE: PALACE STATION PHASE 2 SUBDIVISION – PCT. 4

ON DECEMBER 19, 2006, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF THIRTY EIGHT (38) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $1,000.00 DOLLARS FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF ONE (1) ADDITIONAL SEPTIC TANK SYSTEM. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT THIRTY ONE (31) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $1,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$38,000.00
REIMBURSEMENTS	$30,000.00
6th REIMBURSEMENT	$ 1,000.00
BALANCE REMAINING	$ 7,000.00

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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Edinburg, Texas 78542
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Fax (956) 318-2844

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Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Nº 056804

Official Receipt for Fees

Dec. 13, 2006

RECEIVED OF: Garco, Ltd. $38,000.00

Thirty eight thousand and 00/100 DOLLARS

SUBDIVISION: Palace Station 2 DEVELOPER

COST OF PAVING COST OF DRAINAGE PCT.

FLOODPLAIN ADM. 1100-341-30-210-002-0-000		
Other		
Total		

SUBDIVISION FEES 1100-341-30-210-001-0-000		
Filing/Review Fee		
2% Inspection Fee		
Maps		
Subd. Rules Book		
Other		
Total		

ESCROWS	
1/3 Paving	Acct#
Septic Tanks	-1100-211-00-000-018-0-000
38 tanks	38,000.00
Other	
Total	38,000.00

M.O. ☐ ☐

CHECK ☒ 006251 CASH ☐

Lola D. Campos
PREPARED BY:

Auditor's Form - ECPD 0001, Rev. 6-04

ORIGINAL CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER AND HAS MICRO PRINTING IN THE SIGNATURE LINE

GARCO, LTD.
3910 W. Freddy Gonzalez Dr.
Edinburg, Texas 78539

First National Bank
Member FDIC
Customer Service (956) 380-8530
P.O. Box 610 Edinburg, TX 78540-0610

80-2141
1149

006251

12/12/2006

PAY TO THE ORDER OF COUNTY OF HIDALGO $ **38,000.00

Thirty-Eight Thousand and 00/100********** DOLLARS

COUNTY OF HIDALGO

MEMO PALACE STATION

⑈006251⑈ ⑆114921415⑆ ⑈0140003924⑈

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
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Phone (956) 205-7045
Fax (956) 205-7049

HEALTH DEPARTMENT
COUNTY OF HIDALGO

September 24, 2014

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE: PALACE STATION PH-2 SUBDIVISION

Dear Mr. Sesin:

According to our records,**31** of **38** lots in **PALACE STATION PH-2 SUBDIVISION** have a septic tank systems installed and can be expected to function properly,**PALACE STATION PH-2 SUBDIVISION** is located on Tower Rd. and Canton Rd. Edinburg, Tx.

Sincerely,

Ruben Hernandez
Health Inspector II

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
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Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONERS' COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: SEPTEMBER 24, 2014

RE: FALCON'S NEST PHASE I SUBDIVISION NO. 1 – PCT. 4

ON NOVEMBER 14, 2006, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A LETTER OF CREDIT TO SECURE THE INSTALLATION OF TWENTY FOUR (24) SEPTIC TANK SYSTEMS FOR THE ABOVE REFERENCED SUBDIVISION. ON FEBRUARY 27, 2012 THE DEVELOPER REPLACED THE ORIGINAL LETTER OF CREDIT WITH A CASH DEPOSIT IN THE AMOUNT OF NINE THOUSAND DOLLARS TO SECURE THE INSTALLATION OF THE REMAINING NINE (9) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF ONE THOUSAND DOLLARS ($1,000.00). THIS REFLECTS THE INSTALLATION OF ONE (1) ADDITIONAL SEPTIC TANK SYSTEM. ATTACHED IS A LETTER FROM THE HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT EIGHTEEN (18) OUT OF TWENTY FOUR (24) SEPTIC TANKS HAVE BEEN INSTALLED AND CAN BE EXPECTED TO FUNCTION PROPERLY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $1,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

REPLACEMENT AMOUNT	$ 9,000.00
1ST REIMBURSEMENT	$ 2,000.00
2ND REIMBURSEMENT	$ 1,000.00
BALANCE	$ 6,000.00

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
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Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Date Feb. 27 2012

Received of: Garco, Ltd. $ 9,000.00

Nine thousand and 00/100 Dollars

Subdivision: Falcon's Nest

Cash _____ Check # 001182 M.O. # _____

Received by: Raul. Castillo

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	
○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-003-0-000	
Filing/Review Fee	
2% Inpsection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
○ ESCROW	
Acct # - 1100-341-30-210-003-0-000	
1/3 Paving	
Septic Tank - 9	9,000.00
Other	
TOTAL	9,000.00

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 66039 - 2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

ORIGINAL CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER AND HAS MICRO PRINTING IN THE SIGNATURE LINE

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3910 W. Freddy Gonzalez Dr.
Edinburg, Texas 78539

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1-800-580-0322 ext. 2444
88-1168/1149

001182

2/22/2012

PAY TO THE ORDER OF HIDALGO COUNTY $ **9,000.00

Nine Thousand and 00/100********** DOLLARS

HIDALGO COUNTY

MEMO FALCON'S NEST SEPTIC TANK ESCROW

⑈001182⑈ ⑆114911687⑆ 710 13539⑈

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

HEALTH DEPARTMENT
COUNTY OF HIDALGO

September 24, 2014

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE: FALCON'S NEST SUBDIVISION

Dear Mr. Sesin:

According to our records, **18** of **24** lots in **FALCON'S NEST SUBDIVISION** have a septic tank systems installed and can be expected to function properly,**FALCON'S NEST SUBDIVISION** is located on FM 2812 and Kenyon Rd. Alamo, Tx.

Sincerely,

Ruben Hernandez
Health Inspector II

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
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Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONERS' COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: SEPTEMBER 24, 2014

RE: BALLY'S ESTATES SUBDIVISION – PCT. 4

ON NOVEMBER 30, 2004, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A LETTER OF CREDIT FOR THE INSTALLATION OF SEVENTY FIVE SEPTIC TANKS FOR THE ABOVE REFERENCED SUBDIVISION. ON FEBRUARY 27, 2012, THE DEVELOPER REPLACED THE ORIGINAL LETTER OF CREDIT WITH A CASH DEPOSIT IN THE AMOUNT OF ELEVEN THOUSAND DOLLARS ($11,000.00) TO SECURE THE INSTALLATION OF THE REMAINING ELEVEN (11) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF ONE THOUSAND DOLLARS ($1,000.00). THIS REFLECTS THE INSTALLATION OF ONE (1) ADDITIONAL SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM THE HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT SIXTY SEVEN (67) OUT OF SEVENTY FIVE (75) SEPTIC TANKS HAVE BEEN INSTALLED AND CAN BE EXPECTED TO FUNCTION PROPERLY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $1,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT ($1,000.00)

REPLACEMENT AMOUNT	$ 11,000.00
1ST REIMBURSEMENT	$ 2,000.00
2ND REIMBURSEMENT	$ 1,000.00
BALANCE	$ 8,000.00

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
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Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Date Feb. 27 20 12

Received of: [illegible] $1,000.00

[illegible] Dollars

Subdivision: [illegible]

Cash ___ Check # 081181 M.O. # ___

Received by: [illegible]

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
№ 66038 - 2/4

UTILITY CERTIFICATE REVIEW FEE	
Permit No.	
TOTAL	
SUBDIVISION FEES	
Filing/Review Fee	
2% Inspection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
ESCROW	
Fiscal # - 1100 341 30 210 003-0-000	
1/3 Paving	
Septic Tank - 11	11,000.00
Other	
TOTAL	11,000

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM No. [illegible]

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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Edinburg, Texas 78542
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HEALTH DEPARTMENT
COUNTY OF HIDALGO

September 24,2014

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE: Bally's Est.Sub.

Dear Mr. Sesin:

According to our records, **67** of **75** lots in **Bally's Est. Sub.** have a septic tank systems installed and can be expected to function properly,**Bally's Est. Sub.** is located on Canton Rd. and Tower Rd. Alamo, Tx.

Sincerely,

Ruben Hernandez
Environmental Health
Health Inspector II

1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
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Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: SEPTEMBER 24, 2014

RE: MGM GRAND RANCHES PHASE 3 SUBDIVISION – PCT. 4

ON SEPTEMBER 13, 2005, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. ON SEPTEMBER 11, 2013 THE DEVELOPER REPLACED THE ORIGINAL LETTER OF CREDIT WITH A CASH DEPOSIT IN THE AMOUNT OF NINE THOUSAND THREE HUNDRED FIFTY DOLLARS ($9,350.00) TO SECURE THE INSTALLATION OF THE REMAINING ELEVEN (11) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF EIGHT HUNDRED FIFTY ($850.00). THIS REFLECTS THE INSTALLATION OF ONE (1) ADDITIONAL SEPTIC TANK SYSTEM. ATTACHED IS A LETTER FROM THE HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT THIRTY TWO (32) OUT OF FORTY TWO (42) SEPTIC TANKS HAVE BEEN INSTALLED AND CAN BE EXPECTED TO FUNCTION PROPERLY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $850.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$ 9,350.00
1ST REIMBURSEMENT	$ 850.00
BALANCE	$ 8,500.00

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
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Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Date Sept. 11 20 13

Received of: Garco, Ltd. $9350.00

Nine thousand three hundred fifty and 00/100 Dollars

Subdivision: MGM Grand Ranches Ph. 3

Cash — Check # 002041 M.O. # —

Received by: Raul E. Sesin

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	
○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-003-0-000	
Filing/Review Fee	
2% Inpsection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
○ ESCROW	
Acct # - 1100-341-30-210-003-0-000	
1/3 Paving	
Septic Tank -	9350.00
Other	
TOTAL	9350.00

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 68877 - 2/4

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COUNTY AUDITOR'S FORM RE-PD-0001

ORIGINAL CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER AND HAS MICRO PRINTING IN THE SIGNATURE LINE

GARCO, LTD.
3910 W. Freddy Gonzalez Dr.
Edinburg, Texas 78539

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1-800-880-0322 ext. 2444

002041

9/4/2013

PAY TO THE ORDER OF HIDALGO COUNTY $ **9,350.00

Nine Thousand Three Hundred Fifty and 00/100********** DOLLARS

HIDALGO COUNTY

MEMO MGM GRAND III SEPTIC TANK ESCROW

⑈002041⑈ ⑆114911687⑆ 710 13539⑈

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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Fax (956) 205-7049

HEALTH DEPARTMENT
COUNTY OF HIDALGO

September 24, 2014

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE:MGM GRAND RANCHES PH - 3

Dear Mr. Sesin:

According to our records, **32** of **42** lots in **MGM GRAND RANCHES PH-3** have a septic tank systems installed and can be expected to function properly, **MGM GRAND RANCHES PH-3** is located on Alamo Rd. and Curry Rd. Edinburg , Tx.

Sincerely,

Ruben Hernandez
Health Inspector II

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
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Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
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Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: SEPTEMBER 24, 2014

RE: HADDONFIELD SUBDIVISION PHASE 2 – PCT. 4

ON OCTOBER 14, 2003, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE TO SECURE THE INSTALLATION OF SIXTEEN (16) SEPTIC TANK SYSTEMS FOR THE ABOVE REFERENCED SUBDIVISION. ON JULY 13, 2011 THE DEVELOPER REPLACED THE ORIGINAL LETTER OF CREDIT WITH A CASH DEPOSIT IN THE AMOUNT OF EIGHT THOUSAND DOLLARS TO SECURE THE INSTALLATION OF THE REMAINING EIGHT (8) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF FIVE THOUSAND DOLLARS ($5,000.00). THIS REFLECTS THE INSTALLATION OF FIVE (5) ADDITIONAL SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM THE HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT FOURTEEN (14) OUT OF SIXTEEN (16) SEPTIC TANKS HAVE BEEN INSTALLED AND CAN BE EXPECTED TO FUNCTION PROPERLY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $5,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

REPLACEMENT AMOUNT	$ 8,000.00
1ST REIMBURSEMENT	$ 1,000.00
2ND REIMBURSEMENT	$ 5,000.00
BALANCE	$ 2,000.00

Hidalgo County Planning Department

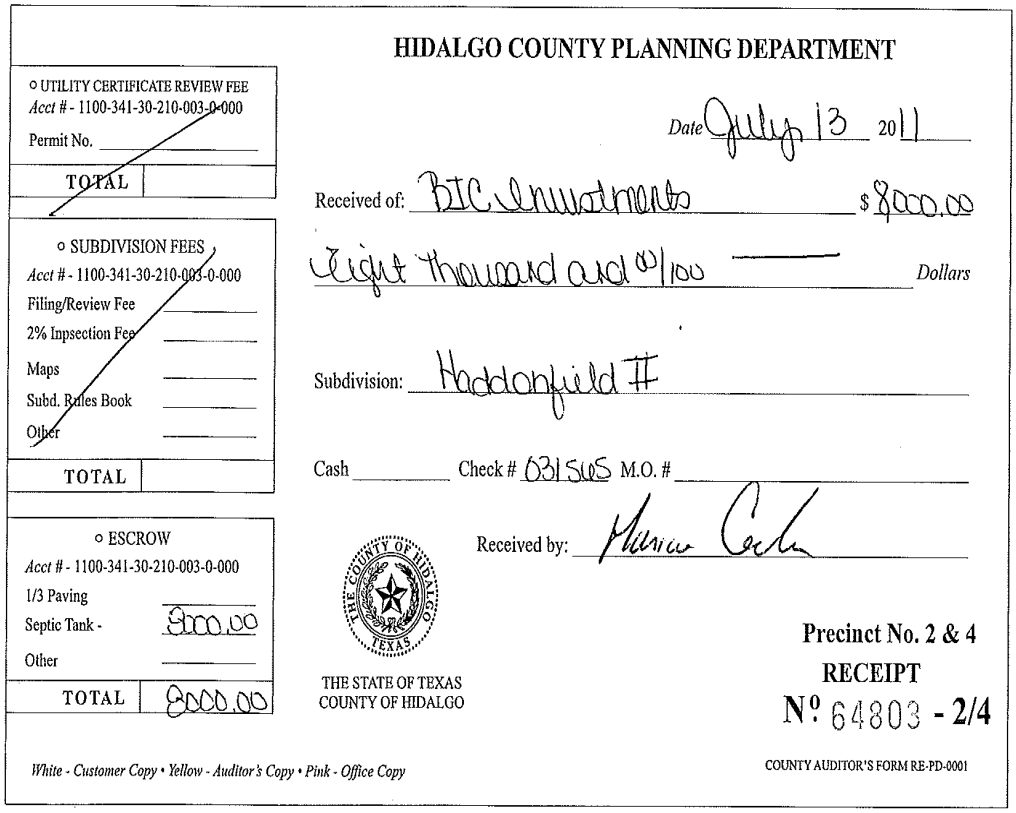
Raul E. Sesin, PE, CFM
Planning Administrator

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Edinburg, Texas 78542
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Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049



HIDALGO COUNTY PLANNING DEPARTMENT

Date July 13 2011

Received of: BIC Investments $ 8000.00

Eight thousand and 00/100 Dollars

Subdivision: Haddonfield #

Cash _____ Check # 031505 M.O. # _____

Received by: Marisa Cantu

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 64803 - 2/4

○ UTILITY CERTIFICATE REVIEW FEE *Acct #* - 1100-341-30-210-003-0-000 Permit No.	
TOTAL	
○ SUBDIVISION FEES *Acct #* - 1100-341-30-210-003-0-000 Filing/Review Fee 2% Inpsection Fee Maps Subd. Rules Book Other	
TOTAL	
○ ESCROW *Acct #* - 1100-341-30-210-003-0-000 1/3 Paving Septic Tank - 8000.00 Other	
TOTAL	8000.00

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COUNTY AUDITOR'S FORM RE-PD-0001

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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Edinburg, Texas 78542
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Mission, Texas 78572
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Fax (956) 205-7049

HEALTH DEPARTMENT
COUNTY OF HIDALGO

SEPTEMBER 24th, 2014

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE: HADDONFIELD SUBDIVISION # 2

Dear Mr. Sesin:

According to our records, **14** of **16** lot in **HADDONFIELD SUBDIVISION # 2** have a septic tank systems installed and can be expected to function properly, **HADDONFIELD SUBDIVISION # 2** is located on Gwin and Pinkston Rd in Edinburg Tx.

Sincerely,

Ruben Hernandez
Environmental Health
Health Inspector II

Hidalgo County
Planning
Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
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Edinburg, Texas 78542
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2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

MEMORANDUM

To: **JUDGE RAMON GARCIA**
COUNTY COMMISSIONER'S COURT

From: **RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR**

Date: **SEPTEMBER 24, 2014**

Re: **MIRAGE RANCHES SUBDIVISION – PCT. 4**

ON DECEMBER 03, 2013, THE HIDALGO COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT IN THE AMOUNT OF THIRTY SIX THOUSAND DOLLARS ($36,000.00) WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF TWENTY FOUR (24) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $10,500.00 FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF SEVEN (7) SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT SEVEN (7) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $10,500.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$36,000.00
1ST REIMBURSEMENT	$10,500.00
BALANCE REMAINING	$25,500.00

*** * * END OF MEMORANDUM * * ***

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
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Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Date NOV. 6 20 13

Received of: BIC Development Corp. $ 36,000.00

Thirty six thousand and 00/100 Dollars

Subdivision: Mirage Ranches

Cash _____ Check # 1497 M.O. # _____

Received by: Yla Castillo

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	
○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-003-0-000	
Filing/Review Fee	
2% Inpsection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
○ ESCROW	
Acct # - 1100-341-30-210-003-0-000	
1/3 Paving	
Septic Tank - (24)	36,000.00
Other	
TOTAL	36,000.00

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 69101 - 2/4

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COUNTY AUDITOR'S FORM RE-PD-0001

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK WITH PADLOCK SECURITY ICON.

BIC DEVELOPMENT CORP TXDL# 14344449
3910 W. Freddy Gonzalez Dr.
Edinburg, TX 78539
Office: 956-383-6295
Fax: 956-381-1176 (956) 381-6480.

First National Bank
P.O. Box 810
Edinburg, TX 78540-0810
Customer Service 956-380-8530
88-2141/1149

1497

10/30/2013

PAY TO THE ORDER OF HIDALGO COUNTY $ **36,000.00

Thirty-Six Thousand and 00/100********** DOLLARS

Security features included. Details on back.

HIDALGO COUNTY

AUTHORIZED SIGNATURE

MEMO MIRAGE RANCHES - SEPTIC TANK ESCROW

⑈001497⑈ ⑆114921415⑆ ⑈0140020144⑈

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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Fax (956) 205-7049

HEALTH DEPARTMENT
COUNTY OF HIDALGO

SEPTEMBER 24th, 2014

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE: MIRAGE RANCHES SUBDIVISION

Dear Mr. Sesin:

According to our records,**7** of **24** lots in **MIRAGE RANCHES SUBDIVISION** have a septic tank systems installed and can be expected to function properly, **MIRAGE RANCHES SUBDIVISION** is located on Curry Rd and Valverde Rd in Edinburg Tx.

Sincerely,

Ruben Hernandez
Environmental Health
Health Inspector II

1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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Fax (956) 205-7049

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: SEPTEMBER 24, 2014

RE: ARIA RANCHES SUBDIVISION – PCT. 4

ON JULY 1, 2014, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE TO SECURE THE INSTALLATION OF THIRTY SEVEN (37) SEPTIC TANK SYSTEMS FOR THE ABOVE REFERENCED SUBDIVISION.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF FOUR THOUSAND FIVE HUNDRED DOLLARS ($4,500.00). THIS REFLECTS THE INSTALLATION OF THREE (3) SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM THE HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT THREE (3) OUT OF THIRTY SEVEN (37) SEPTIC TANKS HAVE BEEN INSTALLED AND CAN BE EXPECTED TO FUNCTION PROPERLY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $4,500.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

REPLACEMENT AMOUNT	$55,500.00
1ST REIMBURSEMENT	$ 4,500.00
BALANCE	$51,000.00

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Date June 6 20 14

Received of: GR Inversiones, LLC $ 55,500.00

Fifty five thousand five hundred 00/100 Dollars

Subdivision: Aria Ranches

Cash _____ Check # 20161 M.O. # _____

Received by: Yolanda Castillo

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	
○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-003-0-000	
Filing/Review Fee	
2% Inpsection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
○ ESCROW	
Acct # - 1100-341-30-210-003-0-000	
1/3 Paving	
Septic Tank - 37 lots	55,500.00
Other	
TOTAL	55,500.00

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 70141 - 2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND ORIGINAL DOCUMENT. SECURITY SCREEN ON BACK WITH PADLOCK SECURITY ICON.

GR Inversiones LLC
3910 W. Freddy Gonzalez Dr.
Edinburg, Texas 78539
956-383-6295

TXDL# 14344449
(956) 381-6480

Frost National Bank
McAllen,Texas
30-9/1140

20161

5/30/2014

PAY TO THE ORDER OF HIDALGO COUNTY $ **55,500.00

Fifty-Five Thousand Five Hundred and 00/100********** DOLLARS

Security features included Details on back

HIDALGO COUNTY

MEMO ARIA RANCHES - SEPTIC TANK ESCROW

AUTHORIZED SIGNATURE

⑈020161⑈ ⑆114000093⑆ 800355976⑈

Hidalgo County Planning Department

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HEALTH DEPARTMENT
COUNTY OF HIDALGO

SEPTEMBER 24th, 2014

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE: ARIA RANCHES SUBDIVISION

Dear Mr. Sesin:

According to our records, **3** of **37** lots in **ARIA RANCHES SUBDIVISION** have a septic tank systems installed and can be expected to function properly, **ARIA RANCHES SUBDIVISION** is located on Canton Rd. and Alamo Rd in Edinburg Tx.

Sincerely,

Ruben Hernandez
Environmental Health
Health Inspector II

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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Mission, Texas 78572
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Fax (956) 205-7049

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: SEPTEMBER 24, 2014

RE: SENDERO TRAILS PHASE 2 SUBDIVISION – PCT. 4

ON FEBRUARY 28, 2006, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH A CASH DEPOSIT FOR THE ABOVE REFERENCED SUBDIVISION. THE CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF TWENTY TWO (22) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF $1,000.00 DOLLARS FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF ONE (1) ADDITIONAL SEPTIC TANK SYSTEM. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT FOUR (4) SEPTIC TANKS HAVE BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $1,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$ 22,000.00
1ST REIMBURSEMENT	$ 1,000.00
2ND REIMBURSEMENT	$ 1,000.00
3rd REIMBURSEMENT	$ 1,000.00
4th REIMBURSEMENT	$ 1,000.00
BALANCE REMAINING	$ 18,000.00

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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Edinburg, Texas 78542
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2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Official Receipt for Fees

Nº 055645

January 15, 2006

RECEIVED OF: Megaware Corp $ 22,000.00

Twenty two thousand and 00/100 DOLLARS

SUBDIVISION: Sendero Verde Ph 2 DEVELOPER

COST OF PAVING COST OF DRAINAGE PCT.

FLOODPLAIN ADM. 1100-341-30-210-002-0-000		
Other		
Total		

SUBDIVISION FEES 1100-341-30-210-001-0-000		
Filing/Review Fee		
2% Inspection Fee		
Maps		
Subd. Rules Book		
Other		
Total		

ESCROWS	
1/3 Paving	Acct#
Septic Tanks	22-1100-211-00-000-018-0-000
22 septics	22,000.00
Other	
Total	22,000.00

M.O. ☐ ☐

CHECK ☑ 1314 CASH ☐

Nora D. Cavazos
PREPARED BY:

Auditor's Form – ECPD 0001: Rev. 6-04

MEGAWARE CORP
2501 W MILITARY HWY STE F-8
MCALLEN, TX 78503-8955

1314

DATE JAN. 9, 2006

88-1161/1149
03

PAY TO THE ORDER OF HIDALGO COUNTY $ *22,000.00

*** TWENTY TWO THOUSAND AND 00/100 ********** DOLLARS

McALLEN NATIONAL BANK
MEMBER FDIC
5201 N. 23rd
P.O. Box 5555
McAllen, Texas 78504
956-682-2265

Sendero Verde Subd. Ph II

FOR ESCROW OF SEPTIC TANKS FOR EACH LOT ($1,000/Lot)

⑈001314⑈ ⑆114911616⑆ ⑈00 2204 7⑈

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

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Phone (956) 205-7045
Fax (956) 205-7049

HEALTH DEPARTMENT
COUNTY OF HIDALGO

September 24th,2014

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE: SENDERO TRAILS #2 S/D

Dear Mr. Sesin:

According to our records, 4 out of **22** lots in **SENDERO TRAILS #2 S/D** have a septic tank systems installed and can be expected to function properly, **SENDERO TRAILS #2 S/D** is located on **FM 490** 1 Mi. W. of Hwy 281,in Edinburg Tx.

Sincerely,

Ruben Hernandez
Environmental Health Inspector II

1304 S. 25th Edinburg, TX 78539 (956) 383-6221 Fax (956) 383-8864

Hidalgo County Planning Department

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
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Pharr, Texas 78577
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Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
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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

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: SEPTEMBER 24, 2014

RE: VISTA RIDGE ACRES NO. 1 SUBDIVISION PHASE 2 – PCT. 4

ON JULY 28, 2009, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE TO SECURE THE INSTALLATION OF FIFTY (50) SEPTIC TANK SYSTEMS FOR THE ABOVE REFERENCED SUBDIVISION. ON JUNE 27, 2014 THE DEVELOPER REPLACED THE ORIGINAL LETTER OF CREDIT WITH A CASH DEPOSIT IN THE AMOUNT OF ELEVEN THOUSAND DOLLARS TO SECURE THE INSTALLATION OF THE REMAINING ELEVEN (11) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF FIVE THOUSAND DOLLARS ($6,000.00). THIS REFLECTS THE INSTALLATION OF SIX (6) ADDITIONAL SEPTIC TANK SYSTEMS. ATTACHED IS A LETTER FROM THE HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT FORTY FIVE (45) OUT OF FIFTY (50) SEPTIC TANKS HAVE BEEN INSTALLED AND CAN BE EXPECTED TO FUNCTION PROPERLY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $6,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

REPLACEMENT AMOUNT	$11,000.00
1ST REIMBURSEMENT	$ 6,000.00
BALANCE	$ 5,000.00

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
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Mission, Texas 78572
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Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Date June 27 2014

Received of: J & DMC Properties, LLC $11,000.00

Eleven thousand and 00/100 Dollars

Subdivision: Vista Ridge Acres Ph. 1

Cash _____ Check # 1010 M.O. # _____

Received by: Gloria Castillo

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	
○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-003-0-000	
Filing/Review Fee	
2% Inpsection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
○ ESCROW	
Acct # - 1100-341-30-210-003-0-000	
1/3 Paving	
Septic Tank - 11	11,000.00
Other	
TOTAL	11,000.00

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 70281 - 2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

TAX # 07075544

J&DMC PROPERTIES, LLC
2614 W FREDDY GONZALEZ DR
EDINBURG, TX 78539
PH. 956-318-0956 (956) 232-1168

FIRST COMMUNITY BANK
1151 W. HIGHWAY 77
SAN BENITO, TX 78586

1010
88-828/1149
09

6/27/2014

PAY TO THE ORDER OF Hidalgo County

$ **11,000.00

Eleven Thousand and 00/100**********

DOLLARS

Hidalgo County

MEMO Vista Ridge Acres- 11 Septic Tanks

AUTHORIZED SIGNATURE

Details on Back. Security Features Included

⑈001010⑈ ⑆114908289⑆ ⑈0000072524⑈

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
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2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HEALTH DEPARTMENT
COUNTY OF HIDALGO

September 24th,2014

Hidalgo County Planning Department
Mr. Raul E. Sesin
1304 S. 25th St.
Edinburg, TX 78539

RE: VISTA RIDGE ACRES SUBDIVISION PH -1

Dear Mr. Sesin:

According to our records, **45** of **50** lots in **VISTA RIDGE ACRES SUBDIVISION PH-1** have a septic tank systems installed and can be expected to function properly, **VISTA RIDGE ACRES SUBDIVISION PH-1** is located on FM 88 and Mile 19. Elsa , Tx.

Sincerely,

Ruben Hernandez
Environmental Health
Health Inspector II

AI-46811 **Precinct #1 21. A.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Proclamation declaring October 13-17, 2014 as Rudy Silva Safe Zone Initiative Week

BACKGROUND

Attachments

Proclamation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/02/2014 02:25 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Monica Badillo Started On: 10/02/2014 01:09 PM

Final Approval Date: 10/10/2014

PROCLAMATION DECLARING OCTOBER 13-17, 2014 AS RUDY SILVA SAFE ZONE INITIATIVE WEEK

WHEREAS, in the interest of safety and the protection of the lives of the Rudy Silva children, the Rodolfo "Rudy" Silva, Jr., Elementary School Community, has designated October 13 – 17, 2014 as the Rudy Silva Safe Zone Initiative Week as an initiative to continue the school term safely; and

WHEREAS, it is the duty and responsibility of the citizens of the City of Weslaco, Texas and all the residents of Hidalgo County, to take an interest in this worthy program and observe the rules and regulations at all times promulgated in the interest of safety in all school zones.

WHEREAS, the City of Weslaco urges that all those who drive or walk be cautious and heedful of dangers to the lives of our children in school zones and throughout the city; and

WHEREAS, it is urged that all citizens observe such rules and regulations in order that said school term may stand as an example of a casualty free period to guide the way to the curbing of needless deaths and injuries to our children of school age.

NOW, THEREFORE BE IT RESOLVED, that the Hidalgo County Commissioners Court hereby proclaims the week of October 13-17, 2014 as Rudy Silva Safe Zone Initiative Week in Hidalgo County.

Approved this 14th day of October, 2014.

_____
RAMON GARCIA
County Judge

_____
A.C. CUELLAR, JR.
County Commissioner, Pct. 1

_____
HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

_____
JOE M. FLORES
County Commissioner, Pct. 3

_____
JOSEPH PALACIOS
County Commissioner, Pct. 4

_____
Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-46959 **Precinct #2 22. A.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted By: Angela Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Appointment of board member to the Tropical Texas Behavioral Center Board of Trustees for a two year term, effective Oct. 14, 2014.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/10/2014 02:51 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Angela Garcia Started On: 10/10/2014 02:39 PM

Final Approval Date: 10/10/2014

AI-46887 **Precinct #2 22. B.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: Commissioner Hector Palacios Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

1. Approval of Interlocal Agreement between the City of San Juan and the County of Hidalgo, Texas, for the reconstruction/improvement of 5 roads in the City of San Juan described in Exhibit A attached.
2. In accordance with Section 791.014 of the Texas Government Code, requesting approval of the interlocal cooperation agreement project(s) to reconstruct/improve Cesar Chavez Road (from FM 495 North approx 1,280 LF), Moore Road (from "I" Road East approx 1,260 LF), Sioux Road (from "I" Rd to approx 3500 LF East of Raul Longoria Rd), El Dora Road (from"I" Rd to approximately 3500 LF east of Raul Longoria Rd., and Nolana Loop (from Raul Longoria Rd to Cesar Chavez Rd).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: Various Accounts

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

BUDGETARY IMPACT:

Funding will be placed in various accounts with a specific program number for each road project upon bid award/initiation of each project.

Note: County will invoice City of San Juan for each project; not to exceed $ 333,000 for all projects.

Attachments

Interlocal Agreement

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Erika Zamora	10/10/2014 02:53 PM
Budget & Management	Veronica Ortiz	10/10/2014 03:18 PM
Glinda Pacheco	Glinda Pacheco	10/10/2014 03:50 PM
Auditor's Office	Monica Badillo	10/10/2014 05:04 PM
Erika Zamora (Originator)	Erika Zamora	10/10/2014 05:13 PM
Auditor's Office	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Erika Zamora Started On: 10/08/2014 05:51 PM

Final Approval Date: 10/10/2014

STATE OF TEXAS §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SAN JUAN AND THE COUNTY OF HIDALGO

THIS Agreement is made on this the ____ day of _____, 2014, by and between the **CITY OF SAN JUAN, TEXAS,** hereinafter to as "San Juan" 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, San Juan is a home rule municipality located in Hidalgo County, Texas;

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

WHEREAS, San Juan and County each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their respective boundaries;

WHEREAS, San Juan and County desire to reconstruct and pave and in somes cases provide certain roadside drainage improvements consisting of re-excavation of road side ditches, installation of culverts and inlets in accordance with plans and specifications prepared by engineer Raul Sesin, P.E. portions of five (5) certain roads more particularly described on Exhibit A attached hereto (the "Roads");

WHEREAS, County has determined that County will receive benefit from the future improvement to the Roads; and

WHEREAS, San Juan and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't 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 city limits of San Juan with San Juan's consent.

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

1. Precinct No. 2 of County through independent contractor (s) or its own forces agree to provide all labor, equipment and materials for reconstruction, paving and testing of the Roads.

2. San Juan agrees to pay County within thirty (30) days following receipt of

invoice from County the amounts for each portion of the Roads denoted and described on Exhibit B attached hereto. In no event shall San Juan pay County more than the sum of Three Hundred Thirty Three Thousand and no/100ths Dollars for the reconstruction and paving of the Roads.

3. All of the Roads are located within the municipal jurisdiction of San Juan.

4. Should condemnation proceedings become necessary for acquisition of right-of-way within San Juan's corporate city limits, San Juan's staff will assume all condemnation proceedings and financial responsibility for said proceedings, including but not limited to, attorney's fees.

5. The County agrees it is in its best interest to provide such assistance to San Juan as described herein, as such Roads serve as connecting links and are integral parts of the County road system.

6. San Juan, pursuant to Tex. Trans. Code 251.012, authorizes County to perform the work and services described herein within its corporate city limits.

7. The parties agree that County will be released of any and all duties imposed by this Agreement, following completion of the work and services described in this Agreement.

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

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 San Juan 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 San Juan:	City of San Juan Attention: San Juanita Sanchez, Mayor 709 S. Nebraska San Juan, Texas 78589
If to County:	Hidalgo County, Texas Attention: Ramon Garcia, County Judge 302 W. University Dr. Edinburg, Texas 78539
With copy to:	Commissioner, Precinct No. 2 Attention: Hector Palacios, Commissioner 300 West 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.

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 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 San Juan and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of San Juan 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.

CITY OF SAN JUAN

BY: _____
San Juanita Sanchez, Mayor

ATTEST:

_____
Humberto "Bobby" Rodriguez, City Secretary

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

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 reconstruct portions of five (5) certain roads more particularly described on Exhibit A attached hereto including drainage and other appurtenances (the "Road"); through an Interlocal Cooperation Agreement to be entered into with the City of San Juan, Texas and Hidalgo County.

By vote on_____ 2014, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

EXHIBIT A

- Cesar Chavez Road Paving and Drainage Improvements - from F.M. 495 north approximately 1,280 LF

- Moore Road Paving and Drainage Improvements - from "I" Rd east approximately 1,260 LF

- Sioux Road Paving and Drainage Improvements - from "I" Rd to approximately 3500 LF east of Raul Longoria Rd. (7,580 LF total approximate project length)

- El Dora Road Paving and Drainage Improvements - from "I" Rd to approximately 3500 LF east of Raul Longoria Rd. (7,580 LF total approximate project length)

- Nolana Loop Paving and Drainage Improvements – from Raul Longoria Rd to Cesar Chavez Road (6,780 LF total approximate project length)

EXHIBIT B

- Cesar Chavez Road Paving and Drainage Improvements - $15,000.00
- Moore Road Paving and Drainage Improvements - $18,000.00
- Sioux Road Paving and Drainage Improvements - $100,000.00
- El Dora Road Paving and Drainage Improvements - $100,000.00
- Nolana Loop Paving and Drainage Improvements - $100,000.00

AI-46882 **Precinct #3 23. A.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

Approval of Interlocal Agreement between Hidalgo County and the City of Granjeno.

BACKGROUND

The Hidalgo County Health Dept. has request assistance to help resolve a potential health risk. To assist in cleaning a high grassy areas, a tract of real property located in Granjeno, TX on which there is scheduled city wide event.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

The County shall provide equipment and personnel to shred City's, public facility.

County to assist in mowing and cleaning weedy lots...

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/09/2014 10:53 AM
Manuel Chapa	Manuel Chapa	10/09/2014 04:50 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Norma Ceballos Started On: 10/08/2014 01:52 PM

Final Approval Date: 10/10/2014

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL AGREEMENT BETWEEN HIDALGO COUNTY, TEXAS AND THE CITY OF GRANJENO, TEXAS

THIS Interlocal Agreement ("Agreement") is made and entered into by between Hidalgo County, Texas ("County") and the City of Granjeno, Texas (the "City") which are political subdivisions of the State of Texas (collectively referred to as the "Parties" and individually referred to as the "Party") on the _____day of _____, 2014.

WITNESSETH:

WHEREAS, Texas Government Code, Chapter 791, the Interlocal Cooperation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties;

WHEREAS, the Hidalgo County Health Department has advised the Parties (a copy of such is attached hereto as Exhibit A) to clean a tract of real property, more particularly described in Exhibit B attached hereto located in Granjeno, Texas on which there is scheduled a city wide event;

WHEREAS, such high grassy areas attract and have attracted rodents, snakes, possums and other vermin constituting a public health concern.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follow:

1. TERM OF CONTRACT

   The term of this Agreement shall begin as of the date of the last Party's execution of this Agreement and continue for sixty (60) days unless otherwise terminated pursuant to the terms of this Agreement.

2. RESPONSIBILITIES OF COUNTY

   County in order to protect the public safety, health and welfare of the residents of the County shall provide equipment and personnel to shred City's, public facility.

3. TERMINATION

Either Party to this Agreement has the right to terminate this Agreement, for convenience and without cause, by providing written notice which must be received by the other Party no less than ten (10) calendar days prior to the termination of the Agreement.

4. MISCELLANEOUS:

4.1 SEVERABILITY. The Parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State of Texas, the Parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.

4.2 CHOICE OF LAW. This Agreement shall be governed by the laws of the State of Texas and is performable in Hidalgo County, Texas.

4.3 AMENDMENT. This Agreement may only be amended in writing if agreed upon by the Parties, and approved by the governing body of each Party.

4.4 ASSIGNMENT. Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the written consent of all Parties to this Agreement. Any attempt to assign or delegate such rights or duties shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. All other existing arrangements between County and Bluebonnet will be honored under this Agreement.

4.5 NO PERSONAL BENEFIT. No Party intends to benefit any person who is not named as a Party to this Agreement, to assume any special duty to supervise the operations of another Party, to provide for the safety of any specific person or to assume any other duty other than that imposed by general law.

4.6 NOTICE. Any notice given hereunder shall be in writing, and may be affected by personal delivery, or by registered or certified mail, return receipt requested, at the address of the respective Parties indicated below:

If to Granjeno:	City of Granjeno, Texas Attention: Yvette Cabrera 6603 S. FM 494 Granjeno, Texas 78572
If to County:	Hidalgo County, Texas Attention: Ramon Garcia, County Judge P.O. Box 758 Edinburg, Texas 78540-0758
With copy to:	Joe Flores, Commissioner, Precinct No. 3 P.O. Box 607 Mission, Texas 78573

4.7 PARAGRAPH HEADINGS. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any section thereof.

4.8 ATTORNEY FEES. In any lawsuit concerning this Agreement, the prevailing Party, shall be entitled to recover reasonable attorney's fees from the non prevailing Party, plus all out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.

4.9 GOVERNMENT IMMUNITY. The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity. Each Party shall be responsible for its own employees and the acts of its own employees.

4.10 COMPLIANCE WITH APPLICABLE LAWS. The Parties hereby agree to comply with all applicable ordinances, laws, rules regulations and lawful orders of any public authority with jurisdiction.

5.11 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 City and

County, and not otherwise.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

CITY OF GRANJENO, TEXAS

By: _____
Yvette Cabrera, Mayor

ATTEST:

_____
_____, City Secretary

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

EXHIBIT
A

PENGAD 800-631-6989

Hidalgo County
Health Department

1304 S. 25th Street • Edinburg, Texas 78539
Tel: (956) 383-6221 • Fax: (956) 383-8864

Iván Meléndez, M.D., M.B.A.
Health Authority/Chief Physician

Eduardo Olivarez
Chief Administrative Officer

MEMORANDUM

To: Commissioner Joe Flores

From: Eduardo Olivarez, Chief Administrative Officer

Date: October 2, 2014

RE: Weedy Lot

I am requesting your assistance to help resolve a potential health risk. We have been made aware that the City of Granjeno will be holding a city wide event which will involve several hundred participants. Considering our current situation involving the potential for West Nile and Dengue infections I am requesting assistance from the county to assist in mowing and cleaning weedy lots that are adjacent to the event site.

Our assessment shows that there is a large population of mosquitos therefore to discourage any potential harm to the residents your assistance in cleaning these lots would be highly recommended.

EXHIBIT

B

PENGAD 800-631-6989

AI-46918 **Precinct #4 24. A.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: Lulu, Pct. 4 **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Approval of Interlocal Cooperation Agreement between the County of Hidalgo and Edinburg CISD (to construct a public park known as Brewster Park).

2. Approval of ICA project in accordance with Texas Government Code 791.014.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

District will contribute $297,515.12 plus materials and labor as identified in Exhibit B for improvements to the park.

Attachments

legal

agree

ICA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/10/2014 02:35 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Monica Badillo Started On: 10/09/2014 03:30 PM

Final Approval Date: 10/10/2014

Zimbra **maria.lucio@co.hidalgo.tx.us**

FW: ILA BREWSTER PARK

From : Stephen L. Crain <scrain@atlashall.com> Thu, Oct 09, 2014 02:50 PM
Subject : FW: ILA BREWSTER PARK 2 attachments
To : 'Maria Lucio' <maria.lucio@co.hidalgo.tx.us>

Hi Lulu:

Attached are the revised pages 1 & 2 of the agreement. And it is approved as to form.

Thank you,
Marynel
Stephen L. Crain
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com

E-MAIL NOTICE -- This transmission may be: (1) subject to the Attorney-Client Privilege, (2) an attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you may not disclose, print, copy or disseminate this information. If you have received this in error, please reply and notify the sender (only) and delete the message. Unauthorized interception of this e-mail is a violation of federal criminal law.

This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing, and nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.

-----Original Message-----
From: Maria Lucio [mailto:maria.lucio@co.hidalgo.tx.us]
Sent: Thursday, October 09, 2014 1:43 PM
To: Steve Crain
Cc: Marcos Lopez; Jesus Ozuna
Subject: Fwd: ILA BREWSTER PARK
Importance: High

Good Afternoon Mr. Crain,

The following attachment is the Interlocal for Brewster School between Hidalgo County and Edinburg Consolidated School District. Please advise me if it is approved as to from at your earliest convenience, should you have any questions please let me know.

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: hccp4@co.hidalgo.tx.us
To: "Lulu Lucio" hidalgo.tx.us>
Sent: Thursday, October 9, 2014 1:34:10 PM
Subject: ILA BREWSTER PARK

Please open the attached document. It was scanned and sent to you using a Xerox multifunction device.

Number of Images: 9
Attachment File Type: pdf, Multi-Page

multifunction device Location: Admin Bldg. Comm. Pct 4
Device Name: Xerox Workcentre 7556

For more information contact:
Hidalgo County Comm. Pct 4

ILA BREWSTER PARK.pdf
332 KB

DOC826.PDF
551 KB

STATE OF TEXAS §
COUNTY OF HDALGO §

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

THIS Agreement is made on this the ____day of_____, 2014, by and between County of Hidalgo (hereinafter referred to as "County") and the Edinburg Consolidated School District, (hereinafter referred to as "District,") pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the County acquired from District a tract of land situated in the Hidalgo County, Texas, more fully described on Exhibit "A" attached hereto and made a part hereof for ail purposes (hereinafter collectively referred to as the "Tract");

WHEREAS, the County desires to construct a public park on the Tract to be known as the Brewster Park tentatively planned as shown on Exhibit C attached hereto (the "Park")

WHEREAS, District desires to contribute financially to the construction of the Park;

WHEREAS, County acting by and through Precinct 4 of County will be responsible for construction of improvements to the Park; and

WHEREAS, County acting by and through Precinct 4 shall through its own forces or by third party contractor (s) shall procure and install public restrooms, basketball pavilion, baseball and softball fields including but not limited to fencing, dugouts, backstops, sand, bases, bleachers, parking lot(s), walking trail and off site sewer, water and electricity connections (the "County Improvements");

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

1. District shall, at District expense, provide to County plans and specifications for public restrooms for the Park sealed by an engineer registered in the State of Texas.

2. District will contribute the sum of Two Hundred Ninety Seven Thousand Five Hundred Fifteen and twelve/100ths Dollars ($297,515.12) Dollars to County

against invoice from County for construction of improvements to the Park; and shall also contribute materials and labor identified on Exhibit B in the column titled Edinburg CISD such Exhibit B attached hereto and incorporated herein at the point of all purposes.

3. County shall construct by County's own forces or by third party contractor(s) in accordance with plans and specifications prepared by an engineer procured by County basketball pavilion, baseball and softball fields including but not limited to fencing, dugouts, backstops, sand, bases, bleachers, parking lot (s) for the Park, walking trail, and off site sewer, water and electricity connections. County shall construct by County's own forces or by third party contractor(s) in accordance with plans and specifications prepared by District's engineer the public restrooms.

4. Both parties hereto will cooperate with each other to finish all construction of the Park by June 1, 2015 in accordance with the cost estimate sheet as described on Exhibit B attached hereto.

5. County shall procure and install by its own forces or third party contractor(s) three (3) playground systems, the selection of which shall be ultimately determined by County in consultation with District.

6. District shall be responsible for unlocking gates to the Park each morning during the term of this Agreement.

7. County shall lock gates to the Park each evening during the term of this Agreement.

8. County shall maintain the grounds and parking lot of the Park and pay for all water, sewer and electricity usage of the Park during the term of this Agreement.

9. This Agreement shall terminate upon the earlier of:

a. the mutual agreement of the District and the County;

b. the County's sale of the Tract; or

c. the thirtieth anniversary of the date of this Agreement provided however if either party provides written notice to the other party not earlier than the thirtieth day prior to such thirtieth anniversary date of its desire to not have this Agreement terminate on such thirtieth anniversary date then

this Agreement shall be extended for an additional thirty (30) years.

10. Any signatory to this Agreement, who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Agreement or transaction, shall be additionally entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.

11. This Agreement may not be assigned without prior written consent executed by both parties hereto.

12. Time shall be of the essence of this Agreement.

13. This Agreement and all of the terms, provisions and covenants contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

14. **THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED UNDER THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS.**

15. 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 provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

16. All notices, demands or requests required or permitted under this Agreement shall be in writing, and shall be deemed to have been properly given, whether or not actually received, when the same have been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the as set forth below:

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
P.O. Box 1356
Edinburg, Texas 78540-0758

If to District: Edinburg Consolidated Independent School District
Attention: President, Board of Trustees

411 N. 8th Street
Edinburg, Texas 78540

17. This Agreement contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties concerning the Tracts, and it shall not be amended, modified, supplemented or changed in any way except by written agreement of the parties.

18. To the extent allowable by law, the parties hereto agree to indemnify and hold harmless the other party from any and all costs, expenses or damages resulting from any claims for brokerage fees or other similar form of compensation made by any real estate broker or other person or entity because of the transactions contemplated herein.

19. Should either party be in default under any of the terms of this Agreement, the non-defaulting party shall so notify the defaulting party in writing and the defaulting party shall have a period of twenty (20) days from the receipt of such notice to cure the default.

20. 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.

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

HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

EDINBURG CONSOLIDATED SCHOOL DISTRICT

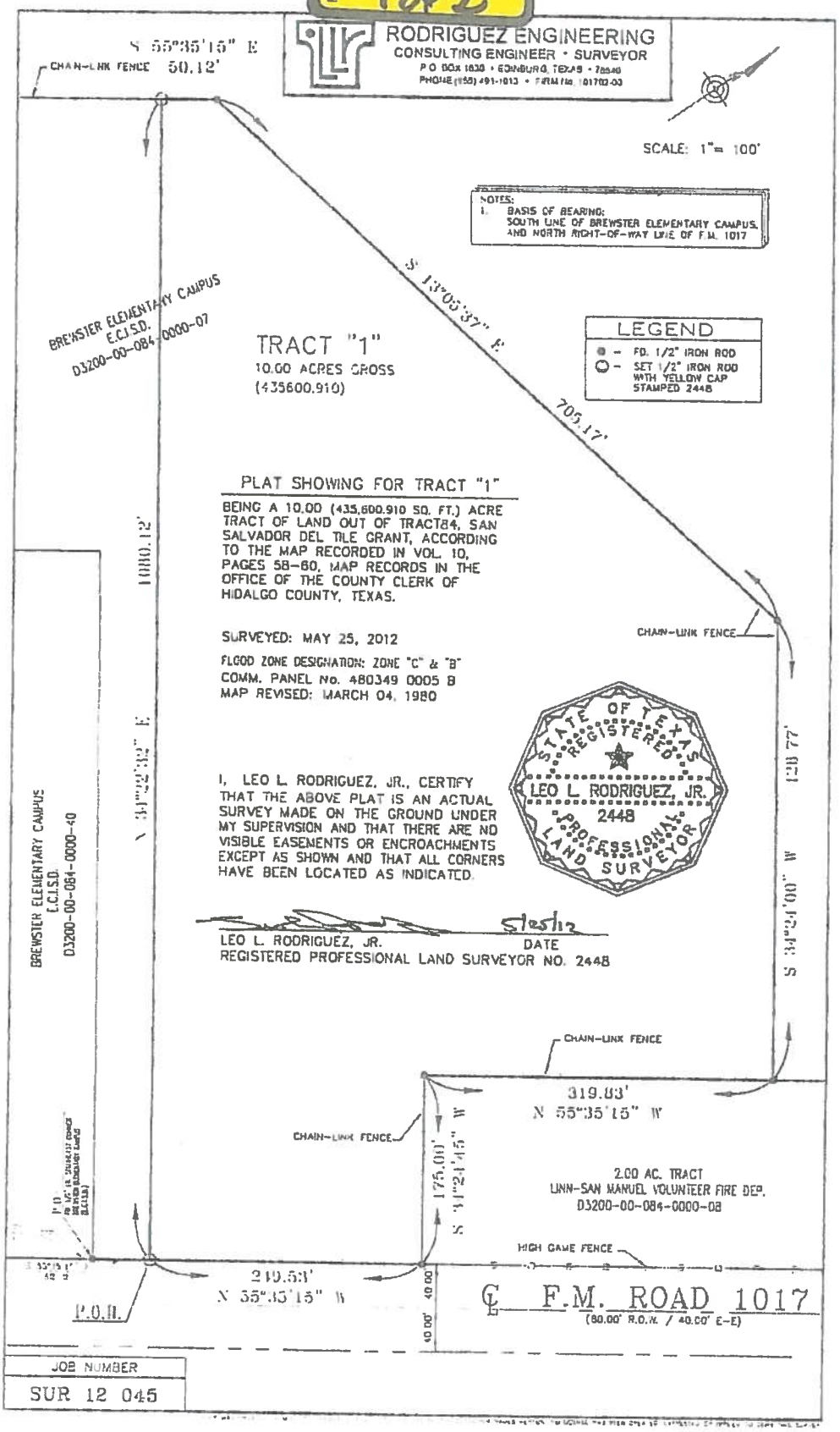
By: _____
Print Name: _____
Title: President, Board of Trustees

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

EXHIBIT A 1 of 2

PENGAD 800-631-6989



PENGAD 800-631-6989
EXHIBIT
A
2072

MARCH 25, 2012

METES AND BOUNDS DESCRIPTION FOR TRACT 1
A 10.00 AC. OUT OF TRACT84, SAN SALVADOR DEL TILE GRANT,
AN ADDITION TO THE CITY OF LINN
HIDALGO COUNTY, TEXAS.

TRACT "1"

BEING A 10.00 (435,600.910 SQ. FT.) ACRE TRACT OF LAND OUT OF TRACT 84, SAN SALVADOR DEL TILE GRANT, ACCORDING TO THE MAP RECORDED IN VOL. 10, PAGES 58-60, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AND SAID 10.00 ACRES (435,600.910 SQ. FT.) ALSO BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING AT A FOUND HALF INCH (1/2) IRON ROD, LOCATED AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF F.M. ROAD 1017 AND THE SOUTHEAST CORNER OF BREWSTER ELEMENTARY CAMPUS, THENCE, SOUTH 55°35'15" EAST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. 1017, A DISTANCE OF 52.32 FEET TO A HALF INCH (1/2) IRON ROD, SET FOR THE POINT OF BEGINNING AND THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, NORTH 34°22'32" EAST, PARALLEL WITH THE EAST LINE OF BREWSTER ELEMENTARY CAMPUS, A DISTANCE OF 1080.12 FEET TO A SET HALF (1/2) INCH IRON ROD FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 55°35'15" EAST, AT A RIGHT ANGLE FROM THE PREVIOUS CALL A DISTANCE OF 50.12 FEET TO A HALF INCH (1/2) IRON ROD FOUND FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 13°05'37" EAST, A DISTANCE OF 705.17 FEET TO A HALF INCH (1/2) IRON ROD FOUND FOR AN EXTERIOR CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 34°24'00" WEST, A DISTANCE OF 428.77 FEET TO A HALF INCH (1/2) IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

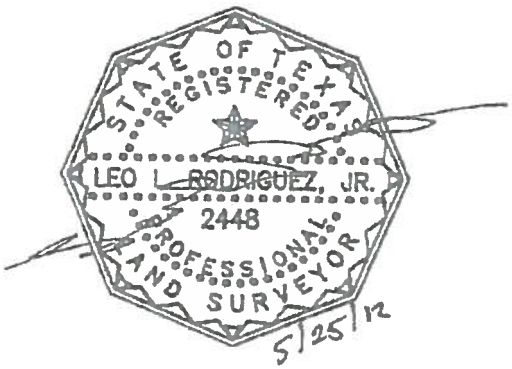
THENCE, NORTH 55°35'15" WEST, ALONG THE NORTH LINE OF A 2.00 ACRE TRACT A DISTANCE OF 319.83 FEET TO A HALF INCH (1/2) IRON ROD FOUND FOR AN INTERIOR CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 34°24'45" WEST, ALONG THE WEST LINE OF SAID 2.00 ACRE TRACT, A DISTANCE OF 175.00 FEET TO A HALF INCH (1/2) IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID 2.00 ACRE TRACT AND THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. ROAD 1017, BEING AN EXTERIOR CORNER OF THIS TRACT OF LAND;

THENCE, NORTH 55°35'15" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. ROAD 1017, A DISTANCE OF 249.53 FEET TO THE POINT OF BEGINNING, CONTAINING 10.000 ACRES (435,600.910 SQ. FT.) OF LAND, MORE OF LESS.

PREPARED BY:
RODRIGUEZ ENGINEERING
CONSULTING ENGINEER, SURVEYOR
FIRM No. 101702-00

P.O. BOX 1830
EDINBURG, TEXAS 78540
(956) 491-1013



JOB NUMBER
SUR 12 045

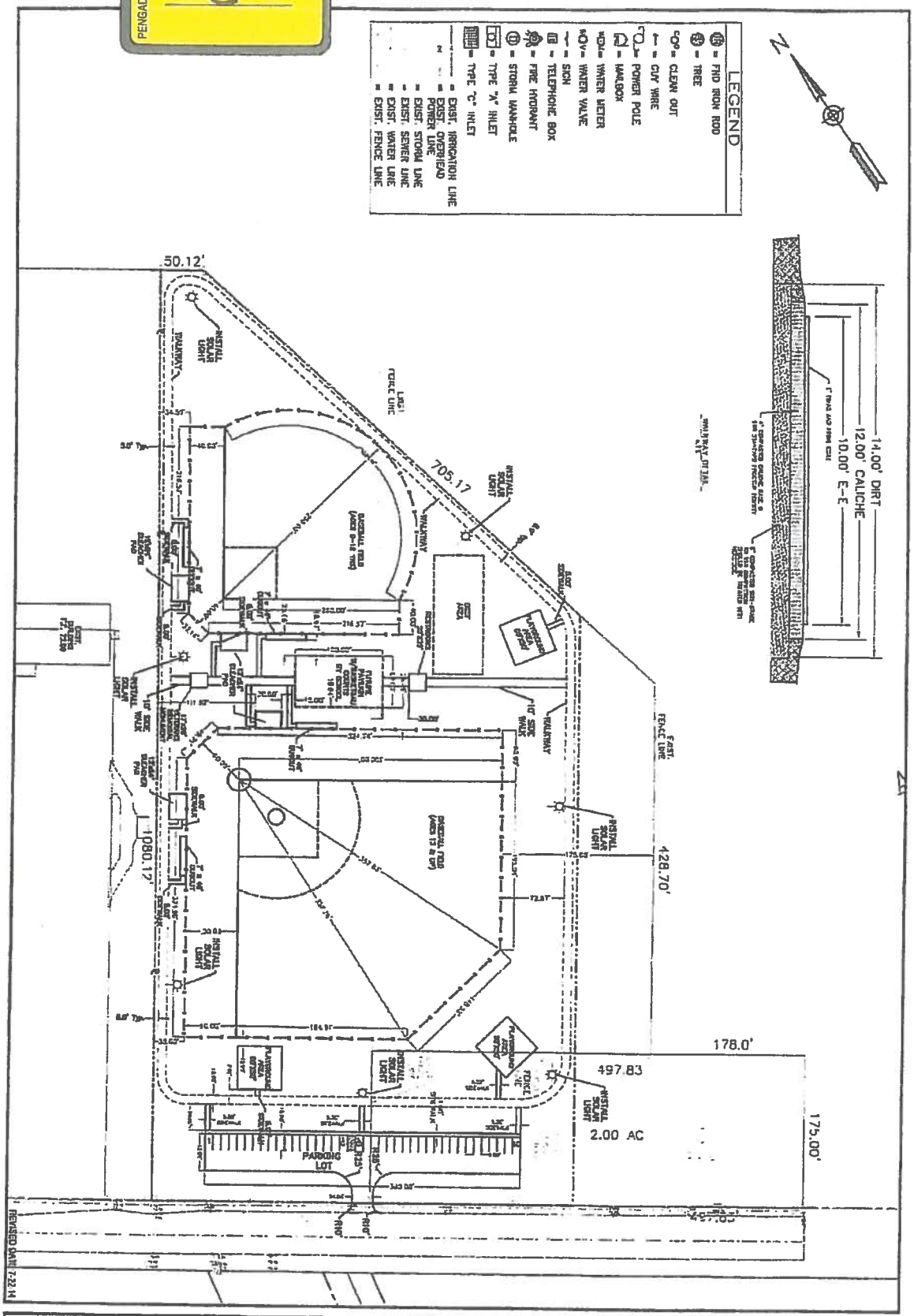
PENGAD 800-631-6989
EXHIBIT
B

Brewster Park Cost Estimate

Description	Edinburg CISD In-Kind Contribution
Design	
A/E Fees	$ 23,684.88
Pavillion	
Labor (Conduit and Stubb out)	$ 1,780.00
(6) Back Boards & Rims - Materials	$ 4,200.00
Labor	$ 512.00
Park Memorial & Recreation	
Picnic Tables (5)	$ 2,500.00
BBQ Pits (5)	$ 2,500.00
Baseball - Softball Field	
Baseball Field Lights - Fixtures Only	$ 22,400.00
Irrigation parts	$ 5,000.00
Fence Labor	$ 7,560.00
Baseball Score Board - Parts	$ 7,000.00
Baseball Score Board - Labor	$ 2,048.00
Site Improvements	
Electrical Labor only	$ 18,300.00
Sidewalk Labor only	$ 5,000.00
Totals	**$ 102,484.88**

EXHIBIT
C

PENGAD 800-631-6989


LEGEND
= FND IRON ROD
= TREE
= CLEAN OUT
= GUY WIRE
= POWER POLE
= MAILBOX
WM= WATER METER
WV= WATER VALVE
= SIGN
= TELEPHONE BOX
= FIRE HYDRANT
= STORM MANHOLE
= TYPE "X" INLET
= TYPE "C" INLET
= EXIST. IRRIGATION LINE
= EXIST. OVERHEAD POWER LINE
= EXIST. STORM LINE
= EXIST. SEWER LINE
= EXIST. WATER LINE
= EXIST. FENCE LINE
50.12'
705.17'
1080.12'
128.70'
178.0'
497.83'
175.00'
2.00 AC
14.00' DIRT
12.00' CALICHE
10.00' E-E
EAST FENCE LINE
PARKING LOT
INSTALL SOLAR LIGHT
BASEBALL FIELD
SOCCER FIELD
PLAYGROUND
RAMADA
RESTROOMS
CONCESSION
WALKWAY
10' SIDE WALK
EXIST. CONCRETE PAD
EXIST. SIDE WALK
EXIST. CONCRETE DRIVE
EXIST. ASPHALT DRIVE
EXIST. CONCRETE PARKING
EXIST. ASPHALT PARKING
EXIST. CONCRETE CURB
EXIST. ASPHALT CURB
EXIST. CONCRETE CURB & GUTTER
EXIST. ASPHALT CURB & GUTTER
EXIST. CONCRETE FLUME
EXIST. ASPHALT FLUME
EXIST. CONCRETE SIDEWALK
EXIST. ASPHALT SIDEWALK
EXIST. CONCRETE RAMP
EXIST. ASPHALT RAMP
EXIST. CONCRETE DRIVEWAY
EXIST. ASPHALT DRIVEWAY
EXIST. CONCRETE PAVEMENT
EXIST. ASPHALT PAVEMENT
EXIST. CONCRETE
EXIST. ASPHALT
EXIST. GRAVEL
EXIST. DIRT
EXIST. GRASS
EXIST. TREES
EXIST. BUSHES
EXIST. SHRUBS
EXIST. FENCE
EXIST. GATE
EXIST. POST
EXIST. SIGN
EXIST. MAILBOX
EXIST. POWER POLE
EXIST. GUY WIRE
EXIST. TELEPHONE BOX
EXIST. WATER METER
EXIST. WATER VALVE
EXIST. FIRE HYDRANT
EXIST. STORM MANHOLE
EXIST. TYPE "X" INLET
EXIST. TYPE "C" INLET
EXIST. IRRIGATION LINE
EXIST. OVERHEAD POWER LINE
EXIST. STORM LINE
EXIST. SEWER LINE
EXIST. WATER LINE
EXIST. FENCE LINE
PROPOSED 6' CHAIN LINK FENCE
PROPOSED 4' CHAIN LINK FENCE
PROPOSED 6' WOOD FENCE
PROPOSED 4' WOOD FENCE
PROPOSED 6' WROUGHT IRON FENCE
PROPOSED 4' WROUGHT IRON FENCE
PROPOSED 6' CHAIN LINK GATE
PROPOSED 4' CHAIN LINK GATE
PROPOSED 6' WOOD GATE
PROPOSED 4' WOOD GATE
PROPOSED 6' WROUGHT IRON GATE
PROPOSED 4' WROUGHT IRON GATE
PROPOSED POST
PROPOSED SIGN
PROPOSED MAILBOX
PROPOSED POWER POLE
PROPOSED GUY WIRE
PROPOSED TELEPHONE BOX
PROPOSED WATER METER
PROPOSED WATER VALVE
PROPOSED FIRE HYDRANT
PROPOSED STORM MANHOLE
PROPOSED TYPE "X" INLET
PROPOSED TYPE "C" INLET
PROPOSED IRRIGATION LINE
PROPOSED OVERHEAD POWER LINE
PROPOSED STORM LINE
PROPOSED SEWER LINE
PROPOSED WATER LINE
PROPOSED FENCE LINE
PROPOSED CONCRETE
PROPOSED ASPHALT
PROPOSED GRAVEL
PROPOSED DIRT
PROPOSED GRASS
PROPOSED TREES
PROPOSED BUSHES
PROPOSED SHRUBS
PROPOSED CONCRETE PAD
PROPOSED SIDE WALK
PROPOSED CONCRETE DRIVE
PROPOSED ASPHALT DRIVE
PROPOSED CONCRETE PARKING
PROPOSED ASPHALT PARKING
PROPOSED CONCRETE CURB
PROPOSED ASPHALT CURB
PROPOSED CONCRETE CURB & GUTTER
PROPOSED ASPHALT CURB & GUTTER
PROPOSED CONCRETE FLUME
PROPOSED ASPHALT FLUME
PROPOSED CONCRETE SIDEWALK
PROPOSED ASPHALT SIDEWALK
PROPOSED CONCRETE RAMP
PROPOSED ASPHALT RAMP
PROPOSED CONCRETE DRIVEWAY
PROPOSED ASPHALT DRIVEWAY
PROPOSED CONCRETE PAVEMENT
PROPOSED ASPHALT PAVEMENT
PROPOSED CONCRETE
PROPOSED ASPHALT
PROPOSED GRAVEL
PROPOSED DIRT
PROPOSED GRASS
PROPOSED TREES
PROPOSED BUSHES
PROPOSED SHRUBS
PROPOSED FENCE
PROPOSED GATE
PROPOSED POST
PROPOSED SIGN
PROPOSED MAILBOX
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PROPOSED TYPE "X" INLET
PROPOSED TYPE "C" INLET
PROPOSED IRRIGATION LINE
PROPOSED OVERHEAD POWER LINE
PROPOSED STORM LINE
PROPOSED SEWER LINE
PROPOSED WATER LINE
PROPOSED FENCE LINE

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 the County desires to construct a public park on the Tract to be known as the Brewster Park (the "Park") through an Interlocal Cooperation Agreement to be entered into with the County of Hidalgo (hereinafter referred to as "County") and the Edinburg Consolidated School District, (hereinafter referred to as "District,").

By vote on_____ 2014, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

AI-46961 **Budget and Management 25. A.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: Sergio Cruz **Submitted By:** Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration and possible action on funding request by Valley Initiative for Development and Advancement (VIDA)

BACKGROUND

VIDA is a non-profit corporation that assists economically disadvantaged, underemployed & unemployed adults in Hidalgo County gain employment through skills development training for demand occupations in allied health.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

existing annual funding agreement (C-13-157-04-09) expired 4/11/2014

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	10/10/2014 04:18 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Merlen P. Munoz Started On: 10/10/2014 02:55 PM

Final Approval Date: 10/10/2014

AI-46862 **Budget and Management 25. B.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted By: Angelica M. Tapia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Presentation by Alamo Insurance Group, the County's health insurance consultant
2. Approval of Employee premiums for 2015 Employee Medical Benefit Plans.
3. Discussion and possible action to amend the County's medical plan to allow retirees to continue medical plan benefits upon retirement.

BACKGROUND

No files attached. Documentation to be distributed during presentation.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/08/2014 09:16 AM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Angelica M. Tapia Started On: 10/07/2014 03:03 PM

Final Approval Date: 10/10/2014

AI-46946 **Budget and Management 25. C. 1.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: Sergio Cruz **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Tx Agrilife Extension Service (1302)
Approval of 2014 appropriation of funds for Tx. Agrilife Extension Service in the amount of $3,056.38 to fund the purchase of a replacement vehicle.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1302-461-00-380-003-0-741

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

BUDGETARY IMPACT:

Funds available in 1302 fund balance as of 10/10/14.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	10/10/2014 10:15 AM
Budget & Management	Veronica Ortiz	10/10/2014 10:47 AM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Sylvia Solis Started On: 10/10/2014 09:45 AM

Final Approval Date: 10/10/2014

DATE: October 10, 2014

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Budget & Management for Texas Agrilife Ext. Services

ACCOUNT NUMBER: 4-1302-461-00-380-003-0-741

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
4-1302-461-00-380-003-0-741	TX AGRILIFE EXT SVCS - VEHICLES	3,056.38
	TOTAL BUDGET INCREASE (DECREASE)	**3,056.38**

REASON: Appropriation to fund the purchase of a replacement vehicle for Texas Agrilife Extension Services.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-46921 **Purchasing Department 26. A. 1.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: Martha L. Salazar, HC-PA **Submitted By:** Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Presentation of scoring grid (for the purposes of ranking by CC) of the responses received, graded and evaluated in connection with RFP No. 2014-344-07-17-YSS "Professional Architectural Consulting Services-Design & Construction of Court House & Judicial Buildings" of existing Schematic Designs for the construction a new Hidalgo County Courthouse, in order to proceed forward with the negotiation portion of the procurement process;

B. Requesting authority for Purchasing Department to enter into negotiations commencing with the number one (1) ranked firm of _____for: Professional Architectural Consulting Services-Design & Construction of Court House & Judicial Buildings for existing Schematic Designs for the construction of a new Hidalgo County Courthouse.

BACKGROUND

Grading Committed appointed by HCCC on 09-30-14:
County Judge: Yolanda Chapa, replaced by Jaime Longoria (through letter from County Judge);
Precinct #1 - Raul Lozano;
Precinct #2 - Raul Silguer;
Precinct #3 - Mona Parras, PhD.;
Precinct #4 - Marcos Lopez

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-423-21-280-087-0-339/431/671

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

BUDGETARY IMPACT:

Funds will be appropriated into proper account once final negotiated agreement amount is known.

Attachments

part log

grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/10/2014 01:56 PM
Budget & Management	Veronica Ortiz	10/10/2014 02:37 PM
Glinda Pacheco	Glinda Pacheco	10/10/2014 03:29 PM
Auditor's Office	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Yvette Islas Started On: 10/09/2014 03:44 PM

Final Approval Date: 10/10/2014

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: SEPTEMBER 17, 2014 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY –"PROFESSIONAL ARCHITECTURAL CONSULTING SERVICES-DESIGN & CONSTRUCTION OF COURT HOUSE & JUDICIAL BUILDINGS"
RFQ NO: 2014-344-09-17-YSS

#	NAME OF VENDOR: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
1	**Raba Kistner Consultants Inc.** **Norma E. Salazar**	Email	nsalazar@rkci.com Y. Salinas	09-02-14	800 E. Hackberry Avenue McAllen, TX 78501 956-682-5332
2	**McGraw Hill Construction Dodge** **Peggy Koehn**	Email	peggy.koehn@mhfi.com Y. Salinas	09-02-14	800-741-2718 915-877-5252 866-202-5844 fax
3	**PBK** **Sara G. Martinez**	Email	sara.martinez@pbk.com Y. Salinas	09-02-14	956-687-1330 956-687-1331 PBK.com
4	**Halff Associates Inc.** **Courtney M. Villarreal**	Email	cVillarreal@halff.com Y. Salinas	09-03-14	5000 West Military McAllen, Texas 78503 956-664-0286 956-664-0282 fax
5	**Elizabeth Martinez** **ERO Architects**	Email	emartinez@goero.com Y. Salinas	09-04-14	
6	**Broaddus & Associates** **Xochitl Ortiz**	Email	xortiz@broaddusassociates.com Y. Salinas	09-04-14	956-688-2307 956-688-2315 fax
7	**iSqFt** **Ian Hayes**	Email	ihayes@asft.com Y. Salinas	09-04-14	800-364-2059 ext 7184 866-570-8187
8	**ROFA Architects Inc. (Rike Ogden Figueroa Allex Architects Inc.** **Diana "Dee" Palacios**	Email	dianap@rofainc.com Y. Salinas	09-08-14	1007 Walnut Ave. McAllen, TX 78501 956-687-7771 956-687-3433
9	**The Warren Group Architects, Inc.** **Andrina Garza**	Email	agarza@twgarch.com associate@twgarch.com Y. Salinas	09-08-14	956-994-1900 956-994-1962 fax
10	**Gomez Mendez Saenz Inc.** **Susana Herrera**	Email	susana@gmsarchtitects.com Y. Salinas	09-08-14	1150 Paredes Line Rd Brownsville, TX 78521 956546-0110 956-546-0196
11	**Integrated Marketing Systems** **Joe Schoepke**	Email	jschoepke@imsinfo.com Y. Salinas	09-09-14	945 Hornblend Street, Suite G San Diego, CA, 92109 858-490-8800 888-467-3151 858-490-8811 fax
12	**Virtual Builders Exchange** **Steve Thomas**	Email	steve@virtualbx.com Y. Salinas	09-10-14	San Antonio Regional Office 210-564-6900, ext 130
13	**PGL** **Dianne Gentry**	Email	DGentry@pgal.com Y. Salinas	09-10-14	512-236-1005 512-853-6126 fax
14	**Randall Scott Architects, Inc.** **William Dillard**	Email	wdillard@rsarchitects.com Y. Salinas	09-10-14	14755 Preston Rd, Suite 730 Dallas, TX 75254 972-664-9100

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HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: SEPTEMBER 17, 2014 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY –"PROFESSIONAL ARCHITECTURAL CONSULTING SERVICES-DESIGN & CONSTRUCTION OF COURT HOUSE & JUDICIAL BUILDINGS"
RFQ NO: 2014-344-09-17-YSS

#	NAME OF VENDOR: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
					972-664-9122 fax
15	**Brinkley Sargent Architects** **Gina Irwin**	Email	girwin@brinkleysargent.com Y. Salinas	09-10-14	5000 Quorom Dr, #600 Dallas, TX 78254 972-960-9970
16	**Noslar T. I., Inc** **Leah Millspaugh**	Email	leah@noslar.com Y. Salinas	09-10-14	1022 Wirt Road, Ste 340 Houston, TX 77055-6858 713-680-2080 713-680-2084 fax
17	**URS Corporation** **Brad Hubbard**	Email	brad.hubbard@urs.com Y. Salinas	09-10-14	1021 61st Street, Suite 700-B Galveston, TX 77551 409-877-1707 office 409-877-1710 direct 409-621-6623 mobile
18	**L.A. Fuess Partners, Inc.** **Tina Duron**	Email	TDuron@lafp.com Y. Salinas	09-10-14	3333 Lee Parkway, Suite 300 Dallas, TX 75219 214-871-7010 office 214-593-1138 direct
19	**Hunt Companies** **Will Fagan**	Email	will.fagan@huntcompanies.com Y. Salinas	09-10-14	11790 Northfall Lane, Suite 403 Alpharetta, GA 30009 678-619-0920 770-560-1365 cell
20	**HOK** **Curt Parde**	Email	curt.parde@hok.com jeff.bradley@hok.com Melanie.mckay@hok.com Y. Salinas	09-10-14	2711 North Haskell Avenue, Suite 2250, LB26 Dallas, TX 75204 214-231-5851 214-620-6005 fax 469-401-1681 mobile
21	**Munoz & Company** **Gloria Meehan**	Email	gmeehan@munoz-co.com Y. Salinas	09-10-14	1017 North Main Ave. San Antonio, TX 78212 210-349-1163 210-525-1038 fax
22	**Justice Planning Associates, Inc.** **Cliff Woodard**	Email	cwoorard@justiceplanning.com Y. Salinas	09-11-14	9 Calendar Court Columbia South Carolina, 29206 803-779-4474
23	**Gignac Architects** **Lauren Colley**	Email	lcolley@gignac-associates.com Y. Salinas	09-11-14	361-884-2661 361-884-4232 fax
24	**LNV Inc.** **Lucy E. Wilson** **Ashley D. Lynch**	Email	lwilson@lnvinc.com alynch@lnvinc.com Y. Salinas	09-11-14	801 Navigation Blvd, Suite 300 Corpus Christi, TX 78408 361-883-1984 ext2137 361-883-1986 fax
25	**Construction Consulting International** **George M. Blackburn III**	Email	gblackburn@sunited.com bstevens@sunited.com Y. Salinas	09-12-14	1601 Luna Road Carrollton, TX 75006 972-466-1103 972-245-6047
26	**Architects Design Group** **Maria Ehrlich**	Email	Mariae@adgusa.org	09-15-14	407-647-1706

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HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING FIRM'S LOG
RFQ PACKETS

ACCEPTANCE DATE: SEPTEMBER 17, 2014 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY –"PROFESSIONAL ARCHITECTURAL CONSULTING SERVICES-DESIGN & CONSTRUCTION OF COURT HOUSE & JUDICIAL BUILDINGS"
RFQ NO: 2014-344-09-17-YSS

#	NAME OF VENDOR: COMPANY/FIRM	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE AND FAX NO'S / CONTACT PERSON
			Y. Salinas		
27	**Skanska USA Building Inc.** **Josue Reyes**	Email	Josue.Reyes@skanska.com Y. Salinas	09-16-14	1109 W. Nolana Ave, Suite 203 McAllen, TX 78501 18615 Tuscany Stone, Suite 245 San Antonio, TX 78258 210-301-7105 office 956-535-3853 cell 866-457-3133 fax
28					
29					
30					

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HIDALGO COUNTY

"Professional Architectural Consulting Services-Design & Construction of Court House & Judicial Buildings"
RFP No. 2014-344-09-17-YSS

SCORING GRID

EVALUATORS	PROPOSERS				
	Broaddus & Associates	ERO Architects	HOK	PGAL	ROFA Architects
Evaluator No. 1	90	0	100	90	85
Evaluator No. 2	84	85	96	87	88
Evaluator No. 3	83	81	98	90	89
Evaluator No. 4	95	0	95	98	96
Evaluator No. 5	80	80	97	88	87
AVERAGE	86	49	97	90	89
RANKING (upon review and approval by CC)					

AI-46805 **Purchasing Department 26. A. 2.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: Martha L. Salazar, HC-PA Submitted By: Roy Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance of donation of computers and monitors (as further described/detailed in Exhibit A) by the Hidalgo County Appraisal District (through correspondence attached) to Hidalgo County including all supporting documentation applicable.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact at this time.

Attachments

Donation Letter

Exhibit A

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/02/2014 01:40 PM
Budget & Management	Veronica Ortiz	10/02/2014 02:23 PM
Auditor's Office	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Roy Garcia Started On: 10/02/2014 10:38 AM

Final Approval Date: 10/10/2014

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION
Rolando Garza, Chief Appraiser
Jorge Gonzalez, Asst. Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461
Administration Fax: (956) 289-2120

www.hidalgoad.org

BOARD OF DIRECTORS
Richard A. Garza Chairman
David Hernandez Vice-Chairman
Amador Requenez Secretary
Eddie R. Cano Member
Albert D. Cardenas Member
Pablo "Paul" Villarreal, Jr. Member

RECEIVED
SEP 15 2014
By
11:27

September 9, 2014
Mrs. Martha L. Salazar CPPB
Hidalgo County Purchasing Agent
2802 S. Business Hwy. 281
Edinburg, TX 78539

Re: Donation of Surplus Items

Dear Mrs. Salazar:

This letter serves as proof that the Hidalgo County Appraisal District has donated twenty (20) computers and monitors and eight (8) additional monitors to the County of Hidalgo.

The historical cost for the Dell Optiplex 755 Computers/Monitors was $1,249.13 each, and for the Dell Optiplex 760 was $1,193.13 each. The historical cost for the Dell monitors was $149.99 each.

If you have any questions, please feel free to contact me or Ms. Lydia Elizondo, Finance/Personnel Director at 956-381-8466.

Thank you,

Rolando Garza

Rolando Garza, RPA
Chief Appraiser

APPRAISAL DISTRICT
SURPLUS

Exhibit "A" 10/2/2014

Item Description	Serial Number	Location Within County
Dell Optiplex 760 Computer	784VTK1	Purchasing
Dell Optiplex 760 Computer	4617HK1	Purchasing
Dell Optiplex 760 Computer	4625HK1	Purchasing
Dell Optiplex 760 Computer	4635HK1	Purchasing
Dell Optiplex 760 Computer	FBD08J1	Purchasing
Dell Optiplex 760 Computer	4619HK1	Purchasing
Dell Optiplex 760 Computer	HC4Y7J1	Purchasing
Dell Optiplex 760 Computer	9D335J1	Purchasing
Dell Optiplex 755 Computer	3LVNWH1	Purchasing
Dell Optiplex 755 Computer	717SQF1	Purchasing
Dell Optiplex 755 Computer	6MVNWH1	Purchasing
Dell Optiplex 755 Computer	CMVNWH1	Purchasing
Dell Optiplex 755 Computer	C17SQF1	Purchasing
Dell Optiplex 755 Computer	3Y5JCG1	Purchasing
Dell Optiplex 755 Computer	BLVNWH1	Purchasing
Dell Optiplex 755 Computer	2MVNWH1	Purchasing
Dell Optiplex 755 Computer	DQB9RG1	Purchasing
Dell Optiplex 755 Computer	BYCHHH1	Purchasing
Dell Optiplex 755 Computer	JLVNWH1	Purchasing
Dell Optiplex 755 Computer	8MVNWH1	Purchasing
Dell Monitor	CN-09M62C-74261-9B5-5N0S	Purchasing
Dell Monitor	CN-0WH319-72872-6C6-1F4M	Purchasing
Dell Monitor	CN-0J1806-71618-3BJ-GDXM	Purchasing
Dell Monitor	CN-0G422H-72872-915-10LL	Purchasing
Dell Monitor	CN-0G422H-72872-88U-0VTH-A00	Purchasing
Dell Monitor	CN-0G422H-728729-1510EL	Purchasing
Dell Monitor	CN-09M62C-74261-9B5-5N45	Purchasing
Dell Monitor	CN-0WH319-72872-6C6-1F5M	Purchasing

AI-46830 **Purchasing Department 26. A. 3.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: Martha L. Salazar, HC-PA **Submitted By:** Roy Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting approval to declare the items listed in Exhibit "A" (attached herein), office furniture, equipment and vehicles as "Surplus" for the purpose of sale through auction (scheduled for 11-05-2014) in accordance with Texas Local Government Code 263.152 (a)(1); AND, in the event "NO BIDS" received,

B. Pursuant to Texas Local Government Code, 263.151(1) and/or 263.152(a)(3), Commissioners Court proceed to:'...order any of the property to be destroyed or otherwise disposed of as worthless in as much as the sale of said items CC undertook to sell (under Subsection (1) at auction on 11-05-2014 resulted in no bids were received;

C. Requesting authority to publish advertisement for the auction of surplus equipment and vehicles scheduled for 11-05-2014, including but not limited to Seized, Abandoned and Unclaimed Property or additional and/or necessary auctions.

BACKGROUND

An inventory was conducted at the auctioneer's premises and found several items broken, weathered, and/or obsolete. The assets have no value to the County due to their condition.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Revenues coming in...

An inventory was conducted at the auctioneer's premises and found several items broken, weathered, and/or obsolete.
The assets have no value to the County due to their condition.

Attachments

Code
revised

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/06/2014 04:33 PM
Budget & Management	Veronica Ortiz	10/07/2014 01:26 PM
Auditor's Office	Monica Badillo	10/10/2014 05:38 PM
Form Started By: Roy Garcia		Started On: 10/03/2014 01:34 PM

Final Approval Date: 10/10/2014

SUBCHAPTER D. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY

Sec. 263.151. DEFINITIONS. In this subchapter:

(1) "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.

(2) "Surplus property" means personal property that:

(A) is not salvage property or items routinely discarded as waste;

(B) is not currently needed by its owner;

(C) is not required for the owner's foreseeable needs; and

(D) possesses some usefulness for the purpose for which it was intended.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 61(b), eff. Aug. 28, 1989.

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 Subsection (a)(1) or (a)(2).

(c) Repealed by Acts 2003, 78th Leg., ch. 43, Sec. 2; Acts 2003, 78th Leg., ch. 345, Sec. 3.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, Sec. 61(b), eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 416, Sec. 3, eff. Sept. 1, 1991; Acts 1993, 73rd Leg., ch. 237, Sec. 1, eff. Aug. 30, 1993; Acts 1995, 74th Leg., ch. 746, Sec. 5, eff. Aug. 28, 1995; Acts 1999, 76th Leg., ch. 254, Sec. 1, eff. May 28, 1999; Acts 2003, 78th Leg., ch. 43, Sec. 1, 2, eff. May 15, 2003; Acts 2003, 78th Leg., ch. 345, Sec. 1, 3, eff. June 18, 2003. Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1233, Sec. 2, eff. June 15, 2007.

Acts 2009, 81st Leg., R.S., Ch. 931, Sec. 1, eff. September 1, 2009.

Asset Tag	Description	Serial/Vin Number
40629	NORSTAR PHONE	NNTMG0GKBSA
32531	NORSTAR PHONE	NNTM040BTBA7
40634	NORSTAR PHONE	NNTMG0GKBB57
H-1874	NORSTAR PHONE	NNTMG0GKBB45
40627	NORSTAR PHONE	NNTMG0GKBSD2
H-1293	NORSTAR PHONE	NNTMG0GKBB3B
H-1356	NORSTAR PHONE	N/A
H-1315	NORSTAR PHONE	NNTMG0GKBSDB
40636	NORSTAR PHONE	NNTMG0GKXVJB
H-1325	NORSTAR PHONE	NNTMG0GKBTFP
14-1214	ECHO HANDHELD BLOWERPB-251	N/A
32081	WALL DIVIDER	N/A
32085	WALL DIVIDER	N/A
32086	WALL DIVIDER	N/A
32097	WALL DIVIDER	N/A
32101	WALL DIVIDER	N/A
14-1209	WALL DIVIDER	N/A
14-1213	STIHLCHAINSAW	2?56660?0
14-1215	STIHLCHAINSAW	2756660?0
36279	PARTS WASHER	N/A
43202	HP LASER JET PRINTER 4650	JPCAB07945
45309	HP NX 9600 LAPTOP	CNF609019V
45310	HP NX 9600 LAPTOP	CNF60901B8
47256	HP NOTEBOOK	CNU722OGZX
20953	WOODEN DESK	N/A
26866	WHITE METAL DESK	N/A
14-1301	DELL MONITOR 17"	CN-0C1823-74445-98V-BYHU
14-1302	2 MONITOR STANDS	N/A
48208	NETWORK BOARD	CS080618036
14-0626	PLASTIC TABLE	N/A
14-0624	4 UNDER DESK KEYBOARD HOLDERS	N/A
14-0625	SQUARE TABLE	N/A
38103	NETGEAR ISDN ROUTER	RT33B23022065
14-0618	SNAP SERVER 2200	FCD50BQ860
ME001495	AOPEN MONITOR	40601325PV0L
41417	TOSHIBA LAPTOP	35357899K
14-0621	ACER MONITOR	80700025363
14-0620	DELL MONITOR	CN-0HC317-71618-5CN-AB75
14-0622	BENQ MONITOR	99L2972B61
33161	LUCENT	98SP33174256
33160	LUCENT	98SP50171557
14-0623	CISCO AIR-BR340	SEK052800CF
14-0619	SONY PCG-8CAL	28362830-3900551
14-1208	GREY GUEST CHAIR	N/A

14-1208	GREY GUEST CHAIR	N/A
14-1208	GREY GUEST CHAIR	N/A
14-1208	GREY GUEST CHAIR	N/A
14-1208	GREY GUEST CHAIR	N/A
14-1208	GREY GUEST CHAIR	N/A
14-1208	BURGUNDY GUEST CHAIR	N/A
14-1208	BURGUNDY GUEST CHAIR	N/A
14-1208	BURGUNDY GUEST CHAIR	N/A
30294	FIRST ALERT SAFE	N/A
CR-0563-14-A	AMERIVACS VACUUM SEALER	15866
CR-0563-14-A	AMERIVACS VACUUM SEALER	13226
46211	RICOH C3000 COLOR COPIER	L3765600717
32872	HEAVY DUTY SHREDDER	KSI3546
14-1297	GPS-GARMIN NUVI MODEL 205	1ED263570
44481	DELL PRECISION 380 CPU TOWER	DC9XS81
49186	DELL PRECISION T3400 C MINITOWER E7300	2XPYSJ1
53433	DELL 1320C COLOR LASER PRINTER	JPXNHF1
14-1243	DELL 17IN MONITOR	MYOF710476034CNAZB1
AA001741	HP TOWER	MXD4400DDN
14-1236	HP TOWER	MXM71401VX
14-1235	HP TOWER	MXL72514LC
AA001518	DELL TOWER	B0GFR61
14-1233	HP TOWER	MXL7320RWY
14-1228	HP COLOR PRINTER	N/A
14-1257	HP OFFICE PRINTER	CNBK477724
14-1223	VIEWSONIC MONITOR	PIG040304123
14-1249	HP CRT MONITOR	CNC5131C5P
14-1251	HP CRT MONITOR	MYA43707MN
14-1254	HP CRT MONITOR	CNNG2523F2
14-1234	HP CRT MONITOR	CNC5131C74
14-1239	HP CRT MONITOR	MYA43902DQ
14-1224	BOX OF POWER SUPPLIES	N/A
14-1252	BOX OF POWER SUPPLIES	N/A
14-1259	BOX OF POWER SUPPLIES	N/A
14-1256	BOX OF POWER SUPPLIES	N/A
14-1250	BOX OF POWER SUPPLIES	N/A
14-1258	BOX OF BROKEN PARTS/WIRES	N/A
14-1225	BOX OF POWER SUPPLIES	N/A
14-1255	BOX OF SHORTEL PHONES	N/A
AA001652	HP TOWER	MXD4400DX7
14-1221	ACER MONITOR	7250061963
14-1241	HP CRT MONITOR	MYA43902D7
14-1253	ACER LCD MONITOR	7250056763
AA001653	HP TOWER	MXD4400DXB
AA001628	HP TOWER	MXD4400DPX
AA001911	HP TOWER	MXL92214CG

AA001562	HP TOWER	MXD53405QG
AA001632	HP TOWER	MXD4400DSP
14-1238	ACER LCD MONITOR	72600265263
14-1232	AOC MONITOR	40057A001875
14-1245	HP CRT MONITOR	MYA43902CS
14-1231	HP CRT MONITOR	CNC5122835
14-1229	HP CRT MONITOR	MYA43707ND
14-1230	HP 1320 PRINTER	SNCNHC58T22C
AA001942	HP 4015 PRINTER	CNDY170310
14-1244	HP CRT MONITOR	CNC5122833
14-1248	VIEW LCD17 MONITOR	H08100119
14-1237	ACER 17IN MONITOR	72500049263
14-1242	DELL 17IN MONITOR	MY0F7170476034CNAZB2
14-1240	ACER 15IN MONITOR	61803150142
14-1246	HP CRT MONITOR	CNC5131C5T
AA001642	HP COMPUTER	MXD4400DWG
14-1247	HP CRT MONITOR	MYA43707LS
14-1222	ACER 17IN MONITOR	72500057763
AA001588	HP COMPUTER	MXL6230F1Z
14-1226	HP COMPUTER	MXL732052N
AA001572	HP COMPUTER	MXD53405NG
14-1227	HP CRT MONITOR	MYA43707NF
19081	WOODEN DESK	N/A
38001	HP PRINTER C6455B	MY1BM1DOGS
14-1200	RECEPTIONSIST DESK (BROWN)	N/A
14-1201	DESK WITH SHELVES (BLACK & GREY)	N/A
14-1203	OFFICE ROLLING CHAIR RED	N/A
14-1202	HP-MONITOR 17" L1706	CNC711NZXP
14-1204	HP COPIER MODEL C408A	USBB063181
14-1206	BROTHER FAX MODEL FAX-2820	U61325H8J154917
14-1205	RED OFFICE CHAIR	N/A
14-1207	BLUE OFFICE CHAIR	3SSCXB
C-693-14-2	WATCH	N/A
C-693-14-2	NECKLACE	N/A
C-693-14-2	RING	N/A
C-693-14-2	RING	N/A
C-693-14-2	PENDANT	N/A
55239	COMPUTER DC5000	2UA501033L
55222	COMPUTER DC5000	2UA5010331
55249	COMPUTER DC5000	2UA501033X
55221	COMPUTER DC5000	2UA5010330
H-2264	COMPUTER DC5000	2UB5290LF4
55238	COMPUTER DC5000	2UA501033K
55247	COMPUTER DC5000	2UA501033V
55257	COMPUTER DC5000	2UA5010345
55256	COMPUTER DC5000	2UA5010344
55243	COMPUTER DC5000	2UA501033Q

55215	COMPUTER DC5000	2UA501032T
55218	COMPUTER DC5000	2UA501032X
55242	COMPUTER DC5000	2UA201033P
55227	COMPUTER DC5000	2UA5010336
55246	COMPUTER DC5000	2UA501033T
H-2820	COMPUTER DC5000	2UB5290LF6
H-2951	COMPUTER DC5000	2UB529OLFB
55230	COMPUTER DC5000	2UA5010339
55217	COMPUTER DC5000	2UA501032W
14-1457	THIRTEEN MOUSES	N/A
32496	NORSTAR PHONE	NNTM040BTR9A
32009	NORSTAR PHONE	N/A
36822	NORSTAR PHONE	NNTM60GA03RD
37647	NORSTAR PHONE	NNTM64253269
36823	NORSTAR PHONE	NNTM040C6HRX
14-1458	NORSTAR PHONE	NNTM60G7SEXX
14-1461	BX OF PHONE HEADSET	N/A
56085	HP LASER JET PRINTER P3005	CNJ1F74276
14-1462	NORTEL PHONE	N/A
14-1460	NORTEL PHONE	NNTM60GKBSBL
40629	NORSTAR PHONE	NNTM60GKBSAX
32531	NORSTAR PHONE	NNTM040BRRA7
40634	NORSTAR PHONE	NNTM60GKBB57
H-1874	NORSTAR PHONE	NNTM60GKBB45
40627	NORSTAR PHONE	NNTM60GKSD2
H-1293	NORSTAR PHONE	NNTM60GKBB3B
H-1386	NORSTAR PHONE	N/A
H-1315	NORSTAR PHONE	NNTM60GKBSCB
40636	NORSTAR PHONE	NNTM60GKXVJB
H-1325	NORSTAR PHONE	NNTM60GKBTFP
13631	BROWN BOOKCASE	N/A
14-500	AQUA CHAIR	N/A
H-1307	LARGE CABINET	N/A
21418	WATER COOLER	N/A
H-1944	BROTHERTYPEWRITER	L16539308
20195	FILE CABINET	N/A
14-1016	BLACK CHAIR	N/A
H-1662	GREY TWO DRW FILE CABINET	N/A
H-2723	GREY CHAIR	N/A
14-1467	FOUR BROWN BOOKSHELVES	N/A
14-1465	BOX OF WIRES	N/A
14-1466	BOX OF MISC.	N/A
41407	MAGELLAN GPS	024002
41403	MAGELLAN GPS	203998
40826	TOSHIBA MODEL 2410 5205 LAPTOP	1370684P
40656	TOSHIBA MODEL 2410 5205 LAPTOP	23144471P1
40654	TOSHIBA MODEL 2410 5205 LAPTOP	23144443P

40655	TOSHIBA MODEL 2410 5205 LAPTOP	23144445P
40657	TOSHIBA MODEL 2410 5205 LAPTOP	23144474P
23978	SMALL DESK	N/A
14-1469	BLACK LITERATURE RACK	N/A
41079	HP DESIGN JET PRINTER 1055 PLOTTER	SG5202311R
27874	RITTER EXAM TABLE	CD04582
28168	MAROON CHAIR	N/A
H-1765	BLUE CHAIR	N/A
28119	MARRON CHAIR	N/A
28112	MARRON CHAIR	N/A
H-2717	LAMINATOR	70611
14-1455	NORSTAR PHONE	NNTM60G3V7V8
H-2317	SMALL BOOKSHELF	N/A
48349	STERILIZER AUTOCLAVE RITTER	V598262
51149	STERILIZER AUTOCLAVE RITTER	V854622
H-1538	FELLOWS SHREDDER	N/A
14-1493	BLACK CHAIR	N/A
14-1492	TWO HIGH BACK CHAIRS	N/A
14-1490	GOLD CHAIR	N/A
14-1491	TWO GOLD CHAIRS	N/A
43818	HP NX 9600 LAPTOP	CNF5270ZK4
43815	HP NX 9600 LAPTOP	CHFF270ZFL
41401	MAGELLAN GPS	24000
41405	MAGELLAN GPS	24006
41406	MAGELLAN GPS	204003
14-0008	BOX OF WIRES	N/A
14-1478	BROWN SMALL BOOKCASE	N/A
14-1459	FIFTEEN KEYBOARDS	N/A
14-1470	FIVE WIRELESS KEYBOARDS	N/A
14-1468	MONEY BOX	N/A
14-1471	MONEY BOX	N/A
14-1495	BOOKSHELF	N/A
14-1496	SMALL BROWN TABLE	N/A
14-1013	WATER COOLER	N/A
H-1558	FELLOWS SHREDDER	N/A
49396	FELLOWS SHREDDER	026000
14-1497	TWO LONG TABLES	N/A
H-2052	BLACK LITERATURE RACK	N/A
H-1913	PS SHREDDER	N/A
14-1015	TWO BLACK CHAIRS	N/A
14-1501	MARRON CHAIR	N/A
14-1477	BROWN PRINTER TABLE	N/A
H-2161	HALLOGEN LAMP	NE34011
14-1498	AQUA CHAIR	N/A
14-1476	AQUA CHAIR	N/A
H-1290	FELLOWS SHREDDER	N/A
H-1343	FELLOWS SHREDDER	N/A

41146	FELLOWS SHREDDER	220-2-030112-E1001643
14-1475	WATER COOLER	96628070
H-1809	MARRON CHAIR	N/A
14-1474	BLOOD DRAWING CHAIR	N/A
13202	BROWN TALL BOOKCASE	N/A
14-1472	METAL LITERATURE RACK	N/A
H-1185	LITERATURE RACK	N/A
55254	HP COMPAQ DESK TOP	2UA5010342
H-1934	TENNSCO EIGTH DRAWER FILING CABINET	N/A
33541	STEEL-MASTER EIGHT DRW FILING CABINET	N/A
33566	STEEL-MASTER EIGHT DRW FILING CABINET	N/A
33540	STEEL-MASTER EIGHT DRW FILING CABINET	N/A
22099	FILE CABINET	N/A
21049	FILE CABINET	N/A
21047	FILE CABINET	N/A
20269	FILE CABINET	N/A
1-1010	NORSTAR PHONE SYSTEM	NNTM845596W5
37682	AQ MONITOR KIT (AIR QUALITY TESTING)2	2120
38364	A6 SAMPLER STARTER KIT (AIR QUALITYTESTING	RG557EX
55240	HP DESKTOP/VIEWSONIC MONITOR/KEYBOARD	2UA501033M
56088	HP LASER JET PRINTER P3005	CNJ1F71462
56083	HP LASER JET PRINTER P3005	CNJ1F74274
14-1014	TWO ROLL-A-WAY CARTS	N/A
37858	HP DESIGN JET PRINTER PLOTTER	SG15D13103
14-1009	NEC MONITOR	31104530GA
40635	NORSTAR PHONE	NNTM60GKBB3M
40632	NORSTAR PHONE	NNTM60GKBB3U
H-2223	NORSTAR PHONE	N/A
34800	NORSTAR PHONE SYSTEM	NT5B10DD
14-1011	AVAYS PHONE (22)	N/A
14-1463	WHITE COOLER	A478220363510C2001012
21415	WATER COOLER	890586754
14-1494	FOUR BROWN TABLES	N/A
28018	GREY TABLE	N/A
27013	BROWN DESK	N/A
H-1388	NORTEL PHONE	N/A
40630	NORSTAR PHONE	NNTM60GJHPNP
H-1334	NORSTAR PHONE	NNTB60GKBTEZ
14-1456	NORSTAR PHONE	N/A
14-1464	NORSTAR PHONE	NNTM60GV7VH

40646	NORSTAR PHONE	NNTM60GKBSALV
32529	NORSTAR PHONE	NNTM040BTR9N
40643	NORSTAR PHONE	NNTM60GKBSBG
40641	NORSTAR PHONE	NNTM60GKBSBF
40642	NORSTAR PHONE	NNTM60GKBB45
14-1489	BROTHER FAX MACHINE	U60283L7J724618
14-1488	SHORTEL 560-TELEPHONE	1049013522
37740	DELL COMPUTER	GQ2D611
37741	DELL COMPUTER	JP3K511
37739	DELL COMPUTER	7PFL211
37842	DELL COMPUTER	4NFL211
37857	QUANTUM SNAP 1000 40GB HARD DR SERVER	135864
35345	CPI COMMUNICATION PHONE-TWO RADIO BASE	9091500
14-1487	CORPORATE EXPRESS SHREDDER MODEL CEBC8	N/A
14-1486	HP 19" MONITOR	CNK53827XS
C-353414-H	2007 CHEVROLET AVALANCHE	3GNFK12337G210977
C-3538-14-B	2003 FORD ESCAPE	1FMYU93103KB42336
C-0046-14-F	1996 DODGE PICKUP 1500	3B7HC13ZXTG132597
C-0045-14-H	2001 CHEVROLET SUBURBAN	3GNEC16T11G197446
C-0043-14-B	2001 MERCURY MOUNTAIEER	4M2ZU66P21UJ02262
C-1135-14-B	1998 CHEVROLET 2500 PICKUP TRUCK	1GCGK29R5WE197524
C-6734-13-F	1999 GMC 1500 SIERRA PICKUP	2GTEC19T3X1542188
C-6905-13-I	1999 GMC 1500 SIERRA PICKUP	1GTGC23R6XF095070
C-5920-13-B	2004 CHEVROLET HC TRUCK	1GCHC29U94E221777
C-5920-13-B	2001 CHEVROLET PICKUP TRUCK	1GCEK19T01E242343
C-5920-13-B	1997 FORD F-150 PICKUP TRUCK	1FTDX1725VNB06819
43893	2007 FORD CROWN VICTORIA	2FAFP71W77X113429
14-1294	6 MAXELL VIDEO CASSETTES 6 HRS. EACH	N/A
14-1295	2 SONY VIDEO CASSETTES 6 HRS EACH	N/A
14-1296	1 C-P7U CASSETTE ADAPTER	N/A
C-0863-14-E	2004 CHRYSLER PT CRUISER	3C4Y48B54T215706
49187	DELL PRECISION T3400 C MINITOWER E7300	3XPY5J1
46804	DELL OPTIPLEX 745 USFF, E4300	HYLQ101
14-1298	DELL 15' MONITOR	OG66566
14-1299	TADIRAN TELECOM/1 OF 10 TEL SET	TSC00040
51399	ZEBRA LP2824 PRINTER DT DPI 512	36J10210250
14-300	HP LASER JET CP 1525 COLOR PRINTER	CNBF180515
C-1051-12-J	2012 GMC DEMALI	1GT125E85CF169202
C-0339-14-B	2008 CHEVROLET SILVERADO	1GCHC23K08F104483
C-0339-14-B	2005 PETERBILT	1XP7D49X15D839003
C-0339-14-B	2000 KENWORTH	1XKWDB9X8YJ831735

C-0339-14-B	1995 CHEVROLET TRUCK	2GCEK19K3S1110848
C-0657-14-J	2006 CHEVROLET COBALT	1G1AK55F667677846
C-7270-13-J	1997 CHEVROLET BALZER	1GNDT13WXV2100981
C-7064-13-J	2005 FORD FOCUS	1FAP34N05W114586
C-3515-14-G	2001 CHEVY SILVERADO	1GCEC14W21Z113561
C-3667-11-A	2005 TEXAS BRAGG TRAILER	17XFG302351058452
C-3667-11-A	1999 FORD F-250 TRUCK	1FTNX21F9XEB83458
C-3230-11-F	2007 TOYOTA TUNDRA	5TFJT52177X001999
C-3230-11-F	2004 FORD F-150 TRUCK	1FTRF02W64KB98617
C-3163-11-B	2000 FORD ECONOLINE	1FDWE35L9YHA70993
C-3163-11-B	10 PLASTIC CONTAINERS	N/A
C-0021-12-E	6 PALLETS OF ASSORTED CANTERA PIECES	N/A
C-1564-11-C	2000 WABASH REERER	1JJV532WYF615085
C-3459-11-E	2002 WABASH TRAILER	1JJV532W02L790399
C-3459-11-E	2000 FREIGHTLINER TRACTOR	1FUPCSEB7YDB06795
C-3629-11-G	1999 FREIGHTLINER-C-3629-11-G	1FUYDSEB4XDB06043
C-3629-11-G	1998 TRAIL MOBILE TRAILER	1PT01ANH2W9000989
C-1346-12-C	30 ROLLS OF METAL INSULATION	N/A
C-1346-12-C	1996 KENWORTH TRUCK	1XKWD69X2TS683771
C-1346-12-C	1997 GREAT DANE TRAILER	1GRAA0621VB102709
C-1922-14-J	2000 TRANSCRAFT TRAILER	1TTF-48207Y1063908
C-5390-13-D	2011 FORD F-250 TRUCK	1FT7W2BT7BEC53175
C-5390-13-D	2006 FREIGHTLINER	1FUJBBCK66LU46399
C-5390-13-D	2000 TRAILMOBILE SEMI TRAILER	1PT01ANH9Y8001761
C-4629-13-E	2008 LOAD 40' TRAILER	5L8CF383881012387
C-4629-13-E	2006 FORD F-250 TRUCK	1FTSX20P06EB42227
C-5047-13-H	2007 PETERBILT TRACTOR	1XP5DB9X77D743505
C-0268-12-E	2001 UTILITY TRAILER W/ARD CRUSHED PLASTIC	1UYVS25311M475313
C-1764-12-I	2.2 POUND GOLD CHAIN	N/A
C-1822-12-I	2008 FORD FOCUS	1FAHP34N58W140517
C-3554-11-H	2001 KENWORTH TRACTOR	1XKWDB9X81R855279
C-3554-11-H	2000 WABASH TRAILER	1JJV532WXYL699679
C-3171-11-C	2001 INTERNATIONAL BOX TRUCK	1HTSCAAM01H361550
C-3171-11-C	2000 INTERNATIONAL BOX TRUCK	1HTSCANN7YH241179

14-1480	HP PHOTOSMART DIGITAL CAMERA	CN69VH72FS
14-1483	SONY DIGITAL CAMERA	7234999
14-1485	HP PHOTOSMART DIGITAL CAMERA	E-C021-04-4849(B)
14-1481	KODAK EASYSHARE CAMERA M532	KCTNU11012677
14-1482	HP PHOTOSMART DIGITAL CAMERA M425	CN69VH41ZM
14-1484	HP PHOTOSMART DIGITAL CAMERA 620	CN2C7060Q8
14-1473	FELLOWS BINDING MACHINE	N/A
14-1479	SONY DIGITAL CAMERA	197988

32546	OKIDATA PACEMARK 3410 PRINTER	804A6005261
14-0098	HP JETDIRECT 170X	SG5A31624F
14-1443	HON GRAY SEC. CHAIR	N/A
14-1443	HON TURQUOISE SEC. CHAIR	MSD1GM
14-1441	HON BLUE SEC CHAIR	M4N4Z2
14-1441	HON MAROON SEC. CHAIR	D0XVFE
14-1106	HON MAROON SEC. CHAIR	DKBJED
14-1087	GRAY WOOD DESK	N/A
10-1087	8 GREEN STACKABLE CHAIRS	N/A
14-1449	HON TEAL GUEST CHAIR W/ARMREST	N/A
14-1096	BROWN WOOD ROCKING CHAIR	N/A
14-1104	24 CASES POWDERED GLOVES (SMALL)	N/A
14-1105	TARP W/FRAME (CANOPY)	N/A
14-0636	HP DESKJET D2530 PRINTER	TH8781341C
14-0637	HP DESKJET D2530 PRINTER	TH878134BM
14-0634	HP DESKJET D2530 PRINTER	TH871133NR
14-0635	HP DESKJET D2530 PRINTER	TH879131KG
14-1090	HP DESKJET D2530 PRINTER	TH879131JK
14-0627	AWANTI MICROWAVE	A339187003509430000090
CA 384-554	EMERSON VCR/DVD COMBO PLAYER	U02371556
14-1102	ANDERSON HICKEY BEIGE METAL CABINET	N/A
14-1103	BROWN FOLDING TABLE	N/A
14-1100	HON GRAY DOUBLE PED DESK	DK8MSV
14-1101	SMALL BLACK TV CART	N/A
14-0648	PANASONIC 27" TV	MB32790971
24523	HON BEIGE 4 DRAWER FILE CABINET	N/A
24796	HON BEIGE 4 DRAWER FILE CABINET	N/A
27472	DESK ORGANIZER	N/A
27471	DESK ORGANIZER	N/A
25475	DESK ORGANIZER	N/A
14-1444	HEALTH O METER INFANT SCALE	434932
14-1085	HON TEAL GUEST CHAIR W/ARMREST	N/A
14-1086	HON TEAL GUEST CHAIR W/ARMREST	N/A
14-0628	HON BLUE GUEST CHAIR W/ARMREST	N/A
14-0629	HON BLUE GUEST CHAIR W/ARMREST	N/A
14-0657	MARRON SEC. CHAIR	DCEVPE
14-0658	MARRON SEC. CHAIR	M4N8AH
25354	HON TEAL SEC CHAIR	F7RH3
25386	HON TEAL SEC CHAIR	N/A
25353	HON BEIGE 4 DRAWER FILE CABINET	N/A
14-0656	HON BLUE SEC CHAIR	3NJMJ9
18397	HON BROWN SINGLE PEDESTAL DESK	N/A
29164	WHITE WESTINGHOUSE FRIDGE	LA44419382
24525	HON BEIGE 4 DRAWER FILE CABINET	N/A
25344	HON BEIGE 4 DRAWER FILE CABINET	N/A

23403	WOOD DESK	N/A
23404	WOOD CREDENZA	N/A
14-1108	WOOD CABINET	N/A
14-0639	HP DESKJET D2530 PRINTER	TH87813401
14-0633	HP DESKJET D2530 PRINTER	TH8781350F
14-0638	HP DESKJET D2530 PRINTER	TH8781348T
14-0632	HP OFFICEJET J4580 ALL IN ONE PRINTER	CN87G361SD
14-0640	HP PHOTOSMART C4780 ALL IN ONE PRINTER	CN042MFOXC
24526	HON BEIGE 4 DRAWER FILE CABINET	N/A
25349	HON BEIGE 4 DRAWER FILE CABINET	N/A
25346	HON BEIGE 4 DRAWER FILE CABINET	N/A
25347	HON BEIGE 4 DRAWER FILE CABINET	N/A
25345	HON BEIGE 4 DRAWER FILE CABINET	N/A
25348	HON BEIGE 4 DRAWER FILE CABINET	N/A
25350	HON BEIGE 4 DRAWER FILE CABINET	N/A
25206	HON BEIGE 4 DRAWER FILE CABINET	N/A
27163	HON BEIGE 4 DRAWER FILE CABINET	N/A
24527	HON BEIGE 4 DRAWER FILE CABINET	N/A
14-0641	HEALTH O METER INFANT SCALE	1522007366
14-0643	HP 1040 FAX MACHINE	CN65UAJBH3
14-0642	HP 1040 FAX MACHINE	CN92KCMBWS
14-0647	HP2140 FAX MACHINE	CNOBABZOMI
32616	MONSTER TABLE RED	N/A
14-1459	80 BLUE STACKABLE CHAIRS	N/A
14-0659	HON PINK SEC. CHAIR	N/A
14-1440	HON PINK SEC. CHAIR	DZDL60
14-1440	HON PINK SEC. CHAIR	DMDLQ0
14-0659	HON PINK SEC. CHAIR	DGDLQ0
14-1445	GRAY METAL SHELF	N/A
14-1089	2 WINTAIR FANS	N/A
14-0644	HP OFFICEJET J4680 PRINTER	CN97KC62G5
14-0695	RELISYS MONITOR	T791441251
14-0646	TRAC VISION SATELLITE	100501289
25502	PRINTER STAND PLASTIC	N/A
28553	HON GRAY DOUBLE PED DESK	IKU63
14-1080	MAGIC CHEF MICROWAVE	KCRM15
14-1083	2 GRAY/BLUE FOLDING CHAIRS	N/A
14-1084	3 BROWN FOLDING CHAIRS	N/A
32767	NORTEL MERIDIAN PHONE SYSTEM	N/A
32768	NORTEL MERIDIAN PHONE SYSTEM	N/A
14-1091	STAPLER SHREDDER	N/A
18739	BROWN GUEST CHAIR W/ARMRESTS	N/A
14-1442	HON TEAL SEC CHAIR	EWTWM
14-1081	BROTHER DP-550CJ TYPEWRITER	H76436401
27470	HON GRAY PLASTIC DESK	N/A

25404	HON GRAY PLASTIC DESK	N/A
25480	HON GRAY PLASTIC DESK	N/A
27412	HON GRAY PLASTIC DESK	N/A
25408	HON GRAY PLASTIC DESK	N/A
25460	GRAY PRINTER STAND	N/A
14-0650	LARGE BLACK TV CART	N/A
14-1098	BLACK TV CART	N/A
14444	BROWN TV CART	N/A
14-1092	HON 4 DRAWER LEGAL FILE CABINET PUTTY	Q4CX5
14-1093	HON 4 DRAWER LEGAL FILE CABINET PUTTY	M75221
14-1094	HON 4 DRAWER LEGAL FILE CABINET BEIGE	MW64NOV
14-1095	HON 4 DRAWER LEGAL FILE CABINET BEIGE	D7Y9TW
49967	LEXMARK C540N PRINTER	9812LRL
25627	DETECTO INFANT SCALE	N/A
14-1450	SANYO TV	V3020470210322
14-0631	MAGNAVAOX VCR/DVD PLAYER	U16085298
14-0630	MAGNAVAOX VCR/DVD PLAYER	U50849180
54044	DORAN INFANT DIGITAL SCALE	D54101592
14-1099	GRAY ROOM DIVIDER	N/A
14-1446	HEALTH O METER ADULT SCALE	N/A
14310	BELL & HOWELL OVERHEAD PROJECTOR	N/A
14-0649	SYLVANIA 27" TV	V23526239
14-0651	SYLVANIA 27" TV	V17518179
14-0654	SYLVANIA 27" TV	V19735136
14-0652	SYLVANIA 27" TV	T077134404
14-0653	TV	SB60591233
14-0655	TV	10AA11955
28229	HON TEAL SEC CHAIR	OGHCG
26244	HON TEAL SEC CHAIR	T7T2H
25361	HON TEAL SEC CHAIR	FSRH3
26247	HON TEAL SEC CHAIR	TKT2H
14-1447	HON TEAL SEC CHAIR	N/A
14-1448	HON TEAL SEC CHAIR	3882BQ
25381	HON TEAL SEC CHAIR	FNJH2
24826	HON MAROON SEC. CHAIR	SEBZQ
14-1097	HON GRAY SEC. CHAIR	N/A
14-1098	HON GRAY SEC. CHAIR	N/A
28770	PANASONIC 20" TV/VCR COMBO	L4AA11783
14423	HON BLACK METAL SHELF	N/A
14-1088	STAPLER SHREDDER	N/A
14-1107	92 BLUE CHAIRS	N/A
14-1151	HP LJ 2200 DN PRINTER	CNRD16160

14-1162	HP LJ P2015 PRINTER	CNB1S50733
14-1500	HP LP 1965 MONITOR	CN493008DG
14-1046	HP LP 1965 MONITOR	CN493008CZ
14-1156	HP LJ 1100 PRINTER	USPD030210
14-1159	HP LJ 1100 PRINTER	USPF030732
14-1150	HP LJ 2100 PRINTER	USGZ212710
34287	HP LH 2100 PRINTER	USGH037547
32022	HP LJ 1100 PRINTER	USDH021199
14-1148	HP LJ 1100 PRINTER	USPD030131
14-1154	HP LJ 1100 PRINTER	USPD030198
14-1045	HP LP 1965 MONITOR	CN493008F5
14-1044	DELL MONITOR	CN-0YG613-71618-677-A928
14-1160	HP LJ 1100 PRINTER	USPD030132
32838	OKIDATA MICROLINE 320 PRINTER	312C1116450
33026	HP LJ 1100 PRINTER	USDH002864
14-1038	HP L1940T MONITOR	CNC6450JWX
14-1048	HP L1940T MONITOR	CNK6300NMH
14-1039	HP L1940T MONITOR	CNC6450JWD
14-1161	HP LJ2015 PRINTER	CNB1S50727
14-1145	HP LJ 1100 PRINTER	USPD039223
14-1155	HP LJ 1100 PRINTER	USPG038809
14-1158	HP LJ 1100 PRINTER	USPF039989
14-1144	HP LJ 1100 PRINTER	USPF030727
14-1034	HP L1940T MONITOR	CNC647006R
ME000103	AAL1714 MONITOR	ETL8091025200069EPQ33
14-1037	HP L1940T MONITOR	CNC64700BM
14-1036	HP L1940T MONITOR	CNC64700C7
14-1031	HP L1940T MONITOR	CNC6405JX3
14-1035	HP L1940T MONITOR	CNK6300NNO
14-1042	HP L1940T MONITOR	CNC6450JQV
33031	HP LJ1100 PRINTER	USBH037481
14-1143	HP LJ1100 PRINTER	USPD030208
33024	HP LJ1100 PRINTER	USDH021185
33023	HP LJ1100 PRINTER	USDH021212
14-1054	LATHEM CLOCK	U-93338
14-1050	HP L1940T MONITOR	CNC6470OBR
14-1041	HP L1940T MONITOR	CNK6300NMG
14-1053	HP L1940T MONITOR	CNC6470OB6
34210	HP LJ2100 PRINTER	USGH052365
34284	HP LJ2100 PRINTER	UDGH037557
14-1157	HP LJ1100 PRINTER	USPF04000
14-1146	HP LJ1100 PRINTER	USPF030730
14-1142	HP LJ1100 PRINTER	USPF040012
14-1147	HP LJ1100 PRINTER	USPE039297
14-1140	HP LJ1100 PRINTER	USPD030211
33025	HP LJ1100 PRINTER	USDH002850
14-1152	HP LJ1320 PRINTER	CNL1K09514

14-1153	HP LJ1320 PRINTER	CNDC5223SW
34281	HP LJ2100 PRINTER	USGH037543
14-1043	HP L1940T MONITOR	CNK6300NMT
14-1033	HP L1940T MONITOR	CNC6470GRJ
14-1040	HP L1940T MONITOR	CNC6450J27
34282	HP LJ2100 PRINTER	USGH037546
14-1149	HP LJ2100 PRINTER	USGH037540
14-1032	HP L1940T MONITOR	CNK6300NMY
14-1047	HP LP1965 MONITOR	CN493008B1
14-1049	HP LP1965 MONITOR	CN49300882
14-1051	HP L1940T MONITOR	CNC6470OBK
14-1141	HP LJ1100 PRINTER	USPD030207
C-6872-13-I	YELLOW MITSUBISHI FORKLIFT	F825151
46200	DELL OPTI PLEX GX 620	6JGT981
43816	HP Business Notebook	CNF5270ZJM
46501	DELL LATITUDE C840	FL6JFZ1
14-0317	FELLOWES P70CM SHREDDER	0347344
14-0313	FELLOWES POWERSHREDDER PS60	060980715B10500134528
43817	HP COMPAQ NX9600	CNF5270ZHV
ME000081	DELL OPTI PLEX GX 270	CSC5G31
42816	HP COPAQ NX9600	CNF5270ZJM
14-0209	BOX BINDING COMBS	N/A
14-0197	HUTCH METAL	N/A
14-0200	RAIL FOR METAL HUTCH	N/A
14-0204	AIR-CABLE ASSBLY.	N/A
14-0198	PART OF HUTCH	N/A
14-0207	ROOF TOP & WALL MOUNT ASSBLY.	N/A
14-0206	BOX OF MISC. CABLE	N/A
14-0205	CABLE ASSBLY.	N/A
14-0210	SUPPLY CORD	N/A
14-0203	CABLE ASSBLY.	N/A
14-0202	CABLE ASSBLY.	N/A
14-0201	CABLE ASSBLY.	N/A
14-0208	ROOF TOP & WALL MOUNT ASSBLY.	N/A
14-0199	HUTCH METAL	N/A
14-0195	SAFE SENTRY 1175	N/A
14-1166	CALCULATOR	N/A
13-1054	FUJITSU FI 4640S	BD0D4260962
41024	FUJITSU FI 4640S	600349
13-1169	BOX MISC. ITEMS	N/A
41883	AMPTROM MONITOR	1123AJA037187
13-1052	IMAGE SCAMER M309	12558
13-1053	FUJITSU M4097D	524146
15952	FILE CABINET 4 DRW	N/A
35331	MID BACK CHAIR BURGABDY	N/A
14-0311	BENCH CHAIR BROWN	N/A
24119	TENSABARRIER	N/A

2472?	TENSABARRIER	N/A
12-0526	GUEST CHAIR	N/A
25927	TENSABARRIER	N/A
41617	FUJITSU FI 4640S	600344
39669	MOTOROLA XX900	621HMJ0296
43968	DELL OPTIPLEX GX520	JP3WYB1
13-0415	DELL OPTIPLEX 320	9SVB1F1
40827	TOSHIBA SATILITE LAPTOP	13075534P
13-1184	BLACK MID BACK CHAIR	N/A
28160	BURGANDY MIDBACK CHAIR	N/A
13-1106	CASH BOX DRW	N/A
12-0525	GUEST CHAIR WOOD	N/A
14-0996	GRAY MID BACK CHAIR	N/A
14-1180	SHARP TV	106663541
12-1280	NEC 70 MONITOR	2611816TA
40062	DELL LATITUDE C840	2RFQ821
14-1178	HP LASER JET P3005N	CNJ1S58184
41080	DELL PRESISION 470	GKVPH71
44274	DELL OPTI PLEX SX280	GTC2J71
310-112	BLUE MID BACK CHAIR	N/A
41994	SERVER	53918
14-0318	BOX MISC. ITEMS	N/A
14-1179	FELLOWES SHREDDER 220-2	EC 0008288
25295	EMERSON TV/VCR	3024B6522415563
47875	DELL LATITUDE D810	B4XJ81
43870	DELL OPTI PLEX GX620	8S3QB1
14-0312	BLACK MID BACK CHAIR	N/A
38412	SAMSUNG MONITOR	GH17HCFT503546Z
13-1110	ADI MICROSOFR MONITOR	310024T02DA0574A
13-0518	DELL MONITOR	CN0U185374445963V5NS
13-1138	DELL MONITOR	CN0GT780713187BQABS8
ME001245	DELL MONITOR	MY0A63044760355HA8WE
12-0570	6X KEY BOARDS	N/A
13-0517	DELL MONITOR	CN0GT780713187BQABR9
53344	DELL MONITOR	CN0K5516716184AV88PQ
13-1134	SAMSUNG MONITOR	LE17H9LP605283D
13-1137	VIEWSONIC MONITOR	PW8055103260
12-0708	APEX TV	DF112208615
13-1106	CASH BOX DRW	N/A
13-0442	ENVISION MONITOR	P5LJ0CD211975
ME001387	BROWN MID BACK CHAIR	N/A
1567	METAL MID BACK CHAIR	N/A
ME001411	SHARP MICROWAVE	132333
ME000124	GRAY MID BACK CHAIR	N/A
ME000125	GRAY MID BACK CHAIR	N/A
13-1106	BOX MISC. ITEMS	N/A
13-1136	BROTHER PRINTER	U61589F0F119060

ME001714	PANASONIC TV	N/A
37514	TOSHIBA	2226523177
12-0547	HP MONITOR L1940T	CNC64700B3
13-1175	STAPLES SHREDDER	N/A
13-1131	STAPLES SHREDDER	N/A
13-1183	BROTHER TYPEWRITER ML300	U53081M7K104519
36337	IBM TYPEWRITTER	11VY126
13-1183	BLUE MID BACK CHAIR	N/A
13-1132	BOX MISC. ITEMS	N/A
13-0477	BOX MISC. ITEMS	N/A
34204	CANON IMAGE RUNNER 2105	NPR01713
28302	ORANGE ROLLING CHAIR	N/A
25709	BROWN ROLLING CHAIR	N/A
27330	ORANGE ROLLING CHAIR	N/A
11-0688	BURGUNDY HIGH B ACK CHAIR	N/A
13-1094	GRAY ROLLING CHAIR	N/A
H-1649	BLACK ROLLING CHAIR	N/A
13-1245	BOX OF SHORTEL PHONES	N/A
13-1135	DELL MONITOR	000711121
13-1142	ORANGE ROLLING CHAIR	N/A
11-1252	UPC BACKUP BATTERY	20204814729WG
13-0806	BOX OF MISC. EQUIP.	N/A
AD-097-32	BOX OF MISC. EQUIP.	N/A
13-1005	BOX OF MISC. EQUIP.	N/A
31119	LUCENT PHONE	97SP42141106
30861	LUCENT PHONE	97SPL8123211
30854	LUCENT PHONE	97DP22143299
31113	LUCENT PHONE	97DP42141100
31121	LUCENT PHONE	97DP41106594
31118	LUCENT PHONE	97DP42141101
31117	LUCENT PHONE	97DP42141098
31114	LUCENT PHONE	97SP42141104
31116	LUCENT PHONE	97SP42141105
13-1108	MISC. EQUIP	N/A
11-0029	MISC. EQUIP	N/A
13-1109	MISC. PHONES	N/A
11-0016	DICTAPHONE RECORDER	757106986
11-0015	RADIOSHACK RECORDER	NO SERIAL
11-0017	RECORDER	NO SERIAL
11-0014	RECORDER	NO SERIAL
11-0020	RECORDER	NO SERIAL
34255	BURGUNDY ROLLING CHAIR	N/A
H-2347	BURGUNDY OFFICE CHAIR	N/A
13-1146	GUN HOLSTERS	N/A
13-0266	GUN BELTS	N/A
27018	DESK/WHITE	N/A
13-1145	BOX OF BINDERS	N/A

11-1250	BELKIN BACKUP BATTERY	20204814734W6
17376	BROWN WOODEN CHAIR	N/A
13-0435	POWER SUPPLY	N/A
13-0416	KEYBOARDS	N/A
13-0400	KEYBOARDS	N/A
13-0412	MOUSE	N/A
13-0413	DELL OPTIPLEX 330	9R8GDF1
13-0406	CD'S	N/A
13-0402	KEYBOARDS	N/A
13-0411	SPEAKERS	N/A
13-0438	KEYBOARDS	N/A
13-0435	MISC. CABLES	N/A
13-0436	MOUSE	N/A
13-0407	CD/S	N/A
13-0404	BACKUP BATTERY	N/A
13-0410	CABLES	N/A
13-0408	CD'S	N/A
13-0405	CD'S	N/A
13-0409	CD"S	N/A
13-0403	KEYBOARDS	N/A
13-0401	KEYBOARDS	N/A
13-0437	KEYBOARDS	N/A
13-0838	BURGANDY CHAIR	N/A
ME000127	BLACK HIGH CHAIR	N/A
11-0028	AURORA SCANNER HP202	101502
37411	GRAY CHAIR	N/A
32988	IBM WHEELWRITER 1000	11PCV87
43869	DELL OPTIPLEX SX280	2TK2J71
13-0869	PANASONIC SYSTEM CONTROLLER	96A01527
13-0705	DELL KEYBOARD	0N6250-71616-561-06V0
43866	DELL OPTIPLEX SX280	4TK2J71
13-1137	SAMSUNG MONITOR 795	LE17H9LP605272H
43868	DELL OPTIPLEX SX280	3HG6961
42898	DELL OPTIPLEX SX280	DKPV961
13-1170	LOGITECH KEYBOARD	N/A
13-1172	DELL MOUSE	N/A
13-1171	DELL KEYBOARD	ORH659-73571-0AC-01PL
42279	DELL OPTIPLEX SX280	34PLP71
13-1179	DELL MONITOR	0RY979-74261-7CH-0MJL
42751	BELKING LAPTOP	231160430280
43867	DELL OPTIPLEX GX270	95KWL41
47909	DELL OPTIPLEX 755	7YKGDF1
46201	DELL OPTIPLEX GX620	JLNCVB1
13-1107	DELL DIMENSION C521	9DK07C1
13-1178	BOX OF KEYOBARDS	N/A
13-1181	XEROX SCANNER	0545CQ1557
37491	HP PRINTER 4100N	USJMF17578

13-0479	BOX OF KEYBOARDS	N/A
13-1130	SHARP FAX	60113016
41423	TOSHIBA 36" TV	90798467A
13-1139	DELL MONITOR	CND6-47957-16185-8MGA33
13-0471	NEC MONITOR	1X04953CA
13-0471	NEC MONITOR	1X04960CA
13-0474	DELL MONITOR	0H31771618576AM95
13-0475	AMPTRON MONITOR	ZA54302C00398
13-1180	XEROX SCANNER	710CN57300312EU
43777	GBC BINDING MACHINE	P1P0300
42900	OPTIPLEX SX288	6NPQ761
13-1176	ACER MONITOR	099802132088
5621-00-34	GREEN BOOKSHELF	N/A
21737	BROWN DESK	N/A
3833	HON BEIGE 4 DRAWER FILLING CABINET	N/A
131177	BOX OF MISC CABLES	N/A
20318	BOOK CART	N/A
13-0058	BROWN DESK	N/A
ME000123	HIGH CHAIR ROLLING	N/A
13-0540	ROLLING CHAIR	N/A
13-0273	DELL KEYBOARD	N/A
26536	OFFICE CHAIR WITH ARMS	N/A
24375	ORANGE ROLLING CHAIR	N/A
19468	COMPUTER CART	N/A
13-1120	GRAY ROLLING CHAIR	N/A
34046	RED ROLLING CHAIR	N/A
14-0661	EXCUTIVE ROLLING CHAIR	N/A
13-0457	HIGH ROLLING CHAIR	N/A
11-0360	BOX OF MISC. COMPUTER ITEMS	N/A
14-0662	OFFICE CHAIR GREEN	N/A
14-0663	OFFICE CHAIR GREEN	N/A
14-0664	OFFICE CHAIR GREEN	N/A
11-0369	WHITE CUBICLE	N/A
13-1152	LAMP	N/A
14-0665	YELLOW STOOL	N/A
14-0666	BURGUNDY CHAIR	N/A
11-0919	END TABLE	N/A
13-1119	MIDDLE SEAT	N/A
13-1117	BOX OF MERIDIAN	N/A
41844	ACER COMPUTER	33018613
38863	GMAX COMPUTER	0220000962
38879	ACER COMPUTER	51520978
41846	ACER COMPUTER	33016614
43294	ROUTER 5012	SHQF4Y0000187
41049	GAMX COMPUTER	04719331591137
41047	GMAX COMPUTER	33016581
41840	GMAX COMPUTER	33016441

28170	GREEN CHAIR	
22872	WAITING CHAIR	
41046	GMAX COMPUTER	04719331591137
14-0668	ROLLING CART	
14-0669	ROLLING CART METAL WHITE	
33304	CISCO 2600	8HN030203W8
11-0359	BOX OF MISC. ITEMS	
11-0669	CISCO 2600	8HN030204DG
33348	CISCO ROUTER	SH4038284CB
39710	APC BATTERY BACKUP	BK350
41854	CLONE COMPUTER	33017079
13-1202	DELL MONITOR	0K5516716184BDAAAX
14-0670	NOTEBOOK	NC285028-0105
14-0671	DELL OPTIPLEX GX2620	2JGT981
14-0672	PREVIEW MONITOR	FGVZ332813846
14-0673	DELL MONITOR	CN0H-C317216-18576A-MAU
151	BROWN DESK	N/A
14655	BROWN DESK	N/A
10136	BROWN DESK	N/A
11-0918	BROWN DESK	N/A
13-1127	RH RETURN TO A DESK	N/A
13-0551	CORDLESS HEADPHONE	N/A
36632	HP 315 CAMERA	N/A
13-0550	CYBERSHOT P73 CAMERA	N/A
13-0554	VICTOR CALCULATOR	N/A
13-0555	VICTOR CALCULATOR	N/A
13-0552	NOKIA 252 CELL PHONE	N/A
13-0553	NOKIA 5165 CELLPHONE	N/A
13-0558	PAGER	N/A
13-0560	PAGER	N/A
13-0557	PAGER	N/A
13-0559	PAGER	N/A
13-0556	MAXELL CASSETTES 10PC	N/A
42551	ACER MONITOR	ETL1809-0314330-084A-PQ02
13-0476	BOX OF KEYBOARDS	N/A
13-0549	SAFCO CART	N/A
14-0660	BOX W/MOUSE	N/A
13-0547	BOX OF KEYBOARDS	N/A
13-0541	CORPORATE SHREDDER	N/A
13-0543	BOGAN MICROPHONE	N/A
38249	COMPUTER GMAX	N/A
13-1128	BOX MISC. CABLES	N/A
11969	GRAY DESK	N/A
21433	EXECUTIVE BROWN CHAIR	N/A
11-0352	DELL OPTIPLEX 5100	GRHK1
11-0349	DELL OPTIPLEX GS	8NZ6J
11-0353	DELL OPTIPLEX 5100	GRHK8

11-0351	DELL OPTIPLEX 5100	GRHK3
13-1123	DELL OPTIPLEX 5100	GRHJT
13-1124	DELL OPTIPLEX 5100	GRHKF
13-0473	DELL A/C ADAPTER	N/A
45627	DELL OPTIPLEX GX620	3LSMCB1
13-1126	CHAIR WITH ARM REST	N/A
33303	CISCO 3600	47-4370-01A0
43297	3COM ROUTER	9HQF4Y0000119
13-1121	PHILLIPS MONITOR 107B5	BZ000504140299
13112	CISCO POWER 600	ZAED4525
13-0563	HP MONITOR	CMC907NX60
14-0674	GUEST CHAIR BROWN WOOD	N/A
13964	FILE CABINET LATERIAL	N/A
11-0356	NOTEBOOK EXPANTION BASE	N/A
ME001447	EVERFOCUSE DVR	EDSR900N
32537	NORSTAR PHONE	NT8B20AFM7317
H 1783	NORSTAR PHONE	NT8B20AB-93M7310
13-1166	NORSTAR PHONE	N/A
13-1165	NORSTAR PHONE	NT8B30AEM7208
T-219	NORSTAR PHONE	N/A
13-1164	NORSTAR PHONE	NT8B30ABM7208
13-1163	NORSTAR PHONE	NT8B20ABM7310
13-1161	LUCENT TECH RESONAL INF CENTER	B019GD
32501	NORSTAR PHONE	NT8B20AFM7310
37651	NORSTAR PHONE	NT8B30ABM7208
13-1162	NORSTAR PHONE	N/A
40624	NORSTAR PHONE	NNTM60GDH422
13-1157	NORSTAR PHONE	NNTM60G6TWAX
13-1160	NORSTAR PHONE	NNTM60G6TWAM
40626	NORSTAR PHONE	NNTM60GJTZWK
33028	NORSTAR PHONE	N/A
13-1158	NORSTAR PHONE	NNTM60GKBSAH
32506	NORSTAR PHONE	NNTM040CJBR3
13-1156	NORSTAR PHONE	NNT087593438
13-1159	NORSTAR PHONE	N/A
H 1646	NORSTAR PHONE	NNTM60GKBSD6
H 2125	NORSTAR PHONE	ATI205046
H 1433	NORSTAR PHONE	ATI205086
H 1641	NORSTAR PHONE	NNTM60GH2YGX
H 1398	NORSTAR PHONE	NNTM60G96W7B
14-0675	MERIDIAN PHONE	931100
43295	3 COM ROTER 5012	9HQF4Z0000039
33349	CISCO 2600	SHN03204DK
43296	3 COM ROTER 5012	9HQF4Y00001C4
38857	GMAX PC	0220001007
41051	GMAX PC	G04P080046
13-1167	BOX MISC	N/A

13-1151	HP LASER JET 2420DN	JPDGR08162
38856	GMAX PC	0220001165
31535	High Back Chair	N/A
38135	HP DESK JET 350	SG00Q120KW
H 2773	NEC MONITOR	54148312NA
36821	MERIDIAN PHONE	NNTM040EIEP4
38222	NORSTAR PHONE	NNTM84561GW
32542	NORSTAR PHONE	NT5832FA93
32544	NORSTAR PHONE	NNTM040BDZZ7
33027	NORSTAR PHONE SYSTEM	N/A
13-1116	PHONE SYSTEM	N/A
H 2834	TABLE	N/A
H 2838	TABLE	N/A
H 2835	TABLE	N/A
28191	DESK	N/A
18653	DESK	N/A
14-0676	WOOD SHELF	N/A
14-0677	WOOD SHELF	N/A
11-0370	CORK BOARD	N/A
14-0678	CORK BOARD	N/A
12-0550	SHELF	N/A
11-0870	METAL HUTCH	N/A
11-0269	MAIL SORTER	N/A
34278	DYMO LABEL WRITER TURBO	17-0008973
34276	DYMO LABEL WRITER TURBO	17-0008916
34275	DYMO LABEL WRITER TURBO	17-0008328
ME001016	HUTCH	N/A
AD-099-81	METAL SHELF	N/A
AD-119-14	BOX OF SUPPLIES	N/A
AD-099-82	METAL SHELF	N/A
12-0545	DOUBLE PEDESTEL DESK BROWN	N/A
20566	DESK	N/A
ME001492	BOX OF SUPPLIES	N/A
ME001493	BOX OF SUPPLIES	N/A
ME001490	BOX OF SUPPLIES	N/A
11-0913	BAG OF FOLDERS	N/A
12-0521	DESK	N/A
41162	SONY DIGITAL HAND CAMERA	396129
14-1060	KONICA MINOLTA 600	TIS2526
11-0935	LATERAL FILE 2 DRAWER	N/A
23156	CHAIR WITH ARM REST	N/A
11-1256	FELLOWES PAPER SHREDDER	N/A
H-1107	HI BACK OFFICE CHAIR	N/A
31643	RCA COLOR TRACK PLUS	914631346
11-0040	BOX OF MONITOR STANDS	N/A
14-1061	KEYBOARD/MONITOR BOX	N/A
13-0440	MISC. CABLES	N/A

13-0421	DELL TRUE MOBILE WIRELESS MODEM	N/A
13-0868	PANASONIC PHONE	2JBFB042592
13-0420	DELL TRUE MOBILE CARD	N/A
13-0421	DELL TRUE MOBILE CARD	TW-02N355-70220-316-08HR
13-0431	2 POWER CORD	453070800151R
13-0432	POWER CORD	CN-05120P-48402-49L-1LGI
13-0434	POWER CORD	CN-05120P-74210-184-02D6-A05
13-0433	2 SERIAL PORT	089G174ELAA
13-0430	USB CORD	45303000230R
13-0410	2 WHITE AND BLUE MODEX SERIAL PORTS	CN-0X2026-48402-494-01LD
13-0440	SET UP COMPUTER CORDS	453070800150R
13-0427	1 POWER CORD	CN-01045D-25960-2BF-AYAH
13-0425	TV CORD	CN-044CTV-47110-2A7-1304
13-0426	TV CORD	CN-044CTV-47110-29G-1716
13-0429	DELL MOUSE	CN-011D3V-71581-181-256L-A
13-0441	CORDLESS MOUSE-LOGITECH	LZB13767420
13-0424	DELL BATTERY MODULE	JP-08T993-48330-31L-FOSX
13-0428	2 PRINTER SERIAL CORDS	453030300471R
13-0422	DELL BATTERY MODULE	JP-01J433-42012-2BR-0795
13-0423	DELL BATTERY MODULE	JP-01J433-42012-2BR-0794
37516	VIW SONIC VIEW PANEL MONITOR VG150B	1Q4230647
40062	DELL LAP TOP	2RFQR21
13-0415	DELL PC OPTIPLEX 320	9SVB1F1
13-0418	DELL KEYBOARD	CN-0CJ34437172-665-0AXQ
13-0417	WIRELESS MOUSE LOGITECH	N/A
13-0416	LOGITECH CORDLESS MOUSE & KEYBOARD	LZE12959571
13-0419	CORDLESS MOUSE & KEYBOARD RECEIVER	LZE13663165
AD-092-206	COMPUTER CARRING CASE	N/A
14-1062	NOTEBOOK COMPUTER 1100P	N1009E1P14071
22725	BURGANDY CHAIR	N/A
14-1063	CHAIR	N/A
14-1064	CANON GP200	N/A
33722	PANASONIC 24" TV	N/A
13-0699	CROWD CONTRO (2)	N/A
11-0719	(3) CAMERAS	N/A
14-0008	BROTHER INTELLIFAX 4750E	US02A3B5J224111
13-1212	BOX OF MISC. ITEMS	N/A
13-1210	BOX OF WIRES	N/A
11-0373	BOX OF TONER	N/A
13-1707	MISC. CABLES	N/A
AD-119-9	BOX OF TONER	N/A
13-1200	BOX OF OFFICE SUPPLIES	N/A
11609	4 DRAWER FILLING CABINET	N/A

13-1213	TELEVISION MOUNT	N/A
41026	DELL OPTIPLEX SX280	3MJ4M21
13-1197	DELL DIMENSION C571	6DK07C1
13-1199	BOX OF MISC. CABLES	N/A
43070	DELL OPTIPLEX SX280	B294961
13-0519	BOX OFKEYBOARDS	N/A
43069	DELL OPTIPLEX SX280	HZ9Y961
13-1208	BOX OF RADIO CHARGERS	N/A
AD-899-191	PRINTER HP DESKJET 940N	N/A
ME001601	CHAIR	N/A
13-1196	BOX OF OFFICE SUPPLIES	N/A
13-1195	OFFICE CHAIR	N/A
25865	GRAY METAL DESK	N/A
12-0510	HEATERS (2)	N/A
37519	DELL INSPIRON	DL58211
33527	COMPAQ ARMADA	3J8BBZW6WC0B
33459	COMPAQ ARMADA	3J8BBZW6VF23
44328	TOSHIBA TECHRA TABLET	85096017H
44327	TOSHIBA TECHRA TABLET	85095753H
13-1194	CHAIR	N/A
13-0396	BOX OF OFFICE SUPPLIES	N/A
13-0397	BOX OF CALCULATORS/TAPERECORDER	N/A
13-0398	BOX OF KEYBOARDS	N/A
49389	HP DC7900	MXL9331L61
ME000299	EMERSON TELEVISION	V28431398
13-0701	HP DESKJET 6122	M43AR28146
13-1193	DELL MONITOR	CN0K55167-16184-AVA-AAZ
13-0382	BOX OF SUPPLIES	N/A
13-0695	BOX OF OFFICE SUPPLIES	N/A
13-1189	COFFEE TABLE	N/A
13-0695	BOXC OF OFFICE SUPPLIES	N/A
13-1191	BLUE OFFICE CHAIR	N/A
13-1009	BOX OF OFFICE SUPPLIES	N/A
42513	DELL OPTIPLEX SX280	GLPV961
13-1008	STAMPERS	N/A
1557	5 DRAWER CABINET	N/A
13-1007	BOX OF SUPPLIES	N/A
13-1006	BOX OF SUPPLIES	N/A
13-1187	4 DRAWER FILLING CABINET	N/A
13-0698	SAMSONITE FOLDING CHAIR	N/A
13-1190	DELL DOCK	CN-0M85384864355V0684
ME001502	BELKIN DRILL 18 VOLT	N/A
13-0696	BROKEN CALCULATORS	N/A
12-1282	NEOVO MONITOR	CAF17C0B24001275
13-1188	BROWN END TABLE	N/A
12-1281	DELL MONITOR	CN0GT7807161883NAACR
12-0516	BOX OF MISC. SUPPLIES	N/A

11-0036	CD ROM TOWER	N/A
20866	BROWN DESK	N/A
13-1004	BOX OF OFFICE SUPPLIES	N/A
12-1027	COMPUTER BAG	N/A
13-0392	MONITOR STAND	N/A
13-1186	STAPLES SHREDDER	N/A
12-1033	CAMERA CASE	75013782
12-1037	TOSHIBA DOCK	N/A
13-1003	BOX OF CALCULATORS/TAPERECORDER	N/A
12-1283	BOX OF MISC. SUPPLIES	N/A
11-0660	BOX OF MISC. SUPPLIES	N/A
28199	GREY METAL DESK	N/A
13-0700	BOX OF BROKEN STAPLERS	N/A
14-1066	HUTCH	N/A
11-0075	BOX OF MISC. SUPPLIES	N/A
22791	BROWN DESK	N/A
H-2128	STAPLES SHREDDER	E02100700751
12-1038	BOX OF MISC. SUPPLIES	N/A
11-0447	MARANTC TAPERECORDER	N/A
11-1253	BOX OF MANUALS	N/A
28927	DESK	N/A
11-0446	BOX OF SECURITY CAMERAS	N/A
14-1067	BOX OF SUPPLIES	N/A
12-1042	CHAIR	N/A
ME001659	ELECTRIC PUNCH	TF64195H
H-2128	SHREDDER	E02100700751
AD-031-070	END TABLE	N/A
AD-099-174	MIGHT LITE VACCUM	0007001369
22890	TABLE	N/A
12-0548	BELKIN BACKUP BATTERY	2B033044435W4
13-0702	RETURN	N/A
ME001145	DESK TOP FROM A TABLE	N/A
12-0551	BULLETIN BOARD	N/A
12-0552	PLANNER	N/A
24349	DESK	N/A
AD-099-196	2 DRAWER LATERAL FILE	N/A
14-0869	5 DRAWER LATERAL	N/A
AD-119-11	BOX OF SUPPLIES	N/A
770	5 DRAWER FILLING CABINET	N/A
20321	LUXOR ENTERTAINMENT CENTER	N/A
12-0549	RETURN	N/A
11-0323	METAL SHELF	N/A
AD-099-80	METAL SHELF	N/A
17118	BURGANDY CHAIR	N/A
12-1036	MONITOR MPC	F175015019694
24409	BURGANDY ROLLING CHAIR	N/A
24407	BURGANDY ROLLING CHAIR	N/A

AD-119-5	BOX OF INK CARTRIDGES	N/A
12-0515	BOX OF MISC. SUPPLIES	N/A
38939	VIKING DIGITAL AMP.	N/A
11-0041	COMPONENT SHELF	N/A
AD-119-8	BOX OF TYPEWRITER SUPPLIES	N/A
AD-119-6	BOX OF INK CARTRIDGES	N/A
12-1023	HP PRINTER 4100N	CN83A180T8
13-1198	BOX OF KEYBOARDS	N/A
12-1284	KEYBOARD DELL	N/A
13-0385	KEYBOARD DELL	N/A
12-1285	QTRONIX KEYBOARD	N/A
13-0386	DELL KEYBOARD	N/A
12-1286	AOPEN KEYBOARD	N/A
4072	END TABLE	N/A
H-1140	PRINTER TABLE	N/A
41349	RECEPTION AREA CUBICLE	N/A
14-1068	PRINTER STANDS PLASTIC	N/A
37515	MONITOR NEC	1803679CA
48003	CISCO 3310 SERVER	MX280402UF
23161	ORANGE CHAIR	N/A
47666	REGULATORY CONTROLLER IX3150	TW313781016
48616	SCE3 UPGRADE KIT + CARRIERS	N/A
40985	DELL POWEREDGE	J031S21
48005	CISCO 3390	MXQ751A0XA
47667	REGULATORY CONTROLLER IX3150	TY60388N013
48617	SCE3 UPGRADE KIT + CARRIERS	N/A
14-1182	FUJITSU 4640S	93MRS81
44678	DELL LATITUDE D510	77563509
34205	TOSHIBA TV	N/A
13-1205	PELCO SECURITY (2)	JMX0807U096
42269	CISCO 800 SERIES	TW09E249466352CPOL3L
13-1214	DELL MONITOR	0926000054
13-1217	IMPRESSION MONITOR	JMX0738RJ0P
42268	CISCO 800 SERIES	N/A
14-0125	ALUMINUM DOLLY	0040F9-170787
13-1250	CISCO 770 SERIES	0500025557
ME000294	COSMOS SUPERLINK	JMX0807U095
12-1249	CISCO 800 SERIES	N/A
12-1030	BELKIN COMPUTER CASE	SBAY1Y0QF9
33253	SYNOPTICS HUB	SBAY1Y0QF9
29515	SHARP CALCULATOR	5D009948
43102	LATHEM TIME CLOCK	U-105971
12-1035	MPC MONITOR	F17501507275
42586	DELL 1700 N PRINTER	G3YB951
41882	AMPTRON MONITOR	N/A
39702	HP LASERJET 4100N	JPLGD43819
12-1034	MPC MONITOR	F175015019465

14-1183	XEROX DOCUMATE 510	701CN10712591300125
13-1218	DELL MONITOR	CN0M16094663342H21J5
13-1251	HP DESKJET 820CSE	SG74E19256
13-1211	NEXTEL TELEPHONE	N/A
12-1258	CISCO 2600 SERIES	JMX0834L245
12-1078	COSMOS SYPERLINK	05000Z5693
13-0393	DESK DRAWER	N/A
12-1022	HP OFFICEJET 5510	MY3ATC10PZ
13-1253	SHARP FAX MACHINE	67150174
46928	SURVIVALINK FIRST SAVE AED	819307
46929	SURVIVALINK FIRST SAVE AED	815725
12-0544	CANON CALCULATOR	2038117
13-1254	HP SCANJET 4470C	CN15C1D0D3
41472	SAMSUNG MONITOR	GH17HVEW113597V
13-1257	MOTOROLA V34R	5304272
53359	DELL OPTIPLEX SX280	BHQ3461
13-1204	HP 1010 FAX	CN482AI0TJ
12-1216	WYSE MONITOR	01316700210
13-1209	LATHEM TIME STAMP	U-108181
14-0015	DELL LATITUDE	9JVCM21
ME001709	DELL LATITUDE D610	3HT0V71
14-1181	XEROX DOCUMATE 510	750CN107CG591300385
13-1255	HP DESKJET	MX8A511123
11-0341	BOX OF INK	N/A
35703	OKI DATA MICROLINE	AE87048944G0
ME001487	RETURN	N/A
13-1252	DELL MONITOR	CN-04P12147-80433-TCTGH
13-1247	TRIP LIGHT	9532ALCBP576700209
13-1215	SMALL OFFICE CHAIR	N/A
14-1069	ROLLING OFFICE CHAIR	N/A
14-0005	COMPUTER SERVER BLACK	HUL4H07119
13-0459	3 DRAWER FILING CABINET	N/A
13-1246	DELL POWEREDGE 1815	2VD2971
48004	CISCO 3310 SERVER	MX280402UV
13-0418	DELL KEYBOARD	N/A
14-0009	APC BATTERY MODULE	QD0840350003
14-0010	APC BATTERY MODULE	QD095025319
41617	DELL OPTIPLEX GX280	FB34H71
14-0016	FELLOWES SHREDDER 220-2	N/A
38376	DELL DIMENSION 4500	F2ARR11
14-0011	BOX OF KEYBOARDS	N/A
14-0006	DELL 5310N PRINTER	4B8W4B1
14-0014	3 DRAWER FILING CABINET	N/A
13-0013	3 DRAWER FILING CABINET	N/A
14-0012	3 DRAWER FILING CABINET	N/A
13-1221	HP TC1100	KRD45107BZ
13-1220	CICSCO 2600 SERIES	JMX0636L1GG

13-1219	VINE SERVER	N/A
C-0259-14-G	1995 CHEVROLET SILVERADO Z-71	1GCEK19S7SE174549
C-0259-14-G	STEHL CAR TOW DOLLY	N/A
14-1167	LOVE SEATS (2)	N/A
14-1168	PLAYGROUND EQUIPMENT (CURRENTLY LOCATED AT PALMER PAVILION SOUTHWEST NEAR THE KITCHEN)	N/A
C-3902-14-E	1999 FORD F-150 EXT. CAB	1FTRX07L6XKA01560
NT-0109	RED OFFICE CHAIR	N/A
NT-0108	BLACK LEATHER CHAIR	N/A
NT-0111	BLACK LEATHER CHAIR	N/A
13-0362	OFFICE CHAIR	N/A
NT-0110	BLUE OFFICE CHAIR	N/A
NT-0112	BLACK LEATHER CHAIR	N/A
13-0713	TEAL CHAIR	N/A
NT-0114	BLACK CHAIR	N/A
NT-0113	BLACK LEATHER CHAIR	N/A
24429	GUEST CHAIR	N/A
NT-0115	OFFICE CHAIR	N/A
14-0295	BLUE OFFICE CHAIR	N/A
NT-0116	BLACK LEATHER CHAIR	N/A
24418	CHAIR	N/A
13-0369	BOX OF SUPPLIES	N/A
13-0378	BOX OF BOOKS	N/A
13-0336	SUPPLIES	N/A
13-0334	LABELS	N/A
13-0335	LABELS	N/A
13-0388	MAGNIFYING GLASS	N/A
13-0334	LABELS	N/A
13-0361	HEADPHONES	N/A
13-0360	MULTI-MEDIA SPEAKERS	N/A
13-0366	PENCIL SHARPENER	1950X
13-0368	HP ADAPTER	4015342431R09
13-0377	BOX OF SUPPLIES	N/A
13-0367	ROLODEX	N/A
13-0916	FAN	N/A
13-0917	FAN	N/A
13-0363	MICROWAVE	13298
13-0290	COMPUTER STAND	N/A
13-0737	LIGHTS	N/A
13-0759	Two Light Assembly	N/A
13-0913	Husqvarna Blower	90519027
13-0734	2-Rolls of Tarp Assembly	N/A
ME001312	BLACK CHAIR	N/A
13-0720	20' Ton Hydraulic Jack	N/A
13-0733	WEED SPRAYER	N/A

13-0735	Internal Sub-Assembly	N/A
13-0899	SNAPPER LAWNMOWER	Not Readable
37948	Pole Saw	5170
13-0901	BROKEN CHAIR	N/A
40139	Poulan Chainsaw Pro 295	1L228L406
13-0721	8 Inch Dayton Grinder	1Z707-N
13-0909	Ryobi Blower	E212T32000015
AA001839	SNAPPER LAWN MOWER	2000874440
13-0727	Nesco Jack stand	N/A
13-0728	Shop Creepers	N/A
54041	ECHO PPT-265S PRUNNER	E09412003452
51543	ECHO PPT-265S PRUNNER	Missing Serial
13-0912	Blower	80330681
AA001837	SNAPPER LAWN MOWER	2000874438
AA001951	SNAPPER LAWN MOWER	1G229K36033
AA001840	SNAPPER LAWN MOWER	2000874441
NT-0017	Pressure Gauge	N/A
13-0724	ECHO PPF-210 PRUNNER	9005020
13-0723	Makita Grinder	N/A
55546	Tool Box	N/A
13-0725	Retractable Air Hose	N/A
49594	Ranch Hand Brush Guard	N/A
55267	Ranch Hand Brush Guard	N/A
13-0757	Tool Box	N/A
13-0844	Foot Stool	N/A
24391	Apollo Projector	120641
ME003007	Chair	N/A
48243	DELL OPTIPLEX 755	33DYBG1
50449	DELL OPTIPLEX 760	CC4ZFK1
49662	POWER VAULT 12014	6KKNNRG1
14-1325	P-TOUCH QL550	U-61051-C7G211109
14-1323	COMPUTER STAND	N/A
14-1320	COMPUTER STAND	CN-0G44467287217M18UN
14-1327	COMPUTER STAND	FFQ-000005Q37G02100111242045A
14-1324	MONITOR	CN-OCC2807161871KGBFW
14-1226	MISCELLANEOUS BOX	N/A
47518	DELL OPTIPLEX SX 280	7519071
14-1328	MISCELLANEOUS BOX	N/A
14-1321	COMPUTER STAND	N/A
14-1322	COMPUTER STAND	N/A
47859	DELL OPTIPLEX SX280	4JQQC61
14-1319	7 MINUTE BINDER PAPER	N/A
14-1339	9 TAX MINUTE BINDERS	N/A
14-1338	3 CRIMINAL MINUTE BINDERS	N/A
14-1337	3-JERSEY COVER LETTERHEAD FINISH BOLD BLUE	N/A

14-1329	2-OPTIPLEX 780-ALL IN ONE STAND ONLY	N/A
C-0259-14-G	1995 CHEVROLET SILVERADO Z-71	1GCEK19S7SE174549
C-0259-14-G	STEHL CAR TOW DOLLY	N/A
14-1124	3 BROKEN FOLDING CHAIRS	N/A
14-1125	23 CRIMINAL MINUTE BINDERS	N/A
14-1126	15 TAX MINUTE BINDERS	N/A
14-1111	HP LASERJET PRINTER P4015N	CNDY127575
46843	HP LASERJET PRINTER 4250N	CNRXJ77606
14-1110	BROTHER INTELLIFAX 2820	U61325G8N624197
56199	ZEBRA TL 2844	41J121703728
14-1112	FELLOWS SHREDDER RS70-2	PS70-2020521E10099195
14-1113	12A HP LASERJET TONERS	N/A
14-1114	42A HP LASERJET TONERS	N/A
14-1115	TONER CARTRIDGE BROTHER TN-430	N/A
14-1116	2 TAX MINUTE BINDERS # 107 & 108	N/A
14-1117	BROTHER DR350 DRUM UNIT	N/A
48189	DELL OPTIPLEX 755	9NHKG1
14-1118	6 DELL MONITOR STANDS	N/A
14-1119	MISC. ITEMS BOX 1	N/A
14-1120	MISC. ITEMS BOX 2	N/A
14-1121	MISC. ITEMS BOX 3	N/A
14-1122	MISC. ITEMS BOX 4	N/A
14-1123	MISC. ITEMS BOX 5	N/A
47515	DELL OPTIPLEX SX280	9319071
47519	DELL OPTIPLEX SX280	4419071
47510	DELL OPTIPLEX SX280	1319071
53323	KODAK i1320	44841895
14-1169	SAMSUNG VIDEO INTERCOM TELEPHONE	69WYA0064
47526	DELL OPTIPLEX SX280	D519071
49533	HP LASERJET CM1312	CNB884J9CR
14-1305	SHORTEL 560-TELEPHONE	1049013533
14-1304	CANON MP75DV	E-161008
14-1306	ST1HL	288273758
49966	ECHO SRM780U	575012005474
14-1307	ECHO SRM 265	573311016955
45274	DELL OPTIPLEX G620	6CL6D91
AA001322	3 CARPMENT SINK WITH FAUCET	N/A
48656	DELL OPTIPLEX 755	95SNNH1
14-1312	HP MONITOR	3CQ9211XKT
14-1314	BOX OF MIS CABLES/WIRES	N/A
14-1313	BOX OF MIS ITEMS	N/A
51311	MCKITA DPC 7331	909306115
14-1309	MCKITA DPC 7331	710204009
14-1308	ELECTRIC MOTOR PUMP SYSTEM	N/A
14-1310	HYDRULIC JACK	N/A

44506	DELL OPTIPLEX GX270	6K70651
45284	MANITOWUE ICE MAKER	110109677
14-1109	TEAL CHAIR	K1VT7
14-1058	DESK	N/A
14-1059	DESK	N/A
C-5390-13-D	2011 FORD F-250 TRUCK-C-5390-13-D	1FT7W2BT7BEC53175
C-5390-13-D	2006 FREIGHTLINER- C-5390-13-D	1FUJBBCK66LU46399
C-5390-13-D	2000 TRAILMOBILE SEMI TRAILER-C-5390-13-D	1PT01ANH9Y8001761
C-1564-11-C	2000 WABASH REERER	1JJV532WYF615085
C-3629-11-G	1999 FREIGHTLINER-C-3629-11-G	1FUYDSEB4XDB06043
C-3629-11-G	1998 TRAIL MOBILE TRAILER	1PT01ANH2W9000989
C-3042-12-I	1994 Jeep Cherokee	1J4FT68S3RL189484
C-2459-13-F	2000 Ford Expedition Gold	1FMRU15L8YLA89519
CR-619-13-2	2001 FireBird	2G2FS22K312109068
34403	JCB Backhoe	SLP214TCYE0487386

AI-46272 **Purchasing Department 26. A. 4.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: Martha L. Salazar, HC-PA **Submitted By:** Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation, for the purpose of award by CC to the sole responsible vendor submitting the best and lowest bid (as detailed in tabulation sheet contained herein) and meeting all specifications and/or requirements including approval of contract for Request for Bid titled: Hidalgo County- Pick up of Used Oil-Filters and Anti-Freeze" through project No.: 2014-313-08-20-SGS.

BACKGROUND

1. Contract will commence on November 02, 2014
2. Contract document was reviewed and approved by Legal Counsel as to form.
3. No Budgetary impact needed- "Revenue Only" General Account.
   This project is on an "As Needed Basis"

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Revenue Only

Attachments

Recommendation, Tab & Participation

Contract

Legal review & approval

Comparison Sheet

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/01/2014 02:26 PM
Budget & Management	Veronica Ortiz	10/02/2014 12:16 PM
Glinda Pacheco	Glinda Pacheco	10/07/2014 09:41 AM
Auditor's Office	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Sandy Suarez Started On: 09/02/2014 11:46 AM

Final Approval Date: 10/10/2014

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

TO Martin Ramirez Via email: martin.ramirez@co.hidalgo.tx.us
Hidalgo County Environmental Compliance Office

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

DATE: August 20, 2014

RE: **BID AWARD RECOMMENDATION/ CONCURRENCE REQUEST**
Bid No. 2014-313-08-20-SGS-Hidalgo County -"Pick Up Of Used Oil-Filtes & Anti-Freeze"

We have received a sole bid (1) response to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.

Please acknowledge by signing below, your recommendation/concurrence to award to the bidder meeting all specifications/requirements and return to the Purchasing Dept. **via facsimile to (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Tuesday, August 26, 2014 @10:00 A.M. in order to place this item on the agenda for Commissioners Court Meeting for the Award of Contract.**

Indicate the name of the Vendor(s) in the box below and the Account number to be utilized. Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

COMMENTS/CONCERNS:
FCC Environmental
Budget Acct No.: _____

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
Martin Ramirez	Martin Ramirez	Environmental Compliance Dept.	08/20/14

Enclosures

Environmental Compliance

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
AUG 21 2014
By

MEMORANDUM

TO Captain Richard Ozuna
Hidalgo County Sheriff's Office

ATTN: Juan Tapia, Procurement Specialist — Via email: richard.ozuna@hidalgoso.org
juan.tapia@hidalgoso.org

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

DATE: August 20, 2014

RE: **BID AWARD RECOMMENDATION/ CONCURRENCE REQUEST**
Bid No. 2014-313-08-20-SGS- Hidalgo County -"Pick Up Of Used Oil-Filtes & Anti-Freeze"

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Indicate the name of the Vendor(s) in the box below and the Account number to be utilized. Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

COMMENTS/CONCERNS:
AWARD to Sole Bid
Budget Acct No.: 4-1100-421-00-280-001-0-421 Disposal

Richard Ozuna	7/CSO	8-20-14
PRINTED NAME	**DEPARTMENT**	**DATE**

AUTHORIZED SIGNATURE

Enclosures

50

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM

Date: August 20, 2014

TO: Hon. A.C. Cuellar, Commissioner
Hidalgo County Precinct No. 1
Attn: Raul Lozano, Chief Administrator

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Attn: Mr. Saul Ramirez, Field Operations Foreman

TO: Hon. Hector Palacios, Commissioner
Hidalgo County Precinct No. 2
Attn: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Mr. Marcos Lopez, Chief Administrator

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

RE: BID AWARD RECOMMENDATION/CONCURRENCE REQUEST
Bid No. 2014-313-08-20-SGS-Hidalgo County- "PICK UP OF USED OIL-FILTERS & ANTI-FREEZE"

Attached you will find a copy of (1) bid response received for the above referenced project. Please review. We will need to present this on the proposed Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please acknowledge by signing below, of your Recommendation/Concurrence to award to the sole bidder meeting all specifications/requirements and return to the Purchasing Dept. via fax to (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Tuesday, August 26, 2014 @10:00 A.M. in order to place this item on the agenda for Commissioner's Court meeting for the Award of contract.

Write in the recommended Vendor's Name in the box below.
If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

COMMENTS/CONCERNS:
FCC Environmental

BUDGET ACCOUNT #: county will generate revenue. No fiscal impact to county.

Authorized Signature	Printed Name	Department	Date
	Raul Lozano	Pct. 1	8/21/14

Enclosures

Pct 1

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

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TO: Hon. A.C. Cuellar, Commissioner
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Hidalgo County Precinct No. 2
Attn: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Mr. Marcos Lopez, Chief Administrator

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

RE: BID AWARD RECOMMENDATION/CONCURRENCE REQUEST
Bid No. 2014-313-08-20-SGS-Hidalgo County-"PICK UP OF USED OIL-FILTERS & ANTI-FREEZE"

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Write in the recommended Vendor's Name in the box below.
If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

COMMENTS/CONCERNS:
Award to Sole Bidder - TEC Environmental
BUDGET ACCOUNT #: 4-1280-48-0-123-605-0-672

Authorized Signature	Printed Name	Department	Date
Comm. Joe M. Flores	Joe M. Flores	Pct #3	8/21/14

Enclosures

Pct 3

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM

Date: August 20, 2014

TO: **Hon. A.C. Cuellar, Commissioner**
Hidalgo County Precinct No. 1
Attn: Raul Lozano, Chief Administrator

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Attn: Mr. Saul Ramirez, Field Operations Foreman

TO: **Hon. Hector Palacios, Commissioner**
Hidalgo County Precinct No. 2
Attn: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Mr. Marcos Lopez, Chief Administrator

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. 2014-313-08-20-SGS-Hidalgo County- "PICK UP OF USED OIL-FILTERS & ANTI-FREEZE"

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Please acknowledge by signing below, of your Recommendation/Concurrence to award to the **sole** bidder meeting all specifications/requirements and return to the Purchasing Dept. **via fax to (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Tuesday, August 26, 2014 @10:00 A.M. in order to place this item on the agenda for Commissioner's Court meeting for the Award of contract.**

Write in the recommended Vendor's Name in the box below.
If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

COMMENTS/CONCERNS: Concern: Due to high volume of oils being dispensed into oil containers, 55 gallon Drums are sometimes needed in addition to oil containers when it is filled up. These 55 gallon Drums need to be emptied out also. Concern: Used oil Containers (55 gallon Drums) need to be cleaned out also with The original container for Used filters R.P.

BUDGET ACCOUNT #:

Ramon Rodriguez — Roads & Bridges — 8/22/14

Authorized Signature | Printed Name | Department | Date

Enclosures

Pct 4

HIDALGO COUNTY
TABULATION SHEET
(All funding sources, programs & entities)
"PICK UP OF USED OIL-FILTERS AND ANTIFREEZE"
RFB NO.: 2014-313-08-20-SGS

INTERNAL USE ONLY - NIGP CODE 926-77

	Vendor/ location (Sole Bidder)	Waste Oil Removed Price Paid/ (Gal) Reimbursement Amount to Hidalgo County
1	FCC ENVIRONMENTAL	$ 1.10

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER=S LOG
SPECIFICATIONS/BID PACKETS
IBF-RFP-RFQ-RFI

BID OPENING DATE: August 20, 2014 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BIDDESCRIPTION: HIDALGO COUNTY (all funding sources) "Pick up of Used Oil-Filters and Anti-freeze" **BID NO.: 2014-313-08-20-SGS**

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS
Nilco Enterprises, Inc. (Dial Lubricants) Lizet Cabrates---Eric W. Nilson Anita Escalera anita@diallubricants.com	BLM	Sandy Suarez	**08/04/14**	PO Box 540607 Dallas, Texas 75354 972-501-0266 - 972-501-0265
FCC Environmental, LLC William Bronson tami.quintana@fccenvironmental.com	BLM	Sandy Suarez	**08/04/14**	320 Scroggins Road Springtown, Tx 76082 O-830-875-2429 F-830-875-2420
DFW Waste Oil Services, Inc, Robert Yates or Danny Gonzalez danny@dfwwasteoil.com	BLM	Sandy Suarez	**08/04/14**	PO Box 40531 Fort Worth, Texas 76140 817-790-2611- 817-783-5803 FAX
Thermo Fluids Inc. Jon Beard jbeard@thermofluids.com	BLM	Sandy Suarez	**08/04/14**	1435 Sherman St. San Antonio, Texas 78202 C 210-633-6696 O 210-229-1376 800-350-7565
Thermo Fluids Inc. Jenna Brickner jbrickner@thermofluids.com	BLM	Sandy Suarez	**08/04/14**	8925 E. Pima Center Pkway, Ste 105 Scottsdale, AZ 85258 480-302-6221 ext 1068
Ygriega Environmental Services LLC, Armando Maldonado yenvironmentalserv@yahoo.com	BLM	Sandy Suarez	**08/04/14**	410 North 87th Street Edinburg, TX 78542 956-381-6464 - 956-381-6446
Safety-Kleen Systems Inc. Richard Gaona richard.gaona@safety-kleen.com	BLM	Sandy Suarez	**08/04/14**	1217 East Tamarack McAllen, TX 78501 C - 956.566.2677 O- 956.682.1951 F- 956.630.6728
Safety-Kleen Systems Inc. Robert Burge robert.burge@safety-kleen.com	Email	Sandy Suarez	**08/04/14**	O - 972-265-2656
Veolia North America Margie Ratcliff Margie.ratcliff@veolia.com	Email	Sandy Suarez	**08/04/14**	1800 S Hwy 146 Baytown, TX. 77521 O- 281-425-7167 C -409-289-2075
Prime Vendor, Inc. Ashley Reed work41@prime-vendor.com	Email	Sandy Suarez	**08/04/14 & 08/06/14**	4622 Cedar Ave. Suite 124 Wilmington, NC 28403 Phone: 800-746-9554 Fax: 800-746-8307
Chemsol Services, Inc. John Betancourt sales@chemsol.com	Email	Sandy Suarez	**08/04/14**	Office – 956.440.7408 Cell – 956.535.1476

***VIA: EMAIL IN PERSON (IP) TELEPHONE REQUEST (TR) BIDDER LIST MAIL OUT (BLM)**

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-14-313-10-14

THIS CONTRACT is made and entered into this **14th** Day of **October, 2014** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **FCC Environmental, LLC"** Company").

WHEREAS, Company responded to advertised notices for bids for **"USED OIL, OIL FILTER AND ANTIFREEZE",** as more particularly described in Exhibit "A"(the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); 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 locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications described in Exhibits A and B within Hidalgo County following a request for Services by the Commissioners Court or their 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** effective **November 2, 2014** and ending on **November 1, 2015** and may be extended at the sole discretion of County for an additional two (2)-one (1) year periods at the same rates, terms and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Services provided for in this Contract, the Company agrees to pay the County the amounts as specified in Exhibit “B” as attached hereto and payable against sequentially numbered detailed manifest or invoices for each collection submitted by the Company to Hidalgo County Treasurer’s Office with copy to the Hidalgo County Department User, within thirty (30) days of submitting such weight tickets. Contract number to be referenced on each manifest or invoices.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials,

employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: The County of Hidalgo
Attn: County Judge
302 W. University Drive
Edinburg, Texas 78539

If to Company: **FCC Environmental, L.L.C.**
Attn: Cris Perez, DSR
2200 East Pierce Street
Luling, Texas 78648

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. 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 without cause by County with thirty day's written notice prior to cancellation.

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 County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. 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).

18. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledge 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.

19. **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.

WITNESS our hands in duplicate originals this_____ day of _____,

2014.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY
FCC Environmental, L.L.C.

By:_____

Printed Name: Cris Perez

Title: DSR

APPROVED AS TO FORM:

By: _____
Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section - Office of Criminal District Attorney

APPROVED BY COMMISSIONERS COURT: _____, 2014

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCURMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

August 04, 2014

Bidder's name

Address

City

State, Zip Code

RE: **HIDALGO COUNTY (All funding sources, programs & entities)**
Request for Bids -**"PICK UP OF USED OIL-FILTERS AND ANTI-FREEZE"**
Bid No: 2014-313-08-20-SGS

Dear Sir/Madam:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

REQUEST FOR BIDS

TABLE OF CONTENTS

HIDALGO COUNTY
(All funding sources, programs & entities)

"PICK UP OF USED OIL-FILTERS AND ANTI-FREEZE"
RFB No: 2014-313-08-20-SGS

Item	Description	No. of Pages
1.	Request for Bids Letter	1
2.	Request for Bids, Legal Notice	8
3.	Exhibit A, Specificatios /Requirements	4
4.	Exhibit B, Bid Page	1
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Vendor/Bidder Application and W-9 form	6
09.	Certification Regarding Debarment	1
10.	Draft Agreement	9

The above mentioned items shall be found in the Request for Bids (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L Salazar

Martha Salazar, CPPB, Purchasing Agent

August 04, 2014
Date

Bid No:2014-313-08-20-SGS	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 ext 4860

REQUEST FOR BIDS

HIDALGO COUNTY

(All funding sources, programs & entities)

"Pick Up of Used Oil-Filters and Anti-freeze"

Bid No: 2014-313-08-20-SGS

BID OPENING DATE:
AUGUST 20, 2014

Contact Person:

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
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY (all funding sources, programs & entities) – PICK UP OF USED OIL- FILTERS AND ANTI-FREEZE"** 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 and or/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: **"RFB No. 2014-313-08-20-SGS-"HIDALGO COUNTY (all funding sources, programs & entities)- PICK UP OF USED OIL - FILTERS AND ANTI-FREEZE"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 A.M, WEDNESDAY, AUGUST 20, 2014.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFB No.-2014-313-08-20-SGS- "HIDALGO COUNTY (all funding sources, programs & entities) –PICK UP OF USED OIL-FILTERS AND ANTI-FREEZE".

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality

of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY (all funding sources, programs & enitities)- PICK UP OF USED OIL- FILTERS AND ANTI-FREEZE"**

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
Mr. Ray Eufracio, County Auditor
2808 So. Business Hwy 281, New Administration Building
Edinburg, TX 78539
(956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 A.M.	**AUGUST 20, 2014**
Award of Contract	_____, 2014
Commence Work or Deliver Products	_____, 2014

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the

contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like,

arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
(All funding sources, programs & entities)
"PICK UP OF USED OIL- FILTERS AND ANT-IFREEZE"
BID NO.: 2014-313-08-20-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
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 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"
HIDALGO COUNTY
(All funding sources, programs & entities)
"PICK UP USED OIL- FILTERS AND ANTI-FREEZE"
RFB NO.: 2014-313-08-20-SGS

SCOPE OF WORK:

Hidalgo County desires to contract for the collection, recycling and/or disposal services for used oil, used oil filters, anti-freeze, and absorbents (including drip pads, rags, oil contaminated soil and/or granular oil absorbents) at six (6) locations throughout Hidalgo County. The Contractor shall reimburse Hidalgo County for all used oil collections. There will be a minimum service of once per month or on an **"as needed basis".** If a request is made to the Contractor by any of the County facilities, the Contractor will collect the materials within 24 hours of the notification.

	Locations to be serviced					**Estimated Annual Collection** (per location)		
	Place		***Address***	***Ph.***	***POC***	***Used Oil*** *(gallons)*	***Used Oil Filters*** *(55 gallon drum)*	***Antifreeze*** *(55 gallons)*
1	Precinct 1	Maintenance Shop	1902 Joe Stephens Ave. Weslaco, Texas 78596	968-8733	Oscar Garcia	1,200	8	8
2	Precinct 2	County Wide Main. Shop	301 E. State St. Pharr, Texas 78577	787-1891	Roque Cavazos	1,200	36	8
3	Precinct 3	Road & Bridge Main. Shop	8310 W. Mile 7 Road Mission, Texas 78574	585-4509	Saul Ramirez	1,200	24	8
4	Precinct 4	Main. Shop &	1102 N. Doolittle Edinburg, Texas	383-3112	Roman Rodriguez	4,800	24	8
5		Citizen Solid Waste collection Ctr.	1051 N. Doolittle Road Edinburg, Texas					
6	Sheriff's Office	Main. Shop	711 El Cibolo Road Edinburg, Texas	383-8114	Richard Ozuna	2,550	24	8

SPECIFICATIONS:

Contractor shall provide all necessary labor, supervision, equipment and supplies for the removal and disposal of used oil, oil filters, antifreeze and absorbents generated by Hidalgo County facilities. The Contractor will provide Hidalgo County with necessary documentation (copies must be submitted with Bid responses) showing they are operating in compliance with state and federal laws and regulations governing the handling, transport and disposal or recycling of used oil, used oil filters, and anti-freeze, and absorbents.

The Contractor shall pay Hidalgo County for the used oil it collects at County facilities. This project will be accepted on a **fixed** price per gallon during the term specified herein. The County will be provided with an explanation of the methods used to determine the price per gallon by the Contractor. The County will be provided with analytical testing results if they are used to set price per gallon of used oil. Collection and disposal of used oil filters, antifreeze and absorbents will be provided at no charge to Hidalgo County as part of this contract.

Containers

The contractor shall provide containers equipped with secondary containment equaling 110% of the container capacity and closeable lids for collection of used oil. Containers should be in good condition, free of large dents, and be free of rust on the outside surface. Lids and sliding doors should be maintained to open and close freely without binding or hanging. Contractor will insure that they are maintained clean and in good working order.

The contractor will also provide appropriate containers such as 55-gallon drums or equivalent in good condition with closeable lids for used oil filters, anti-freeze and absorbents. All containers used by contractor will meet federal and state standards for use with used oil along with used oil filters, antifreeze, and absorbents. All containers will be provided by the contractor at no cost to the county. Full containers of used oil filters, antifreeze, and absorbents will be collected and replaced by an empty container of same capacity

within 24 hours of a pick up request by the County.

Manifests or Invoices

The contractor will provide the County sequentially numbered manifests or invoices for each collection of used oil, used oil filters, anti-freeze and absorbents at each County facility. The manifest or invoice must have the following information:

- Contractor's Name, address, and phone number
- Contractor's TCEQ and EPA Identification Numbers
- Driver's name, Signature, and Valid drivers' license number for receipt of materials
- Name of Hidalgo County facility and address
- Name and signature of Hidalgo County facility personnel releasing materials
- Types of materials Collected (used oil, used oil filters, antifreeze and/or absorbents)
- Quantity Collected in gallons or containers (must indicate size of container)
- Collection Date and Time
- Disposal/Recycling facility name, address, telephone number, TCEQ/EPA identification number and,
- Name and signature of person receiving materials
- Copy of the manifest and/or invoice must be left with Department upon each pick up of material.

Revenue

- Proceeds will be due thirty (30) days after intial pick up. Hidalgo County reserves the right to terminate the contract for continued remittance of past due proceeds.

- Bidder(s) must provide manifest and/or invoices of each collection site to coincide with payment. and a copy of Proceeds must be sent to User Department, notifying them that it has sent. **Payments must be submitted to the Hidalgo County Treasurer's Office at: 2812 S. Bus. Hwy 281 Edinburg, Texas 78539.**

Contractor Responsibility while Collecting, Loading, or Unloading at County Facilities

The contractor will be responsible for implementing procedures to protect County property from spills of oil, fuel and/or any other hazardous materials while collecting used oil, used oil filters, antifreeze, and absorbents. They will be responsible for cleanup and appropriate corrective actions to remediate any impacts to county property due to their operations.

TERMS & CONDITIONS:

1. The term of contract is for one (1) initial year with the sole decretion of the County to extend for an additional two (2); one (1) year terms at the same rate, 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. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

4. After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest qualified bidder(s) and/or meeting all specifications.

5. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

6. Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hidalgo County will make the final determination as to the vendor's ability.

7. All products and/or services furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.

8. The awarded vendor shall observe and obey all laws, ordinances, rules and regulations of the Federal, State and local government which may be applicable to the supply of these products and/or services.

9. After contract is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to procure the articles and services from other sources and hold the defaulting contractor responsible for any excess cost occasioned thereby. In such event, Hidalgo County shall charge the successful contractor the difference for any additional cost to the County.

10. Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment or supplies which are unsatisfactory. Vendor will be given a reasonable opportunity before termination to correct the deficiencies.

11. Hidalgo County reserves the right to award to One or MULTIPLE bidders per department (Pct location) if the County determines it is in its best interest to do so.

12. Any contract awarded to a successful bidder will be in effect until:
    (a) The contract expires
    (b) Delivery acceptance of products and/or performance of services ordered, or
    (c) Terminated by County with thirty (30) days written notice prior to cancellation.

13. Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable.

14. Hidalgo County reserves the right to add or delete sites during the term of the contract under the same rates and conditions.

15. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

16. **All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.**

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us by NO LATER THAN Wednesday, AUGUST 13, 2014 BY 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later than FRIDAY, AUGUST 15, 2014 BY 5:00 P.M.

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
(All funding sources, programs & entities)
"PICK UP OF USED OIL-FILTERS AND ANTI-FREEZE"
RFB NO.: 2014-313-08-20-SGS

NIGP CODE 926-77

Used Oil Collection (including drip pads, rags, oil contaminated soil etc)	**Reimbursement Amount to Hidalgo County**
Price Paid/ Waste Oil Removed – (Gal)	$ _____

BIDDER'S INFORMATION

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBERS:_____

FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

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 shall name Hidalgo County as additional insured and must 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 10/01/08

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 EXP (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 OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED: INSURER LETTER:	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of 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. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

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:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address: **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): **Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).: or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. 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 indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT “B”

VENDOR’S BID

HIDALGO COUNTY
TABULATION SHEET
(All funding sources, programs & entities)
"PICK UP OF USED OIL-FILTERS AND ANTIFREEZE"
RFB NO.: 2014-313-08-20-SGS

INTERNAL USE ONLY - NIGP CODE 926-77

	Vendor/ location (Sole Bidder)	Waste Oil Removed Price Paid/ (Gal) Reimbursement Amount to Hidalgo County
1	FCC ENVIRONMENTAL	$ 1.10

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY
(All funding sources, programs & entities)
"PICK UP OF USED OIL-FILTERS AND ANTI-FREEZE"
RFB NO.: 2014-313-08-20-SGS

NIGP CODE 926-77

Used Oil Collection (including drip pads, rags, oil contaminated soil etc)	**Reimbursement Amount to Hidalgo County**
Price Paid/ Waste Oil Removed – (Gal)	$ 1.10

BIDDER'S INFORMATION

BIDDER/COMPANY NAME: FCC Environmental

ADDRESS: 2200 E Pierce St.

CITY/STATE/ZIP CODE: Luling, TX. 78648

PHONE NUMBER: (830) 875-2429

E-MAIL ADDRESS: cris.perez@fccenvironmental.com

CELLULAR NUMBERS: (210) 669-6948

FAX NUMBER: (830) 875-2420

AUTHORIZED SIGNATURE:

PRINTED NAME: Cris Perez

TITLE: DSR

DATE: 8/11/14

OPENED
8/20/14
9:40am
Witnessed

EXHIBIT "C"

INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 04/29/2014

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
Aon Risk Services Southwest, Inc.
Houston TX Office
5555 San Felipe
Suite 1500
Houston TX 77056 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins Co	16535
INSURER B:	American Zurich Ins Co	40142
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
FCC Environmental, LLC
523 N. Sam Houston Pkwy
Suite 400
Houston TX 77060 USA

COVERAGES **CERTIFICATE NUMBER:** 570053618346 **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. **Limits shown are as requested**

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			GL0589895601	05/01/2014	05/01/2015	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	X Contractual Liability						MED EXP (Any one person)	$25,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$1,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$2,000,000
A	AUTOMOBILE LIABILITY			BAP-5898955-01	05/01/2014	05/01/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X 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							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC589895701	05/01/2014	05/01/2015	X PER STATUTE OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Hidalgo County is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

Hidalgo County
2812 S. Bus. Highway 281
Edinburg TX 78539 USA

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

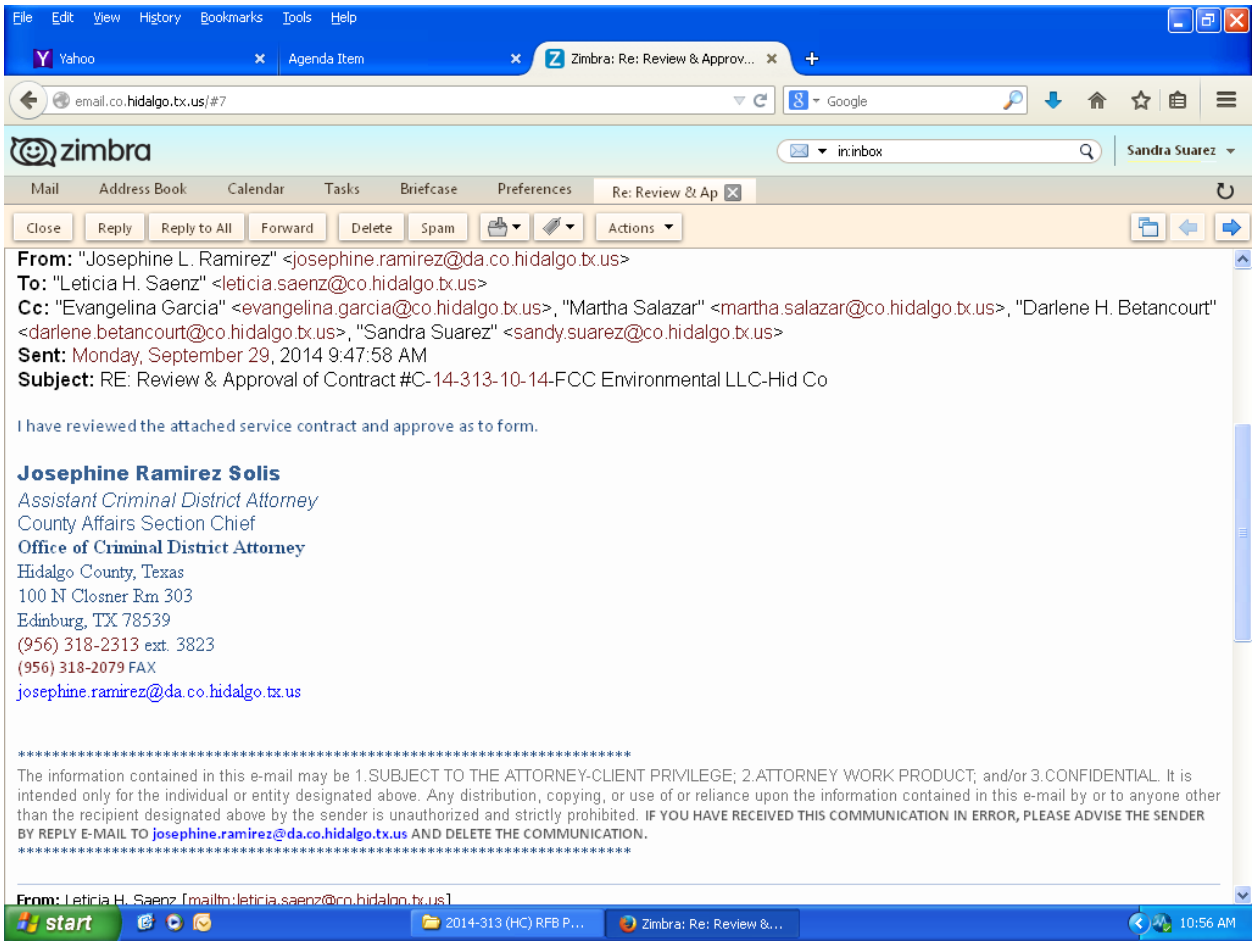
Aon Risk Services Southwest, Inc.

Holder Identifier :

Certificate No : 570053618346

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File Edit View History Bookmarks Tools Help
Yahoo
Agenda Item
Zimbra: Re: Review & Approv...
email.co.hidalgo.tx.us/#7
Google
zimbra
in:inbox
Sandra Suarez
Mail
Address Book
Calendar
Tasks
Briefcase
Preferences
Re: Review & Ap
Close
Reply
Reply to All
Forward
Delete
Spam
Actions
From: "Josephine L. Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Cc: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>, "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Sandra Suarez" <sandy.suarez@co.hidalgo.tx.us>
Sent: Monday, September 29, 2014 9:47:58 AM
Subject: RE: Review & Approval of Contract #C-14-313-10-14-FCC Environmental LLC-Hid Co
I have reviewed the attached service contract and approve as to form.
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: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
start
2014-313 (HC) RFB P...
Zimbra: Re: Review &...
10:56 AM

HIDALGO COUNTY
COMPARISON SHEET
(All funding sources, programs & entities)
"PICK UP OF USED OIL-FILTERS AND ANTIFREEZE"
RFB NO.: 2014-313-08-20-SGS

REVENUE FOR HIDALGO COUNTY		Waste Oil Removed Price Paid/ (Gal)
CURRENT CONTRACT	PROPOSED BIDDER	
FCC ENVIRONMENTAL	FCC ENVIRONMENTAL	Difference
$ 1. 10	$ 1. 10	$ 0.00

AI-46730 **Purchasing Department 26. A. 5.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: Martha L. Salazar, HC-PA **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive procurement requirements under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software;

B. Approval to purchase through POs and agreement(s) (if applicable) for "On-line Research Services" with Lexis Nexis including, but not limited to, the following Hidalgo County department(s):

1. Law Library
2. Constables

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1247-412-50-100-001-0-342

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

BUDGETARY IMPACT:

Law Library

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

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

BUDGETARY IMPACT:

Constable Pct 1 3-1100-421-00-291-001-0-342
Constable pct 3 3-1100-421-00-293-001-0-342
Constable Pct 4 3-1100-421-00-294-001-0-342

Attachments

Agreement
Legal Approval-Law Library
Constables
Legal Approval-Constables

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/06/2014 03:45 PM
Budget & Management	Veronica Ortiz	10/07/2014 11:59 AM
Glinda Pacheco	Glinda Pacheco	10/07/2014 02:22 PM
Auditor's Office	Monica Badillo	10/10/2014 05:38 PM
Form Started By: Rocio Villarreal		Started On: 09/25/2014 04:56 PM

Final Approval Date: 10/10/2014

LexisNexis®

SLG

SUBSCRIPTION PLAN AMENDMENT FOR PATRON ACCESS (Electronic Consent)

"**Subscriber**": Hidalgo County Law Library	"**LN**": LexisNexis, a division of Reed Elsevier Inc.

This Subscription Plan Amendment ("Amendment") amends and supplements the terms of the Subscription Agreement either previously entered into or executed simultaneously herewith between LN and Subscriber (the "Agreement"). This Amendment shall also serve as Subscriber's acceptance of the new General Terms & Conditions for Use of the Online Services effective September 1, 2010 set forth at www.lexisnexis.com/terms/general.

1. TERM

The term of this Amendment will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 5, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until the last day of the final Commitment Period referenced in Section 4.1 (the "Term").

2. AUTHORIZED USERS; LOCATION

This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized User" shall have the meaning set forth in the Agreement. In addition, the librarian will provide patrons access to the Preferred Pricing Materials (defined below). All access shall be limited to patrons using terminals (up to the specified number) at the location(s) listed below. Non-patrons of the library and inmates are prohibited from receiving access to and use of the Online Services under this Amendment. Remote access (e.g., via dial-up or other remote connection) is strictly prohibited.

PARTICIPATING BILLGROUP #	LOCATION (ADDRESS, CITY AND STATE)	# OF TERMINALS
TBD	100 N. Closner, Edinburg, TX	1

3. MONTHLY SUBSCRIPTION CHARGE

During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

4. PREFERRED PRICING MATERIALS AND CHARGES

4.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), and subject to Section 4.3 below, the Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified below by source/menu number (the "Preferred Pricing Materials"), available in the *lexis.com*[SM] service or the LN Online Services accessed via proprietary software (the "Classic Online Services"). At no additional charge, the Participating Billgroups may do offline printing and online printing of the Preferred Pricing Materials. If your subscription includes Research Advantage, then your access to and use of Research Advantage shall be subject to and governed by the additional terms and conditions set forth in the software media at the time of its installation.

	PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARDS
(a)	National Primary	CDP000	Full
(b)	TX MB	MBTX00	
(c)			
(d)			
(e)			

COMMITMENT PERIOD(S)				MONTHLY COMMITMENT
Beginning	11/3/14	to	12/31/14	$ 0
Beginning	1/1/15	to	12/31/15	$ 1176
Beginning	1/1/16	to	12/31/16	$ 1235
Beginning	1/1/17	to	12/31/17	$ 1297
Beginning		to		$

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4.2 The Monthly Commitment may include a multi-media discount based on Subscriber's current print and/or CD-ROM subscriptions. In the event Subscriber discontinues any of its existing print or CD-ROM subscriptions, LN reserves the right to eliminate the multi-media discount and increase the Monthly Commitment.

4.3 During the Term, LN will review Subscriber's actual monthly use of the Preferred Pricing Materials calculated in accordance with the Price Schedule ("Actual Use"). In the event the Actual Use exceeds 15 times the Monthly Commitment for three consecutive months, LN reserves the right to increase the Monthly Commitment upon 30 days prior written notice to Subscriber. In the event of an increase pursuant to this Section 4.3, Subscriber's sole and exclusive remedy shall be termination of this Amendment upon 10 days prior written notice to LN. Subscriber must exercise the foregoing right of termination within 90 days of receipt of such notice of increase.

4.4 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials.

4.5 In exchange for the favorable pricing set forth in this Amendment, during the Term Subscriber agrees to maintain print, CD-ROM or similar products currently licensed to or provided to Subscriber by LN or its affiliated companies, or Subscriber must maintain an equivalent spending level for those products. If Subscriber's print, CD-ROM or similar products are not maintained or the spending level for those products declines, LN reserves the right to adjust the amounts payable under this Amendment upon at least 30 days prior written notice to Subscriber.

4.6 Subscriber shall permit LN to set-up its system to require each patron to scroll through screens as designated by LN from time to time, which screens shall include the "Terms and Conditions of use for the LexisNexis Services". Each patron must activate an "Accept" button following the terms and conditions before having access to the Preferred Pricing Materials. If the patron clicks on "Do Not Accept", "Cancel" or otherwise fails to click "Accept", then the patron shall not have access to the Preferred Pricing Materials.

5. CLOSED OFFER

The offer of LN contained herein is valid until 9/29/14. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

6. CONFIDENTIAL INFORMATION

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 6 will survive the termination or expiration of this Amendment.

7. MISCELLANEOUS

7.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

7.2 During the Term, Subscriber may not terminate the Agreement. This Amendment may be terminated by Subscriber after the fourth Commitment Period on the last day of any calendar month upon at least 30 days prior written notice to LN. This Amendment may also be terminated by Subscriber on 10 days prior written notice to LN in the event of any increase in the Monthly Commitment, excluding any increases listed in Section 4.1. To be effective, notice of termination pursuant to the preceding sentence must be given within 90 days of the increase.

7.3 UPON TERMINATION OR EXPIRATION OF THIS AMENDMENT, CONTINUED USE OF THE ONLINE SERVICES BY SUBSCRIBER IS GOVERNED BY THE AGREEMENT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE.

7.4 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

7.5 Subscriber's contact and technical information is set forth in the attached Schedule I.

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7.6 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control.

AGREED TO AND ACCEPTED BY:

HIDALGO COUNTY LAW LIBRARY SUBSCRIBER	**LexisNexis, a division of Reed Elsevier Inc.**
BY: _____	**BY:** _____
NAME: _____	**NAME:** _____
TITLE: _____	**TITLE:** _____
DATE: _____	**DATE:** _____

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SCHEDULE I

LN requires accurate IP information from the library to establish a connection to the Patron Access site (www.lexisnexis.com/patronaccess.). The technical contact at the library will need to set up static IP addresses on the patron access machines. Remember, there is a **6 terminal limit** for Patron Access.

Information needed to set up Patron Access:

1. **Law Library Name:**
Hidalgo County Law Library

2. **Name of Technical Contact** at Law Library
Angie Chapa

3. **Phone Number, email and availability** of Technical Contact at Library
956-318-2155

Number of terminals in contract: 1

For **each** Patron Access terminal:
1. Static IP address
2. LexisNexis at www.lexis.com ID
3. LexisNexis at www.lexis.com password

Terminal 1 Static IP Address: _____ ID: _____ Password: _____	**Terminal 5** Static IP Address: _____ ID: _____ Password: _____
Terminal 2 Static IP Address: _____ ID: _____ Password: _____	**Terminal 6** Static IP Address: _____ ID: _____ Password: _____
Terminal 3 Static IP Address: _____ ID: _____ Password: _____	**Terminal 7** Static IP Address: _____ ID: _____ Password: _____
Terminal 4 Static IP Address: _____ ID: _____ Password: _____	**Terminal 8** Static IP Address: _____ ID: _____ Password: _____

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State & Local Government
AGREEMENT ADDENDUM

This Agreement Addendum (this "Addendum") amends and supplements the terms of the Online Services Agreement between LexisNexis, a division of Reed Elsevier Inc. ("LN") and Hidalgo County Law Library, a state or local government agency ("Subscriber"). The Agreement shall consist of Subscriber's agreement (the "State Contract"), if applicable, the LexisNexis General Terms and Conditions viewable at www.lexisnexis.com/terms/general (the "General Terms"), together with any other LexisNexis contract proposals or other contract documents, all of which are incorporated into the Agreement by reference and made a part hereof (collectively the "Agreement").

1. **Term.** The term of this Addendum shall be coterminous with the Agreement.

2. **Governing Law; Applicable Law.** Notwithstanding anything to the contrary in the Agreement, the Agreement shall be governed by the law of the U.S. State in which Subscriber is located. LN agrees to comply with all applicable laws of Subscriber's State in the performance of its obligations under the Agreement. For the avoidance of doubt, the law of the U.S. State shall not be construed to apply any tribal law.

3. **Non-Appropriation of Funds.** If sufficient funds are not appropriated or allocated for payment under the Agreement for any current or future fiscal period, then Subscriber, at its option, may terminate the Agreement on the last day of any calendar month upon ten (10) days prior written notice to LN, without future obligations, liabilities, or penalties to LN, except for amounts due up to the time of termination. In addition, Subscriber shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Agreement for the current or next fiscal year.

4. **Data Ownership.** Notwithstanding anything to the contrary in the Agreement, LN reserves all right, title and interest in and to the Online Services and the Materials made available therein. LN grants Subscriber only a limited, non-exclusive, non-transferable license to access and use the Online Services as set forth in the General Terms.

5. **Right to Terminate; Termination for Cause.** Subscriber shall have the right to terminate the Agreement upon thirty (30) days' prior written notice to LN. In the event that Subscriber wishes to terminate the Agreement for cause, Subscriber will provide LN with written notice and a thirty (30) days period to cure the breach. The written notice shall state the nature of the breach with specificity.

6. **Late Payments.** Any late payment provision is modified to state that Subscriber will pay late charges to the maximum legal rate under the applicable State Prompt Payment Act. All other references to interest or late charges are deemed struck.

7. **Limitation of Liability.** Subscriber, as a State entity, may not agree to assume the potential liability of LN. Accordingly, any limitation is null and void to the extent it precludes any action for injury to persons or for damages to personal property.

8. **Indemnity; Liquidated Damages.** Any provision in the Agreement requiring Subscriber to indemnify and hold LN harmless is deleted and replaced with a provision that requires Subscriber to be responsible for a breach of this Agreement to the extent permissible under State law. Any provision in the Agreement requiring LN to indemnify Subscriber is deleted and replaced with the indemnification provision in the General Terms. Any provision providing for the payment of liquidated or cover damages is deleted.

9. **Warranties.** LN's warranties for the Online Services are set forth in the General Terms. Any provision in the Agreement which sets forth additional warranties is deleted.

10. **Assignment and Subcontracting.** Notwithstanding anything to the contrary in the Agreement, LN shall have the right to assign the Agreement to an affiliate or to a successor by merger or to the transferee of substantially all of its stock or assets without Subscriber's prior written consent. Subject to the foregoing, this Agreement will bind and benefit the parties and their respective successors and assigns. LN may also subcontract the performance of this Agreement so long as LN remains primarily liable to the State for the performance of its obligations hereunder. Any provision which attempts to prohibit LN from offshoring or outsourcing the services to be performed is deemed struck unless expressly accepted by LN in a separate writing.

11. **Audit Rights.** Subscriber shall have the right to audit the billing records of LN with respect to the provision of the Online Services under the Agreement as permitted by applicable State law. Subscriber shall provide LN with not less than ten (10) business days advanced written notice of any such audit.

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12. **Confidential Information.** Notwithstanding anything in the Agreement to the contrary, the Agreement does not protect information that: (a) was in the recipient's ("Recipient") possession before receipt from the discloser ("Discloser"); (b) is independently developed or acquired by or for Recipient without use of Discloser's proprietary information; (c) is rightfully received by Recipient from a third party without a duty of confidentiality; (d) was disclosed by Discloser to a third party not under an obligation of confidentiality; or (e) is or becomes available to the public through no fault of Recipient. LN agrees to employ industry standard security practices designed to minimize the introduction of malware or viruses and the threat of intrusion or hacking incidents. LN shall also comply with applicable data protection and breach laws in the performance of the Agreement. Accordingly, any provision in the Agreement which imposes specific security or encryption standards, or requires LN to provide notice of the release of confidential information within a set period of time is deleted.

13. **Contract Amendment.** All amendments, modifications, alterations or changes to the Agreement (excluding the General Terms which may be revised in accordance with Section 5.1 thereof), shall be in writing and signed by both parties.

14. **Miscellaneous.**

14.1 Except as expressly modified by this Addendum, all other terms and conditions of the Agreement will remain in full force and effect and will be unaffected by this Addendum.

14.2 In the event of a conflict between the terms of the Agreement and this Addendum, this Addendum will control. In the event of a conflict between the various contract documents that comprise the Agreement, such conflicts shall be resolved in the following order: the General Terms shall control with regard to access and use of the Online Services, for all other purposes, the order of precedence shall be this Addendum, the State Contract, and then any other LN contract documents.

LN's acceptance of the terms of this Addendum shall be evidenced by its signature below or by providing Subscriber with access to the Online Services.

AGREED TO AND ACCEPTED BY:

HIDALGO COUNTY LAW LIBRARY SUBSCRIBER	**LexisNexis, a division of Reed Elsevier Inc.**
BY: _____	**BY:** _____
NAME: _____	**NAME:** _____
TITLE: _____	**TITLE:** _____
DATE: _____	**DATE:** _____

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LexisNexis®

September 26, 2014

Angie Chapa
Hidalgo County Law Library
100 N. Closner Blvd.
Edinburg, TX 78539

Ms. Chapa:

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Law Enforcement Solutions Page — Provides simple, one-click access to a comprehensive range of investigative, fraud prevention/detection, and risk management solutions — all from a single powerful web page interface. This helps you quickly compile a comprehensive report on an individual — including name, aliases, address history, driver's license, bankruptcies, judgments, liens, associated people, and businesses.

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Sincerely,

Sean Kardux

LexisNexis State & Local Government

9443 Springboro Pike | Miamisburg, OH 45342 | Direct 937-247-8083 | sean.kardux@lexisnexis.com

RE: Law Library Lexis Contract

From : Josephine L. Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Tue, Sep 30, 2014 01:49 PM

Subject : RE: Law Library Lexis Contract

To : 'Darlene H. Betancourt' <darlene.betancourt@co.hidalgo.tx.us>

Cc : rocio villarreal <rocio.villarreal@co.hidalgo.tx.us>, fidencioguerra@yahoo.com, angie chapa <angie.chapa@co.hidalgo.tx.us>

Reply To : josephine ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Ms. Darlene,

I have reviewed the attached Lexis Nexis Agreement for the Law Library and approve as to form. As we discussed, this agreement should be placed on the agenda for approval.

Thank you,

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section Chief
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

****
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****

From: Angie Chapa [mailto:angie.chapa@co.hidalgo.tx.us]
Sent: Friday, September 26, 2014 4:02 PM
To: josephine.ramirez@da.co.hidalgo.tx.us

Cc: rocio.villarreal@co.hidalgo.tx.us; darlene.betancourt@co.hidalgo.tx.us; fidencioguerra@yahoo.com; angie chapa
Subject: Law Library Lexis Contract

Ms. Ramirez,
As per your request, I am attaching a copy of the Lexis Nexis Contract for you to review. As I explained over our phone conversation, the Law Library has enough funding in our budget to cover the cost of Lexis Nexis Online Research. We are a Special Revenue Fund and receive no funding from the County's General Fund. I am also attaching the contact name and phone number for the Lexis Nexis Territory Manager should you have any questions on the contract. Please call or email me if you need any other information. Thanking you in advance for your assistance on this matter. Have a great weekend.

Angie Z. Chapa
Law Librarian
(956)318-2155
Angie.Chapa@co.hidalgo.tx.us

LexisNexis®

SCHEDULE A

Investigative Portal
(Per User Subscription)

Agency (Customer) Name:	**HIDALGO COUNTY CONSTABLES OFFICE (TX)**
Billgroup #:	**12802H**
LN Account Manager:	**Jackie Koski**

This Schedule A sets forth additional or amended terms and conditions for the use of the Investigative Portal services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). The services set forth in this Schedule A are non-FCRA Services.

1. SCHEDULE A TERM
The term of this Schedule A will be 12 months beginning 11/1/2014 (the "Initial Term"), and shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless a party provides written notice of termination to the other at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES
2.1 User Fees: The following table (the "Price Table") describes the agreed upon user fees (the "User Fees"):

PRICE TABLE		
Monthly Minimum Users:		**3**
Standard Features Fee:		**$183.00**
Premium Features Fee:	N/A	**$0.00**
Total Monthly User Fees (per user):		**$183.00**
Total Monthly Minimum Amount:		**$549.00**

All of the searches and reports included in the Price Schedule are referred to as the "Features". The total User Fees include unlimited access to all Features. User Fees shall be due each month for: (i) any user ID upon which any search occurs during a calendar month; and (ii) any user ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of such month. At the end of each twelve-month period User Fees will be increased 3%

2.3 Payment Amount: Customer shall pay to LN each month the greater of (i) total User Fees or (ii) the total monthly minimum amount(s) as specified in the Price Table.

3. EXPIRATION
Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before 9/30/2014.

4. CONFIDENTIAL INFORMATION
This Schedule A contains confidential information of LN. Customer acknowledges that the disclosure of such information could cause competitive harm to LN, and as such, Customer agrees to maintain Schedule A in trust and confidence and take reasonable precautions against such disclosure to any third party.

AGREED TO AND ACCEPTED BY: HIDALGO COUNTY CONSTABLES OFFICE (TX)

Signed: _____

Name: _____

Title: _____

Date: _____

Fax all pages of the completed Schedule A to your Account Manager
Investigative Portal (Per User Subscription)

Investigative Portal

Core Product Feature List (Pricing is per search / report unless otherwise indicated)

PRICE SCHEDULE	
FEATURES	**PRICE**
Advanced Sexual Offender Search	--
Aircraft Registrations (charged if record returned)	--
Bankruptcies	--
Comprehensive Business Report	--
Comprehensive Location Report	--
Comprehensive Person Report	--
Concealed Weapon Permits	--
Criminal Records	--
D&B FEIN	--
D&B DUNS Minority and Women-Owned Businesses	--
D&B Global Market Identifiers	--
DEA Registrants	--
Death Records	--
Deaths & Obituaries in the News	--
Driver Licenses (charged if record returned)	--
Experian Business Reports	--
FAA Pilots	--
Federal Civil & Criminal Docket Summaries	--
Firearms & Explosives	--
Hoover's Company Capsules	--
Hunting and Fishing Licenses	--
Judgments & Tax Liens	--
LexisNexis® Corporate Affiliations™	--
Marriage & Divorce Records (charged if record returned)	--
Mergerstat	--
Military Personnel (archived)	--
Mortgage & Financial Service Sanctions	--
Motor Vehicle Registrations (charged if record returned)	--
Negative News	--
OFAC & Other Watch Lists	--
Official Records	--
People and Businesses in the News	--
Phone & Reverse Phone Lookup (charged if record returned)	--
Professional Licenses	--
Real Property (Assessments, Deeds & Mortgages) (charged if record returned)	--
SEC Filings	--
Secretary of State Filings	--
Sexual Offenders	--
Standard & Poor's Corporate Descriptions Plus News	--
State Civil & Criminal Filings	--
Statewide Public Records Business Search (charged if record returned)	--
Statewide Public Records Person Search (charged if record returned)	--

UCC Liens	--
Voter Registrations (charged if record returned)	--

Fax all pages of the completed Schedule A to your Account Manager

Investigative Portal (Per User Subscription)

RE: Lexis Nexis

From : Steve Crain <scrain@atlashall.com> Thu, Oct 02, 2014 04:39 PM
Subject : RE: Lexis Nexis
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The appropriation amendment is fine.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, October 02, 2014 4:05 PM
To: Steve Crain
Subject: Re: Lexis Nexis

Mr. Crain:

Attached is Appropriation Amendment provided in a year ago for the same request from you. 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: "Steve Crain" <scrain@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Tuesday, September 16, 2014 3:53:53 PM
Subject: RE: Lexis Nexis

Numbered paragraph 1 is tricky in that the agreement automatically renews annually unless the County provides a 60 day termination prior to the renewal date. Also, you need to add the Commitment of Current Revenues paragraph to this document.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Tuesday, September 16, 2014 2:49 PM
To: Steve Crain
Subject: Lexis Nexis

AI-46902 **Purchasing Department 26. B. 1.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: Comm. AC Cuellar, HC Pct. #1 Submitted By: Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Action to rescind action taken on 08/12/2014 (AI-45877) and cancel PO #713360 in the amount of $27,911.00 issued to CoNo Creative Concepts, Inc., inasmuch as Roll Off Containers did not meet Quality Assurance Standards;

B. Requesting approval to purchase (6) Roll Off Containers to Wastequip Mfg Co. LLC meeting all specifications and/or requirements through the County's membership/participation with Buy-Board (TASB) awarded vendor (Contract #425-13) in the amount of $28,370.00 which includes delivery, shipping and any other appurtenances as may be needed for use by Pct. #1 for Landfill disposal purposes. (Project #14-318-OGG)

BACKGROUND

Wastequip is an approved vendor with Buyboard and has submitted a quote for proposed containers.

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1303-431-00-00-121-041-0-742

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

BUDGETARY IMPACT:

Acct. #4-1303-431-00-00-121-041-0-742 currently has funds in the amount $46,200.31 for proposed purchase.

Attachments

BB-quote

AI-45877

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/09/2014 05:27 PM
Budget & Management	Veronica Ortiz	10/09/2014 05:37 PM
Glinda Pacheco	Glinda Pacheco	10/10/2014 02:38 PM
Auditor's Office	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Oscar Garza Started On: 10/09/2014 02:39 PM

Final Approval Date: 10/10/2014

100 East Industrial Park Blvd, Beeville, TX, 78102
PHONE: 800-242-0122 FAX: 361-358-0418
Quote Number: WQ-0028879

QUOTATION

Sell To:		Ship To:	
Customer Contact	Oscar Garza	Ship To Name	Pct. #1 Landfill
Customer Name	County Of Hidalgo	Shipping Address	13266 mile 1 1/2 West Mercedes, TX 78570
Billing Address	100 E Cano Admin Bldg Edinburg, TX 78539	Customer Job Reference	BuyBoard Quote
Email	oscarg.garza@co.hidalgo.tx.us		
Phone	(956) 318-2626		

Salesperson	Olivia Ramirez	Created Date	10/09/2014
Email	oramirez@wastequip.com	Expiration Date	11/15/2014
Phone	(800) 242-0122	Quote Number	WQ-0028879

Customer Service Contact	Olivia Ramirez
Email	oramirez@wastequip.com
Phone	(800) 242-0122

Product	Product Description	Details	Options	QTY	Unit Price	Extended Price
154234	30 Yard Rectangular ROC Heavy Duty, 22' Long	Per BB Description: Rectangle Style, 1/4" floor, 2 roller on rear, 3/4" hook plate, standard paint		6	$4,493.00	$26,958.00

Subtotal	$26,958.00
Freight (F.O.B)	$1,412.00
Tax	$0.00
Total	$28,370.00

Special Instructions and Information

Additional Information
Special Instructions

Pricing is based on Wastequip's Buy Board Contract No.425-13 as awarded on May 23, 2013. Per the terms of the contract, pricing may be amended at any time with documentation, and subject to Buy Board approval.

100 East Industrial Park Blvd, Beeville, TX, 78102
PHONE: 800-242-0122 FAX: 361-358-0418
Quote Number: WQ-0028879

Shipping Details

Est. Ship Date	45 Days After Receipt of Written Purchase Order or fully executed contract or receipt of fully executed approved drawings and order acknowledgement, whichever is later	Shipping Terms	FOB Destination
Shipping Instructions		Shipping Terms Details	
Installation Instructions	Off Loading by Others		

Additional Information

Payment Terms	Net 30 Days
Additional Terms	Our quote is a good faith estimate, based on our understanding of your needs. Your order is an offer to purchase our products and services, subject to our acceptance, and in accordance with the Wastequip Terms and Conditions. The Wastequip Terms and Conditions, which are available on our website and incorporated by reference herein, constitute the entire agreement regarding the purchase of our products and services, including our limited warranties. Our pricing is based on your anticipated order, including product specifications, quantities and timing - any differences to your order may result in different pricing. Due to volatility in petrochemical, steel and related product material markets, actual prices, as well as freight, are subject to change and will be confirmed prior to acceptance of an order. Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, products and materials are subject to manufacturing and commercial variations and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this quotation may not include all applicable taxes, brokerage fees or duties. Wastequip, Toter, Galbreath, Cusco, Accurate, Mountain Tarp, Pioneer, and Parts Place are registered trademarks, trade names and subsidiaries of Wastequip, LLC.
Special Contract Information	Pricing is based on Wastequip's Buy Board Contract No.425-13 as awarded on May 23, 2013. Per the terms of the contract, pricing may be amended at any time with proper documentation, and subject to Buy Board approval. Pricing may change without written prior notice.

Signatures

Salesperson:	_____	Accepted By:	_____
		Company Name:	_____
		Date:	_____
CC:		Purchase Order:	_____

Please Reference Quote Number on all Purchase Orders

APPROVED

Requisition #262079

AI-45877 **Purchasing Department** **9. D.**

CC CONSENT

Meeting Date: 08/12/2014

Submitted For: Comm. AC Cuellar, HC Pct. #1 Submitted By: Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval to purchase Six (6) Roll Off Containers from CoNo Creative Concepts, Inc., in the amount of $27,911.00 to include but not limited to delivery, shipping and any appurtenances as may be needed. CoNo Creative Concepts is the lowest quote received on proposed Roll Off Containers meeting required specifications. (Project #14-318-OGG)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1303-431-00-121-041-0-742

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

BUDGETARY IMPACT:

As requested by Pct. #1 Acct #4-1303-431-00-121-041-0-742 has been appropriated for proposed purchase. NIGP Code for this item is 450-65 and no expenditures have been exhausted year to date.

Attachments

backup doc

Pct. #1 Approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/06/2014 03:15 PM
Budget & Management	Debbie Tamez	08/07/2014 10:48 AM
Glinda Pacheco	Glinda Pacheco	08/08/2014 08:28 AM
Auditor's Office	Monica Badillo	08/08/2014 05:19 PM

Form Started By: Oscar Garza Started On: 08/06/2014 01:19 PM

Final Approval Date: 08/08/2014

RECEIVED
By Oscar Garza at 4:23 pm, Aug 20, 2014

Purchase Order
COUNTY OF HIDALGO

PO# 713360

DATE: 08/20/14

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 426644 REQ: 00262079

PHONE: (956)313-0426

Fax: (956)568-1151 EMAIL: raul@conoinc.com

CONO CREATIVE CONCEPTS, INC.
216 W. VILLAGE BLVD, STE 102-15
LAREDO TX 78041

SHIP TO: HIDALGO CO. PCT 1
1902 Joe Stephens Ave
WESLACO TX 78596

CONTACT:

SITE: COMMISSIONER, PRECINCT 1

CONTRACT NO:

SPECIAL INSTRUCTIONS: RM17

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		
6.00	EACH	OM FIXED ASSET#62367,62368,62369,62370,62371,62372 MODEL# CONO2108: 30 YARD, 22' LONG TUB OPEN TOP CONTAINER, XHD, UNIVERSAL CABLE, 1/4" FLOOR, 7 GAUGE SIDES, FRONT & DOOR, PRIMED & PAINTED ANY STANDARD COLOR. FREIGHT FOB --FREIGHT IS BEST RATE AT TEIM OF DELIVERY.	4,448.00	26,688.00
1.00	EACH	OM SHIPPING	1,223.00	1,223.00
		TOTAL:		27,911.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		********** For Hidalgo County use only		
		4-1303-431-00-121-041-0-742 27,911.00		

COPY

Authorized by: Martha L Salazar

AI-46924 **Purchasing Department 26. C. 1.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: Comm. H Palacios, HC-Pct. 2 **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Recommendation by project engineer Raul Sesin, P.E., Hidalgo County Planning Dept., for HCCC to award to the responsible vendor submitting the lowest/best bid meeting all specifications/requirements for Hidalgo County Precinct No. 2: "Equipment and Maintenance Facility On-Site Civil Improvements Concrete Work"-RFB No. 2014-353-10-08-MSS." to RDH Site and Concrete, LLC, in the total amount of $75,549.90;

B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee (historically Raul Silguero unless otherwise changed by Comm.) to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS and in no event to exceed the Change Order's statutory limits...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

BACKGROUND

Req# 265156

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1342-431-00-122-053-0-739

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

BUDGETARY IMPACT:

Funds available as of 10/10/14 --> $89,356.43

Attachments

Award Recommendation and Tab sheet by Mr. Sesin, P.E., project engineer.

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/10/2014 02:51 PM
Budget & Management	Veronica Ortiz	10/10/2014 03:20 PM
Glinda Pacheco	Glinda Pacheco	10/10/2014 03:57 PM
Auditor's Office	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Moises Salazar Started On: 10/09/2014

Final Approval Date: 10/10/2014

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

October 8, 2014

Honorable Commissioner Hector "Tito" Palacios
Hidalgo County Precinct No. 2
300 W. Hall Acres Rd., Suite G
Pharr, Texas 78577

RE: Equipment and Maintenance Facility On-Site Civil Improvements
Concrete Work
Hidalgo County Precinct No. 2
Bid No.: 2014-353-10-08-MSS

Dear Commissioner Palacios;

Bids were received and opened for Hidalgo County Precinct No. 2 Equipment and Maintenance Facility On-Site Civil Improvements Concrete Work Bid No.: 2014-353-10-08-MSS on October 8, 2014. A total of four base bids were received with RDH Site and Concrete, LLC being the low base bidder for the project. Attached is a copy of the bid tabulation for your review.

This project consists of concrete work including Type "A" Barrier Curb and Gutter, Concrete Pads, Concrete Aprons, Concrete Spillways and Sidewalks for the Hidalgo County Precinct No. 2 Equipment and Maintenance Facility. RDH Site and Concrete, LLC has constructed several projects to satisfaction within Hidalgo County. We recommend awarding the project to RDH Site and Concrete, LLC for the base bid amount of $75,549.90.

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.
bjg 4g

Raul E. Sesin, P.E., C.F.M.
Planning Administrator

Attachments: Bid Comparison

BID COMPARISON

HIDALGO COUNTY PRECINCT No. 2

PROJECT No. 2014-353-10-08-MSS

HIDALGO COUNTY PRECINCT No. 2 EQUIPMENT AND MAINTENANCE FACILITY ON-SITE CIVIL IMPROVEMENTS CONCRETE WORK

BASE BID				RDH Site & Concrete LLC		SDM Construction & Develop. LLC		ESPM Construction & Maintenance		Herrera & Hunt, Inc.	
Item No.	Item Description	Estimated Quantity	Unit	Unit Price In Figures	Total Extension In Figures	Unit Price In Figures	Total Extension In Figures	Unit Price In Figures	Total Extension In Figures	Unit Price In Figures	Total Extension In Figures
1	TYPE "A" BARRIER CURB & GUTTER	2,250	LF	$ 10.00	$ 22,500.00	$ 8.75	$ 19,687.50	$ 14.25	$ 32,062.50	$ 13.56	$ 30,510.00
2	4" CONCRETE SIDEWALK	65	SY	$ 38.46	$ 2,499.90	$ 43.00	$ 2,795.00	$ 39.00	$ 2,535.00	$ 37.48	$ 2,436.20
3	6" CONCRETE PADS FOR PUMP STATIONS	260	SY	$ 45.00	$ 11,700.00	$ 60.00	$ 15,600.00	$ 60.00	$ 15,600.00	$ 39.14	$ 10,176.40
4	6" CONCRETE DRIVEWAY APRONS	630	SY	$ 45.00	$ 28,350.00	$ 60.00	$ 37,800.00	$ 60.00	$ 37,800.00	$ 78.23	$ 49,284.90
5	20' X 5' CONCRETE SPILLWAYS	3	EA	$ 1,500.00	$ 4,500.00	$ 680.00	$ 2,040.00	$ 1,250.00	$ 3,750.00	$ 1,833.30	$ 5,499.90
6	10' X 5' CONCRETE SPILLWAYS	6	EA	$ 1,000.00	$ 6,000.00	$ 340.00	$ 2,040.00	$ 850.00	$ 5,100.00	$ 916.67	$ 5,500.02
			GRAND TOTAL		**$ 75,549.90**		**$ 79,962.50**		**$ 96,847.50**		**$ 103,407.42**

AI-46952 **Purchasing Department 26. C. 2.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: Comm. H Palacios, HC-Pct. 2 **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the construction contract documents for Hidalgo County Precinct No. 2: "Road Runner Subdivision Paving & Drainage Improvements Project" (CC award action AI-46475, 9/15/14) to Texas Cordia Construction, LLC, in the total amount $405,928.00, subject to legal counsel's final review and approval w/Contract# C-14-285-09-15.

BACKGROUND

Req# 263328

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-101-0-731

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

BUDGETARY IMPACT:

Funds available as of 10/10/17 --> $416,566.01

Attachments

Prct 2's Request to place on Agenda for Contract Approval to Texas Cordia

Contract pages

CC Award Approval Agenda

Legal's approval subject to receipt of Insr. Certificate

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/10/2014 02:55 PM
Budget & Management	Veronica Ortiz	10/10/2014 03:21 PM
Glinda Pacheco	Glinda Pacheco	10/10/2014 03:49 PM
Auditor's Office	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Moises Salazar Started On: 10/10/2014

Final Approval Date: 10/10/2014

Zimbra **moises.salazar@co.hidalgo.tx.us**

Roadrunner Subdivision

From : Erika Zamora <erika.zamora@co.hidalgo.tx.us> Wed, Oct 08, 2014 05:08 PM

Subject : Roadrunner Subdivision

To : Moises Salazar <moises.salazar@co.hidalgo.tx.us>

Cc : Areanna E. Yzaguirre <areanna.yzaguirre@co.hidalgo.tx.us>, Raul Sesin <raul.sesin@co.hidalgo.tx.us>, Raul Silguero <raul.silguero@co.hidalgo.tx.us>

Moises,

Commissioner requested that the contract for Roadrunner Subdivision be placed on the agenda for approval for next Tuesday 10/14/14. I understand Mr. Crain did not want to sign the contract because the contractors insurance expires October 11, 2014, but we will have the new insurance certificate by October 13, 2014.

Please send me the agenda item number as soon as its ready so I can have Monica move it to Tuesday's Agenda. If you have any questions/concerns please let me know.

Thank you,

Erika Zamora
Director of Administrative Operations
Hidalgo County Precinct #2
300 West Hall Acres, Suite G
Pharr, Tx 78589
(956) 787-1891 Ext. 2015 - Office
erika.zamora@co.hidalgo.tx.us

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-14-285-09-15

This Agreement, entered into this 15th day of September, 2014 by and between **Hidalgo County** (hereinafter called the "OWNER," and, Texas Cordia Construction, LLC (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement 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:

Hidalgo County Precinct No. 2 "Roadrunner Subdivision Paving & Drainage Improvements"

Hereinafter called the project, for the sum of **Four Hundred Five Thousand Nine Hundred Twenty Eight Dollars ($405,928.00)** and all extra work in connection therewith, under the terms and 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 Technical Specifications, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by County of Hidalgo, Raul E. Sesin, P.E., entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the 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 written "Notice to Proceed" of the OWNER and to fully complete the project within **90 consecutive calendar days thereafter**. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $ **250.00** for each consecutive calendar day thereafter.

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 Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in five (5) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISSIONERS COURT ON;_____, 2014.

CONTRACTOR:_____
Print Name & Title: Yara M. Corbitt, President
Name of Firm: Texas Cordia Construction, LLC

Address: 3149-A Center Pointe Drive
Edinburg, TX 78539
Fed I.D. #/SS #: 45-2590990

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 29th day of September, 2014, by President (Title) Of and on behalf of Texas Cordia Construction, LLC (A corporation)

_____
Notary Public-Signature

ISABEL G. MARTINEZ
Notary Public, State of Texas
My Commission Expires
December 03, 2017

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Ramon Garcia, County Judge

A. **Pct. 2**

1. **AI-46475** A. Recommendation by project engineer Raul Sesin, P.E., Hidalgo County Planning Dept., to award the lowest base bid to vendor meeting all specification for project -Hidalgo County Precinct No. 2 -"Roadrunner Subdivision Paving and Drainage Improvements"-RFB No. 2014-285-07-30-MSS." to Texas Cordia Construction, LLC, in the total amount of $405,928.00.

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: 4 - 0 - Unanimously

B. Pursuant to TXLGC 262.031 and in the interest of expediting a project's progress, requesting authority/approval for the Precinct Commissioner or designee (historically Raul Sesin unless otherwise voice by Comm.) to execute change orders that involve ...'an increase or decrease in cost of $50,000.00 or LESS and in no event to exceed the Change Order's statutory limits...'. The original contract price may not be decreased by 18 % or more without the consent of the contractor".

Mr. Oscar Garza, Purchasing Department, mentioned that there was a typo on the caption stating it should read Raul Silguero, not Raul Sesin.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR “TITO” PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 -Unanimously

2. **AI-46425** Requesting authority to advertise with approval of RFB plans and specifications developed by project engineer, Raul Sesin, P.E., Hidalgo County Planning Department for: Hidalgo County Precinct No. 2 -"Equipment & Maintenance Facility On-Site Civil Improvements Concrete Work"-RFB No. 2014-353-10-15-MSS.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

B. **WIC**

1. **AI-46468** Requesting approval to complete and execute a Standard Letter of Authorization for the Request of Historical Usage Information to release energy usage data, including kWh, kVA or KW, and interval data (if applicable) at the 2891 E. Grant St, Roma, Texas (lease building for WIC Program) to Reliant Energy Texas Retail (Hidalgo County's current awarded provider) for a period of no more than 12 month.

NO ACTION taken on this Item.

Zimbra **moises.salazar@co.hidalgo.tx.us**

Fwd: Pct 2 Roadrunner Subdivision - Contract Approval

From : Erika Zamora <erika.zamora@co.hidalgo.tx.us> Fri, Oct 10, 2014 02:14 PM
Subject : Fwd: Pct 2 Roadrunner Subdivision - Contract Approval
To : Moises Salazar <moises.salazar@co.hidalgo.tx.us>
Cc : Martha Salazar <martha.salazar@co.hidalgo.tx.us>

FYI

Erika Zamora
Director of Administrative Operations
Hidalgo County Precinct #2
300 West Hall Acres, Suite G
Pharr, Tx 78589
(956) 787-1891 Ext. 2015 - Office
erika.zamora@co.hidalgo.tx.us

From: "Steve Crain" <scrain@atlashall.com>
To: "Erika Zamora" <erika.zamora@co.hidalgo.tx.us>
Sent: Friday, October 10, 2014 2:07:26 PM
Subject: RE: Pct 2 Roadrunner Subdivision - Contract Approval

We can approve subject to receipt of the insurance certificate.

From: Erika Zamora [mailto:erika.zamora@co.hidalgo.tx.us]
Sent: Friday, October 10, 2014 1:38 PM
To: Steve Crain
Cc: Moises Salazar; Martha Salazar; Nora D Cavazos
Subject: Pct 2 Roadrunner Subdivision - Contract Approval

Good afternoon Steve,

Commissioner Palacios requested that I inform you that we placed AI#46952 on the agenda for Commissioners court approval on 10/14/14 to approve the contract for Texas Cordia for Roadrunner Subdivision.

I understand that you have not signed the contract because Texas Cordia's insurance will expire October 11, 2014. Mr. Sesin informed me that we will have the vendors new insurance certificate by 10/13/14. Since we will have the certificate before 10/14/14, Commissioner requested that we proceed to place the contract on the agenda for approval.

If you have any questions or concerns please let me know.

Thank you,

Erika Zamora
Director of Administrative Operations
Hidalgo County Precinct #2

300 West Hall Acres, Suite G
Pharr, Tx 78589
(956) 787-1891 Ext. 2015 - Office
erika.zamora@co.hidalgo.tx.us

AI-46803 **Purchasing Department 26. C. 3.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: Martha L. Salazar, HC-PA Submitted By: Roy Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance of a donation of asset/vehicle (as further described/detailed in Exhibit A attached hereto) by the Hidalgo County Urban County Program for transfer to Precinct #2 with all other applicable documentation included.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No fiscal impact at this time unless future repairs or maintenance costs are necessary for which Pct. #2 would be responsible.

Attachments

Asset Transfer Form 2014-288

Asset Purchase Information

Exhibit A

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/02/2014 01:26 PM
Budget & Management	Veronica Ortiz	10/02/2014 02:19 PM
Glinda Pacheco	Glinda Pacheco	10/03/2014 03:49 PM
Auditor's Office	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Roy Garcia Started On: 10/02/2014 10:02 AM

Final Approval Date: 10/10/2014

RECEIVED
AUG 21 2014

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	SURPLUS	1601
TRANSFER FROM:	URBAN COUNTY PROGRAM	250

TF# 2014-288

CONTACT INFORMATION:

NAME (PRINT DIANA R. SERNA | 956-787-8127 | FAX NO.: 956-318-2988 | E-MAIL: nellie.flores@ucp.co.hidalgo.tx.us

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)

POSTED 9/10/14

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
1	2000 15 PASSAGNER CHEVROLET VAN	U.C. 2628	1GAHG39R7Y1144953	F
2				
3				
4				
5				
6				
7				
8				
9	LOCATED AT PCT 2			
10	WILL BE TRANSFERRED TO PCT 2			

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC
	NR		—		

JUSTIFICATION FOR TRANSFER: SURPLUS

	FROM	TO
DEPT.	250	1601
AMOUNT $	—	$ —

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	9-9-14
Contact Person transferring item(s) out	DIANA R. SERNA	Diana R Serna	7-14-14
Person receiving Item(s)	Brigelio Garcia		08/21/14
Reviewed & Processed by FA Division	Agueda Orozco		9/8/14

TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

DATE 8/21/14 INITIAL MF

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

SCANNED 9/12/14

Asset number.....: 2628 ** Active. ** Changed.: 07/11/2000
User....: 00337

1) Description....: CHEVY 1 TON 15 PASSANGER VAN
2) Purchased from.: HGAC/TRIANGLE CHEVROLET
3) MFG serial nbr.: VIN #: 1GAHG39R7Y1144953
4) Responsible....: ABRAM SENIOR CENTER
5) Group.....: 5425 - VEHICLES (CDBG)
6) Location.....: 93 - PRECINCT NO. 3

7) Date	Entry	Data item	Value
	1	INVOICE	5215
	1	PERCENT	100
		CONDITION	NEW
	1	ACCOUNTS	5099 93 0501 5425 9312
02/17/2000	1	COMMENT	YEAR 2000
02/17/2000	2	COMMENT	TAX,TITLE,LICENCE COST PD TO TRIANGLE CHEV $1859
02/17/2000	1	INCLUDES	WARRANTY $2080.00
02/17/2000	2	INCLUDES	HGAC ADMIN FEE $420.46
		CHECK NO	11,903
		BATCH	699
		PO	5164
		VOUCHER	21,887

8) Reporting type	Date	Amount	Meth	Life	Salvage value
1 NEW	COST 02/17/2000	30,639.45	0	0Y	.00
	OEPR 00/00/0000	.00 (Accumulated total)			

Asset number.....: 4084 ** Active. ** Changed.: 08/26/2013
User....: 00337

1) Description....: DELL INTEL PENTIUM 4 COMPUTER
2) Purchased from.: DELL MARKETING LP
3) MFG serial nbr.: DRF2Q71
4) Responsible....: F4
5) Group.....: 6801 - HARDWARE
6) Location.....: 99 - GENERAL ADMINISTRATION

7) Date	Entry	Data item	Value
	1	INVOICE	F03819961
	1	PERCENT	100
		CONDITION	NEW
	1	ACCOUNTS	5004 99 2101 6801 9900
07/25/2013	1	COMMENT	1G8 MEMORY ADDED TO PC (V#48194/1718 $67.29)
06/15/2005	9	INCLUOES	INITIAL YR-TECH SUPPORT & NXT BUSINESS DAY PARTS
06/14/2005	1	INCLUDES	OELL KEYBOARD, 17IN FLAT PANEL MONITOR
06/14/2005	2	INCLUDES	80GB HARD DRIVE, 3.5IN FLOPPY ORIVE
06/14/2005	3	INCLUDES	MICROSOFT WINOOWS XP PROFESSIONAL, OELL MOUSE
06/14/2005	4	INCLUDES	48X CD-ROM AND 48X COMBO DRIVE
06/14/2005	5	INCLUDES	POWER DVO SOFTWARE DECOOING FOR DVD DRIVES
06/14/2005	6	INCLUDES	OELL SPEAKERS
06/14/2005	7	INCLUDES	2YR EXTENDEO-TECHNICAL SUPPORT

URBAN COUNTY
SURPLUS

EXHIBIT "A" **10/2/2014**

ASSET NR	DESCRIPTION	VIN Number	LOCATION WITHIN COUNTY
2628	2000 15 Passagner Chevrolet Van	1GAHG39R7Y1144953	Pct. 2

AI-46875 **Purchasing Department 26. C. 4.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: Comm. H Palacios, HC-Pct. 2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting acceptance and approval of Work Authorization No. 5 (with an estimated cost of $27,681.00) as submitted by R. Gutierrez Engineering Corporation, Contract No. C-14-085-04-08, to provide preliminary engineering, topographic surveying, final design and construction plans development, construction management and support for the improvements to Pct 2's Lopezville Park Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1339-452-00-122-054-0-739

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

BUDGETARY IMPACT:

Funding pending approval of AI#46914 CC 10/14/14. Req#265160

Attachments

Work Auth# 5

Form Review

Inbox	Reviewed By	Date
Erika Zamora	Erika Zamora	10/10/2014 02:53 PM
Purchasing Department	Marty Salazar	10/10/2014 02:57 PM
Budget & Management	Veronica Ortiz	10/10/2014 03:15 PM
Glinda Pacheco	Glinda Pacheco	10/10/2014 03:39 PM
Auditor's Office	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Erika Zamora Started On: 10/08/2014

Final Approval Date: 10/10/2014

R. Gutierrez Engineering Corporation

October 3, 2014

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
300 W. Hall Acres, Suite G
Pharr, TX 78577

RE: Work Authorization No. 5 – Lopezville Park
Project No. ENG14.105

Dear Commissioner Palacios:

Enclosed are two original signature copies of a proposed Work Authorization No. 5 of the 2014 Road & Bridge Contract. This work authorization is for professional services associated with providing construction plans for the proposed improvements to Lopezville Park.

If this Work Authorization No. 5 meets your approval, please place it before Commissioners Court for approval and signature. Please return one original signature copy for my files. If you have any questions, please call me so that we may discuss them. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

encl
cc: Files

130 E Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgec.net

HIDALGO COUNTY
Professional Engineering Services
Contract # C-14-085-04-08
Work Authorization Form

Work Authorization No. 5

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner**," and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide civil site design services for the proposed improvements to Lopezville Park. The proposed work will consist of providing: preliminary engineering, topographic surveying, final design, and construction plans development and construction management and support for the project.

The scope of services to be provided by the **Owner** is identified in **Attachment 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 **Attachment B – Scope of Services to be Provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is included in **Attachment D – Proposed Fee**. The actual amount payable for services under this Work Authorization will be in accordance with Article 6.

PART 3. PAYMENT
Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 9.

PART 4. FUNDING
This Work Authorization shall be funded through funding source:

Account No. _____

Requisition No. _____ (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 shall terminate upon completion of the scope of services of the work as provided in Article 4.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT
This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ___ day of _____, 2014.

ENGINEER:

R. Gutierrez Engineering Corporation

By: _____
Name: Ramiro Gutierrez, P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: _____
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

By: _____
Name: Ramon Garcia
Title: County Judge

LIST OF ATTACHMENTS

EXHIBIT A – Services to be Provided by the Owner
EXHIBIT B – Services to be Provided by the Engineer
EXHIBIT C – Work Schedule
EXHIBIT D – Proposed Fee

HIDALGO COUNTY
Professional Engineering Services
Contract # C-14-085-04-08
Work Authorization Form

Work Authorization No. 5

EXHIBIT A
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

General
The **Owner** will provide to the **Engineer** the following:

(1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 5 and Article 6, both of this Agreement.

(2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(3) Provide any available relevant data the **Owner** may have on file concerning the project.

(4) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(6) Assist **Engineer** with obtaining permission to enter on properties for the purpose of surveying and engineering investigations for the project.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-14-085-04-08
Work Authorization Form

Work Authorization No. 5

EXHIBIT B
Services to be Provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project.**

The **Engineer** will provide to the **Owner** the following:

The Engineer will perform, or provide for, civil site design services for the proposed improvements to Lopezville Park. The proposed work will consist of providing: preliminary engineering, topographic surveying, final design, and construction plans development and construction management and support for the project in coordination with the Owner and/or project Architect.

The Engineer will perform field surveying for the purpose of establishing vertical and horizontal control for the Project. The Engineer will perform detailed topographic surveying for use in developing the project. The Engineer will also provide an inventory of existing utility information and provide coordination with the owners of these utilities for their adjustment if necessary. The Engineer will utilize topographic information provided by the County as well.

The Engineer will obtain the services of a geotechnical engineering firm to obtain geotechnical information, or utilize geotechnical information provided by the Owner, for use in the design of the project. The Engineer will prepare a Preliminary Schematic in sufficient detail to indicate the proposed work. The Engineer will develop preliminary layouts and a cost estimate for the Project for the Owner's and/or project Architect's review. The Engineer will perform the final design of the project and develop the construction plans for the project based on the Owner's and/or project Architect's direction after review of the Preliminary Schematic and cost estimate. The Engineer will assist the Owner and/or Architect with the bidding process as well as provide construction management and support.

PHASE I – PRELIMINARY PHASE

Preliminary Engineering Report. The Engineer will prepare a Preliminary Schematic in sufficient detail to indicate the proposed work. The Engineer will develop preliminary layouts and a cost estimate for the Project for the Owner's and/or project Architect's review.

Field Surveying. The Engineer will review and verify any survey information provided by the County and will obtain additional topographic information as may be necessary for development of the project. The Engineer will establish primary Project control for field surveying by establishing horizontal and vertical control points, and perform a detailed topographic survey of the project.

Geotechnical Investigation. The engineer will provide for the performance of a geotechnical investigation and testing for the purpose of pavement design and determining the suitability of existing soils to be used in the proposed construction. The Owner may provide this Geotechnical information for use by the Engineer. The Geotechnical Investigation work, if provided under this work authorization, will be considered an additional service.

PHASE II – DESIGN PHASE

The Engineer will provide professional engineering services for the plans, specifications and estimate part of the development of the proposed improvements to the Lopezville Park as approved by the Owner and/or project Architect after review of the Preliminary Schematic and cost estimate.

Plans Development (PS&E). The Engineer will provide professional, surveying, and engineering design services for the preparation of plans for the development of the proposed improvements to the Lopezville Park. The engineer will perform field surveys to obtain additional information that may not have been gathered during the schematic design phase of the project. The engineer will utilize the Geotechnical investigation data obtained during the Preliminary Phase for the proper design of the project. The engineer will provide the engineering design services necessary for the development of the final construction plans, specifications and estimate (PS&E) for the project.

Engineering Design. The Engineer will utilize Hidalgo County established Standards in the development of the project design. The engineer will provide the development of the plans, specifications and estimate for the construction of the project. The plans will be developed on 11"x17" sheets. The plans may include, but not be limited to, title sheet, project layout, general notes, estimate and quantity, typical sections, sequence of construction, plan & profile, paving & drainage layout, culvert layout & details (as necessary), drainage details, storm water pollution prevention plan (SW3P), irrigation structure adjustment details, signing and striping details. The project cost estimate will be developed based on the unit price system of bidding utilizing recent bids received by the Owner or utilizing TxDOT's 12-month average bid data. The engineer will not be required to guarantee the accuracy of those estimates.

The Engineer will develop the hydraulic design in accordance with Hidalgo County/Local Municipal or TXDOT guidelines. The engineer will also provide the drainage design utilizing HEC-HMS, HEC-RAS, TR-55, Winstorm or other approved methods.

Plans will be developed utilizing a Microstation or AutoCADD software package. All design shall in all respects combine the application of sound engineering principles with a high degree of economy.

PHASE III – CONSTRUCTION PHASE

Construction Management and Support

The Engineer will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Bidding

1) The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under the PS&E phase.

2) The Engineer will coordinate and conduct a Pre-Bid Conference for prospective bidders.

3) The Engineer will assist Owner the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract.

Construction Contract Administration

4) In general, the Engineer will provide the management and engineering support/data required for consultation and advisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Contract.

5) The Engineer will coordinate and conduct a pre-construction conference.

6) Defects and Deficiencies. Based on the Engineer's periodic site visits, the Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of the Contractor. The Engineer will promptly notify the Owner of any such defect or deficiency discovered, and take all steps possible to require the Contractor to correct the defect or deficiency.

7) Contractor Payment. The Engineer will take measurements and calculate quantities, in accordance with the construction contract specifications, of those items of

work accepted as conforming to the construction contract specifications, based on the Engineer's periodic site visits and review of construction materials test reports, for the preparation of the monthly and final estimates for payment to the Contractor.

8) The Engineer will provide periodic Project site observations of the authorized construction as follows:

a) Project Engineer. The Engineer will provide periodic site visits by the Project Engineer or a competent representative of the Engineer to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

b) Resident Engineer and/or Construction Inspector(s). If requested and authorized by Owner as an additional service, the Engineer will furnish the services of a Resident Engineer and/or Construction Inspector(s) for continuous on-site inspection of construction to monitor/inspect the Contractor's daily progress and conformance to PS&E specifications.

Miscellaneous Technical Activities

9) Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Contractor.

10) Control of Materials & Equipment. The Engineer will provide inspection of materials and equipment furnished/used by the Contractor as follows:

a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

b) Observe Project record testing and/or independent assurance testing as outlined in the construction contract specifications.

11) Change Orders. When applicable the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.

12) Record Drawings. The Engineer will develop "record drawings", based on Contractor mark-ups, to depict the work as constructed. The Owner will be furnished three (3) set of prints.

ADDITIONAL SERVICES

Geotechnical Investigation work and Resident Engineer and/or Construction Inspector work and Construction Materials Testing will be considered as an additional service as stipulated in the Agreement.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-13-085-04-08
Work Authorization Form

Work Authorization No. 5

EXHIBIT C
Work Schedule

The schedule for the work in this Work Authorization shall commence on the date of execution of this Work Authorization and continue for:

(1) a period which may reasonably be required for the design and construction for the Project including the various parts, phases, any extra work and any required additions thereto; or

(2) a period extending 12 months after the completion of the services described in Exhibit B of this Work Authorization, which ever may be pertinent, in case construction is not commenced.

The final acceptance by the Owner of each phase of work on the Project shall serve as evidence of completion of that phase of work on the Project.

HIDALGO COUNTY

Professional Engineering Services
Contract #C-14-085-04-08
Work Authorization No. 5

EXHIBIT D
FEE ESTIMATE

TASK	CONTRACT AMOUNT ($)
Basis for Engineering Fee based on Article 6A of Contract	
Project Estimated Construction Cost	$263,627
Engineering Services Fee (8% of Construction Cost)	$21,090
Topographic Survey Services Fee (2.5% of Construction Cost)	$6,591
Total Fee (Prelim Eng, Design & Construction Services Fee)	**$27,681**
PART I - PRELIMINARY ENGINEERING (50% of Total Fee)	**$13,840**
TOPOGRAPHIC SURVEY (50% of Prelim Eng Fee)	$6,920
SCHEMATIC DESIGN (50% of Prelim Eng Fee)	$6,920
SUB-TOTAL (Prelim Eng Fee)	**$13,840**
PART II - DESIGN (30% of Total Fee)	**$8,304**
60% Plans Submittal (60% of PS&E Fee)	$4,983
90% Plans Submittal (30% of PS&E Fee)	$2,491
100% Plans Submittal (10% of PS&E Fee)	$830
SUB-TOTAL (PS&E Fee)	**$8,304**
PART III - CONSTRUCTION (20% of Total Fee)	**$5,536**
CONSTRUCTION PHASE SERVICES	$5,536
SUB-TOTAL (PS&E Fee)	**$5,536**
TOTAL PROFESSIONAL SERVICES FEE	**$27,681**

AI-46905 **Purchasing Department 26. C. 5.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: Comm. H Palacios, HC-Pct. 2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting acceptance and approval of Work Authorization No. 6 (with an estimated cost of $3,350.00) as submitted by R. Gutierrez Engineering Corporation, Contract No. C-14-085-04-08, to provide services for the developing of a survey plat and metes and bounds for a detention pond to be located north of the Pct 2 Mult-purpose Complex on Hall Acres Road.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-006-0-339

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

BUDGETARY IMPACT:

Funds available through Req#265164 as of 10/10/14 for R. Gutierrez Engineering Corp.

Attachments

Work Authorization #6

Form Review

Inbox	Reviewed By	Date
Erika Zamora	Erika Zamora	10/10/2014 03:02 PM
Purchasing Department	Marty Salazar	10/10/2014 03:29 PM
Budget & Management	Debbie Tamez	10/10/2014 04:17 PM
Glinda Pacheco	Glinda Pacheco	10/10/2014 04:46 PM
Auditor's Office	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Erika Zamora Started On: 10/09/2014 02:52 PM

Final Approval Date: 10/10/2014

HIDALGO COUNTY
Professional Engineering Services
Contract # C-14-085-04-08
Work Authorization Form

Work Authorization No. 6

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1. of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner**," and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide services for the developing of a survey plat and metes and bounds for a detention pond located north of the Pct 2 Office Complex on Hall Acres Road.

The scope of services to be provided by the **Owner** is identified in **Attachment 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 **Attachment B – Scope of Services to be Provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is included in **Attachment D – Proposed Fee**. The actual amount payable for services under this Work Authorization will be in accordance with Article 6.

PART 3. PAYMENT
Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 9.

PART 4. FUNDING
This Work Authorization shall be funded through funding source:

Account No. 4-1200-431-00-122-006-0-339

Requisition No. _____ (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 shall terminate upon completion of the scope of services of the work as provided in Article 4.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT
This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ___ day of _____, 2014.

ENGINEER:

R. Gutierrez Engineering Corporation

By: _____
Name: Ramiro Gutierrez, P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: _____
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

By: _____
Name: Ramon Garcia
Title: County Judge

LIST OF ATTACHMENTS

EXHIBIT A – Services to be Provided by the Owner
EXHIBIT B – Services to be Provided by the Engineer
EXHIBIT C – Work Schedule
EXHIBIT D – Proposed Fee

HIDALGO COUNTY
Professional Engineering Services
Contract # C-14-085-04-08
Work Authorization Form

Work Authorization No. 6

EXHIBIT A
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

General
The **Owner** will provide to the **Engineer** the following:

(1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 5 and Article 6, both of this Agreement.

(2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(3) Provide any available relevant data the **Owner** may have on file concerning the project.

(4) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(6) Assist **Engineer** with obtaining permission to enter on properties for the purpose of surveying and for performing engineering investigations for the project.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-14-085-04-08
Work Authorization Form

Work Authorization No. 6

EXHIBIT B
Services to be Provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project.**

The **Engineer** will provide to the **Owner** the following:

The Engineer will provide professional services for the preparation of a survey plat and metes and bounds description for a detention pond located north of the Pct 2 Office Complex on Hall Acres Road.

The Engineer will obtain title reports for each parcel from South Texas Land Investigations.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-14-085-04-08
Work Authorization Form

Work Authorization No. 6

EXHIBIT C
Work Schedule

The schedule for the work in this Work Authorization shall commence on the date of execution of this Work Authorization and continue for:

(1) a period which may reasonably be required for the design and construction for the Project including the various parts, phases, any extra work and any required additions thereto; or

(2) a period extending 12 months after the completion of the services called for in Phase I and/or Phase II as described in Exhibit B of this Work Authorization, which ever may be pertinent, in case construction is not commenced.

The final acceptance by the Owner of each phase of work on the Project shall serve as evidence of completion of that phase of work on the Project.

HIDALGO COUNTY

Professional Engineering Services
Contract #C-14-085-04-08
Work Authorization No. 6

EXHIBIT D
FEE ESTIMATE

TASK	CONTRACT AMOUNT ($)
Basis for Engineering Fee based on Article 5A of Contract	
Parcel Plat and Metes & Bounds Description (1 Parcel @ $2,800 per Parcel)	$2,800
Title Reports (1 Parcel @ $550 per Title Report)	$550
SUB-TOTAL	**$3,350**
TOTAL PROFESSIONAL SERVICES FEE	**$3,350**

Note: Boundary Surveying will be billed for the actual amount of Parcels surveyed at the rate of $2,800 per parcel plus $550 per Title Report.

AI-46808 **Purchasing Department 26. D. 1.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: Comm. J Flores, HC Pct. #3 **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to execute a lease of land agreement (as approved as a Sole Source on CC 12/20/11), with Jose Ramirez, Jr., for the purposes of landfill access at "Penitas Landfill"under TCEQ Permit No. MSW 1727 for the residents residing in areas outside the ETJ of cities in Precinct No. 3.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-432-00-123-001-0-441

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

BUDGETARY IMPACT:

2015 Adopted Budget

Attachments

Legal Approval

Jose Ramirez Jr. Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/06/2014 04:29 PM
Budget & Management	Veronica Ortiz	10/07/2014 01:24 PM
Glinda Pacheco	Glinda Pacheco	10/07/2014 04:25 PM
Auditor's Office	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Rocio Villarreal Started On: 10/02/2014 11:05 AM

Final Approval Date: 10/10/2014

RE: Jose Ramirez-Penitas Landfill

From : Steve Crain <scrain@atlashall.com> Thu, Oct 02, 2014 03:32 PM
Subject : RE: Jose Ramirez-Penitas Landfill
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The Ramirez lease is fine.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, October 02, 2014 3:17 PM
To: Stephen L. Crain
Subject: Fwd: Jose Ramirez-Penitas Landfill

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: "Steve Crain" <scrain@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Thursday, October 2, 2014 10:50:20 AM
Subject: RE: Jose Ramirez-Penitas Landfill

In 14.13 change “County” to Lessee each time “County” appears.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, October 02, 2014 10:25 AM
To: Stephen L. Crain
Subject: Jose Ramirez-Penitas Landfill

Mr. Crain:

As requested attached is the draft lease agreement with corrections. Please review and

approve as to form.

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

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

LEASE
C-14-000-00-00

THIS LEASE is made and entered into by and between **Jose Ramirez, Jr.**, a resident of Hidalgo County, Texas, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for one (1) year commencing on **January 2, 2015** ("Commencement Date") and ending on **January 1, 2016** ("Termination Date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than one (1) year remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to one (1) year from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease

for an additional one (1) year. If Lessee desires to renew and extend the term of this Lease for such renewal period, Lessee must give Lessor written notice of such renewal at least thirty (30) days prior to the termination of the initial lease term. Any renewal or extension of this Lease shall be on the same terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.3 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated upon giving the Lessor ninety (90) days written notice without cause. Upon a Lessee’s electing to terminate, this Lease shall cease and come to an end as if the day of the termination party’s election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under

the power of eminent domain.

1.6 Upon the expiration or termination of this Lease, or upon receipt of notice from any applicable regulatory authority that the landfill operated by Lessee on the Premises must be closed, the term of this Lease shall be automatically extended for the time necessary for Lessee to complete all applicable statutory or regulatory requirements necessary to close the landfill (the "Closure Term"). Rent at the then-current rates shall continue during the Closure Term. Upon written notification to Lessee that all closure requirements have been met by Lessee, the Closure Term shall terminate. Upon the expiration of the Closure Term, Lessee shall deliver the Premises to Lessor in its then-current condition. Following the expiration of the Closure Term, Lessee and all applicable regulatory authorities shall continue to have periodic access, at all times required by such authorities, to the Premises for the purposes of conducting monitoring studies of the closed landfill, as required by applicable laws and regulations.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental in the sum of Nine Thousand and no/100ths dollars (**$9,000.00)** per month as rent. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the 1st business day of each month commencing on the Commencement Date. All

installments of rent shall be paid in lawful money of the United States to the Lessor at PO Box 68, Penitas, Texas 78576 or other such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for landfill purpose only.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4.

INTENTIONALLY OMITTED

ARTICLE 5.

INTENTIONALLY OMITTED

ARTICLE 6.

ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased premises without the prior written consent of Lessor. Consent for nonstructural alterations,

additions, or improvements shall not be unreasonably withheld by Lessor.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

General Liability Insurance

9.1 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance in the amounts deemed adequate by Lessee, naming Lessor as additional insured. Prior to occupancy of the Premises, lessee shall provide Lessor with evidence of such insurance.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if they should be so damaged that rebuilding or repairs occurrence of the damage, this Lease, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and relent the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relent after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this

Lease, or any renewal of this Lease, plus the expense of relenting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Cumulative Remedies

12.2 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.3 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13.

ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:	Lessee:
Mr. Jose Ramirez, Jr.	County of Hidalgo
PO Box 68	1615 S. Closner, Suite J
Penitas, Texas 78578	Edinburg, Texas 78540

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

14.2 This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

14.3 This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

14.5 This agreement constitutes the sole and only agreement of the parties to the

agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee

agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Commitment of Current Revenues Only

14.12 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon ninety (90) days written notice to Lessor. Lessee 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).

Time of Essence

14.13 Time is of the essence of this agreement.

Immunities

14.14 Nothing in this Agreement is intended to and Lessee does not hereby waive, release or relinquish any right to assert any of the defenses Lessee enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Lessee as to any claim or action of any person, entity, or individual against Lessee.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the __day of _____, 2014.

LESSEE:
COUNTY OF HIDALGO

LESSOR:

_____
Ramon Garcia, County Judge

_____
Jose Ramirez, Jr.

ATTEST:

APPROVED AS TO FORM:
Atlas & Hall, LLP

_____
Arturo Guajardo Jr., County Clerk

By:_____
Steve L. Crain

EXHIBIT “A”

DESCRIPTION OF PROPERTY

Exhibit “A”

All of Tracts 325 and 326, Los Ejidos de Reynosa Viejo, Hidalgo county, Texas, except 7,663 acres, more or less, out of the Southwest part of Tract 325, as conveyed to Felipe Garcia, and as recorded Vol. 438, Page 495, Ded Records, Hidalgo County, Texas.

AI-46936 **Purchasing Department 26. E. 1.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: Comm. J Palacios, HC Pct. #4 **Submitted By:** Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

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

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services for Pct No.4 "ON CALL SERVICES".

totals	Dos Logistics, Inc	Le Fevre Engineering	LNV
scores	99	96	95
Ranking			

C. Authority for the Purchasing Department to negotiate a professional contract with the No. 1 ranked firm _____for professional engineering services for Pct No.4 "ON CALL SERVICES".

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

4-1200-431-00-124-007-0-339

Attachments

grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/10/2014 05:07 PM
Auditor's Office	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Nielda Cavazos Started On: 10/09/2014 04:45 PM

Final Approval Date: 10/10/2014

HIDALGO COUNTY PRECINCT NO 4

FOR

Professional Engineering Services

(On call as needed)

Scoring & Evaluation GRID

Engineering Services

Total Scores	Dos Logistics, Inc	Le Fevre Engineering	LNV
Evaluator 1	99	96	95
RANKING			

*Scoring & Evaluation was completed by Pct No 4 *

AI-46927 **Purchasing Department 26. E. 2.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: Comm. J Palacios, HC Pct. #4 **Submitted By:** Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

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

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional surveying services for Pct No.4 "ON CALL SERVICES";

Totals	Dos Land surveying	Arranda & Associates	ROW Surveying Services
scores	98	96	96
Ranking			

C. Authority for the Purchasing Department to negotiate a professional contract with the No. 1 ranked firm _____for surveying services for Pct No.4 "ON CALL SERVICES".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-124-07-0-339

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

BUDGETARY IMPACT:

4-1200-431-00-124-007-0-339

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-124-07-0-339

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

BUDGETARY IMPACT:

4-1200-431-00-124-007-0-339

Attachments

grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/10/2014 05:05 PM
Auditor's Office	Monica Badillo	10/10/2014 05:38 PM
Form Started By: Nielda Cavazos		Started On: 10/09/2014 04:08 PM

Final Approval Date: 10/10/2014

HIDALGO COUNTY PRECINCT NO 4

FOR

Professional Surveying Services

(On call as needed)

Scoring & Evaluation GRID

Surveying Services

Total Scores	Dos Land Surveying	Arranda & Associates, Inc	ROW Surveying Services, LLC
Evaluator 1	98	96	96
RANKING			

*Scoring & Evaluation was completed by Pct No 4 *

AI-46923 **Purchasing Department 26. E. 3.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: Comm. J Palacios, HC Pct. #4 **Submitted By:** Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

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

B. Presentation of scoring grid for the purpose of CC ranking the sole member of the County's approved "pool" of professional review appraisal services providers as qualified to continue to the next step of the process (on an as needed basis) for Precinct No. 4;

Evaluators HLH Appraisal Services
Score 100
Ranking

C. Authority for the Purchasing Department to negotiate a professional (review appraisal services) contract with the sole "qualified" firm of _____ for: the provision of professional review appraisal services, for (on an as needed basis) for Precinct No. 4.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-124-007-0-339

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

BUDGETARY IMPACT:

4-120-431-00-124-007-0-339

Attachments

grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/10/2014 05:03 PM
Auditor's Office	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Nielda Cavazos Started On: 10/09/2014 04:04 PM

Final Approval Date: 10/10/2014

HIDALGO COUNTY PRECINCT NO 4

FOR

Appraisal Review services

(On call as needed)

Scoring & Evaluation GRID

Appraisal Review Services

Total Scores	HLH
Evaluator 1	100
RANKING	

*Scoring & Evaluation was completed by Pct No 4 *

AI-46270 **Purchasing Department** **26. E. 4.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: Comm. J Palacios, HC Pct. #4 **Submitted By:** Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation for the purpose of award by CC, multiple responsible vendors submitting the lowest and best bids (as detailed in tabulation sheet contained herein) and meeting all specifications and/or requirements including approval of contract(s) for Request for Bids titled: Hidalgo County Precinct 1- "Aggregate Limestone Grade 4" through project No.: 2014-275-08-13-SGS.

BACKGROUND

1. Contract will commence on October 29, 2014
2. Contract document was reviewed and approved by Legal Counsel as to form.
3. Project is on an "As Needed Basis"

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-121-005-0-673

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

BUDGETARY IMPACT:

Prct 1 - $ 250.56 as of 10/6/14

Attachments

Recommendation, tab , participation log

Legal review & approval

C-14-275-10-14- Eustacio Rubio-dba Delta Aggregate

C-14-275A-10-14 Frontera Material

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/01/2014 02:22 PM
Budget & Management	Veronica Ortiz	10/02/2014 12:15 PM
Glinda Pacheco	Glinda Pacheco	10/06/2014 04:43 PM
Auditor's Office	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Sandy Suarez Started On: 09/02/2014 11:22 AM

Final Approval Date: 10/10/2014

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation/Concurrence)

TO: Hon. A. C. Cuellar, Jr., Commissioner
Hidalgo County Precinct No. 1

ATTN: Raul Lozano, Chief Administrator
Katia Garcia, Executive Assistant **via email: katia.garcia@co.hidalgo.tx.us**

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: August 13, 2014

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. -2014-275-08-13-SGS Hidalgo County Precinct No. 1-AGGREGATE LIMESTONE GRADE 4

We received **three (3)** responses for the above mentioned project. Refer to enclosed copies of the bid tabulation sheet and Bid responses for your review and recommendation/non-recommendation. Please indicate approval of this bid to award and/or to reject.

We would like to present your recommendation on the proposed Commissioner's Court Meeting: on **September 9th**, therefore, we need your response by **August 18, 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) 292-7612 or via email to: **sandy.suarez@co.hidalgo.tx.us**

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 4-1200-431-00-121-005-0-673

Recommendation (Indicate vendor(s) and reason):

Delta Aggregate & Landscaping Materials - option 1
Frontera - option 2

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Raul Lozano	Pct. 1	8/21/14

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENT NAME & DESCRIPTION OF BID: ***HIDALGO CO. PRECINCT NO. 1-AGGREGATE LIMESTONE GRADE 4"***

BID OPENING DATE: AUGUST 13, 2014	**BID OPENING TIME: 9:30 A.M.**
BID NO: 2014-275-08-13-SGS	**BUYER: SANDY SUAREZ**

PARTICIPATING VENDORS	LOCATION/PRICE PER TON	
	OPTION-1 **Material only** (Physical location)	**OPTION-2** **Material & Delivery** (delivered by the vendor to Pct. No. 1 located at: Sunrise Hill Yard (FM 1015 and Mile 11- ½ M East)
1) FRONTERA	**1 mile So of FM 1015 & Miltary Progresso, TX 78579** **$25.00 per ton**	**$29.50** per ton
2) DELTA AGGREGATE & LANDSCAPING MATERIALS	**607 Old Cementary Rd. Progresso, TX. 78579** **$24.80per ton**	**$29.80** per ton
3) RIO GRANDE VALLEY AGGREGATE	**607 Old Cementary Rd. Progresso, TX. 78579** **$27.50 per ton**	**$33.50** per ton

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

DEPARTMENT/BID DESCRIPTION-*"HIDALGO COUNTY PRECINCT NO. 1-AGRREGATE LIMESTONE GRADE- 4*

BID OPENING DATE: AUGUST 13 ,2014 | **BID OPENING TIME: 9:30 A.M**

BID NO: 2014-275-08-13-SGS | **BUYER: Sandy Suarez**

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1) BORDER PACIFIC MATERIALS Attn: JA Escamilla	BLM	Sandy Suarez	07/28/14	P.O. BOX 156 901 E. 4th St. Rio Grande City, Tx 78582 (O)956-487-5606 jaescamilla@boprr.com
2) Frontera Materials Attn: Barry Ehlinger	BLM	Sandy Suarez	07/28/14	P.O. Box 1086 Weslaco, TX. 78596 (956)- 607-5965 barry@fmitex.com
3) PRIME VENDOR INC. Attn: Kimberly Doumit	BLM	Sandy Suarez	07/28/14	4622 Cedar Avenue Wilmington NC 28403 Phone: 800-746-9554 Fax: 800-746-8307 Email: **bids20@prime-vendor.com**
4) R REYES TRUCKING & TRACTOR SERVICES **Attn:** Johana Reyes	BLM	Sandy Suarez	07/28/14	San Benito, TX. 78586 Ph# / Fax # **(956)399.5050** **rreyestrucking@gmail.com**
5) RHINO CONTRACTORS, LLC Attn: Crist Trevino	BLM	Sandy Suarez	07/28/14	26163 Altas Palmas Harlingen, TX 78552 P 956.364.1737 C 956.246.1815 F 956.412.6240 **Crist@Rhino-RGV.com**
6) SUPERIOR STONE Attn: Carl	BLM	Sandy Suarez	07/28/14	100 N 7th Alamo tx 78516 956-534-1956 **superiorstonergv@aol.com**
7) RIO GRANDE VALLEY AGGREGATE	BLM	Sandy Suarez	07/28/14	2472 N. 83rd St, -PO Box 3030 Edinburg, TX, 78540 (956) 287-7625 F (956) 386-0087 **riograndevallyaggregate@yahoo.com**
8) Attn: Jose Escamilla	EMR	Sandy Suarez	07/28/14	**skamia@aol.com**
9) Delta Aggregate & Landscaping Material Eustacio Rubio	EMR	Sandy Suarez	08/05/14	PO Box 2443 Elsa, TX. 78543 956-472-0174 **Deltaaggregate @aol.com**

***VIA:**
IN PERSON (IP)
E-MAIL REQUEST (EMR)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
FACSIMILE (FAX)

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Review & Approve Agreement #s (multiple award) C-14-275-10-14 (Delta Aggregate) & C-14-275A-10-14 (F Materials) - Pct. 1

From : Steve Crain <scrain@atlashall.com> Mon, Sep 29, 2014 0

1 att

Subject : RE: Review & Approve Agreement #s (multiple award) C-14-275-10-14 (Delta Aggregate) & C-14-275A-10-14 (Frontera Materials) - Pct. 1

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

Looks good.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Monday, September 29, 2014 4:38 PM
To: Steve Crain
Cc: Marynel Trevino
Subject: Re: Review & Approve Agreement #s (multiple award) C-14-275-10-14 (Delta Aggregate) & C-14-275A-10-14 (Frontera Materials)

Mr. Crain-

Per our conversation, attached, you will find corrected signat page as advised for both contract # C-14-275-10-14 (Delta) & C-14-275A-10-14 (Frontera).

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...

From: "Steve Crain" <scrain@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Monday, September 29, 2014 12:33:14 PM
Subject: RE: Review & Approve Agreement #s (multiple awar C-14-275-10-14 (Delta Aggregate) & C-14-275A-10-14 (Fronter Materials) - Pct. 1

Please see the previous scan for 4f and the signature page.

REQUIREMENTS AGREEMENT
C-14-275-10-14

THIS AGREEMENT (the "Agreement") is entered into effective as of this **14th** day of **October, 2014** by and between **Eustacio Rubio** d/b/a **Delta Aggregate & Landscaping Materials** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County Precinct No. 1** for the **"Aggregate Limestone Grade 4" (Option I)** (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's sole option to extend/renew for an additional one (1) year term based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **October 29, 2014** and expire on **October 28, 2015** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set

out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

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

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Buyer: Hidalgo County
Attention: County Judge
302 University Drive
Edinburg, Texas 78539

If to Seller: **Eustacio Rubio** d/b/a
Delta Aggregate & Landscaping Materials
Attention: Eustacio Rubio, Owner
9772 Francisco Perales Dr. (or) P.O. Box 2443
Edcouch, Tx 78538 Elsa, Tx 78543

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. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **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.

h. **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.

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

j. **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.

k. **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

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide insurance in force on all persons and vehicles connected with providing products and or services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit “C”, which is attached hereto.

n. **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).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an 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 therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

Approved By Commissioners Court: _____, ***2014***

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Eustacio Rubio d/b/a **Delta Aggregate & Landscaping Materials**

By: _____
Printed Name: Eustacio Rubio
Title: Owner

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain, Attorney

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

July 28, 2014

Participant's name

Address

City

State, Zip Code

Re: ***HIDALGO COUNTY PRECINCT NO. 1***
Request for Bids ***"Aggregate Limestone Grade 4 -Type A"***
Bid No*: 2014-275-08-13-SGS*

Dear Participant(s):

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
MLS/sgs

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

Hidalgo County Precinct No. 1
"Aggregate Limestone Grade 4 -Type A"

RFB NO: 2014-275-08-13-SGS

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	4
4.	Exhibit "B" Bid Page	2
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 Requirement 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 sandy.suarez@co.hidalgo.tx.us, and advise of missing documentation.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

July 28, 2014
Date

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

July 28, 2014

Participant's name

Address

City

State, Zip Code

Re: ***HIDALGO COUNTY PRECINCT NO. 1***
Request for Bids ***"Aggregate Limestone Grade 4 -Type A"***
Bid No*: 2014-275-08-13-SGS*

Dear Participant(s):

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Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
MLS/sgs

Enclosures

LEGAL NOTICE

REQUEST FOR BIDS

Hidalgo County Precinct No. 1
"AGGREGATE LIMESTONE
GRADE 4 – TYPE A"

RFB No.: 2014-275-08-13-SGS

Bid No: 2014-275-08-13-SGS	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 ext 4860

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 1

"Aggregate Limestone Grade 4 -Type A"

BID OPENING DATE: AUGUST 13, 2014 @ 9:30 a.m.

Contact Person:

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
956 318-2626

Form HCPD-03

1. Sealed bids will be received for ***Hidalgo County Precinct No. 1-"Aggregate Limestone Grade 4-Type A"*** 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 and or/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: **"RFB No. 2014-275-08-13-SGS-** ***Hidalgo County Precinct No. 1-"Aggregate Limestone Grade 4-Type A"*** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 AM WEDNESDAY, August 13, 2014.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO *"RFB No.-2014-275-08-13-SGS- Hidalgo County Precinct No. 1-"Aggregate Limestone Grade 4-Type A"*

   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 o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order and Contract Number (if any)
  d) Notation- ***Hidalgo County Precinct No. 1-"Aggregate Limestone Grade 4 -Type A*** 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
2808 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 318-2511
Attn: Accounts Payable

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 A.M.	**August 13, 2014**
Award of Contract	2014
Commence Work or Deliver Products	2014

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY PRECINCT NO. 1
Aggregate Limestone Grade 4-Type A

To: Martha L. Salazar, CPPB, Purchasing Agent
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 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 Precinct No. 1
"AGGREGATE LIMESTONE GRADE 4-TYPE A"
BID NO.:2014-275-08-13-SGS

PROJECT OVERVIEW:

Hidalgo County Precinct No. 1 is requesting sealed bids for the purchase of **Aggregate Limestone Grade 4-Type A (material)**. The material will be purchased on an **"As Needed Basis"** as required by Hidalgo County Precinct No. 1.

OPTION I – PRODUCT ONLY:

Hidalgo County has the option to utilize Precinct No. 1- hauling forces along with awarded vendor when required and/or on **"as needed basis"** for delivery of product.

OPITION 2 – PRODUCT AND DELIVERY:

Hidalgo County has the option for delivery of product by vendor as follows including but not limited to:

- Delivery hours: To be arranged by Precinct No. 1
- Delivery Location: Sunrise Hill Park located on Mile 11 N. and 1 ½ miles W from FM1015, Weslaco Texas.
- Contact Person: Raul Lozano, Chief Administrator (956) 968-8733

REQUIREMENTS/ SPECIFICATION/TERMS AND CONDITIONS:

1) Bid price shall be per ton.

2) The limestone will be stock piled.

3) The contract term will be for a period of one (1) year with County's option to extend the contract for an additional one (1) year under the same terms, conditions.

4) 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. It is agreed and understood that Hidalgo County will purchase no more material than is needed.

5) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

6) Hidalgo County Precinct № 1 reserves the right to hold the bids received for a period of ninety (90) days without taking action hereon.

7) Hidalgo County reserves the right to award the bid to one or multiple bidders whichever is in the best interest of the County.

8) Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of service ordered, (c) terminated by County with thirty

(30) days written notice prior to cancellation.

9) After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

10) It is understood and agreed that in case Hidalgo County Precinct 1 should need "Aggregate Limestone Grade 4-Type A" and it is not available within the time frame needed from the successful during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

11) Awarded vendor must notify Hidalgo County within a 48 hour period (i.e. 2 business days) whenever the "Aggregate Limestone Grade 4- Type A "material is not available.

12) In the event the material furnished does not meet all County's requirement (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

13) Hidalgo County reserves the right to seek purchases for **"Aggregate Limestone Grade 4-Type A"** from State Contracts whenever it is in the best interest of the County to do so.

14) 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 reimbursements for such charges or expenses shall be passed onto Hidalgo County.

15) Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits).

16) Vendor must be in compliance with all TXDOT, Federal, State and OSHA rules and regulations.

17) The bidder awarded the contract shall not engage the service of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

18) 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.

19) All applicable forms in this packet must be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, foreseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    a. Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

    b. The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

    c. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

    d. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

    e. The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

1) Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Business Hwy 281,Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

2) **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, AUGUST 06, 2014, 5:00 P.M.** Responses will be sent to all applicants via facsimile by no later than, **5:00 P.M. Friday, AUGUST 08, 2014.**

EXHIBIT "B"

Bid Page

HIDALGO COUNTY PRECINCT NO. 1

"Aggregate Limestone Grade 4-Type A"

BID No. 2014-275 08-13-SGS

NIGP Commodity Code: 750-35 Crushed Stone-49 Limestone

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. **INCOMPLETE** submittals may be considered a probable cause for disqualification. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession). The purchase and /or delivery of product will be on an "**As Needed Basis**" only.

PRODUCT **Aggregate Limestone Grade 4-Type A**			
OPTION- 1 **Material only**		**OPTION- 2** **Material & Delivery**	
price per ton to be pick up at vendor location by Hidalgo County Precinct #1 located at (Physical location): _____ _____ _____	$_____ per ton	price per ton delivered by the vendor to Pct. No. 1 located at: Sunrise Hill Yard (FM 1015 and Mile 11- ½ M East)	$_____ per ton

EXHIBIT "B"

Bid Page

HIDALGO COUNTY PRECINCT NO. 1

"Aggregate Limestone Grade 4-Type A"

BID No. 2014-275 08-13-SGS

NIGP Commodity Code: 750-35 Crushed Stone-49 Limestone

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

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 shall name Hidalgo County as additional insured and must 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 10/01/08

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)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

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 bid awarded by the Hidalgo County Commissioner's 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 Commissioner's 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. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

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

(Copy of receipt and this form must be submitted with bid)

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
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

Form **W-9**
(Rev. 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 indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT “B”
BID PAGE

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET#

DEPARTMENT NAME & DESCRIPTION OF BID: ***HIDALGO CO. PRECINCT NO. 1-AGGREGATE LIMESTONE GRADE 4"***

BID OPENING DATE: AUGUST 13, 2014	**BID OPENING TIME: 9:30 A.M.**
BID NO: 2014-275-08-13-SGS	**BUYER: SANDY SUAREZ**

PARTICIPATING VENDORS	LOCATION/PRICE PER TON	
	OPTION-1 **Material only** (Physical location)	[redacted]
1) FRONTERA	**1 mile So of FM 1015 & Miltary Progresso, TX 78579** **$25.00 per ton**	[redacted]
2) DELTA AGGREGATE & LANDSCAPING MATERIALS	**607 Old Cementary Rd. Progresso, TX. 78579** **$24.80per ton**	[redacted]
3) RIO GRANDE VALLEY AGGREGATE	**607 Old Cementary Rd. Progresso, TX. 78579** **$27.50 per ton**	[redacted]

Option 1 – Delta Aggregate & Landscaping -- $24.80 per ton

Option 2- Frontera -- $29.50 per ton

Original

EXHIBIT "B"
Bid Page
HIDALGO COUNTY PRECINCT NO. 1
"Aggregate Limestone Grade 4"
BID No. 2014-275 08-13-SGS
NIGP Commodity Code: 750-35 Crushed Stone-49 Limestone

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: Delta Aggregate & Landscaping Materials
ADDRESS: P.O. Box 2443
CITY/STATE/ZIP CODE: Elsa, Texas 78543
PHONE & FAX NO'S: (956) 472-0174
CELLULAR NO: Same
E-MAIL ADDRESS: deltaaggregate@aol.com
AUTHORIZED SIGNATURE: Eustacio R O
PRINTED NAME: Eustacio Rubio
TITLE Owner

OPENED
8/13/14
10:25
Witnessed

Mara Hernandez

EXHIBIT "B"

Bid Page

HIDALGO COUNTY PRECINCT NO. 1

"Aggregate Limestone Grade 4"

BID No. 2014-275 08-13-SGS

NIGP Commodity Code: 750-35 Crushed Stone-49 Limestone

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. **INCOMPLETE** submittals may be considered a probable cause for disqualification. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession). The purchase and /or delivery of product will be on an "**As Needed Basis**" only.

PRODUCT "Aggregate Limestone Grade 4" (3/8 edged rock, crushed)			
OPTION- 1 Material only		**OPTION- 2** Material & Delivery	
price per ton to be pick up at vendor location by Hidalgo County Precinct #1 located at (Physical location): 607 Old Cemetary Rd. Progreso, Texas 78579	$ 24.80 per ton	price per ton delivered by the vendor to Pct. No. 1 located at: Sunrise Hill Yard (FM 1015 and Mile 11- ½ M East)	$ 29.80 per ton

OPENED
8/13/14
10:25
Witnessed

EXHIBIT "C"
CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/03/2014

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 SALINAS INSURANCE AGENCY 406 S GRAY LANE AVE WESLACO, TX 78596	CONTACT NAME: ROY SALINAS PHONE (A/C, No, Ext): 956-351-5819 FAX (A/C, No): 956-351-5902 E-MAIL ADDRESS: rsalinas.insurance@yahoo.com
INSURED EUSTACIO RUBIO DBA: DELTA AGGREGATE & LANDSCAPING MATERIALS PO BOX 2443 ELSA, TX 78543	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : COVINGTON SPECIALTY COMPANY — 97050 INSURER B : — 97047 INSURER C : — 49950 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	X		KAXPG-I	08/29/2014	08/29/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 500,000 $ 100,000 $ 5,000 $ 500,000 $ 1,000,000 $ 500,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/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)

COUNTY OF HIDALGO SHALL BE NAME AS ADDITIONAL INSURED ON ALL COMMERCIAL GENERAL LIABILITY POLICIES.

CERTIFICATE HOLDER

HIDALGO COUNTY
ATT: PURCHASING DEPARTMENT
2812 S HIGHWAY BUS. 281
EDINBURG, TEXAS 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Roy Salinas

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REQUIREMENTS AGREEMENT
C-14-275A-10-14

THIS AGREEMENT (the "Agreement") is entered into effective as of this **14th** day of **October, 2014** by and between **Frontera Materials, Inc.** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County Precinct No. 1** for the **"Aggregate Limestone Grade 4" (Option II)** (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's sole option to extend/renew for an additional one (1) year term based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **October 29, 2014** and expire on **October 28, 2015** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

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

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Buyer: Hidalgo County
Attention: County Judge
302 University Drive
Edinburg, Texas 78539

If to Seller: **Frontera Materials, Inc.**
Attention: Barry M. Ehlinger, Manager
P. O. Box 1449
Elsa, Texas

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. **Termination.** Buyer may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice to Seller.

g. **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.

h. **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.

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

j. **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.

k. **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

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Seller shall provide insurance in force on all persons and vehicles connected with providing products and or services under this Contract naming Buyer as an additional insured, and shall furnish to Buyer certificates of such insurance coverage Exhibit “C”, which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court of Buyer 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).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an 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 therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

p. **Immunities.** Nothing in this Agreement is intended to and Buyer does not hereby waive, release or relinquish any right to assert any of the defenses Buyer enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Buyer as to any claim or action of any person, entity, or individual against Buyer.

EXECUTED effective as of the day and year first above written.

Approved By Commissioners Court:_____, 2014

BUYER:
HIDALGO COUNTY

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

SELLER:
FRONTERA MATERIALS, INC.

By:_____
Printed Name: Barry Ehlinger
Title: Materials Manager

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By: _____
Stephen L. Crain, Attorney

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

July 28, 2014

Participant's name

Address

City

State, Zip Code

Re: ***HIDALGO COUNTY PRECINCT NO. 1***
Request for Bids ***"Aggregate Limestone Grade 4 -Type A"***
Bid No*: 2014-275-08-13-SGS*

Dear Participant(s):

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
MLS/sgs

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BIDS (RFB)

Hidalgo County Precinct No. 1
"Aggregate Limestone Grade 4 -Type A"

RFB NO: 2014-275-08-13-SGS

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	4
4.	Exhibit "B" Bid Page	2
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 Requirement 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 sandy.suarez@co.hidalgo.tx.us, and advise of missing documentation.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

July 28, 2014
Date

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

July 28, 2014

Participant's name

Address

City

State, Zip Code

Re: ***HIDALGO COUNTY PRECINCT NO. 1***
Request for Bids ***"Aggregate Limestone Grade 4 -Type A"***
Bid No*: 2014-275-08-13-SGS*

Dear Participant(s):

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Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
MLS/sgs

Enclosures

LEGAL NOTICE

REQUEST FOR BIDS

Hidalgo County Precinct No. 1
"AGGREGATE LIMESTONE
GRADE 4 – TYPE A"

RFB No.: 2014-275-08-13-SGS

Bid No: 2014-275-08-13-SGS	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 ext 4860

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 1

"Aggregate Limestone Grade 4 -Type A"

BID OPENING DATE: AUGUST 13, 2014 @ 9:30 a.m.

Contact Person:

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
956 318-2626

Form HCPD-03

1. Sealed bids will be received for ***Hidalgo County Precinct No. 1-"Aggregate Limestone Grade 4-Type A"*** 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 and or/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: **"RFB No. 2014-275-08-13-SGS-** ***Hidalgo County Precinct No. 1-"Aggregate Limestone Grade 4-Type A"*** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 AM WEDNESDAY, August 13, 2014.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO *"RFB No.-2014-275-08-13-SGS- Hidalgo County Precinct No. 1-"Aggregate Limestone Grade 4-Type A"*

   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 o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order and Contract Number (if any)
  d) Notation- ***Hidalgo County Precinct No. 1-"Aggregate Limestone Grade 4 -Type A*** 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
2808 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 318-2511
Attn: Accounts Payable

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 A.M.	**August 13, 2014**
Award of Contract	2014
Commence Work or Deliver Products	2014

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY PRECINCT NO. 1
Aggregate Limestone Grade 4-Type A

To: Martha L. Salazar, CPPB, Purchasing Agent
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 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 Precinct No. 1
"AGGREGATE LIMESTONE GRADE 4-TYPE A"
BID NO.:2014-275-08-13-SGS

PROJECT OVERVIEW:

Hidalgo County Precinct No. 1 is requesting sealed bids for the purchase of **Aggregate Limestone Grade 4-Type A (material)**. The material will be purchased on an **"As Needed Basis"** as required by Hidalgo County Precinct No. 1.

OPTION I – PRODUCT ONLY:

Hidalgo County has the option to utilize Precinct No. 1- hauling forces along with awarded vendor when required and/or on **"as needed basis"** for delivery of product.

OPITION 2 – PRODUCT AND DELIVERY:

Hidalgo County has the option for delivery of product by vendor as follows including but not limited to:

- Delivery hours: To be arranged by Precinct No. 1
- Delivery Location: Sunrise Hill Park located on Mile 11 N. and 1 ½ miles W from FM1015, Weslaco Texas.
- Contact Person: Raul Lozano, Chief Administrator (956) 968-8733

REQUIREMENTS/ SPECIFICATION/TERMS AND CONDITIONS:

1) Bid price shall be per ton.

2) The limestone will be stock piled.

3) The contract term will be for a period of one (1) year with County's option to extend the contract for an additional one (1) year under the same terms, conditions.

4) 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. It is agreed and understood that Hidalgo County will purchase no more material than is needed.

5) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

6) Hidalgo County Precinct № 1 reserves the right to hold the bids received for a period of ninety (90) days without taking action hereon.

7) Hidalgo County reserves the right to award the bid to one or multiple bidders whichever is in the best interest of the County.

8) Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of service ordered, (c) terminated by County with thirty

(30) days written notice prior to cancellation.

9) After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

10) It is understood and agreed that in case Hidalgo County Precinct 1 should need "Aggregate Limestone Grade 4-Type A" and it is not available within the time frame needed from the successful during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

11) Awarded vendor must notify Hidalgo County within a 48 hour period (i.e. 2 business days) whenever the "Aggregate Limestone Grade 4- Type A "material is not available.

12) In the event the material furnished does not meet all County's requirement (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

13) Hidalgo County reserves the right to seek purchases for **"Aggregate Limestone Grade 4-Type A"** from State Contracts whenever it is in the best interest of the County to do so.

14) 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 reimbursements for such charges or expenses shall be passed onto Hidalgo County.

15) Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits).

16) Vendor must be in compliance with all TXDOT, Federal, State and OSHA rules and regulations.

17) The bidder awarded the contract shall not engage the service of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

18) 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.

19) All applicable forms in this packet must be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, foreseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    a. Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

    b. The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

    c. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

    d. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

    e. The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

1) Further information required for this project can be addressed to, Hidalgo County Purchasing Department at (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Business Hwy 281,Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

2) **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, AUGUST 06, 2014, 5:00 P.M.** Responses will be sent to all applicants via facsimile by no later than, **5:00 P.M. Friday, AUGUST 08, 2014.**

EXHIBIT "B"

Bid Page

HIDALGO COUNTY PRECINCT NO. 1

"Aggregate Limestone Grade 4-Type A"

BID No. 2014-275 08-13-SGS

NIGP Commodity Code: 750-35 Crushed Stone-49 Limestone

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. **INCOMPLETE** submittals may be considered a probable cause for disqualification. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession). The purchase and /or delivery of product will be on an "**As Needed Basis**" only.

PRODUCT **Aggregate Limestone Grade 4-Type A**			
OPTION- 1 **Material only**		**OPTION- 2** **Material & Delivery**	
price per ton to be pick up at vendor location by Hidalgo County Precinct #1 located at (Physical location): _____ _____ _____	$_____ per ton	price per ton delivered by the vendor to Pct. No. 1 located at: Sunrise Hill Yard (FM 1015 and Mile 11- ½ M East)	$_____ per ton

EXHIBIT "B"

Bid Page

HIDALGO COUNTY PRECINCT NO. 1

"Aggregate Limestone Grade 4-Type A"

BID No. 2014-275 08-13-SGS

NIGP Commodity Code: 750-35 Crushed Stone-49 Limestone

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

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 shall name Hidalgo County as additional insured and must 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 10/01/08

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)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

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 bid awarded by the Hidalgo County Commissioner's 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 Commissioner's 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. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

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

(Copy of receipt and this form must be submitted with bid)

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
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

Form **W-9**
(Rev. 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 indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT “B”
BID PAGE

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET#

DEPARTMENT NAME & DESCRIPTION OF BID: ***HIDALGO CO. PRECINCT NO. 1-AGGREGATE LIMESTONE GRADE 4"***

BID OPENING DATE: AUGUST 13, 2014	**BID OPENING TIME: 9:30 A.M.**
BID NO: 2014-275-08-13-SGS	**BUYER: SANDY SUAREZ**

PARTICIPATING VENDORS	**LOCATION/PRICE PER TON**	
	[redacted]	**OPTION-2** **Material & Delivery** (delivered by the vendor to Pct. No. 1 located at: Sunrise Hill Yard (FM 1015 and Mile 11- ½ M East)
1) FRONTERA MATERIALS, INC.	[redacted]	**$29.50** per ton
2) DELTA AGGREGATE & LANDSCAPING MATERIALS	[redacted]	**$29.80** per ton
3) RIO GRANDE VALLEY AGGREGATE	[redacted]	**$33.50** per ton

Option 1 – Delta Aggregate & Landscaping -- $24.80 per ton

Option 2- Frontera Materials, Inc. -- $29.50 per ton

EXHIBIT "B"
Bid Page
HIDALGO COUNTY PRECINCT NO. 1
"Aggregate Limestone Grade 4"
BID No. 2014-275 08-13-SGS
NIGP Commodity Code: 750-35 Crushed Stone-49 Limestone

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: Frontera Materials, INC.
ADDRESS: PO Box 1449 Elsa TX 78543
CITY/STATE/ZIP CODE: Elsa TX 78543
PHONE & FAX NO'S: 316-8954 office / 607-5965 cell
CELLULAR NO: barry 607-5965
E-MAIL ADDRESS: barry @ fmitex.com
AUTHORIZED SIGNATURE: Barry M Ehlinger
PRINTED NAME: Barry M Ehlinger
TITLE Materials Mgr.

EXHIBIT "B"

Bid Page

HIDALGO COUNTY PRECINCT NO. 1

"Aggregate Limestone Grade 4"

BID No. 2014-275 08-13-SGS

NIGP Commodity Code: 750-35 Crushed Stone-49 Limestone

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. **INCOMPLETE** submittals may be considered a probable cause for disqualification. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession). The purchase and /or delivery of product will be on an "**As Needed Basis**" only.

PRODUCT "Aggregate Limestone Grade 4" (3/8 edged rock, crushed)			
OPTION- 1 Material only		**OPTION- 2** Material & Delivery	
price per ton to be pick up at vendor location by Hidalgo County Precinct #1 located at (Physical location): 1 mile South of Fm 1015 & Military, Progresso Tx	$ 25.00 per ton	price per ton delivered by the vendor to Pct. No. 1 located at: Sunrise Hill Yard (FM 1015 and Mile 11- ½ M East)	$ 29.50 per ton

OPENED
8/13/14
10:30
Witnessed

Marco Hernandez

EXHIBIT "C"
CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/28/2014

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
McAfee Insurance Agency
P. O. Box 625
321 Second Street
Mercedes TX 78570

CONTACT NAME: Consuelo Cavazos, CISR
PHONE (A/C, No, Ext): (956)565-2481 FAX (A/C, No): (956)565-2733
E-MAIL ADDRESS: consuelo@mcafeeagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Phoenix Insurance Company	
INSURER B : Travelers Casualty Ins. Co. of	
INSURER C : The Travelers Indemnity Company	
INSURER D : The Standard Fire Ins. Co.	
INSURER E :	
INSURER F :	

INSURED
Frontera Materials, Inc.
P O Box 1449
Elsa TX 78543-1449

COVERAGES **CERTIFICATE NUMBER:** 2014-2015 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			Y-660-1C405755-PHX-14	9/1/2014	9/1/2015	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
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BA-5D227668-14-CAG	9/1/2014	9/1/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			YSM-CUP-1C405687-TCT-14	9/1/2014	9/1/2015	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		YCUB-1C40567-5-14	9/1/2014	9/1/2015	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

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

CERTIFICATE HOLDER

Hidalgo County
100 N Closner Blvd
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert R Garza/CO

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AI-46955 **Purchasing Department 26. E. 5.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted By: Marty Salazar,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of "Closing Documents" (as identified and attached here and prepared by legal counsel) for land exchange for Hidalgo County with Guerra Brothers (Master Partnership) including authority for County Judge to execute applicable documents.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Each party has paid for own expenses related to this transaction.

Attachments

Special Warranty Document

Email Closing Document

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/10/2014 01:37 PM
Budget & Management	Veronica Ortiz	10/10/2014 02:41 PM
Auditor's Office	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Marty Salazar Started On: 10/10/2014 11:23 AM

Final Approval Date: 10/10/2014

Special Warranty Deed

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Effective Date: October 8, 2014

Grantor: GUERRA BROTHERS MASTER PARTNERSHIP, a Texas general partnership, successor in interest to Guerra Brothers, a Texas general partnership

Grantor's Mailing Address:

P. O. Box 38
Linn, Hidalgo County, Texas 78563

Grantee: HIDALGO COUNTY, TEXAS

Grantee's Mailing Address:

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

Consideration:

The exchange of property, title to which is accepted by Grantor the same as if the consideration represented by the exchange were paid in cash. There is no lien, either expressed or implied, created by the exchange of property. Any such lien is waived and released by Grantor.

Property (including any improvements):

Being a 0.935 acre tract of land lying in and 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 a part of a 2.00 acre tract of land described in a deed to Guerra Brothers Partnership as recorded in Document No.1923730, Hidalgo County Official Records (H.C.O.R.). Said 0.935 acre tract being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from Conveyance:

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

Exceptions to Conveyance and Warranty:

1. This conveyance is made and accepted subject to the following matters, to the extent such matters are in effect at this time: Any and all restrictions, covenants, conditions, easements, mineral reservations, and leases, if any, relating to the Property and as shown of record in Hidalgo County, Texas, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, relating to the Property; and

2. Taxes for calendar year 2014 and subsequent years, which Grantee assumes and agrees to pay, but not subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantor assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

[SIGNATURE PAGE FOLLOWS]

GRANTOR:

GUERRA BROTHERS MASTER PARTNERSHIP

By:_____
A. R. Guerra, Partner

By:_____
Carlos X. Guerra, Sr., Partner

By:_____
Hector M. Guerra, Partner

By:_____
Carmen E. Yzaguirre, Sr., Partner

By:_____
Gerardo L. Guerra, Sr., Partner

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 2014, by A. R. Guerra, Partner of GUERRA BROTHERS MASTER PARTNERSHIP, a Texas general partnership, on behalf of said general partnership.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 2014, by Carlos X. Guerra, Sr., Partner of GUERRA BROTHERS MASTER PARTNERSHIP, a Texas general partnership, on behalf of said general partnership.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 2014, by Hector M. Guerra, Partner of GUERRA BROTHERS MASTER PARTNERSHIP, a Texas general partnership, on behalf of said general partnership.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 2014, by Carmen E. Yzaguirre, Partner of GUERRA BROTHERS MASTER PARTNERSHIP, a Texas general partnership, on behalf of said general partnership.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 2014, by Gerardo L. Guerra, Partner of GUERRA BROTHERS MASTER PARTNERSHIP, a Texas general partnership, on behalf of said general partnership.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Mr. Stephen L. Crain
Atlas, Hall & Rodriguez, LLP
P. O. Box 3725
McAllen, Texas 78502-3725

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION
0.935 ACRE LYING IN
TRACT 84, SAN SALVADOR DEL TULE GRANT
HIDALGO COUNTY, TEXAS

Being a 0.935 acre tract of land lying in and 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 2.0 acre tract of land described in a deed to Guerra Brothers Partnership as recorded in Document No. 1923730, Hidalgo County Official Records (H.C.O.R.). Said 0.935 acre tract being more particularly described by metes and bounds:

BEGINNING at a 1/2-inch iron rod found for the southwest corner of said 2.0 acre tract of land, same being an exterior corner of a 10.0 acre tract of land described in a deed to Hidalgo County, Texas as recorded in Document No. 2443360 (H.C.O.R.), also being on the north right-of-way line of F.M. 1017;

THENCE North 34° 24' 28" East departing from said north right-of-way line, along the common boundary line of said 10.00 acre and 2.00 acre tracts, a distance of 175.06 feet to a 5/8-inch iron rod with cap set for the northwest corner of the herein described tract and being the common corner of said 10.00 acre and 2.00 acre tracts;

THENCE South 55° 34' 47" East along the common boundary line of said 2.00 acre and 10.00 acre tracts, a distance of 232.60 feet to a 5/8-inch iron rod with cap set for the northeast corner of the herein described tract ;

THENCE South 34° 24' 28" West departing from the common boundary line of said 2.00 acre and 10.00 acre tracts, a distance of 174.81 feet to a 5/8-inch iron rod with cap set for the southeast corner of the herein described tract, also being on the North right-of-way line of F.M.1017;

THENCE North 55° 38' 28" West, along said north right-of-way line of F.M. 1017, a distance of 232.53 feet to the **POINT OF BEGINNING** and containing 0.935 acres of land.

I, JAMES ARANDA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE AND THE SUBSEQUENT PLAT AND DESCRIPTION TO BE A TRUE AND CORRECT REPRESENTATION OF LAND AS SURVEYED ON THE GROUND UNDER MY DIRECTION AND SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYOR'S STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION IV SURVEY.

STATE OF TEXAS
REGISTERED
JAMES ARANDA
4442
PROFESSIONAL
LAND SURVEYOR

SIGNATURE

10/07/14
DATE:

BOUNDARY SURVEY:

0.935 acre tract lying in
Tract 84, San Salvador del Tule Grant
Volume 10, Pages 58-60
H.C.M.R.

Job No. 13.0170		
Field Work Performed:	Date: 01/27/14	*This Survey has been prepared on several pages: Page 1, Metes and Bounds Description and Certification; Page 2- Survey Drawing.
Office Work Performed:	Date: 0205/14	
Checked / Printed	Date: 10/07/14	

Revisions/Modifications				CHK'd
No.	DATE	DESCRIPTION	BY	BY
1	02/05/14	INITIAL SUBMITTAL	NC	MS
2	02/07/14	FINAL SUBMITTAL	NC	JA
3	10/07/14	REVISED METES AND BOUNDS	NC	JA

ARANDA & ASSOCIATES, INC.
Land Surveying • Engineering • GIS
Right-Of-Way Services • HSE Training
1552 DOVE AVENUE, McALLEN, TEXAS, 78504
TEL. 956-631-0944 FAX: 956-631-0992
aranda@arandaworld.com

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This survey is being provided, solely, to the above named parties and no license is being created, expressed or implied, to transfer or copy this survey for use in any other future transaction or exchange of the property surveyed.

Special Warranty Deed

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Effective Date: October 8, 2014

Grantor: HIDALGO COUNTY, TEXAS

Grantor's Mailing Address:

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

Grantee: GUERRA BROTHERS MASTER PARTNERSHIP, a Texas general partnership, successor in interest to Guerra Brothers, a Texas general partnership

Grantee's Mailing Address:

P. O. Box 38
Linn, Hidalgo County, Texas 78563

Consideration:

The exchange of property, title to which is accepted by Grantor the same as if the consideration represented by the exchange were paid in cash. There is no lien, either expressed or implied, created by the exchange of property. Any such lien is waived and released by Grantor.

Property (including any improvements):

Being a 0.935 acre tract of land lying in and 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 a part of a 10.00 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 in Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

1. This conveyance is made and accepted subject to the following matters, to the extent such matters are in effect at this time: Any and all restrictions, covenants, conditions, easements, mineral reservations, and leases, if any, relating to the Property and as shown of record in Hidalgo County, Texas, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, relating to the Property; and

2. Taxes for calendar year 2014 and subsequent years.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THOSE CONTAINED IN THIS DEED. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION OF THE PROPERTY AND THE REPRESENTATIONS AND WARRANTIES EXPRESSLY CONTAINED THIS DEED.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

HIDALGO COUNTY, TEXAS

By:_____
Ramon Garcia, County Judge

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 2014, by Ramon Garcia, County Judge, of Hidalgo County, Texas, a governmental agency, on behalf of said governmental agency.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Guerra Brothers Master Partnership
P. O. Box 38
Linn, Hidalgo County, Texas 78563

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION
0.935 ACRE LYING IN
TRACT 84, SAN SALVADOR DEL TULE GRANT
HIDALGO COUNTY, TEXAS

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COMMENCING FOR REFERENCE at a 1/2-inch iron rod found for the northeast corner of said 10.0 acre tract;

THENCE South 13° 05' 09" East with the common boundary line of said 10.0 acre tract and a 5,145.2 acre tract of land described in Document No. 2234665 (H.C.O.R.) to Guerra Brothers Partnership, a distance of 587.22 feet to a 5/8-inch iron rod with plastic cap stamped "AA" (hereinafter referred to as "with cap") set for the northwest corner of the herein described tract and for the **POINT OF BEGINNING**;

THENCE South 13° 05' 09" East continuing along said common boundary line, a distance of 117.95 feet to a 1/2-inch iron rod found for the northeast corner of the herein described tract and for the common corner of said 10.00 acre and 5,145.2 acre tracts;

THENCE South 34° 24' 28" West and departing from said 5,145.2 acre tract and following the east boundary line of said 10.00 acre tract, a distance of 428.77 feet to a 1/2-inch iron rod found for the southeast corner of the herein described tract and also being the southern most east corner of said 10.00 acre tract.;

THENCE North 55° 34' 47" West and departing from said 10.00 acre tract and following the common boundary line of a 2.00 acre tract of land described in Document No. 1923730 (H.C.O.R.) to Guerra Brothers Partnership and said 10.0 acre tract, a distance of 86.96 feet to a 5/8-inch iron rod with cap set for the southwest of the herein described tract;

THENCE North 34° 24' 28" East departing from said common line of 2.00 acre and 10.00 acre tracts, a distance of 508.45 feet to the **POINT OF BEGINNING** and containing 0.935 acre of land.

I, JAMES ARANDA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE AND THE SUBSEQUENT PLAT AND DESCRIPTION TO BE A TRUE AND CORRECT REPRESENTATION OF LAND AS SURVEYED ON THE GROUND UNDER MY DIRECTION AND SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYOR'S STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION IV SURVEY.

STATE OF TEXAS
REGISTERED
JAMES ARANDA
4442
PROFESSIONAL
LAND SURVEYOR

SIGNATURE

09/25/14
DATE

BOUNDARY SURVEY:

0.935 acre tract lying in
Tract 84, San Salvador del Tule Grant
Volume 10, Pages 58-60
H.C.M.R.

Job No. 13.0170		
Field Work Performed:	Date: 01/27/14	*This Survey has been prepared on several pages: Page 1, Metes and Bounds Description and Certification, Page 2- Survey Drawing.
Office Work Performed:	Date: 0205/14	
Checked / Printed	Date: 09/25/14	

Revisions/Modifications				CHK'd
No.	DATE	DESCRIPTION	BY	BY
1	02/05/14	INITIAL SUBMITTAL	NC	MS
2	02/07/14	FINAL SUBMITTAL	NC	JA
3	09/25/14	MODIFY COMMENCING STATEMENT	NC	JA

ARANDA & ASSOCIATES, INC.
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1552 DOVE AVENUE, MCALLEN, TEXAS, 78504
TEL: 956-631-0644/FAX: 956-631-0662
aranda@arandaworld.com

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This survey is being provided, solely, to the above named parties and no license is being created, expressed or implied, to transfer or copy this survey for use in any other future transaction or exchange of the property surveyed.

Ad Valorem Tax Agreement

This 2014 Ad Valorem Tax Agreement (this "**Agreement**") is entered into effective as October 8, 2014, by and between HIDALGO COUNTY, TEXAS ("**County**") and GUERRA BROTHERS MASTER PARTNERSHIP ("**Partnership**"), a Texas general partnership.

WHEREAS, the County and the Partnership are exchanging certain real property: the County is conveying to the Partnership the real property described in Exhibit "A" attached hereto ("**Tract I**") and the Partnership is conveying to the County the real property described in Exhibit "A-1" attached hereto ("**Tract II**") (Tract I and Tract II are hereinafter collectively referred to as the "**Real Property**").

WHEREAS, the parties desire to set forth their agreement with respect to the payment of ad valorem taxes on the Real Property.

NOW THEREFORE, the County and the Partnership agree as follows:

1. The 2014 ad valorem taxes on Tract I were not prorated at closing because the County, as owner of Tract I, is exempt from paying such taxes. The Partnership is solely responsible for payment of the 2014 ad valorem taxes assessed against Tract I for the period attributed to the Partnership's ownership of Tract I.

2. The Partnership acquired Tract II on June 25, 2014, from an entity who was exempt from paying ad valorem taxes on Tract II and therefore, the County and the Partnership have agreed to prorate the 2014 ad valorem taxes attributed to the Partnership's ownership of Tract II, and those taxes were prorated between the County and the Partnership, as of October 8, 2014, as follows: 106/190ths to the Partnership; and 84/190ths to the County, in accordance with the computation formula set forth on Schedule "1" attached hereto. The County, at closing, received a proration credit of $48.44 for 2014 ad valorem taxes on Tract II. The proration credit was based on the estimated appraised value of Tract II, and the ad valorem tax rates in effect, for calendar year 2014.

3. After the 2014 ad valorem taxes attributed to the Partnership's ownership of Tract II are finally determined pursuant to the tax statements issued by the appropriate taxing authorities, the County is responsible for paying such ad valorem taxes. If such taxes are higher than the estimated ad valorem taxes set forth herein, the Partnership is responsible for paying the difference to the County, and if such taxes are lower than the estimated taxes forth herein, the County may retain any excess funds due to the proration of taxes between the Partnership and the County.

Executed effective as of the date first written above.

[SIGNATURE PAGE FOLLOWS]

COUNTY:
HIDALGO COUNTY, TEXAS

By:_____
Ramon Garcia, County Judge

PARTNERSHIP:

GUERRA BROTHERS MASTER PARTNERSHIP

By:_____
A. R. Guerra, Partner

By:_____
Carlos X. Guerra, Sr., Partner

By:_____
Hector M. Guerra, Partner

By:_____
Carmen E. Yzaguirre, Sr., Partner

By:_____
Gerardo L. Guerra, Sr., Partner

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION
0.935 ACRE LYING IN
TRACT 84, SAN SALVADOR DEL TULE GRANT
HIDALGO COUNTY, TEXAS

Being a 0.935 acre tract of land lying in and 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:

COMMENCING FOR REFERENCE at a 1/2-inch iron rod found for the northeast corner of said 10.0 acre tract;

THENCE South 13° 05' 09" East with the common boundary line of said 10.0 acre tract and a 5,145.2 acre tract of land described in Document No. 2234665 (H.C.O.R.) to Guerra Brothers Partnership, a distance of 587.22 feet to a 5/8-inch iron rod with plastic cap stamped "AA" (hereinafter referred to as "with cap") set for the northwest corner of the herein described tract and for the **POINT OF BEGINNING**;

THENCE South 13° 05' 09" East continuing along said common boundary line, a distance of 117.95 feet to a 1/2-inch iron rod found for the northeast corner of the herein described tract and for the common corner of said 10.00 acre and 5,145.2 acre tracts;

THENCE South 34° 24' 28" West and departing from said 5,145.2 acre tract and following the east boundary line of said 10.00 acre tract, a distance of 428.77 feet to a 1/2-inch iron rod found for the southeast corner of the herein described tract and also being the southern most east corner of said 10.00 acre tract.;

THENCE North 55° 34' 47" West and departing from said 10.00 acre tract and following the common boundary line of a 2.00 acre tract of land described in Document No. 1923730 (H.C.O.R.) to Guerra Brothers Partnership and said 10.0 acre tract, a distance of 86.96 feet to a 5/8-inch iron rod with cap set for the southwest of the herein described tract;

THENCE North 34° 24' 28" East departing from said common line of 2.00 acre and 10.00 acre tracts, a distance of 508.45 feet to the **POINT OF BEGINNING** and containing 0.935 acre of land.

I, JAMES ARANDA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE AND THE SUBSEQUENT PLAT AND DESCRIPTION TO BE A TRUE AND CORRECT REPRESENTATION OF LAND AS SURVEYED ON THE GROUND UNDER MY DIRECTION AND SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYOR'S STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION IV SURVEY.

STATE OF TEXAS
REGISTERED
JAMES ARANDA
4442
PROFESSIONAL
LAND SURVEYOR

SIGNATURE

09/25/14
DATE:

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TEL: 956-631-0644/FAX: 956-631-0662
aranda@arandawond.com

BOUNDARY SURVEY:

0.935 acre tract lying in
Tract 84, San Salvador del Tule Grant
Volume 10, Pages 58-60
H.C.M.R.

Job No. 13.0170		
Field Work Performed:	Date: 01/27/14	*This Survey has been prepared on several pages: Page 1, Metes and Bounds Description and Certification; Page 2- Survey Drawing.
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Checked / Printed	Date: 09/25/14	

Revisions/Modifications

No.	DATE	DESCRIPTION	BY	CHK'd BY
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2	02/07/14	FINAL SUBMITTAL	NC	JA
3	09/25/14	MODIFY COMMENCING STATEMENT	NC	JA

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This survey is being provided, solely, to the above named parties and no license is being created, expressed or implied, to transfer or copy this survey for use in any other future transaction or exchange of the property surveyed.

EXHIBIT "A-1"

METES AND BOUNDS DESCRIPTION
0.935 ACRE LYING IN
TRACT 84, SAN SALVADOR DEL TULE GRANT
HIDALGO COUNTY, TEXAS

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BEGINNING at a 1/2-inch iron rod found for the southwest corner of said 2.0 acre tract of land, same being an exterior corner of a 10.0 acre tract of land described in a deed to Hidalgo County, Texas as recorded in Document No. 2443360 (H.C.O.R.), also being on the north right-of-way line of F.M. 1017;

THENCE North 34° 24' 28" East departing from said north right-of-way line, along the common boundary line of said 10.00 acre and 2.00 acre tracts, a distance of 175.06 feet to a 5/8-inch iron rod with cap set for the northwest corner of the herein described tract and being the common corner of said 10.00 acre and 2.00 acre tracts;

THENCE South 55° 34' 47" East along the common boundary line of said 2.00 acre and 10.00 acre tracts, a distance of 232.60 feet to a 5/8-inch iron rod with cap set for the northeast corner of the herein described tract ;

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THENCE North 55° 38' 28" West, along said north right-of-way line of F.M. 1017, a distance of 232.53 feet to the **POINT OF BEGINNING** and containing 0.935 acres of land.

I, JAMES ARANDA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE AND THE SUBSEQUENT PLAT AND DESCRIPTION TO BE A TRUE AND CORRECT REPRESENTATION OF LAND AS SURVEYED ON THE GROUND UNDER MY DIRECTION AND SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYOR'S STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION IV SURVEY.

STATE OF TEXAS
REGISTERED
JAMES ARANDA
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SIGNATURE

10/07/14
DATE:

ARANDA & ASSOCIATES, INC.
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arandaj@arandaworld.com

BOUNDARY SURVEY:

0.935 acre tract lying in
Tract 84, San Salvador del Tule Grant
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2	02/07/14	FINAL SUBMITTAL	NC	JA
3	10/07/14	REVISED METES AND BOUNDS	NC	JA

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Schedule "1"
Listing of Tax Account Numbers Associated With Tract II

Account Number	Total Acreage	2013 Taxes
D3200-00-084-0000-08	2.00	$185.72

Acre Average = 92.86 x 0.935 acres in Tract II = $86.82

Proration:

86.82 x 106/190 = 48.44 (pro rata credit to County)

Affidavit of Identity and Indemnity Agreement

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Before me, the undersigned authority, on this day personally appeared GERARDO L. GUERRA ("**Affiant**"), known to me to be the person who subscribed his name below, who, after having first been duly sworn by me, on oath deposes and says:

"My name is Gerardo L. Guerra. I am over the age of 18 years and I am competent to make this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

I am not the same person as the person referenced in the following judgments and liens:

1. Notice of Child Support Lien dated June 22, 2005, filed by the Office of the Attorney General Child Support Unit 0302E against Gerardo T. Guerra, in the amount of $1,192.49, recorded as Document Number 2005-1491781, Official Records Hidalgo County, Texas.

Affiant is a partner of Guerra Brothers Master Partnership (the "**Partnership**"), a Texas general partnership. This affidavit is being made in connection with the transfer of the real property described on Exhibit "A" attached hereto by the Partnership to County of Hidalgo, Texas ("**County**"). Affiant agrees to indemnify and save the County harmless against all costs, damages, attorneys' fees, expenses and liabilities, which it may incur or sustain as a result of any misrepresentation herein, to the extent that such costs, damages, attorneys' fees, expenses and liabilities are caused or contributed to by such misrepresentation and in proportion to the degree of fault involved.

_____
GERARDO L. GUERRA

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUBSCRIBED AND SWORN TO before me on _____, 2014 by GERARDO L. GUERRA.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Mr. Stephen L. Crain
Atlas, Hall & Rodriguez, LLP
P. O. Box 3725
McAllen, Texas 78502-3725

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION
0.935 ACRE LYING IN
TRACT 84, SAN SALVADOR DEL TULE GRANT
HIDALGO COUNTY, TEXAS

Being a 0.935 acre tract of land lying in and 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 2.0 acre tract of land described in a deed to Guerra Brothers Partnership as recorded in Document No. 1923730, Hidalgo County Official Records (H.C.O.R.). Said 0.935 acre tract being more particularly described by metes and bounds:

BEGINNING at a 1/2-inch iron rod found for the southwest corner of said 2.0 acre tract of land, same being an exterior corner of a 10.0 acre tract of land described in a deed to Hidalgo County, Texas as recorded in Document No. 2443360 (H.C.O.R.), also being on the north right-of-way line of F.M. 1017;

THENCE North 34° 24' 28" East departing from said north right-of-way line, along the common boundary line of said 10.00 acre and 2.00 acre tracts, a distance of 175.06 feet to a 5/8-inch iron rod with cap set for the northwest corner of the herein described tract and being the common corner of said 10.00 acre and 2.00 acre tracts;

THENCE South 55° 34' 47" East along the common boundary line of said 2.00 acre and 10.00 acre tracts, a distance of 232.60 feet to a 5/8-inch iron rod with cap set for the northeast corner of the herein described tract ;

THENCE South 34° 24' 28" West departing from the common boundary line of said 2.00 acre and 10.00 acre tracts, a distance of 174.81 feet to a 5/8-inch iron rod with cap set for the southeast corner of the herein described tract, also being on the North right-of-way line of F.M.1017;

THENCE North 55° 38' 28" West, along said north right-of-way line of F.M. 1017, a distance of 232.53 feet to the **POINT OF BEGINNING** and containing 0.935 acres of land.

I, JAMES ARANDA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE AND THE SUBSEQUENT PLAT AND DESCRIPTION TO BE A TRUE AND CORRECT REPRESENTATION OF LAND AS SURVEYED ON THE GROUND UNDER MY DIRECTION AND SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYOR'S STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION IV SURVEY.

STATE OF TEXAS
REGISTERED
JAMES ARANDA
4442
PROFESSIONAL
LAND SURVEYOR

SIGNATURE

10/07/14
DATE:

ARANDA & ASSOCIATES, INC.
Land Surveying • Engineering • GIS
Right-Of-Way Services • HSE Training
1502 DOVE AVENUE, McALLEN, TEXAS, 78504
TEL: 956-631-0944 FAX: 956-631-0992
arandaj@arandaworld.com

BOUNDARY SURVEY:

0.935 acre tract lying in
Tract 84, San Salvador del Tule Grant
Volume 10, Pages 58-60
H.C.M.R.

Job No. 13.0170		
Field Work Performed:	Date: 01/27/14	*This Survey has been prepared on several pages: Page 1, Metes and Bounds Description and Certification; Page 2- Survey Drawing.
Office Work Performed:	Date: 0205/14	
Checked / Printed	Date: 10/07/14	

Revisions/Modifications

No.	DATE	DESCRIPTION	BY	CHK'd BY
1	02/05/14	INITIAL SUBMITTAL	NC	MS
2	02/07/14	FINAL SUBMITTAL	NC	JA
3	10/07/14	REVISED METES AND BOUNDS	NC	JA

* Copyright 2014 Aranda and Associates, INC.
This survey is being provided, solely to the above named parties and no license is being created, expressed or implied, to transfer or copy this survey for use in any other future transaction or exchange of the property surveyed.

Affidavit of Identity and Indemnity Agreement

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Before me, the undersigned authority, on this day personally appeared CARLOS X. GUERRA, SR. ("**Affiant**"), known to me to be the person who subscribed his name below, who, after having first been duly sworn by me, on oath deposes and says:

"My name is Carlos X. Guerra, Sr. I am over the age of 18 years and I am competent to make this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

I am not the same person as the person referenced in the following judgments and liens:

1. Abstract of Assessment executed on January 13, 2000, in favor of the Texas Workforce Commission and against Carlos Guerra, in the amount of $1,436.15, recorded as Document Number 839203, Official Records Hidalgo County, Texas;

2. Abstract of Assessment executed on June 14, 2000, in favor of the Texas Workforce Commission and against Carlos Guerra, in the amount of $1,313.92, recorded as Document Number 882546, Official Records Hidalgo County, Texas; and

3. Abstract of Judgment executed on April 1, 2004, in favor of the State of Texas and against Carlos Guerra, in the amount of $11,630.00 plus interest, costs and attorneys' fees, recorded as Document Number 1324827, Official Records Hidalgo County, Texas."

Affiant is a partner of Guerra Brothers Master Partnership (the "**Partnership**"), a Texas general partnership. This affidavit is being made in connection with the transfer of the real property described on Exhibit "A" attached hereto by the Partnership to County of Hidalgo, Texas ("**County**"). Affiant agrees to indemnify and save the County harmless against all costs, damages, attorneys' fees, expenses and liabilities, which it may incur or sustain as a result of any misrepresentation herein, to the extent that such costs, damages, attorneys' fees, expenses and liabilities are caused or contributed to by such misrepresentation and in proportion to the degree of fault involved.

_____
CARLOS X. GUERRA, SR.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUBSCRIBED AND SWORN TO before me on _____, 2014 by CARLOS X. GUERRA, SR.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Mr. Stephen L. Crain
Atlas, Hall & Rodriguez, LLP
P. O. Box 3725
McAllen, Texas 78502-3725

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION
0.935 ACRE LYING IN
TRACT 84, SAN SALVADOR DEL TULE GRANT
HIDALGO COUNTY, TEXAS

Being a 0.935 acre tract of land lying in and 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 2.0 acre tract of land described in a deed to Guerra Brothers Partnership as recorded in Document No. 1923730, Hidalgo County Official Records (H.C.O.R.). Said 0.935 acre tract being more particularly described by metes and bounds:

BEGINNING at a 1/2-inch iron rod found for the southwest corner of said 2.0 acre tract of land, same being an exterior corner of a 10.0 acre tract of land described in a deed to Hidalgo County, Texas as recorded in Document No. 2443360 (H.C.O.R.), also being on the north right-of-way line of F.M. 1017;

THENCE North 34° 24' 28" East departing from said north right-of-way line, along the common boundary line of said 10.00 acre and 2.00 acre tracts, a distance of 175.06 feet to a 5/8-inch iron rod with cap set for the northwest corner of the herein described tract and being the common corner of said 10.00 acre and 2.00 acre tracts;

THENCE South 55° 34' 47" East along the common boundary line of said 2.00 acre and 10.00 acre tracts, a distance of 232.60 feet to a 5/8-inch iron rod with cap set for the northeast corner of the herein described tract ;

THENCE South 34° 24' 28" West departing from the common boundary line of said 2.00 acre and 10.00 acre tracts, a distance of 174.81 feet to a 5/8-inch iron rod with cap set for the southeast corner of the herein described tract, also being on the North right-of-way line of F.M.1017;

THENCE North 55° 38' 28" West, along said north right-of-way line of F.M. 1017, a distance of 232.53 feet to the **POINT OF BEGINNING** and containing 0.935 acres of land.

I, JAMES ARANDA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE AND THE SUBSEQUENT PLAT AND DESCRIPTION TO BE A TRUE AND CORRECT REPRESENTATION OF LAND AS SURVEYED ON THE GROUND UNDER MY DIRECTION AND SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYOR'S STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION IV SURVEY.

STATE OF TEXAS
REGISTERED
JAMES ARANDA
4442
PROFESSIONAL
LAND SURVEYOR

SIGNATURE

10/07/14
DATE:

BOUNDARY SURVEY:

0.935 acre tract lying in
Tract 84, San Salvador del Tule Grant
Volume 10, Pages 58-60
H.C.M.R.

Job No. 13.0170		
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arandas@arandaworld.com

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Declaration of Nonforeign Status—Entity

Effective Date: October 8, 2014

Transferor: GUERRA BROTHERS MASTER PARTNERSHIP, a Texas general partnership, successor in interest to Guerra Brothers, a Texas general partnership

Transferor's Office Address:

P. O. Box 38
Linn, Texas 78563

Transferor's U.S. Taxpayer Identification Number: 46-1649299

Transferee: HIDALGO COUNTY, TEXAS

Property:

Being a 0.935 acre tract of land lying in and 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 a part of a 2.00 acre tract of land described in a deed to Guerra Brothers Partnership as recorded in Document No.1923730, Hidalgo County Official Records (H.C.O.R.). Said 0.935 acre tract being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes, including purposes of section 1445, the owner of a disregarded entity that has legal title to a U.S. real property interest under local law will be the transferor of the property and not the disregarded entity. To inform Transferee that withholding of tax is not required on the disposition of a U.S. real property interest by Transferor, I certify on behalf of Transferor that the contents of this declaration are true.

Transferor is the owner of the Property described above.

Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

Transferor is not a disregarded entity as defined in Treasury Regulation § 1.1445–2(b)(2)(iii).

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained in this declaration could be punished by fine, imprisonment, or both.

UNDER PENALTIES OF PERJURY I DECLARE THAT I HAVE EXAMINED THIS DECLARATION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS TRUE, CORRECT, AND COMPLETE, AND I FURTHER DECLARE THAT I HAVE AUTHORITY TO SIGN THIS DOCUMENT ON BEHALF OF TRANSFEROR.

TRANSFEROR:

GUERRA BROTHERS MASTER PARTNERSHIP

By:_____
A. R. Guerra, Partner

By:_____
Carlos X. Guerra, Sr., Partner

By:_____
Hector M. Guerra, Partner

By:_____
Carmen E. Yzaguirre, Sr., Partner

By:_____
Gerardo L. Guerra, Sr., Partner

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUBSCRIBED AND SWORN TO before me on _____, 2014, by A. R. Guerra, Partner of GUERRA BROTHERS MASTER PARTNERSHIP, a Texas general partnership, on behalf of said general partnership.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUBSCRIBED AND SWORN TO before me on _____, 2014, by Carlos X. Guerra, Sr., Partner of GUERRA BROTHERS MASTER PARTNERSHIP, a Texas general partnership, on behalf of said general partnership.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUBSCRIBED AND SWORN TO before me on _____, 2014, by Hector M. Guerra, Partner of GUERRA BROTHERS MASTER PARTNERSHIP, a Texas general partnership, on behalf of said general partnership.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUBSCRIBED AND SWORN TO before me on _____, 2014, by Carmen E. Yzaguirre, Partner of GUERRA BROTHERS MASTER PARTNERSHIP, a Texas general partnership, on behalf of said general partnership.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUBSCRIBED AND SWORN TO before me on _____, 2014, by Gerardo L. Guerra, Partner of GUERRA BROTHERS MASTER PARTNERSHIP, a Texas general partnership, on behalf of said general partnership.

_____
Notary Public, State of Texas

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION
0.935 ACRE LYING IN
TRACT 84, SAN SALVADOR DEL TULE GRANT
HIDALGO COUNTY, TEXAS

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BEGINNING at a 1/2-inch iron rod found for the southwest corner of said 2.0 acre tract of land, same being an exterior corner of a 10.0 acre tract of land described in a deed to Hidalgo County, Texas as recorded in Document No. 2443360 (H.C.O.R.), also being on the north right-of-way line of F.M. 1017;

THENCE North 34° 24' 28" East departing from said north right-of-way line, along the common boundary line of said 10.00 acre and 2.00 acre tracts, a distance of 175.06 feet to a 5/8-inch iron rod with cap set for the northwest corner of the herein described tract and being the common corner of said 10.00 acre and 2.00 acre tracts;

THENCE South 55° 34' 47" East along the common boundary line of said 2.00 acre and 10.00 acre tracts, a distance of 232.60 feet to a 5/8-inch iron rod with cap set for the northeast corner of the herein described tract ;

THENCE South 34° 24' 28" West departing from the common boundary line of said 2.00 acre and 10.00 acre tracts, a distance of 174.81 feet to a 5/8-inch iron rod with cap set for the southeast corner of the herein described tract, also being on the North right-of-way line of F.M.1017;

THENCE North 55° 38' 28" West, along said north right-of-way line of F.M. 1017, a distance of 232.53 feet to the **POINT OF BEGINNING** and containing 0.935 acres of land.

I, JAMES ARANDA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE AND THE SUBSEQUENT PLAT AND DESCRIPTION TO BE A TRUE AND CORRECT REPRESENTATION OF LAND AS SURVEYED ON THE GROUND UNDER MY DIRECTION AND SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYOR'S STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION IV SURVEY.

STATE OF TEXAS
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JAMES ARANDA
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SIGNATURE

10/07/14
DATE:

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1552 COVE AVENUE, MCALLEN, TEXAS, 78504
TEL. 956-631-0944 FAX. 956-631-0992
aranda@arandaworld.com

BOUNDARY SURVEY:

0.935 acre tract lying in
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Volume 10, Pages 58-60
H.C.M.R.

Job No. 13.0170		
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3	10/07/14	REVISED METES AND BOUNDS	NC	JA

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CLOSING STATEMENT

Date: October 8, 2014

County: HIDALGO COUNTY, TEXAS

Partnership: GUERRA BROTHERS MASTER PARTNERSHIP, a Texas general partnership

Transaction: Exchange of the real properties described in Exhibit "A" (real property being conveyed by County to Partnership ("**Tract I**")) and Exhibit "A-1" (real property being conveyed by Partnership to County ("**Tract II**")) attached hereto

---

AMOUNTS DUE FROM PARTNERSHIP TO COUNTY AT CLOSING:

Advertising costs paid by Partnership (Tract I)		1,296.16
Proration of 2014 Ad Valorem Taxes paid by Partnership (Tract II) (for June 25, 2014 through October 8, 2014)		48.44

LESS COUNTY'S CLOSING EXPENSES:

Title report fee to South Texas Land Investigations (Tract II) (POC)		
Attorney's fees to Atlas, Hall & Rodriguez, LLP (POC)		
Recording fees to Hidalgo County Clerk (Deed on Tract II)	46.00	
NET AMOUNT DUE TO COUNTY AT CLOSING:		**$1,298.60**

PARTNERSHIP'S CLOSING EXPENSES:

Advertising costs to County (Tract I)	1,296.16	
Title report fee to South Texas Land Investigations (Tract I) (POC)		
Recording fees to Hidalgo County Clerk (Deed on Tract I ($38.00); Affidavits on Tract II ($68.00))	106.00	
Tax report fee to Edwards Abstract and Title Co.	85.00	
Proration of 2014 Ad Valorem Taxes to County (Tract II) (for June 25, 2014 through October 8, 2014)	48.44	
TOTAL AMOUNT DUE FROM PARTNERSHIP AT CLOSING:	**$1,535.60**	

ADDENDUM TO CLOSING STATEMENT

The undersigned hereby acknowledge and agree that:

(1) Atlas, Hall & Rodriguez, LLP has assembled the information for this settlement statement from third parties utilizing the best information available; however, Atlas, Hall & Rodriguez, LLP cannot guarantee the accuracy of any information furnished to it by third parties;

(2) in the event any amount reflected on the settlement statement is insufficient to satisfy the item in full, the responsible party will pay to Atlas, Hall & Rodriguez, LLP in McAllen, Texas such additional amount within five (5) days of a written request for payment;

(3) according to information obtained by Atlas, Hall & Rodriguez, LLP from the title company or from the taxing agencies, all taxes have been paid to all taxing agencies taxing the Property and there are no unpaid taxes on the Property other than those being paid as a part of this transaction, if any;

(4) Atlas, Hall & Rodriguez, LLP may be required to report certain information concerning this transaction to the Internal Revenue Service;

(5) Atlas, Hall & Rodriguez, LLP is authorized to make the expenditures and disbursements reflected in this settlement statement.

The undersigned acknowledge receipt of funds paid directly to the undersigned, or to third parties for the benefit of the undersigned, in the amounts shown on the settlement statement, and the receipt of a copy of the settlement statement.

[SIGNATURE PAGE FOLLOWS]

COUNTY:

HIDALGO COUNTY, TEXAS

By:_____
Ramon Garcia, County Judge

PARTNERSHIP:

GUERRA BROTHERS MASTER PARTNERSHIP

By:_____
A. R. Guerra, Partner

By:_____
Carlos X. Guerra, Sr., Partner

By:_____
Hector M. Guerra, Partner

By:_____
Carmen E. Yzaguirre, Sr., Partner

By:_____
Gerardo L. Guerra, Sr., Partner

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION
0.935 ACRE LYING IN
TRACT 84, SAN SALVADOR DEL TULE GRANT
HIDALGO COUNTY, TEXAS

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COMMENCING FOR REFERENCE at a 1/2-inch iron rod found for the northeast corner of said 10.0 acre tract;

THENCE South 13° 05' 09" East with the common boundary line of said 10.0 acre tract and a 5,145.2 acre tract of land described in Document No. 2234665 (H.C.O.R.) to Guerra Brothers Partnership, a distance of 587.22 feet to a 5/8-inch iron rod with plastic cap stamped "AA" (hereinafter referred to as "with cap") set for the northwest corner of the herein described tract and for the **POINT OF BEGINNING**;

THENCE South 13° 05' 09" East continuing along said common boundary line, a distance of 117.95 feet to a 1/2-inch iron rod found for the northeast corner of the herein described tract and for the common corner of said 10.00 acre and 5,145.2 acre tracts;

THENCE South 34° 24' 28" West and departing from said 5,145.2 acre tract and following the east boundary line of said 10.00 acre tract, a distance of 428.77 feet to a 1/2-inch iron rod found for the southeast corner of the herein described tract and also being the southern most east corner of said 10.00 acre tract.;

THENCE North 55° 34' 47" West and departing from said 10.00 acre tract and following the common boundary line of a 2.00 acre tract of land described in Document No. 1923730 (H.C.O.R.) to Guerra Brothers Partnership and said 10.0 acre tract, a distance of 86.96 feet to a 5/8-inch iron rod with cap set for the southwest of the herein described tract;

THENCE North 34° 24' 28" East departing from said common line of 2.00 acre and 10.00 acre tracts, a distance of 508.45 feet to the **POINT OF BEGINNING** and containing 0.935 acre of land.

I, JAMES ARANDA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE AND THE SUBSEQUENT PLAT AND DESCRIPTION TO BE A TRUE AND CORRECT REPRESENTATION OF LAND AS SURVEYED ON THE GROUND UNDER MY DIRECTION AND SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYOR'S STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION IV SURVEY.

STATE OF TEXAS
REGISTERED
JAMES ARANDA
4442
PROFESSIONAL
LAND SURVEYOR

SIGNATURE

09/25/14
DATE:

ARANDA & ASSOCIATES, INC.
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TEL: 956-631-0944/FAX: 956-631-0992
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2	02/07/14	FINAL SUBMITTAL	NC	JA
3	09/25/14	MODIFY COMMENCING STATEMENT	NC	JA

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EXHIBIT "A-1"

METES AND BOUNDS DESCRIPTION
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TRACT 84, SAN SALVADOR DEL TULE GRANT
HIDALGO COUNTY, TEXAS

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THENCE North 34° 24' 28" East departing from said north right-of-way line, along the common boundary line of said 10.00 acre and 2.00 acre tracts, a distance of 175.06 feet to a 5/8-inch iron rod with cap set for the northwest corner of the herein described tract and being the common corner of said 10.00 acre and 2.00 acre tracts;

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SIGNATURE

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This survey is being provided, solely, to the above named parties and no license is being created, expressed or implied, to transfer or copy this survey for use in any other future transaction or exchange of the property surveyed.

Substitute Form 1099-S

Proceeds from Real Estate Transactions

Tax Year: 2014 (OMB No. 1545-0997)

Settlement Agent Name and Address	Seller/Transferor's Name and Address
Atlas, Hall & Rodriguez, LLP 818 Pecan Blvd. McAllen, Texas 78501	Guerra Brothers Master Partnership P. O. Box 38 Linn, Texas 78563

Settlement Agent/Filer's Federal ID Number	Seller/Transferor's Taxpayer ID Number
74-1210059	46-1649299

Transaction Information	
1. Date of Closing	October 8, 2014
2. Gross Proceeds	$0.00
3. Address or legal description	Being a 0.935 acre tract of land lying in and 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
4. Check here if the transferor received or will receive property or services as part of the consideration	X
5. Buyer's part of real estate tax	$0.00

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

You are required by law to provide the Settlement Agent with your correct Tax Payer Identification Number. If you do not provide the Settlement Agent with your correct Tax Payer Identification Number, you may be subject to civil or criminal penalties imposed by law.

Under penalties of perjury, I certify that the number shown above on this statement is my correct Tax Payer Identification Number. I acknowledge receipt of a copy of this statement.

GUERRA BROTHERS MASTER

PARTNERSHIP

By:_____ October 8, 2014

A. R. Guerra, Partner Date

(Keep for your records.)

Instructions for Transferor

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the Internal Revenue Service and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the Schedule D (Form 1040) instructions. If the real estate was not your main home, report the transaction on **Form 4797**, Sales of Business Property, **Form 6252**, Installment Sale Income, and/or **Schedule D (Form 1040)**, Capital Gains and Losses.

Federal mortgage subsidy. You may have to recapture (pay back) all or part of a Federal mortgage subsidy if **all** the following apply:

- You received a loan provided from the proceeds of a qualified mortgage bond or you received a mortgage credit certificate.
- Your original mortgage loan was provided after 1990, and
- You sold or disposed of your home at a gain during the first 9 years after you received the Federal mortgage subsidy.

This will increase your tax. See **Form 8828**, Recapture of Federal Mortgage Subsidy, and **Pub. 523**, Selling Your Home.

Box 1. Shows the date of closing.

Box 2. Shows the gross proceeds from a real estate transaction, generally the sales price. Gross proceeds include cash and notes payable to you, notes assumed by the transferee (buyer), and any notes paid off at settlement. Box 2 does not include the value of other property or services you received or are to receive. See **Box 4**.

Box 3. Shows the address or a legal description of the property transferred.

Box 4. If marked, shows that you received or will receive services or property (other than cash or notes) as part of the consideration for the property transferred. The value of any services or property (other than cash or notes) is not included in box 2.

Box 5. Shows certain real estate tax on a residence charged to the buyer at settlement. If you have already paid the real estate tax for the period that includes the sale date, subtract the amount in box 5 from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the "other income" line of Form 1040. For more information, see Pub. 523, Pub. 525, and Pub. 530.

Substitute Form 1099-S

Proceeds from Real Estate Transactions

Tax Year: 2014 (OMB No. 1545-0997)

Settlement Agent Name and Address	Seller/Transferor's Name and Address
Atlas, Hall & Rodriguez, LLP 818 Pecan Blvd. McAllen, Texas 78501	Hidalgo County, Texas P. O. Box 1356 Edinburg, Texas 78540

Settlement Agent/Filer's Federal ID Number	Seller/Transferor's Taxpayer ID Number
74-1210059	

Transaction Information	
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2. Gross Proceeds	$0.00
3. Address or legal description	Being a 0.935 acre tract of land lying in and 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
4. Check here if the transferor received or will receive property or services as part of the consideration	X
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Under penalties of perjury, I certify that the number shown above on this statement is my correct Tax Payer Identification Number. I acknowledge receipt of a copy of this statement.

HIDALGO COUNTY, TEXAS

By:_____ October 8, 2014
Ramon Garcia, County Judge Date

(Keep for your records.)

Instructions for Transferor

For sales or exchanges of certain real estate, the person responsible for closing a real estate transaction must report the real estate proceeds to the Internal Revenue Service and must furnish this statement to you. To determine if you have to report the sale or exchange of your main home on your tax return, see the Schedule D (Form 1040) instructions. If the real estate was not your main home, report the transaction on **Form 4797**, Sales of Business Property, **Form 6252**, Installment Sale Income, and/or **Schedule D (Form 1040)**, Capital Gains and Losses.

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This will increase your tax. See **Form 8828**, Recapture of Federal Mortgage Subsidy, and **Pub. 523**, Selling Your Home.

Box 1. Shows the date of closing.

Box 2. Shows the gross proceeds from a real estate transaction, generally the sales price. Gross proceeds include cash and notes payable to you, notes assumed by the transferee (buyer), and any notes paid off at settlement. Box 2 does not include the value of other property or services you received or are to receive. See **Box 4**.

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Zimbra **yolanda.velasquez@co.hidalgo.tx.us**

Re: Hidalgo County/Guerra Brothers

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Fri, Oct 10, 2014 11:45 AM

1 attachment

Subject : Re: Hidalgo County/Guerra Brothers

To : Honorable Joseph Palacios <joseph.palacios@co.hidalgo.tx.us>, Jesus Ozuna <jesus.ozuna@co.hidalgo.tx.us>, Steve Crain <scrain@atlashall.com>, Monica Badillo <monica.badillo@co.hidalgo.tx.us>

Cc : Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>, Agueda Garcia <agueda.garcia@co.hidalgo.tx.us>, Juan Alvarado <juan.alvarado@co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>, pjones@atlashall.com

Comm. Palacios:
Agenda Item AI#46955 has been created for CC of next Tuesday, Oct. 14, 2014 so as to complete the exchange transaction/conveyance of the properties between Hidalgo County (Pct. #4) and Guerra Bros. Ms. Monica has been alerted to make sure it does get on for that date. If you require any further information or assistance regarding this item, do not hesitate to contact us.
Thanks,
Marty S

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Friday, October 10, 2014 11:16:17 AM

Subject: RE: Hidalgo County/Guerra Brothers

The documents must be placed on the agenda.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, October 10, 2014 11:12 AM
To: pjones@atlashall.com; Steve Crain
Cc: Yolanda Velasquez; Darlene H. Betancourt; Jesus Ozuna
Subject: Fwd: Hidalgo County/Guerra Brothers

Ms. Jones:
Do they require any type of CC action prior to having County Judge execute? Just want to make sure.
Thanks,
Marty S.

From: "Patricia Jones" <pjones@atlashall.com>
To: "martha salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Steve Crain" <scrain@atlashall.com>, mntrevino@atlashall.com
Sent: Friday, October 10, 2014 11:09:25 AM
Subject: Hidalgo County/Guerra Brothers

Martha:

Attached are execution copies of the closing documents. Please have Judge Garcia execute the applicable documents and return the originals to our office at your earliest convenience. Let me know if you have any questions. Thank you.

Patricia Z. Jones
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd.
McAllen, Texas 78501
http://www.atlashall.com/

Mailing Address:
P. O. Box 3725
McAllen, Texas 78502

Sender's:
Direct Dial Number (956) 632-8228
Fax Number (956) 686-6109
E-mail Address pjones@atlashall.com

Atlas Hall Rodriguez

Please consider the environment before printing this e-mail

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AI-46383 **Purchasing Department 26. F. 1.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted By: Sandra Montalvo,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of sole bid received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of Lease Agreement for Request for Bid titled: Hidalgo County WIC Program-"Lease of Office Space-City of Alamo" through project No.: 2014-314-09-03-SMA.

BACKGROUND

1. Current contract expires on: 10/30/14
2. New Lease Agreement commences 10/31/14
3. Contract document was reviewed and approved by Legal Counsel as to form.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 1292-441-00-350-001-5-441

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

BUDGETARY IMPACT:

Attachments

Depts Recommendation, Participation , Tabulation

lease

legal

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	09/17/2014 04:35 PM
Budget & Management	Debbie Tamez	09/18/2014 01:47 PM
Obdett Calzada	Debbie Tamez	09/19/2014 11:09 AM
Glinda Pacheco	Glinda Pacheco	09/19/2014 04:01 PM
Auditor's Office	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Sandra Montalvo Started On: 09/05/2014

Final Approval Date: 10/10/2014

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
SEP 05 2014
By

MEMORANDUM

(Departments Recommendation)

TO: **Norma Longoria, Director**
Hidalgo County WIC Program

Attn: **Mague Gonzalez, Adm. Asst.** **Vía email: mague.gonzalez@wic.co.hidalgo.tx.us**

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Dept.

DATE: **September 04, 2014**

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2014-314-09-03-SMA- Hidalgo County WIC Program-Lease of Office Space-City of Alamo"

We have received [redacted] to the above mentioned project. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response [redacted]. 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**

Recommendations/Concerns: Please award Bid to GBB Rentals

BUDGET ACCOUNT#: 4.1292.441.00.350.001.4.441

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 L Longoria	Norma L.Longoria	WIC	9/5/14
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: SEPTEMBER 03, 2014 | **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: ***Hidalgo County WIC Program-Lease of Space-City of ALAMO***

BID NO.: 2014-314-09-03-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.	GBB RENTALS, LTD Attn: Enrique Garza or Spencer Bell	BLM	Sandra Montalvo	08/18/14	P.O. BOX 8064 Weslaco, Tx 78599 5310 Garret Rd. Harlingen, TX. 78552 (O) 956-551-7662 (F) 956-968-9222 cell 956-551-7664 sbell1@hiline.net egarza@ebmerit.com
2.	PRIME VENDOR INC. Attn: Kimberly Doumit	BLM/mail	Sandra Montalvo	08/19/14	4622 Cedar Avenue Wilmington NC 28403 Phone: 800-746-9554 Fax: 800-746-8307 bids20@prime-vendor.com
3.					
4.					
5.					

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET					
HIDALGO COUNTY WIC PROGRAM-*"Lease Of Office Space-City Of Alamo"*					
BID NO: 2014-314-09-03-SMA					
BID OPENING DATE: September 03, 2014		BID OPENING TIME: 9:30 A.M.			
PARTICIPATING VENDORS		**Physical location of proposed building**	**Total Sq. Ft. on Proposed Office Building.**	**PER SQ. FT. PRICE**	**TOTAL PRICE per month**
1.	**GBB RENTALS, LTD.**	**313 E. BUSINESS 83**	**4,000 SQ. FT**	**$1.00**	**$4,000**
2.					
3.					
4.					
5.					
6.					
7.					
8.					

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE

C-14-314-10-14

THIS LEASE is made and entered into by and between GBB Rentals, Ltd., referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor that certain real property described on Exhibit "A " attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises." Lessee issued a Request for Bid in accordance with specifications in the Request for Bid and a copy of such Request for Bid Procurement packet and Bid Page is (collectively the "RFB") is attached hereto as Exhibit "B".

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for one (1) year commencing on **October 31, 2014** (as hereinafter defined) and ending on **September 30, 2015** (as hereunder defined) unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. The "Commencement Date" is the date the Premises are available for occupancy by Lessee, which date shall be ten(10) days following the date the Lessor provides Lessee written notice that the Lessor's negotiated remodeling obligation is complete. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when

more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for a six (6) one (1) year terms and additional sixty (60) day grace period under the same rates, terms and conditions. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor sixty (60) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to Four Thousand Dollars and 00/100 ($4,000.00) per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at 5310 Garratt Rd, Harlingen, Texas 78552, or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on Lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall

be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent use of the Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. Lessor shall be responsible for all of the repairs and maintenance. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

LESSOR'S AND LESSEE'S DUTIES TO REPAIR

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

LESSOR'S DUTY

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water,

or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

(9) Landscaping (all greenery, watering, and maintenance).

(10) Parking Lot (including painting, striping, paving, etc.)

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

5.1 Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to

Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 **Lessor**. Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance satisfying the insurance requirements stated in the RFB, such evidence of insurance is attached hereto as “Exhibit C.”

9.3 **Lessee**. Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

Remedy for Failure to Provide Insurance

9.4 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the

necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are

untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for

which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions

required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.4 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.5 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased

Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:	Lessee:
GBB Rentals, Ltd. Attn: Spencer Bell, Manager 5310 Garrett Rd Harlingen, Texas 78552	County of Hidalgo Attn: County Judge 1615 S. Closner, Suite J Edinburg, Texas 78539

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

Parties Bound

14.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

Texas Law to Apply

14.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

Prior Agreements Superseded

14.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or

on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this Lease Agreement.

Commitment of Current Revenues Only

14.13 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee 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 Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

Entire Agreement

14.14 This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Appraiser, and not otherwise.

Immunities

14.15 Nothing in this Agreement is intended to and Lessee does not hereby waive, release or relinquish any right to assert any of the defenses Lessee enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Lessee as to any claim or action of any person, entity, or individual against Lessee.

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the day of _____, 2014.

HIDALGO COUNTY	**GBB RENTALS, LTD**
_____	_____
By: Ramon Garcia, County Judge	By:
APPROVED AS TO FORM: Atlas, Hall & Rodriguez, L.L.P.	**ATTEST:**
_____	_____
By: Stephen L. Crain	By: Arturo Guajardo Jr., County Clerk

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT "A"

FIRM No. 10096700

ROBLES & ASSOCIATES, PLLC PROFESSIONAL LAND SURVEYORS

P.O. BOX 476 – WESLACO, TEXAS 78599-0476 PHONE (956) 968 - 2422 FAX (956) 969 - 2011

DESCRIPTION OF 2.564 ACRES OF LAND
OUT OF LOT 1, PASEO DEL MEZQUITE SUBDIVISION
HIDALGO COUNTY, TEXAS

Being 2.564 acres of land situated in Hidalgo County, Texas, and being all of Lot 1, Paseo Del Mezquite Subdivision as per map recorded in Volume 50, Page 141 of the Hidalgo County Map Records, and said 2.564 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a ½-inch iron rod with a plastic cap stamped "RRA" found for the northwest corner of said Lot 1 and the northwest corner of said tract herein described;

THENCE, South 78°30'07" East, 245.28 feet, with the north line of said Lot 1 and with the south right of way line of U.S. Business Highway 83 to a ½-inch iron rod with a plastic cap stamped "RRA" found for the northeast corner of said Lot 1 and the northeast corner of said tract herein described;

THENCE, South 08°45' West, 449.91 feet, with the east line of said Lot 1 to a ½-inch iron rod with a plastic cap stamped "R&A" set for the southeast corner of said tract herein described;

THENCE, North 81°15' West, 245.00 feet, with the south line of said Lot 1 to a ½-inch iron rod with a plastic cap stamped "RRA" found for the southwest corner of said tract herein described;

THENCE, North 08°45' East, 461.67 feet, with the west line of said Lot 1 to the POINT OF BEGINNING and containing 2.564 acres of land more or less.

Surveyed: September 18, 2014
Basis of bearings: ½-inch iron rod with plastic cap stamped "RRA" found at the southwest and northwest corner of Lot 1

18819
9-19-14

Reynaldo Robles, R.P.L.S. #4032

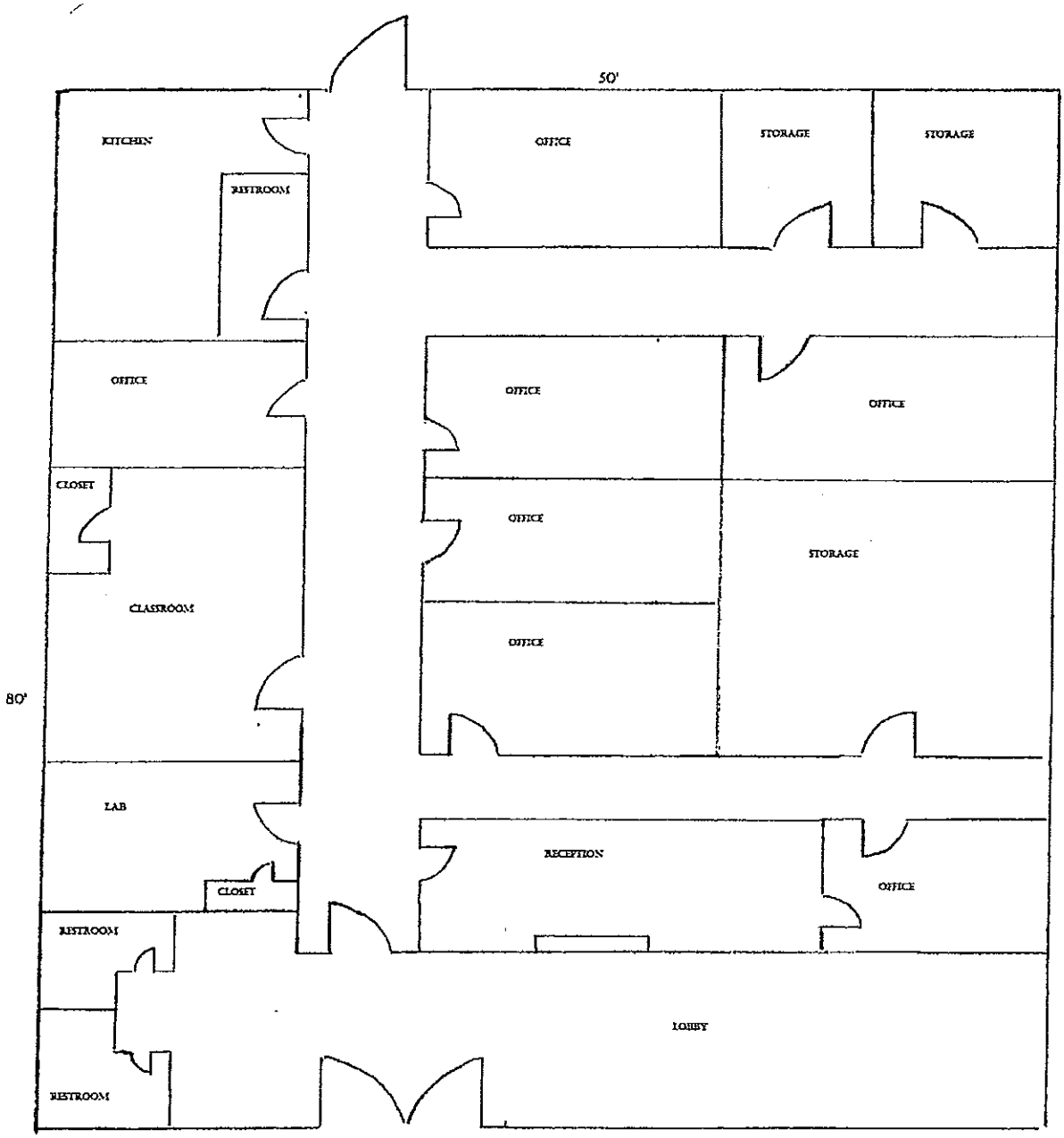

50'
80'
KITCHEN
RESTROOM
OFFICE
CLOSET
CLASSROOM
LAB
CLOSET
RESTROOM
RESTROOM
OFFICE
STORAGE
STORAGE
OFFICE
OFFICE
OFFICE
STORAGE
OFFICE
RECEPTION
OFFICE
LOBBY

EXHIBIT "B"
REQUEST FOR BID (RFB) &
BID PAGE

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

August 18, 2014

_____
Bidder's name

_____
Address

_____
City

_____
State, Zip Code

Re: **Hidalgo County WIC Program**
Request for Bids -***"Lease Of Office Space-City of Alamo"***
Bid No: **2014-314-09-03-SMA**

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma
Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR BID (RFB)

HIDALGO COUNTY WIC PROGRAM
"Lease of Office Space-City of Alamo"
Bid No: 2014-314-09-03-SMA

TABLE OF CONTENTS

Item	Description	No. of Pages
1.	Request for Bids, Letter	1
2.	Request for Bids, Legal Notice	8
3.	Exhibit A, Requirements/Specifications	3
4.	Exhibit B, Bid Page	2
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 Lease Agreement	21

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L Salazar
Martha L. Salazar, CPPB, Purchasing Agent

August 18, 2014
Date

LEGAL NOTICE

REQUEST FOR BID

HIDALGO COUNTY WIC PROGRAM

"Lease of Office Space-City of Alamo"

Bid No: 2014-314-09-03-SMA

Bid No: 2014-314-09-03-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 x 4865

REQUEST FOR BIDS

Hidalgo County WIC Program

"Lease Office Space-City of Alamo"

BID OPENING DATE: SEPTEMBER 03, 2014@ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626

Form HCPD-03

1. Sealed bids will be received for ***"HIDALGO COUNTY WIC PROGRAM- LEASE of OFFICE SPACE-CITY OF ALAMO"*** 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:2014-314-09-03-SMA-*HIDALGO COUNTY WIC PROGRAM-LEASE of OFFICE SPACE-CITY OF ALAMO"*** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281,mailing address 2812 S. Business 281 New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, September 03, 2014.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO*"RFB*-2014-314-09-03-SM*A-HIDALGO COUNTY WIC PROGRAM-LEASE of OFFICE SPACE-CITY OF ALAMO"*.
   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Any shipping costs are to be F.O.B., destination. (vendor pays all shipping cost and remains responsible until County takes procession)

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- **Invoices must include:**
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation – **"HIDALGO COUNTY WIC PROGRAM –LEASE of OFFICE SPACE-CITY OF ALAMO"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on all invoices.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County WIC Program
Attn: Margarita Gonzalez
3105 W. University Dr.
Edinburg, TX. 78539
(956) 381-4646

17. SCHEDULE OF EVENTS

Bid Opening at 9:30 a.m.	**September 03, 2014**
Award of Contract	
Commence Work or Deliver Products	

18. BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if Applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arises under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY WIC PROGRAM
"LEASE of OFFICE SPACE- CITY OF ALAMO"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY WIC PROGRAM

"Lease of Office Space-City of Alamo"

Bid No: 2014-314-09-03-SMA

Instructions to bidders:

These instructions apply to all offers made to Hidalgo County (herein referred to as "County") by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to, Invitations to Bid.

- Please review this document in its entirety. Be sure your bid is complete, and double check your bid for accuracy.
- Open records access to all information submitted. All information included will be open to the public, other bidders, media as per Open Records Act and not be confidential in nature. If you deem any information as confidential it should not be made part of your bid package.

SPECIFICATIONS

1) Said office space shall have the designated rooms or areas for conducting the following functions:
   a. Reception area, Nutrition Education, Counseling room, Issuance of food cards via computers, lab and screening room, lactation room, lounge area and two (2) storage rooms.

2) Said office space should be located in a major thoroughfare of in the *City of Alamo,* Texas.

3) Building must consist of a maximum of 4,000 square feet available floor space to perform WIC services.

4) Building should have a minimum of three (3) fire extinguishers or amount required by the City Fire Code under federal, state, local and building codes and regulations. Floor area exits or exit access doorways must comply with the City Fire Code under federal, state and local building codes and regulations;

5) Building premises shall have public handicapped accessible restroom facilities for both men and women. Separate restroom facilities for employees.

6) The public parking lot shall consist of at least thirty (30) parking spaces for clients, ten (10) spaces for employees with two (2) designated handicap parking spaces, with ramp access available from such spaces to the building. Building access must comply with American Disability Act Parking Requirements;

7) Bid premises must have water, sewer, natural gas and electricity, central air and heating of the entire building, including outside maintenance and garbage pick-up.

8) Building shall be free from rodents & insects prior to occupancy by the WIC Program staff. Lessor will be responsible and at ***Lessor's expense*** for pest control throughout term of this contract/lease.

9) The floor plans of the building will be constructed according to the Program Director. If present building needs renovation; the renovation work will be made by Lessor and at Lessor's expense and to be completed at least 45 days from the date of award;

10) Floors should have commercial or ceramic tile, no carpeting. Lessor is responsible for floor maintenance (i.e. waxing and buffing) so that floors depict up keep.

11) Central air/heating will be provided for ample cooling/heating of the entire building. Lessor will be responsible for electrical, central air & heating maintenance at Lessor's expense, also by keeping entire Building free of mold at all times. This includes changing of all filters, monthly and cleaning of coils yearly.

12) An existing building must be ready for occupancy with all specifications completed and in compliance with the Americans with Disabilities Act, ninety (90) days from the date of awarding bid and execution of contract or the award will become void/null;

13) If a new building is to be constructed there should be a completion date of approximately one hundred and twenty (120) days from date bid was awarded. If completion date is not met, bid will become void/null;

REQUIREMENTS and/or TERMS & CONDITIONS

1) The awarded bidder shall adhere to the following insurance requirements:

   a. Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purpose.

   b. Certificates of insurance shall be submitted to WIC Office for approval prior to rental services being performed by Lessor hereunder. Bidder shall maintain liability insurance on the building as described and listed in: **Insurance Requirements: See Exhibit "C" attached.** Plus also insure building for fire, accident and natural disaster;

   c. The award of the bid will be evident by a written lease agreement in a form acceptable to Hidalgo County.

2) Bidder must charge by the square foot for the rental space;

3) The awarded bidder of the contract/lease will ensure that the facilities (toilets, water, faucets, air conditioning, heating, etc.) within the building are working properly before and during the rental of the building and will provide all upkeep and maintenance under the contract.

4) Any contract awarded to a successful bidder will be in effect until (a) the contract expires (b) performance of services and/or specifications ordered, or (c) terminated by County with sixty (60) day's written notice prior to cancellation.

5) Building shall be in good working condition and be handicap accessible to provide services to all clients.

6) After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract/lease 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.

7) The complete space will be inspected by WIC Program Director, before lease contract is in place, in order to verify status and kind of business activity within the building;

8) Bidder(s) must provide the legal description of the property along with your bid and include a proposed *"floor plan layout"* of your facility.

9) Hidalgo County is requesting all interested vendor(s) submitting bids must provide the following: Property ID# and/or Geographic ID# and the Legal Description as listed on your local Hidalgo County Appraisal District for proposed property being submitted for this project.

TERM OF CONTRACT:

1) The initial term of contract/lease shall be for a period of five (5) years with the County's option to renew contract for an additional two (2) 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.

ADDITIONAL INFORMATION:

1) All costs and expenses associated with the preparation and submission of all (bids, proposals, statements of qualifications (RFQ) and quotes) shall be the responsibility of the vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

2) Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, Attn: Sandra Montalvo, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

3) ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA e-mail to sandra.montalvo@co.hidalgo.tx.us by no later than Wednesday, **August 27, 2014** by 5:00 p.m. Responses to said inquiries will be sent to all applicants via email by no later than **August 29, 2014** by 5:00 p.m.

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY WIC PROGRAM

"Lease of Office Space-City of Alamo"

BID No. 2014-314 09-03-SMA

Monthly charge for "Lease of Office Space-in the City of Alamo" as requested, but not limited to, in the Specifications as listed Exhibit "A".

BID PRICE PER SQUARE FOOT: $ _____

TOTAL MONTHLY BID PRICE: $ _____

TOTAL SQUARE FOOTAGE ON PROPOSED OFFICE BUILDING: _____

PHYSICAL LOCATION OF PROPOSED BUILDING: _____

_____

_____

PROPERTY ID # and/or GEOGRAPHIC ID: (Local Appraisal District Info.) _____

_____

LEGAL DESCRIPTION OF PROPERTY: _____

_____

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY WIC PROGRAM

"Lease of Office Space-City of Alamo"

BID No. 2014-314 09-03-SMA

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

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)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: ____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of 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

VENDOR'S APPLICATION

&

W-9 FORM

REQUEST FOR BID

HIDALGO COUNTY WIC PROGRAM

"Lease of Office Space-City of Alamo"

Bid No: 2014-314-09-03-SMA

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the
Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or 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. 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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee [1] The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. 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

REQUEST FOR BID

HIDALGO COUNTY WIC PROGRAM

"Lease of Office Space-City of Alamo"

Bid No: 2014-314-09-03-SMA

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY WIC PROGRAM

"Lease of Office Space-City of Alamo"

BID No. 2014-314 09-03-SMA

Monthly charge for "Lease of Office Space-in the City of Alamo" as requested, but not limited to, in the Specifications as listed Exhibit "A".

BID PRICE PER SQUARE FOOT: $ 1.00

TOTAL MONTHLY BID PRICE: $ 4,000.00

TOTAL SQUARE FOOTAGE ON PROPOSED OFFICE BUILDING: 4,000

PHYSICAL LOCATION OF PROPOSED BUILDING: 313 E. Business 83 Alamo, TX (currently occupied by Hidalgo County WIC Program Alamo Clinic)

PROPERTY ID # and/or GEOGRAPHIC ID: (Local Appraisal District Info.) P4439-00-000-0001-00

LEGAL DESCRIPTION OF PROPERTY: Paseo del Mezquite Lot 1

OPENED

9/3/14

9:55

Witnessed

Mara Hamm

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY WIC PROGRAM

"Lease of Office Space-City of Alamo"

BID No. 2014-314 09-03-SMA

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: GBB RENTALS, LTD

ADDRESS: 5310 GARRETT RD

CITY/STATE/ZIP CODE: HARLINGEN, TX 78552

PHONE & FAX NO'S: (P) 956-551-7662 (F) 956-968-9222

CELLULAR NO: (C) 956-551-7664

E-MAIL ADDRESS: sbell1@hiline.net egarza@ebmerit.com

AUTHORIZED SIGNATURE: Spencer Bell

PRINTED NAME: SPENCER BELL

TITLE MANAGER

OPENED
9/3/14
9:55 am
Witnessed

Manuel Hernandez

EXHIBIT "C"
CERTIFICATE OF INSURANCE

GBBRE-1 OP ID: EP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/02/2014

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

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

PRODUCER Shepard Walton King Ins. Group 121 W. Pecan McAllen, TX 78501 Josh Fields	CONTACT NAME: Eloise Padron PHONE (A/C, No, Ext): 956-682-2841 FAX (A/C, No): 956-630-4015 E-MAIL ADDRESS: epadron@swkins.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Acadia Insurance Company — 31325
INSURED GBB Rentals, LP Spencer Bell 5310 Garrett Road Harlingen, TX 78552	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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		CPA464726411	09/01/2014	09/01/2015	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
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			CPA464726411	09/01/2014	09/01/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	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					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

Building or Premises - Lessors Risk Only at 313 East Business 83, Alamo, TX 78516

Certificate Holder is Additional Insured

CERTIFICATE HOLDER

HIDCOPD

County of Hidalgo WIC
Purchasing Department
Fax: 956-381-0017
2802 South Businsess #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

R.W. Shepard

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RE: Agreement for Lease of Office Space-Alamo-WIC Program

From : Steve Crain <scrain@atlashall.com> Fri, Oct 10, 2014 05:01 PM

Subject : RE: Agreement for Lease of Office Space-Alamo-WIC Program 1 attachment

To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

Change “years” to year in 1.1.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, October 10, 2014 4:55 PM
To: Steve Crain
Subject: Re: Agreement for Lease of Office Space-Alamo-WIC Program

Mr. Crain:

I have corrected the 1 year term of agreement with option to extend additional six (6) one (1) year terms. Please review and approve as to form.

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: "Steve Crain" <scrain@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Friday, October 10, 2014 3:21:25 PM
Subject: RE: Agreement for Lease of Office Space-Alamo-WIC Program

Just change the term to a one year term with an option to renew for seven one year terms upon the same terms and conditions. (Check my math for the correct renewal terms).

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]

Sent: Friday, October 10, 2014 2:38 PM
To: Steve Crain
Subject: Fwd: Agreement for Lease of Office Space-Alamo-WIC Program

Mr. Crain:

I have attached Exhibit A, of the agreement, where under term of contract, the County request the vendor to provide the cost based on a a 5 year term (commencing 10/31/14-10/30/19) with the County's option to renew contract for an additional two (2) year term under same rates, term, and conditions.

The Auditor's Office is requesting (as requested below in an email) before the County awards the lease agreement to GBB Rentals, for agreement term to be for 10/31/14-9 /30/15 and from there then to annually renewal agreement for the remainder of the terms as requested in Exhibit A, the specifications. The purpose of such request is to coincide term of agreement with Grant funding each year.

Please advise if such request can be incorporated to agreement.

Thank you.
Rocio V.

From: "Deborah Fischer" <deborah.fischer@auditor.co.hidalgo.tx.us>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Cc: "norma.longoria" <norma.longoria@wic.co.hidalgo.tx.us>, "Linda Fong" <linda.fong@auditor.co.hidalgo.tx.us>, "Minerva Diaz" <minerva.diaz@auditor.co.hidalgo.tx.us>, "Sandra Montalvo" <sandra.montalvo@co.hidalgo.tx.us>, "martha.salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Thursday, October 9, 2014 2:19:54 PM
Subject: RE: Agreement for Lease of Office Space-Alamo-WIC Program

Good afternoon Rocio,

The request was for the term of the lease to be from 10/31/14 through 9/30/2015 with annual renewals each of the next four years:

10/1/15 through 9/30/16
10/1/16 through 9/30/17
10/1/17 through 9/30/18
10/1/18 through 9/30/19

And then the additional two year optional extensions from:

10/1/19 through 9/30/20
10/1/20 through 9/30/21.

If this was not possible, we were requesting the lease dates to be from 10/31/14 through 9/30/19 with the

two year optional extension from 10/1/19 through 9/30/21. The request was to line up the ending dates for September 30 of each year and with the renewal of Grantor funding each year.

Thank you.

Deborah L Fischer
Grant Accounting Supervisor
Hidalgo County Auditor's Office
2808 S. Business HWY 281
Edinburg, TX 78539

Phone (956) 318-2511 Ext. 4670
Fax (956) 318-2577
deborah.fischer@auditor.co.hidalgo.tx.us

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Tuesday, October 07, 2014 9:50 AM
To: Deborah Fischer
Cc: norma.longoria; Linda Fong; Minerva Diaz; Sandra Montalvo; martha.salazar
Subject: Fwd: Agreement for Lease of Office Space-Alamo-WIC Program

Ms. Fischer:

I am still pending your response. Agreement including legal approval will be attached to agenda item 46383 for Com Court approval on 10/14/14, "As Is". You may contact me at ext. 4868, for additional information or concerns.

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: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
To: "Deborah Fischer" <deborah.fischer@auditor.co.hidalgo.tx.us>
Cc: "norma.longoria" <norma.longoria@wic.co.hidalgo.tx.us>, "Linda Fong" <linda.fong@auditor.co.hidalgo.tx.us>
Sent: Thursday, October 2, 2014 11:58:39 AM
Subject: Re: Agreement for Lease of Office Space-Alamo-WIC Program

Ms. Fischer,

I am currently working on finalizing the lease agreement for the WIC Program Office Space in Alamo with GBB Rentals. I have review Ms. Marty email dated on 9/26/14 and I am need of some clarification. Can you please clarify the requested modification from you on the term of the agreement? Initially the term is for a 5 yr contract commencing 10/31/14 and ending 10/30/19 with option to extend for 2 year term (10/31/19-10/30/21).

Is your request for the agreement to be commencing 10/31/14 to 09/29/15 and the remainder of the years to be consider yearly extensions commencing 09/30-09/29?

Please advise.

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: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Deborah Fischer" <deborah.fischer@auditor.co.hidalgo.tx.us>
Cc: "norma.longoria" <norma.longoria@wic.co.hidalgo.tx.us>, "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>, "Mague Gonzalez" <mague.gonzalez@wic.co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Linda Fong" <linda.fong@auditor.co.hidalgo.tx.us>
Sent: Friday, September 26, 2014 6:21:24 PM
Subject: Re: Agreement for Lease of Office Space-Alamo-WIC Program

Noted.

From: "Deborah Fischer" <deborah.fischer@auditor.co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "norma.longoria" <norma.longoria@wic.co.hidalgo.tx.us>
Cc: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>, "Mague Gonzalez" <mague.gonzalez@wic.co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Linda Fong" <linda.fong@auditor.co.hidalgo.tx.us>
Sent: Friday, September 26, 2014 5:50:44 PM
Subject: RE: Agreement for Lease of Office Space-Alamo-WIC Program

Marty,

The only correction to your notation below would be the start date in item 1 below. The start date could remain as 10/31/14 since the current lease ends 10/30/14 and we would not want a gap between the ending and starting date of one day.

I also would like to emphasize that with the current start and end dates as indicated on the lease from 10/31 through 10/30 the last month of the lease for each year (Oct 1st through Oct 30th) would be unfunded at the time of the lease presentation to Commissioner's Court. If the WIC department did not receive funding in the subsequent year the county (i.e. general fund) would be obligated for the additional month.

Deborah

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, September 26, 2014 1:33 PM
To: Deborah Fischer; norma.longoria
Cc: Rocio Villarreal; Mague Gonzalez; Darlene H. Betancourt
Subject: Fwd: Agreement for Lease of Office Space-Alamo-WIC Program

Ms. Fischer:
Please note that Ms. Rocio had provided you a draft form of lease a week ago. However after our conversation, I have instructed Ms. Rocio to consult with legal counsel on the following request by your office:
1. Attempt to amend the initial year of the five year lease to commence 11-01-14 and end on 09-30-14 (WIC Program's Fiscal Year) with the other 4 years to run 10-01-thru 09-30; Your rationale is to get all WIC Program leases to eventually have the same start and end dates to coincide with funding FY dates;
2. We need to get Mr. Crain's position as this was a bid with a five (5) year term- and vendors were given that information;
3. As Ms. Rocio is still lacking information for Mr. Crain's final review and approval as to form, she will request the AI moved to 10-14-14.
Thanks,
Marty

From: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>

To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Friday, September 26, 2014 12:58:48 PM
Subject: Fwd: Agreement for Lease of Office Space-Alamo-WIC Program

Attached as requested is the contract for the lease in Alamo for the WIC Program.

From: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
To: "deborah fischer" <deborah.fischer@auditor.co.hidalgo.tx.us>
Sent: Friday, September 19, 2014 4:17:40 PM
Subject: Agreement for Lease of Office Space-Alamo-WIC Program

Ms. Fischer:

Attached as requested is the lease agreement for WIC Program.

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



image001.png
18 KB

AI-46881 **Purchasing Department** **26. F. 2.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: N. Longoria, Dir. HCWIC Prog. **Submitted By:** Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

As presented through WIC Program, requesting CC accept and approve:

A. Invoice #4184 ($1,432.00 & $358.00) identified/attached & detailed herein from Travel Advisors in connection with travel taken in September 2014;

B. Final Travel Expense reimbursement for the following WIC Program Director & Staff in connection with travel taken in October:

1. N. Longoria - $78.00
2. Esther Carrizales - $78.00
3. Diana Cardona - $156.00

for which no requisitions was submitted nor POs processed including authority for County Treasurer to issue payments/checks after all Auditor processing procedures completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1292-441-00-350-001-4-583

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

BUDGETARY IMPACT:

Funds available as of 10/10/14.

FISCAL YEAR: 2014 **ACCT. #:** 4-1292-441-00-350-017-4-583

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

BUDGETARY IMPACT:

Funds available as of 10/10/14.

FISCAL YEAR: 2014 **ACCT. #:** 4-1292-441-00-350-017-5-583

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

BUDGETARY IMPACT:

Funds available as of 10/10/14.

Attachments

WIC Email

Email-WIC-Travel
Travel Expense
Travel Report
Conference

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/09/2014 02:47 PM
Budget & Management	Veronica Ortiz	10/09/2014 05:17 PM
Glinda Pacheco	Glinda Pacheco	10/10/2014 02:27 PM
Auditor's Office	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Marty Salazar Started On: 10/08/2014 01:34 PM

Final Approval Date: 10/10/2014

Zimbra **martha.salazar@co.hidalgo.tx.us**

Re: Claim for Travel Advisors

From : Mague Gonzalez <mague.gonzalez@wic.co.hidalgo.tx.us> Tue, Oct 07, 2014 05:33 PM

Subject : Re: Claim for Travel Advisors

To : Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us>

Cc : Martha Salazar <martha.salazar@co.hidalgo.tx.us>, norma.longoria <norma.longoria@wic.co.hidalgo.tx.us>, Minerva Diaz <minerva.diaz@auditor.co.hidalgo.tx.us>

I will send copies first thing tomorrow morning.

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: "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>
To: "Mague Gonzalez" <mague.gonzalez@wic.co.hidalgo.tx.us>
Cc: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "norma.longoria" <norma.longoria@wic.co.hidalgo.tx.us>
Sent: Tuesday, October 7, 2014 4:48:32 PM
Subject: Re: Claim for Travel Advisors

Can you please send me copies of all documents that you have so I can review your situation?

Thanks,

Rudy Salinas
Purchase Order Specialist III
Phone: 292-7000 Ext: 4875

From: "Mague Gonzalez" <mague.gonzalez@wic.co.hidalgo.tx.us>
To: "rudy salinas1" <rudy.salinas1@co.hidalgo.tx.us>
Cc: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "norma.longoria" <norma.longoria@wic.co.hidalgo.tx.us>
Sent: Tuesday, October 7, 2014 4:40:52 PM
Subject: Fwd: Claim for Travel Advisors

Mr. Salinas, I would like to know status of the claim? Please advise. Thank you.

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: "Mague Gonzalez" <mague.gonzalez@wic.co.hidalgo.tx.us>
To: "rudy salinas1" <rudy.salinas1@co.hidalgo.tx.us>
Sent: Wednesday, October 1, 2014 9:16:18 AM
Subject: Re: Claim for Travel Advisors

Mr. Salinas, the accounts that would be used for the claim would be the following:
4.1292.441.00.350.001.4.583 $1,432.00
4.1292.441.00.350.017.4.583 $ 358.00
Total: $1,790.00
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: "Mague Gonzalez" <mague.gonzalez@wic.co.hidalgo.tx.us>
To: "rudy salinas1" <rudy.salinas1@co.hidalgo.tx.us>
Cc: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "norma.longoria" <norma.longoria@wic.co.hidalgo.tx.us>
Sent: Monday, September 29, 2014 4:36:13 PM
Subject: Claim for Travel Advisors

Mr. Salinas, We would like for the invoice # 4184 for Travel Advisors be paid as claims in the
amount of $1790.00. In the month of July 2014 I had a some staff traveling out of town. I was
making all the necessary requisitions for the travel, I realized that I was NSF on object code #583.
A line item transfer for travel was done on August 12, 2014. Was reviewing all the requisitions
that had been done and I inadvertently left out the requisition for Travel Advisors. While doing
the final travel I realized there was no P.O.

Margarita Gonzalez
Accountant IV
Hidalgo County WIC Program
3105 W. University
Edinburg, Texas 78539
(956)381-4646 ext. 4042
(956)381-0017
magueGonzalez@wic.co.hidalgo.tx.us

Zimbra **yolanda.velasquez@co.hidalgo.tx.us**

Fwd: Claims for Final Travel Trip to Austin

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us>
Wed, Oct 08, 2014 05:41 PM
2 attachments

Subject : Fwd: Claims for Final Travel Trip to Austin

To : Yolanda Velasquez <yolanda.velasquez@co.hidalgo.tx.us>

Ms. Yoli:
Print e-mail and attachments and upload to AI#46841 first thing in the morning.
Thanks,
Marty

From: "Mague Gonzalez" <mague.gonzalez@wic.co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>, "norma.longoria" <norma.longoria@wic.co.hidalgo.tx.us>
Sent: Wednesday, October 8, 2014 4:36:16 PM
Subject: Claims for Final Travel Trip to Austin

Marty, Please see attachments. I did have a P.O. for the hotel and car rental. This claim will
be billed under the account number # 4.1292.441.00.350.017.5.583 in the total of amount
of $314.00 for the final travel for Norma Longoria, Esther Carrizales and Diana Cardona.

Travel Advisors will be account number # 4.1292.441.00.350.001.4.583 in the amount of $1,432.00
& account number # 4.1292.441.00.350.017.4.583 in the amount of $358.00 for the grand total of
invoice of $1,790.00

Thank you for your attention to this matter.

Margarita Gonzalez
Accountant IV
Hidalgo County WIC Program
3105 W. University
Edinburg, Texas 78539
(956)381-4646 ext. 4042
(956)381-0017
magueGonzalez@wic.co.hidalgo.tx.us

Travel Advisors Claim #4184.pdf
7 MB

Final Travel Claims for 10 6-7-2014.pdf
5 MB

HIDALGO COUNTY, TEXAS
OUT - OF - COUNTY
FINAL TRAVEL EXPENSE CLAIM

EMPLOYEE NAME: Norma Longoria
DEPARTMENT: WIC
TRAVEL TO CITY: Austin
STATE:
DEPARTURE DATE: 10/6/2014
RETURN DATE: 10/7/2014
TIME OF DEPARTURE: 6:00 AM
TIME OF RETURN: 7:30 PM
PURPOSE OF TRIP: Lactation Service Meeting

I. REIMBURSEMENT FOR EXPENDITURES MADE ON ACCOUNT OF OFFICE BUSINESS:

DESCRIPTION OF TRIP	DATES OF TRAVEL FOR YEAR 2014						
	MONTH / DAY 10/6	MONTH / DAY 10/7	MONTH / DAY 10/8	MONTH / DAY 10/9	MONTH / DAY 10/10	MONTH / DAY 10/11	TOTALS
Airline / Bus / Train		$ -	-				$ -
Car Rental		-					-
Gasoline for Car Rental	-	-	-				-
Personal Car Mileage ODOMETER READINGS:	Beginning Mileage:		Ending Mileage:		TOTAL MILEAGE: -	(MILEAGE RATE) 0.560	-

NOTE: Mileage is calculated on a point-to-point basis using "Mapquest". Reasonable incidental travel may be reimbursed when the traveler provides specific address destination points by using "Mapquest" to determine mileage. The most direct distance to the destination will be allowed. Any out-of way or unreasonable travel distance as determined by the County Auditor will be at the expense of the traveler.

Hotel (Excluding Meals)	289.80						289.80
Parking / Tolls			-			-	-
Taxi and Other Ground Transportation			-				-
Telephone	-						-
Registration Fees							-
MEALS (based upon actual charges)							-
Type of Travel (In State =1 /Out of State =2)	2	NOTE: When traveling out of state trip and claiming actual meal expenes, receipts must be provided for all days of travel. If not reimburement will be based on the $39 per diem.					
With Receipts = 1 / Without Receipts = 2	2	2	2	2			
Breakfast ($9 per diem)	9.00	9.00					
Lunch ($12 per diem)	12.00	12.00					
Dinner ($18 per diem)	18.00	18.00				-	
Total Actual Meal Expense	39.00	39.00	-	-	-	-	
Total Allowable Meal Expense per County Policy (County Employee)	39.00	39.00	-	-	-	-	78.00
Other (Please explain below):				-			-
Explanation Notes:							

II. Travel Expenditures paid by COUNTY CHECK or COUNTY CREDIT CARD that were NOT advanced to employee.
(I.e. Airfare, Hotel accommodations,Car Rentals, Registration)

Payee Name	Expense Type	Check No./ PO. No.	Amount
Citibank	Hotel	715574	$ 289.80
		0	
Total			$ 289.80

TOTAL FROM T-4 CONTINUATION FORM	-
TOTAL ALLOWABLE EXPENDITURES	$ 367.80
AMOUNTS ADVANCED TO EMPLOYEE ON: No advance	$ -
TRAVEL EXPENDITURES PAID BY COUNTY CK OR COUNTY CREDIT CARD NOT ADVANCED TO EMPLOYEE	289.80
REMIT TO ME	$ 78.00
REMITTED TO COUNTY TREASURER ON	
TREASURER RECEIPT NO.	$ 0.00

I hereby certify that the above information is true and correct to the best of my knowledge. The above funds were used solely for official County business. I have not and do not anticipate to receive reimbursement for the above listed travel expenditures from another source.

Norma Longoria — EMPLOYEE SIGNATURE — 10/8/14 DATE

APPROVED BY: Norma L Longoria — DIVISION DIRECTOR/SUPERVISOR — 10/8/15 DATE

APPROVED FOR PAYMENT BY: Norma L Longoria — DEPARTMENT HEAD

4.1292.441.00.350.017.5.583
GENERAL LEDGER ACCOUNT NUMBER

COUNTY AUDITOR'S FORM: T.1.4 (01/14)

Note: This report is due no later than 20 calendar days of return from travel.

HIDALGO COUNTY, TEXAS
OUT - OF - COUNTY
FINAL TRAVEL EXPENSE CLAIM

EMPLOYEE NAME: Esther B.Carrizales
DEPARTMENT: WIC
TRAVEL TO CITY: Austin
STATE:
DEPARTURE DATE: 10/6/2014
RETURN DATE: 10/7/2014
TIME OF DEPARTURE: 6:00 AM
TIME OF RETURN: 7:30 PM
PURPOSE OF TRIP: Lactation Service Meeting

I. REIMBURSEMENT FOR EXPENDITURES MADE ON ACCOUNT OF OFFICE BUSINESS:

DESCRIPTION OF TRIP	DATES OF TRAVEL FOR YEAR 2014						
	MONTH / DAY 10/6	MONTH / DAY 10/7	MONTH / DAY 10/8	MONTH / DAY 10/9	MONTH / DAY 10/10	MONTH / DAY 10/11	TOTALS
Airline / Bus / Train		$ -					$ -
Car Rental		-					-
Gasoline for Car Rental	-	-	-		-		-
Personal Car Mileage ODOMETER READINGS:	Beginning Mileage:		Ending Mileage:		TOTAL MILEAGE: -	(MILEAGE RATE) 0.560	-
NOTE: Mileage is calculated on a point-to-point basis using "Mapquest". Reasonable incidental travel may be reimbursed when the traveler provides specific address destination points by using "Mapquest" to determine mileage. The most direct distance to the destination will be allowed. Any out-of way or unreasonable travel distance as determined by the County Auditor will be at the expense of the traveler.							
Hotel (Excluding Meals)							-
Parking / Tolls			-			-	-
Taxi and Other Ground Transportation			-				-
Telephone	-						-
Registration Fees							-
MEALS (based upon actual charges)		NOTE: When traveling out of state trip and claiming actual meal expenes, receipts must be provided for all days of travel. If not reimburement will be based on the $39 per diem.					
Type of Travel (In State =1 /Out of State =2)	2						
With Receipts = 1 / Without Receipts = 2	2	2	2	2			
Breakfast ($9 per diem)	9.00	9.00					
Lunch ($12 per diem)	12.00	12.00					
Dinner ($18 per diem)	18.00	18.00				-	
Total Actual Meal Expense	39.00	39.00	-	-	-	-	
Total Allowable Meal Expense per County Policy (County Employee)	39.00	39.00	-	-	-	-	78.00
Other (Please explain below):				-			-
Explanation Notes:							

II. Travel Expenditures paid by COUNTY CHECK or COUNTY CREDIT CARD that were NOT advanced to employee. (I.e. Airfare, Hotel accommodations,Car Rentals, Registration)

Payee Name	Expense Type	Check No./ PO. No.	Amount
Citibank	Hotel	715574	$ -
			-
		0	
Total			$ -

TOTAL FROM T-4 CONTINUATION FORM	-
TOTAL ALLOWABLE EXPENDITURES	$ 78.00
AMOUNTS ADVANCED TO EMPLOYEE ON : No advance	$ -
TRAVEL EXPENDITURES PAID BY COUNTY CK OR COUNTY CREDIT CARD NOT ADVANCED TO EMPLOYEE	-
REMIT TO ME	$ 78.00
REMITTED TO COUNTY TREASURER ON	
TREASURER RECEIPT NO.	$ 0.00

I hereby certify that the above information is true and correct to the best of my knowledge. The above funds were used solely for official County business. I have not and do not anticipate to receive reimbursement for the above listed travel expenditures from another source.

Esther B Carrizales — EMPLOYEE SIGNATURE — 10/08/14 DATE

APPROVED BY: Norma L Longoria — DIVISION DIRECTOR/SUPERVISOR — 10/8/15 DATE

APPROVED FOR PAYMENT BY: Norma L Longoria — DEPARTMENT HEAD

4.1292.441.00.350.017.5.583 — GENERAL LEDGER ACCOUNT NUMBER

COUNTY AUDITOR'S FORM: T.1.4 (01/14)

Note: This report is due no later than 20 calendar days of return from travel.

HIDALGO COUNTY, TEXAS
OUT - OF - COUNTY
FINAL TRAVEL EXPENSE CLAIM

EMPLOYEE NAME: Diana Cardona
DEPARTMENT: WIC
TRAVEL TO CITY: Austin
STATE:
DEPARTURE DATE: 10/6/2014
RETURN DATE: 10/7/2014
TIME OF DEPARTURE: 6:00 AM
TIME OF RETURN: 7:30 PM
PURPOSE OF TRIP: Lactation Service Meeting

I. REIMBURSEMENT FOR EXPENDITURES MADE ON ACCOUNT OF OFFICE BUSINESS:

DESCRIPTION OF TRIP	DATES OF TRAVEL FOR YEAR 2014						
	MONTH / DAY 10/6	MONTH / DAY 10/7	MONTH / DAY 10/8	MONTH / DAY 10/9	MONTH / DAY 10/10	MONTH / DAY 10/11	TOTALS
Airline / Bus / Train		$ -					$ -
Car Rental	156.00	-					156.00
Gasoline for Car Rental	30.00	30.00	20.00		-		80.00
Personal Car Mileage ODOMETER READINGS:	Beginning Mileage:		Ending Mileage:		TOTAL MILEAGE: -	(MILEAGE RATE) 0.560	-
NOTE: Mileage is calculated on a point-to-point basis using "Mapquest". Reasonable incidental travel may be reimbursed when the traveler provides specific address destination points by using "Mapquest" to determine mileage. The most direct distance to the destination will be allowed. Any out-of way or unreasonable travel distance as determined by the County Auditor will be at the expense of the traveler.							
Hotel (Excluding Meals)							-
Parking / Tolls			-			-	-
Taxi and Other Ground Transportation			-				-
Telephone	-						-
Registration Fees							-
MEALS (based upon actual charges)		NOTE: When traveling out of state trip and claiming actual meal expenes, receipts must be provided for all days of travel. If not reimburement will be based on the $39 per diem.					
Type of Travel (In State =1 /Out of State =2)	2						
With Receipts = 1 / Without Receipts = 2	2	2	2	2			
Breakfast ($9 per diem)	9.00	9.00					
Lunch ($12 per diem)	12.00	12.00					
Dinner ($18 per diem)	18.00	18.00				-	
Total Actual Meal Expense	39.00	39.00	-	-	-	-	
Total Allowable Meal Expense per County Policy (County Employee)	39.00	39.00	-	-	-	-	78.00
Other (Please explain below):				-			-
Explanation Notes:							

II. Travel Expenditures paid by COUNTY CHECK or COUNTY CREDIT CARD that were NOT advanced to employee. (I.e. Airfare, Hotel accommodations, Car Rentals, Registration)

Payee Name	Expense Type	Check No./ PO. No.	Amount
Citibank	Hotel	715574	$ -
Enterprise	Rental	715584	$ 156.00
		0	
Total			$ 156.00

TOTAL FROM T-4 CONTINUATION FORM	-
TOTAL ALLOWABLE EXPENDITURES	$ 314.00
AMOUNTS ADVANCED TO EMPLOYEE ON: No advance	$ -
TRAVEL EXPENDITURES PAID BY COUNTY CK OR COUNTY CREDIT CARD NOT ADVANCED TO EMPLOYEE	156.00
REMIT TO ME	$ 158.00
REMITTED TO COUNTY TREASURER ON	
TREASURER RECEIPT NO.	$ 0.00

I hereby certify that the above information is true and correct to the best of my knowledge. The above funds were used solely for official County business. I have not and do not anticipate to receive reimbursement for the above listed travel expenditures from another source.

EMPLOYEE SIGNATURE — DATE 10/8/14

APPROVED BY: Norma L Longoria MD — DIVISION DIRECTOR/SUPERVISOR — DATE 10/8/14

APPROVED FOR PAYMENT BY: Norma L Longoria MD — DEPARTMENT HEAD

4.1292.441.00.350.017.5.583 — GENERAL LEDGER ACCOUNT NUMBER

COUNTY AUDITOR'S FORM: T.1.4 (01/14)

Note: This report is due no later than 20 calendar days of return from travel.

ɔra

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

invitation to next meeting of the Lactation Support Centers

Thu, Aug 07, 2014 08:28 AM

From : Linda Zeccola (DSHS) <Linda.Zeccola@dshs.state.tx.us>

Subject : invitation to next meeting of the Lactation Support Centers

To : esther carrizales <esther.carrizales@wic.co.hidalgo.tx.us>, norma longoria <norma.longoria@wic.co.hidalgo.tx.us>

We are holding a meeting in October. We try to have meetings quarterly but it often works out to be a slightly longer interval than that. We meet in Austin at our Howard Lane building. During the meeting we discuss issues, concerns, questions related to the Lactation Support Centers. The next one is October 6, 12 pm to 5 pm and then the next morning Oct 7; 9 am to 12 pm. The meeting is at 4616 West Howard Lane, Building 8, suite 840 in the Lonestar Room. I hope things are going well with opening the new center. We look forward to meeting you and hearing about your center. I will be sending out an agenda.

Linda Zeccola, BSN RN IBCLC
Training Specialist V
Texas Dept of State Health Services
Nutrition Education/Clinic Services
Phone: 512 341-4591

CORNER STORE
CornerStore4U.com

DELIGHT MORE
CUSTOMERS EVERY DAY

TP48641765-001
CORNER STORE 0425
301 HARBOTH AVE
THREE RIVERS TX 7807

DATE 10/06/14
TIME 8:34 AM
AUTH# 483733

VISA
CARDONA/ DIANA

PUMP	PRODUCT	PPG
01	UNLD	$3.099

GALLONS	FUEL TOTAL
9.681	$30.00

Corner Store 0425
301 Harboth Avenue
Three Rivers TX

EXXON EXPRESS PAY

TEX BEST TRAVEL CENT
FG48114775001
115 S HWY 281 BYPASS
ALICE TX
78332
10/07/2014 312696614
05:53:25 PM

XXXXXXXXXXXX3026
Visa
CARDONA/ DIANA
INVOICE 078141
AUTH 338524

PUMP# 9
Regular 3.195G
PRICE/GAL $3.129
FUEL TOTAL $ 10.00
CREDIT $ 10.00

Murphy USA 7211
9300 South IH 35 Service Rd., Bldg. J
Austin, TX 78748
10/07/2014 13:22:49 Store#7211

Comments or Concerns, Contact Us:
Customer Service # 800 843-4298
Email: CustomerCare@MurphyUSA.com

Your Cashier: Jordan

* This is a PREPAY receipt. Your debit *
* card will be charged the actual amount *
* of purchase. You can choose to print a *
* sale receipt after fueling is complete.*

Pump #13 has been authorized up to $20.00

1 FUEL PREPAY #13	$20.00
TOTAL	$20.00
DEBIT CARDS	$20.00

Merch.ID: MU48927418001
Trans. Type: AUTH-ONLY
Card Type: Visa Debit
Acct#: **********3026
Entry Method: S
Invoice#: 060928 Auth.#: 908912
Auth. Amount: $ 20.00

* This is a Preauthorization Receipt.*
* The Sale receipt will print at the *
* pump after fueling is complete. *

APPROVED 908912
ASI Trace# 9928

CUSTOMER COPY

Murphy USA 5727
1720 W. University D
Edinburg, TX 78539

10-08-14 09:25

SITE: 5727
TRACE: 2105
MerchMU48926770001
SALE
Visa
**********3026
Entry Method: S
Auth. #: 916453
CARD AUTH $10.10
APPROVED 916453

PUMP 9
PROD UNLEAD
PRICE/GAL $3.119
NET/GAL $3.119
QTY(GAL): 3.239
FUEL TOTAL: $10.10
NET TOTAL: $10.10

SAVE 10 cents
Per Gallon when
You buy 3 Pepsi
Or Frito Products!!!

Murphy USA 5727
1720 W. University D
Edinburg, TX 78539

10-08-14 09:29

SITE: 5727
TRACE: 2114
MerchMU48926770001
SALE
Visa
**********3026
Entry Method: S
Invoice#: 060928
CARD AUTH $20.00
APPROVED 908912

PUMP 9
PROD UNLEAD
PRICE/GAL $3.119
NET/GAL $3.119
QTY(GAL): 3.205
FUEL TOTAL: $10.00
NET TOTAL: $10.00

SAVE 10 cents
Per Gallon when
You buy 3 Pepsi
Or Frito Products!!!

20.00

ora

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

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Linda Zeccola, BSN RN IBCLC
Training Specialist V
Texas Dept of State Health Services
Nutrition Education/Clinic Services
Phone: 512 341-4591

Travel Advisors

Invoice

Invoice 4184
7/11/2014

TRAVEL ADVISORS
1800 S MAIN ST STE 490
MCALLEN, TX 78503
(956)668-8888
Fax 956-668-8889
jasmin@viamcallen.com

To

HIDALGO COUNTY WIC
PROGRAM
3105 W EDINBURG, TX 78539
956-381-4646
MS MARGARITA GONZALEZ

Name	Description	Unit Price	Line Total
LONGORIA NORMA CARDONA DIANA SUAREZ CASSANDRA REQUENES GRACIELA CARRIZALES ESTHER	ROUND TRIP AIR RESERVATIONS SEPTEMBER 07-10, 2014 MCALLEN, TX TO ATLANTA, GA	$358.00	$1,790.00
		Total	$1,790.00

V 214272

FOOD/SERVICES RECEIVED BY:

INVOICE RECEIVED BY: Margarita gonzalez

INVOICE NO. 4184 ACCT NO. WIC

P.O. NO.

ACCT. NO. 1292-441.00.350.001-4-583 - $1432.00

AMOUNT DUE: 4.1292.441.00.350.017.-4.583 - 358.00

total 1790.00

APPROVED BY: Norma L Gonzalez MW

THANK YOU FOR YOUR BUSINESS!

Sofie Zamarripa

Travel
Representative

Sofie Zamarripa
Travel Advisors
1800 S. Main St. Ste. 490
McAllen, TX 78503
T (956) 688.8888 F (956) 668.8889
sofie@viamcallen.com



image001.jpg
9 KB

LONGORIA/NORMA SEAT-24B
CARDONA/DIANA M SEAT-24D
SUAREZ/CASSANDR SEAT-24E
REQUENES/GRACIE SEAT-25B
CARRIZALEZ/ESTH SEAT-23D

AIR AMERICAN AIRLINES FLT:194 ECONOMY FOOD FOR PURCHASE
LV DALLAS FT WORTH 1115A EQP: MD-80
02HR 05MIN
AR ATLANTA 220P NON-STOP
ARRIVE: NORTH TERMINAL REF: MJMXNN

10 SEP 14 - WEDNESDAY

AIR AMERICAN AIRLINES FLT:1473 ECONOMY FOOD FOR PURCHASE
LV ATLANTA 145P EQP: MD-80
DEPART: NORTH TERMINAL 02HR 20MIN
AR DALLAS FT WORTH 305P NON-STOP
REF: MJMXNN

AIR AMERICAN AIRLINES FLT:1115 ECONOMY
LV DALLAS FT WORTH 445P EQP: MD-80
01HR 25MIN
AR MCALLEN 610P NON-STOP
REF: MJMXNN

LONGORIA/NORMA SEAT-24B
CARDONA/DIANA M SEAT-24A
SUAREZ/CASSANDR SEAT-25A
REQUENES/GRACIE SEAT-25B
CARRIZALEZ/ESTH SEAT-24D

THANK YOU FOR CHOOSING TRAVEL ADVISORS INTL.
IF YOU HAVE ANY QUESTIONS PLEASE CALL US AT 956-668-8888
HAVE A SAFE AND ENJOYABLE TRIP
WE HOPE TO BE OF SERVICE TO YOU ON FUTURE VACATIONS

Let me know at your convenience, If you have any questions

please call me or email me.

Thank you,

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DEPARTMENT NAME: WIC
DATE OF REQUEST: 07/23/14
TOTAL NUMBER OF EMPLOYEES TRAVELING: 5
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Norma Longoria, Diana Cardona, Kassandra Suarez, Graciela Requenez,Ester Carrizalez

EVENT INFORMATION

TITLE OF EVENT: 2014 NUTRITION EDUCATION & BREASTFEEDING CONFERENCE
EVENT DATE(S) FROM: 09/07/14 TO: 09/10/14
DEPARTURE DATE: 09/08/14 RETURN DATE: 09/10/14
LOCATION OF EVENT: CITY: Atlanta STATE: GA

PURPOSE OF TRAVEL

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

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

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

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

WIC Funds will be used to pay for the WIC Staff & Lactation Grant for Esther Carrizalez. They will be able to learn about the new updates for the Nutrition Education & Breastfeeding. * Previously 6/18/14 had submitted a request for registration for 3 members only but I an including 2 more members.

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$ 1,625.00	
Subtotal for Object Code 584	$ 1,625.00	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ 1,790.00	
3. TAXI FARE	$ 165.00	
4. BUS FARE		
5. RENTAL CAR	$ -	
6. GASOLINE/DIESEL/FUEL	$ -	
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$ 1,308.52	
11. MEALS	$ 735.00	
12. OTHER EXPENSES	$ 250.00	
Subtotal for Object Code 583	$ 4,248.52	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 5,873.52	$

MODE OF TRAVEL (Place an "X" by applicable mode of travel)

AIRFARE*	x
BUS**	$ -
Rental Car**	$ -
County Vehicle**	$ -
Private Vehicle**	$ -
OTHER** (Specify)	$ -

* If traveling by airplane, the traveler should consider purchasing a refundable fare if possibility of a cancellation exists.

** If mode of travel includes bus, rental car, county vehicle, private vehicle, or other form of transportation, a comparision of the savings that will be achieved by not choosing to travel by airplane must be provided with supporting documentation.

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

WIC Funds

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

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

I certify that:

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

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
[signature]	7/23/14	Margarita Gonzalez	381-4646

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

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

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

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:

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

COUNTY AUDITOR'S FORM T.1.1 (01/10)



Nutrition Education and Breastfeeding Conference & Exhibits

September 08-10, 2014

Important Dates & Notices
view more

Register before August 8, 2014 to get the discounted rate!

Register Now

- About the Conference
- Fees and Registrations
- Hotel and Transportation

About the Conference

The NWA Biennial Nutrition Education and Breastfeeding Conference is the most popular gathering of the WIC nutrition and breastfeeding professionals in the US, attracting more than 1,200 staff from federal, state and local WIC agencies. Education sessions will cover current and emerging nutrition and breastfeeding science, research, policy and best practices. Poster Sessions and special forums will offer additional learning and networking opportunities.

More than 40 exhibitors will be on hand to provide the latest on WIC-related products, technology and services.

So, mark your calendar for this popular conference and register early to avoid being placed on a waiting list or be left out. Total attendance capacity for this conference is 1,400. Please note that once this number is reached,we shall have to close registration to this conference.

A downloadable version of the conference Program-At-A-Glance will be posted to this site when available.

For questions about the conference, please contact NWA National Office at 202-232-5492.

Fees and Registrations

Click to download the Conference Registration Form.

REGULAR REGISTRATION FEES
Fees between now and August 8, 2014
Regular Member Rate: $325

Regular Non-member Rate: $375

LATE REGISTRATION FEES
Fees after August 8, 2014
Late Member Rate: $365
Late Non-member Rate: $400

NOTE: On-site registration = Late Rate + a $75 Processing Fee

All payments are due before or on the first day of the Conference. Payments must be received to gain access to and participate in Conference activities and sessions. No PO will be accepted on-site.

CANCELLATION & REFUND POLICY
It is NWA's policy to access a processing fee for all cancelled registrations. To cancel your registration, a written request MUST be received by NWA via e-mail to **Dfrancois@nwica.org** or fax to 1-202-387-5281 no later than close of business on August 8, 2014.

Cancellations received before or on August 8, 2014 will be refunded, less a $75 processng fee. No refund will be granted for cancellations received after August 8, 2014. NWA regrets that refunds will not be granted for "No-shows."

ONLINE REGISTRATION
Online registrations are processed via our Membership and Events Web-based system. Each registrants must have or create a profile (account) in order to register online.

Registrants using a Purchase Order (PO) or check, must select the "Bill Me" option from the online registration system when registering. Credit card paments will be processed via our secured Stripe site. The system will automatically e-mail a registration confirmation to the e-mail provided. If you do not received a confirmation, please call our office.

REGISTRATION VIA MAIL, FAX or EMAIL
To register by mail, fax or e-mail, **download the Conference Registration form**, complete, and submit it via e-mail to **Nlucero@nwica.org** or fax it to 202-387-5281. Registration forms may also be mailed to:

National WIC Association
2001 S Street, NW Ste. 580
Washington, DC 20009

To obtain our Federal Identification Number, please call our office at 202-232-5492.

Hotel and Transportation

HOSTING HOTEL
The Westin Peachtree Plaza Hotel
210 Peachtree Street, NW
Atlanta, GA 30303
Tel: 1-800-937-8461

THE NEGOTIATED ROOM RATE

NWA has negotiated the Federal Per Diem room rate currently set at $133 per night, single/double plus a nightly room tax currently set at 16%. Please note that tax rate is subject to change without notice. NWA encourages you to make your room reservations early to ensure that you will be in the hosting hotel at the guarenteed rate. Upon checking in, each guest will be asked to provide a valid government issued ID along with proof to which the room reservation was made.

METHOD OF ROOM GUARANTEE

The hotel will require a major credit card to guarantee your roon reservations. The hotel also requires one night's deposit (including tax) payable at the time of making your reservations. Reservation cancellation must be received by the hotel three (3) business days prior to your arrival date to be eligible for a refund. Any reservation canceled within the three business days prior to your arrival date will not be refunded.

Room reservations can be made by calling the hotel's reservation desk at 1-877-999-3223 or the hotel's direct line at 412-391-4600. **You can also make your room reservations online.**

Reservations must be made by the cut-off date of Thursday, August 18, 2014. Reservations made after the cut-off date are not guaranteed at the conference rate and are subject to the Hotel's prevailing rates. Room type and needed appliances MUST be discussed with the hotel. NWA does not have control over the type of room needed by an individual.

HOTEL CHECK IN/OUT POLICY

The hotel check-in time is 3:00 PM and the check-out time is 12:00 Noon. Guests arriving before 3:00 PM will be accommodated as rooms become available. The hotel's Bell Hop desk can arrange to have your luggage checked and stored depending on space availability. Also, should you require a late check-out, please make such arrangements with the hotel's front desk upon arrival. These arrangements may be governed by the hotel's standard policy.

AIRPORT/TRANSPORTATION

Hartfield-Jackson Atlanta International Airport (ATL) is located approximately 8 miles from the Westin Peachtree Plaza Hotel and is serviced by several major airlines within the US. Shuttle and taxi services are available from the airport and can be obtained by following the signs leading to the Ground Transportation Center.

Learn more about the ATL International Airport.

HOTEL PARKING

Parking is available at the hotel for registered guests. Guests parking rates are as follows:
Self Parking = $23 overnight
Valet parking = $32 overnight

Please note that these rates may change without notification.

For parking questions, please call the hotel at (404) 659-1400.

2001 S Street, NW Suite 580
Washington, DC 20009
Voice: 202–232–5492
Fax: 202–387–5281

2014 Nutrition Education and Breastfeeding Conference

TENTATIVE AGENDA

Pre-Conference – Sunday, September 7th	
7:00 am – 5:30 pm	Georgia State WIC Conference ***(GA State WIC Employees only)***
4:00 pm – 7:00 pm	Registration Desk Opens –

Day 1 – Monday, September 8th				
6:30 am – 7:00 am	Wellness Activity **Roswell Room 8th FL.**			
7:00 am – 5:30 pm	Registration Desk Opens **Conference Center - Mezzanine Level Foyer**			
7:00 am – 5:00 pm	Lactation Suite **International A, 6th FL.**			
7:00 am – 5:00 pm	Speaker/Media Ready Room **International G, 6th FL.**			
7:00 am – 7:00 pm	Poster Session & Exhibit Hall **Conference Center - Mezzanine Level**			
7:00 am – 8:00 am	Continental Breakfast **Carnegie Ballroom – Conference Center Mezzanine Level**			
8:00 am – 8:30 am	Welcome and Opening Remarks Debra Keyes, Conference Chair Dr. Brenda Fitzgerald, Commissioner and State Health Officer, GA Dept. of Public Health Cecilia Richardson, NWA, Staff Director/Nutrition Program Director Theresa Landau, Board Chair, NWA Debbie Whitford – USDA National WIC Director **Peachtree Ballroom 8th FL.**			
8:30am – 10:00am	Opening Plenary Dr. Eric Walsh, Pasadena Health Department *(Invited)* **Peachtree Ballroom 8th FL.**			
10:00am – 11:00am	Break – View Exhibits and Poster Sessions with Authors for Q&A **Conference Center - Mezzanine Level**			
	Nutrition Tracks		Breastfeeding Tracks	
11:00am - 12:00pm	*Celebrating WIC's Food Package and Breastfeeding Promotion and Support* *USDA* (Repeat Wed. 8:30 – 9:30am) **Peachtree Ballroom**	*Food Allergy* *Sherry Collins, MS, RD, LD* **Vinings Room**	Breastfeeding Texting program Meg Beard **International B & C**	Affordable Care Act Karen Farley (Repeat Mon. 11:00am – 12:00 Noon) **International D & E**

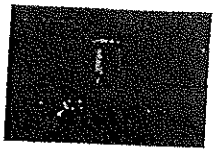
12:00pm – 1:30pm	*Lunch on Your Own*			
1:30pm – 2:30pm	Tapping into the Power of Influence Pam McCarthy **Peachtree Ballroom**	GA Formula Algorithm Dr. Cohen **Vinings Room**	Gen Y friendly prenatal BF class Meg Beard **International B & C**	Affordable Care Act Karen Farley **International D & E**
2:30pm – 3:30pm	*Break – View Exhibits and Poster Sessions with Authors for Q&A* **Conference Center - Mezzanine Level**			
3:30pm- 5:00pm	General Session WIC's Legacy Stefan Harvey **Peachtree Ballroom 8th FL.**			
5:00pm - 7:00pm	*Opening Reception - Networking, View Exhibits & Poster Sessions with Authors for Q&A* **Carnegie Ballroom – Conference Center Mezzanine Level**			
7:00pm - Until	*Dinner on Your Own*			

Day 2 – Tuesday, September 9th				
6:30am – 7:00am	Wellness Activity **Roswell Room 8th FL.**			
7:00am – 5:30pm	Registration Desk Opens **Conference Center - Mezzanine Level Foyer**			
7:00am – 5:00pm	Lactation Suite **International A, 6th FL**			
7:00am – 5:00pm	Speaker/Media Ready Room International G, 6th FL.			
7:00am – 3:30pm	Poster Session & Exhibit Hall **Carnegie Ballroom – Conference Center, Mezzanine Level**			
7:00am – 8:00 am	Continental Breakfast **Carnegie Ballroom – Conference Center, Mezzanine Level**			
8:00am – 9:15am	Plenary Session *The Feeding and Eating Experts: Putting Joy into Eating and Feeding* *Ellyn Satter Institute (ESI)* Ellyn Satter **Peachtree Ballroom 8th FL.**			
9:15am – 10:15am	*Break – View Exhibits and Poster Sessions with Authors for Q&A* **Carnegie Ballroom – Conference Center, Mezzanine Level**			
	Nutrition Tracks		Breastfeeding Tracks	
10:15am - 11:15pm	Solving childhood feeding problems ESI Pam Estes, MS,RD, LD	Neonatal Abstinence Syndrome Lori Shook, MD	Why we need for IBCLC's in WIC program—Clinic Models:how to make it happen	Breastfeeding and postpartum depression Kathy Kendall Tackett

	Peachtree Ballroom	(Repeat, Tue. 12:45 – 1:45pm) **Vinings Room**	Carole Peterson Laurie Haessley **International B & C**	**International D & E**
11:15pm – 12:45pm	*Lunch on Your Own*			
12:45pm – 1:45pm	Speaking with One Voice ESI Carol Danuaher **Peachtree Ballroom**	Neonatal Abstinence Syndrome Lori Shook, MD **Vinings Room**	Racial disparity in Breastfeeding and sleep practices Kathy Kendall Tackett **International B & C**	WIC and Milk Banks working together to support breastfeeding mothers Janice ORourke **International D & E**
1:45pm - 2:45pm	*Break – View Exhibits and Poster Sessions with Authors for Q&A* Carnegie Ballroom – Conference Center, Mezzanine Level			
2:45pm - 3:45pm	The Language of Change: Working with a Client's own words to support Change Molly Kellog **Peachtree Ballroom**	Go-To-WIC Douglas Greenaway and Martelle Esposito **Vinings Room**	Coeffective Breastfeeding Project Ryan Comfort **International B & C**	Ursuline Singleton New national tools to support breastfeeding in the workplace Cathy Carothers **International D & E**
3:45pm – 4:45pm	*General Session* *Hemoglobin Panel* *Coordinated by Robert Lee* **Peachtree Ballroom 8th FL.**			
5:00pm – Until	*Evening Activity on Your Own or Scheduled*			
5:00pm - Until	*Dinner on Your Own*			

Day 3 – Wednesday, September 10th				
6:30am – 7:30am	WIC Wellness Activity **Roswell Room 8th FL.**			
7:00am – 12:00pm	Registration Desk Opens **Conference Center - Mezzanine Level Foyer**			
7:00am – 11:00am	Lactation Suite **International A, 6th FL**			
7:00am – 11:00am	Speaker/Media Ready Room **International G, 6th FL.**			
7:30am - 8:30am	Breakfast **Conference Center - Mezzanine Level**			
	Nutrition Tracks		**Breastfeeding Tracks**	
8:30am - 9:30am	Building a Plan to Advance your Counseling	*Celebrating WIC's Food Package and Breastfeeding*	How to provide workplace support for WIC moms	Empowering African American Families to Breastfeed, While

	Molly Kellog **Peachtree Ballroom**	*Promotion and Support* *USDA* **Vinings Room**	Cathy Carothers **International B & C**	Identifying Local Community Partners **International D & E**
9:30am – 10:00am	Break **Conference Center - Mezzanine Level**			
10:00am - 11:30am	Closing Plenary *Recommend that WIC Future Be discussed* Dr. Larry Grummer-Strawn **Peachtree Ballroom 8th FL.**			
11:30am	Closing Remarks Debra Keyes, Conference Chair **Peachtree Ballroom 8th FL.**			



Nutrition Education and Breastfeeding Conference & Exhibits

September 08-10, 2014

Important Dates & Notices
view more

Register before August 8, 2014 to get the discounted rate!

Register Now

- About the Conference
- Fees and Registrations
- Hotel and Transportation

About the Conference

The NWA Biennial Nutrition Education and Breastfeeding Conference is the most popular gathering of the WIC nutrition and breastfeeding professionals in the US, attracting more than 1,200 staff from federal, state and local WIC agencies. Education sessions will cover current and emerging nutrition and breastfeeding science, research, policy and best practices. Poster Sessions and special forums will offer additional learning and networking opportunities.

More than 40 exhibitors will be on hand to provide the latest on WIC-related products, technology and services.

So, mark your calendar for this popular conference and register early to avoid being placed on a waiting list or be left out. Total attendance capacity for this conference is 1,400. Please note that once this number is reached,we shall have to close registration to this conference.

A downloadable version of the conference Program-At-A-Glance will be posted to this site when available.

For questions about the conference, please contact NWA National Office at 202-232-5492.

Fees and Registrations

Click to download the Conference Registration Form.

REGULAR REGISTRATION FEES
Fees between now and August 8, 2014
Regular Member Rate: $325

AI-46750 **Purchasing Department** **26. G. 1.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: Hon. J. E. Guerra, HC-Sheriff **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to execute the final form of a Professional Construction Management Agreement with Prodigy Construction Management LLC, for: "The Roof/AC Unit(s) Repairs and/or Replacement of Hidalgo County's Adult Detention Facility and Law Enforcement Center (as approved for negotiations on CC 9/9/14).

BACKGROUND

Pending final legal review.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-423-21-280-087-0-339

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

BUDGETARY IMPACT:

Attachments

backup

backup

ins

w/c ins

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/10/2014 05:01 PM
Auditor's Office	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Rocio Villarreal Started On: 09/26/2014 04:49 PM

Final Approval Date: 10/10/2014

AGREEMENT

FOR

CONSTRUCTION MANAGEMENT SERVICES
Law Enforcement/Adult Detention Facilities Repair

BETWEEN

PRODIGY CONSTRUCTION MANAGEMENT L.L.C

&

THE COUNTY of HIDALGO, TEXAS

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TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS.....3

ARTICLE 2 RELATIONSHIP OF THE PARTIES.....5

ARTICLE 3 BASIC SERVICES.....6

ARTICLE 4 COMPENSATION.....6

ARTICLE 5 DURATION OF BASIC SERVICES.....8

ARTICLE 6 OWNERS RESPONSIBILITIES.....9

ARTICLE 7 CHANGES IN SERVICES AND "PROJECT SCOPE".....11

ARTICLE 8 NOTICES.....12

ARTICLE 9 INSURANCE.....12

ARTICLE 10 INDEMNIFICATION.....13

ARTICLE 11 TERMINATION AND SUSPENSION.....14

ARTICLE 12 SUCCESSORS/ASSIGNMENT/THIRD PARTIES.....16

ARTICLE 13 CERTIFICATES FOR PAYMENT TO THE CONTRACTOR.....16

ARTICLE 14 ADDITIONAL PROVISIONS.....17

ATTACHMENT A SCOPE OF SERVICES.....21

ATTACHMENT B SCHEDULE OF DIRECT EXPENSES 29

ATTACHMENT C PAYMENT SCHEDULE 30

ATTACHMENT D OWNER WORK AUTHORIZATION.....31

LINE 32 NOT USED SEE ABOVE

Agreement for Construction Management Services Between
Prodigy Construction Management L.L.C and
The County Of Hidalgo, Texas
C-14-000-00-00

This AGREEMENT(the "Agreement") made this 30th day of September, 2014 between The County of Hidalgo, Texas (the "Owner") and Prodigy Construction Management LLC (hereinafter "Construction Manager or PM") for Services in connection with the project known asLaw Enforcement/Adult Detention Facilities Repair (the "Project"). Whereas the plans and specifications have been previously completed by OWNER hired structure engineer - Chanin Engineering of McAllen, Tx. The Owner and the PM agree as set forth below:

ARTICLE 1
DEFINITIONS

The following words and phrases appearing in initial capitalization shall for the purposes of this Agreement have the following meanings:

1.1 ADDITIONAL SERVICES. "Additional Services" means services not included in Basic Services which will require to be specifically approved in writing prior to the performance by the Construction Manager of such Service or Services.

1.2 ADDITIONAL SERVICES AGREEMENTS. "Additional Services Agreements" means any written agreement signed by Owner and PM for the provision of Additional Services by PM for which PM will be paid Additional Services Compensation.

1.3 ADDITIONAL SERVICES COMPENSATION. "Additional Services Compensation" means the fees determined in accordance with Additional Service Agreements to be paid by the Owner to the Construction Manager in connection with the performance of Additional Services or on account of the occurrence of an event specified in Excusable Delays.

1.4 AGREEMENT. "Agreement" has the meaning set forth in the introductory paragraph.

1.5 AIA Contract. "AIA Contract" means any agreement as authored by the American Institute of Architects.

1.6 BASIC SERVICES. “Basic Services" means (a) the services set forth in Attachment A and (b) each other service performed by or on behalf of the Construction Manager, even though such service is not included on Attachment A.

1.7 BASIC SERVICES COMPENSATION. “Basic Services Compensation” means the fee designated in Article 4 to be paid by the Owner to the Construction Manager for Basic Services set forth in Attachment A by the Construction Manager.

1.8 CONSTRUCTION CONTRACT DOCUMENTS. “Construction Contract Documents” means the plans and specifications prepared by the Design Consultant, and any addenda and change orders thereto, and the Owner-Contractor agreement, all of which shall be compatible with this Agreement.

1.9 CONSTRUCTION MANAGER. “Construction Manager” has the meaning set forth in the introductory paragraph.

1.10 CONTRACTOR. “Contractor” means any person or entity that enters into an agreement with the Owner to perform all or part of the construction on the Project, including, without limitation, the providing of labor, materials, and equipment incorporated or to be incorporated into the Project. The term "Contractor" includes the authorized representative or a Contractor, but excludes the Construction Manager and the Design Consultant.

1.11 DESIGN CONSULTANT. “Design Consultant” means the contracted registered architect or licensed engineer(s), selected by the Owner.

1.12 INDEMNITEES. “Indemnities” has the meaning set forth in Section 10.1.

1.13 INDEMNITORS. “Indemnitors” has the meaning set forth in Section 10.1.

1.14 LIABILITIES. “Liabilities” has the meaning set forth in Section 10.1.

1.15 OWNER. “Owner” has the meaning set forth in the introductory paragraph.

1.16 OWNER-CONTRACTOR AGREEMENT. “Owner-Contractor Agreement” means an agreement related to the Project between the Owner and a Contractor.

1.17 OWNER’S DESIGNEE. “Owner’s Designee” means the Hidalgo County‘s Commissioner’s Court.

1.18 PM. “PM” has the meaning set forth in the introductory paragraph.

1.19 PROJECT. “Project has the meaning set forth in the introductory paragraph.

1.20 PROJECT SCOPE. The "Project Scope" is the provision of construction management services for the Project.

1.21 REIMBURSABLE EXPENSES. "Reimbursable Expenses" has the meaning set forth in Section 7.4.

1.22 SERVICES. "Services" means the Basic Services and Additional Services performed by the Construction Manager's services consist of those services performed by the Construction Manager, Construction Manager's Employees and/or Construction Manager's Consultants.

1.23 WORK. The "Work" means the work to be performed by the PM hereunder, consisting of the Basic Services and the Additional Services and the work performed by the Design Consultant and the Contract.

ARTICLE 2
RELATIONSHIP OF THE PARTIES

2.1 REPRESENTATIVE OF OWNER. The Construction Manager shall act as the "Designated Representative" of the Owner under this agreement and in consultation with the Hidalgo County Commissioner's Court. Notwithstanding anything to the contrary contained herein, PM acknowledges and agrees that it does not have the authority to bind the Owner, including with respect to the AIA Contract or Owner-Contractor Agreements and that decisions affecting the cost, quality or design of the Project cannot be made by the PM without the prior written agreement from the Commissioner's Court. All matters requiring decision will be submitted by the Construction Manager to the Commissioner's Court for their decision.

2.2 STANDARD OF CARE. The Construction Manager will represent the best interest of the Owner and perform services in utmost good faith, honesty and fairness. The Construction Manager covenants with the Owner to furnish its professional skill and judgment with the highest care in accordance with the generally accepted standards of construction management practice in the same or similar locality and in accordance with the federal, state and local laws, regulations and Owner's policies which are applicable to the performance of the Services and which are in effect on the date of this Agreement or as may be amended during the term thereof. The Construction Manager shall not be regarded as a guarantor with respect to any work product provided hereunder. Construction Manager's effective duration for its Services begins on the date of this executed Agreement signed by all parties and will end at the conclusion of the acceptance by the Owner of the Work.
In the event there is a defect in the Construction of the Project, such defect is reported by Owner, in writing, to Construction Manager within the above warranty period,

Construction Manager shall promptly take appropriate action to consult with the Design Professional and Construction Contractor to remedy the defect. Warranty period Services shall be at no cost to the Owner.

2.3 In providing Services, the Construction Manager shall maintain a working relationship with the Contractor and Design Consultant on behalf of the Owner. However, nothing in this Agreement shall be construed to mean that the Construction Manager supplants or assumes any of the Contractor's or the Design Consultant's contractual or customarily assumed responsibilities unless expressly provided herein or in an Additional Services Agreement. The Construction Manager will use its best efforts to monitor the Work in accordance with the Scope of Services set forth in Attachment A and provide written reports to Owner of any inadequacies observed. Subject to this requirement, the Construction Manager shall not be responsible for construction means, methods, sequences or procedures utilized by the Contractor or the Contractor's breach of contract; or Contractor's failure to carry out safety or security in connection with the Project (unless otherwise specified as a Basic Service); acts or omissions of the Design Consultant; or adequacy or accuracy of any part or all of the Project design.

2.4 Both parties to this Agreement recognize that performance under the agreement(s) between the Owner and the Contractor, the Owner and the Design Consultant, or Owner and any third party is solely the responsibility of the individual Contractor, Design Consultant, or third party; consequently, nothing in this Agreement shall be construed to mean that said performance or lack thereof by Owner, Contractor , and/or Design Consultant, or any third party, is in any way to be considered the responsibility of the Construction Manager. The Construction Manager shall, however, promptly notify the Owner of any issues with such parties performance of which the Construction Manager becomes aware.

2.5 SUBSTITUTION OF PERSONNEL. The Construction Manager and the Owner shall each respectively reserve the right to substitute duly qualified personnel for the purpose of carrying out their respective responsibilities under this Agreement; provided, however, that in the event of any such substation by the Construction Manager, the Owner shall have the right to approve any such substitute.

ARTICLE 3
BASIC SERVICES

3.1 The Construction Manager shall perform all of the Basic Services set forth in Attachment A. The Basic Services shall be performed under and in accordance with this Agreement and the Construction Contract Documents.

ARTICLE 4
COMPENSATION

4.1 BASIC SERVICES COMPENSATION. The Owner shall pay the Construction Manager Basic Services Compensation in accordance with the terms and conditions of this Agreement as follows:

4.2 (a) The Basic Services Compensation to the Construction Manager is in a lump sum fee of Ninety Thousand and no 00/100 the Dollars ($90,000.00).

(b) Payment to the Construction Manager shall be based on the Design Consultant's monthly progress reports submitted to the Owner. The Design Consultant's monthly progress report shall indicate the percent completion of the work by the Contractor under the Contractor's contract with the Owner during the previous month less the cumulative percentage of all months completion of the work prior to such previous month (the "Design Consultant Monthly Construction Percentage"). On or before noon of the first Monday of each month during the performance of construction services by the Contractor, the Design Consultant's shall submit to the Owner the Design Consultant's Monthly Construction Percentage. Monthly payment of Basic Services Compensation shall be the product of the Construction Manager Basic Services Compensation lump sum fee of Ninety Thousand and no 00/100th Dollars ($90,000.00) (as defined in Article 4.2 (a) hereof) multiplied by such month's Design Consultant's Monthly Construction Percentage (the "Monthly Construction Manager Payment"). The Owner shall review each such Design Consultant's Monthly Contractor Percentage and may make such exceptions as the Owner reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners' Court of Owner approves the Design Consultant's Monthly Construction Percentage and the Monthly Construction Manager Payment as aforesaid, the Owner shall make payment to the Construction Manager of the Monthly Construction Manager Payment.

(c) The Owner reserves the right to add other work to the Scope of Services of the Construction Manager hereunder, and adjust the fees of this Agreement by a reasonable amount, which shall be agreed to in writing by the Owner and the Construction Manager.

4.3 PAYMENTS WITHHELD. There are no monies related to retainage under this contract with the Construction Managers Services.

4.4 CONDITIONS FOR BASIC SERVICES COMPENSATION. The general Project Scope is described in this Agreement. So long as there is no deviation in the Project Scope, the Basic Service fee shall not change. If there is a deviation that results in an

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increase in the final cost of construction, the Basic Services Compensation shall increase in accordance with Section 4.2(a), subject to the prior written agreement of the Owner thereto.

4.5 EXPENSES. Items provided by Owner at no expense to the Construction Manager are referenced in Attachment “B” as provided "By Owner". The Construction Manager acknowledges and agrees that any such expenses payable by Owner must be included in the construction budget and are subject to Owner’s prior written approval before the Construction Manager incurs any such expense.

4.6 ADDITIONAL SERVICES COMPENSATION. Additional Services Compensation shall be determined and paid in accordance as follows:

	Position	Hourly Rate
1)	Consultant-Project Manager	$150
2)	Clerical	$ 60

4.7 TERMINATION OF SERVICES. In the event any undisputed invoice submitted by the Construction Manager for Services rendered is not paid within 60 days after receipt of the invoice, the Construction Manager shall have the right to terminate this Agreement.

ARTICLE 5
DURATION OF BASIC SERVICES

5.1 TOTAL DURATION OF BASIC SERVICES. The duration of Basic Services under this Agreement shall begin as of the date this Agreement is executed by all parties. It is anticipated that all of the Services will be completed per the established Project timeline of 365 calendar days as defined by the Owner. If design delays, construction delays, or other factors beyond the control of the Construction Manager cause the durations of the Project to extend beyond the anticipated durations shown in the Project timeline, CM and Owner shall negotiate the payment increases if any, to PM:

(1) There will be Additional Services Compensation granted only to the extent that the reason for the late completion of the works is not the fault of the Construction Manager, and
(2) The prior written agreement of the Owner to incur such Additional Services Compensation must be obtained by the Construction Manager.

5.2 The duration of the Basic Services set forth in this Agreement shall be extended as required in accordance with amendments to this Agreement signed by the parties hereto in the event of any suspension, delay or interruption of the Services or the Work on the Project pursuant to the Project time line.

ARTICLE 6
OWNER'S RESPONSIBILITIES

6.1 OWNER'S DECISIONS. The Owner shall examine information submitted by the Construction Manager and shall render decisions pertaining thereto promptly, in order to avoid delay in the progress of the Work and Services The Construction Manager acknowledges that the Owner is a political subdivision of the state of Texas, subject to statutory requirements concerning when and how it may meet and act.

6.2 INFORMATION, SURVEYS, REPORTS. The Owner, after notice from the Design Consultant, shall furnish or obtain site information, soil and surveyor services, and structural, mechanical, chemical, electrical, conductivity and other laboratory tests, inspections and reports as deemed necessary by the Owner. The Construction Manager shall be entitled to rely upon the accuracy and completeness of information, surveys, tests, and reports furnished by the Owner, its Design Consultant, other consultants of the Owner and the Contractor; provided, however, that the Construction Manager shall promptly notify the Owner of any inaccuracies or lack of completeness of which it becomes aware.

6.3 NOTICE OF FAULT OR DEFECT. If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Construction Contract Documents prompt written notice thereof shall be given to the Construction Manager to resolve with the responsible party. The Construction Manager will notify the Owner of any such fault or defect of which it becomes aware and shall resolve such issues with the responsible party.

6.4 OWNER INFORMATION AND APPROVALS. The Owner shall furnish required information and approvals for orderly progress of the Work. If the Construction Manager knows of a particular item on which a decision, information or approval is needed from the Owner, Construction Manager shall notify the Owner of that need in writing.

6.5 DESIGN CONSULTANT AGREEMENT. The Owner has retained and contracted separately with the Design Consultant through a general professional services contract.

6.6 BUDGET. The Project budget shall be established by the Owner and Design Consultant.

6.7 CONTRACTOR AGREEMENT. The Owner shall contract separately with Contractor(s) for the construction of the Project. The Owner shall cause all Agreements between the Owner and Contractors to be compatible and consistent with this Agreement,

and such agreements shall recognize the Construction Manager as the Owner's agent, subject to the limitations on the Construction Manager's authority as set forth herein, in providing the Services under this Agreement. In addition to other provisions which require the Contractor to complete the Project within the time and contract amount stated in such Agreements.

6.8 CONSTRUCTION CONTRACT DOCUMENTS. Sufficient copies of Construction Contract Documents shall be furnished to the Construction Manager by the Owner by the Owner's expense.

6.9 PERMITS AND LICENSES. The Construction Manager shall not be obligated to pay for any necessary permits, license, fees, approvals, easements, assessments, re-inspect, plan review and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities, or new facilities unless included in an Additional Services Agreement.

6.10 PROJECT COMMUNICATION. The Owner shall direct the Design Consultant(s) and General Contractors to deliver a copy of all Project information or communication to the Construction Manager.

6.11 The Owner's Designee shall act in the Owner's behalf with respect to the Project. The Owner shall make representatives reasonably available during regular working hours as reasonably necessary to examine information submitted by Construction Manager; it being understood that only Commissioner's Court may render decisions. Owner shall cause its representatives to furnish information in a reasonably timely manner. Construction Manager acknowledges that the Owner is a public body and decisions of the Owner can only be made by the Commissioner's Court, and agrees this provision does not require the Owner's representative to make decisions, which are reserved for the Commissioner's Court.

6.12 CONSTRUCTION MANAGER FIELD OFFICE. (not applicable).

6.13 Additional Disclosures: Owner has disclosed to PM (1) the Project budget (2) the Project timeline and (3) the Project Scope, and will keep the PM apprised of any material changes thereto.

6.14 DISPUTES. Any dispute between the Construction Manager and the Owner regarding, but not limited to project budget, project scope, project layout, or types and quality of materials, shall be submitted in writing within 21 days after occurrence of the event giving rise to the claim to be resolved by the Owner's Representative. If not resolved by the Owner's Representative within 10 days, then the Construction Manager may submit in writing the issues(s) in dispute to the Hidalgo County Commissioners Court. The determination of the County's Designee or

Commissioners Court is the final institutional decision.

ARTICLE 7
CHANGES IN SERVICE AND PROJECT

7.1 CHANGES WITHIN THE GENERAL SCOPE OF PROJECT. The Owner reserves the right to modify, by addition or reduction, the scope and duration of the Project. PM acknowledges that change orders from Construction allowances to the construction contracts, additional services under the design contracts, and changes in the general Project which do not result in a substantial deviation in the Project Scope are to be expected, and may not result in changes to the Basic Services Compensation hereunder. When there is a substantial deviation from the Project Scope from that shown on in Section 1.1, it may result in an increase or decrease in Basic Services Compensation as provided in Article 4.

7.2 EXTENSION OF DURATION OF BASIC SERVICES AND PHASES; ADDITIONAL SERVICES. Should a substantial extension of the Owner's PROJECT timeline of 320 calendar days should occur through no fault of the Construction Manager, the parties may negotiate in advance concerning whether entry into an Additional Services Agreement to provide for Additional Services Compensation for the Construction Manager for the performance by the Construction Manager of Additional Services.

7.3 ADDITIONAL SERVICES COMPENSATION. The amount of Additional Services Compensation to be paid to the Construction Manager with respect to Additional Services shall be set forth in advance as an Amendment by virtue of a Work Authorization Request (Attachment "D") as part to this Agreement executed by the Owner and the Construction Manager. In the event an Amendment to Agreement is entered into by the Owner and Construction Manager without specifying the Additional Services Compensation to be paid with respect thereto, the Additional Services Compensation shall be determined on a time-spent basis calculated by multiplying the number of hours spent on performing the Additional services times the applicable Hourly Billing Rate for the personnel set forth in Article 4.6 ADDITIONAL SERVICES COMPENSATION plus Reimbursable Expenses pursuant to Attachment "B".

7.4 REIMBURSABLE EXPENSES. In connection with Additional Services, "Reimbursable Expenses' are those actual expenditures made by the Project Management, its employees, or its professional consultants, directly as a result of performance of Additional Services and which are expressly set forth as Reimbursable Expenses on the related Amendment to Agreement. No reimbursable expenses shall be

chargeable to the Owner unless such costs are specifically agreed in writing between Owner and the Construction Manager prior to performance of Additional Services.

7.5 PROFESSIONAL CONSULTANTS. Cost of professional consultants retained by the Construction Manager with regard to such Additional Services shall be invoiced to the Owner at a multiplier of 1.1. No professional consultant charges are chargeable unless specifically agreed to in writing in the related Amendment to Agreement by Owner prior to performance of any Additional Services.

7.6 PAYMENT FOR SERVICES UNDER THIS ARTICLE. The Construction Manager shall submit invoices for the Additional Services Compensation, reimbursable Expenses, and professional consultant's costs to the extent each is allowed in accordance with the terms of this Agreement, which shall be paid pursuant to the provisions of Article 4.8 of this Agreement.

ARTICLE 8
NOTICES

8.1 NOTICES. Any notice required by this Agreement to either party by the other shall be in writing and deemed given when delivered personally or five days after deposit in the United States Post Office, as postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as shall be duly given by notice meeting the requirement of this Article.

Owner :	County of Hidalgo
	Attention: Hidalgo County Judge
Address:	302 W. University Drive
City State Zip:	Edinburg, Texas 78539-3523
Construction Manager:	S. Alex Palacios, Owner/Principal
Company:	PRODIGY CONSTRUCTION MANAGEMENT L.L.C.
Address:	1335 E. Jasmine Ave.
City State Zip:	McAllen, Texas 78501
Telephone:	(956) 800-1122 office
	(956) 800-4618 fax

ARTICLE 9
INSURANCE

9.1 CONSTRUCTION MANAGER INSURANCE. The Construction Manager shall purchase and maintain for the duration of this Agreement insurance for protection from (a) claims under worker's compensation acts in at least the minimum statutory amounts as listed below and (b) claims resulting from negligent acts for which the Construction

Manager is legally liable arising from (i) claims for damages because of bodily injury, including personal injury, sickness, disease or death of any of the Construction Manager's employees or any other person and (ii) claims for damages because of injury to or destruction of tangible personal property equivalent protection acceptable to Owner.

1. Worker's Compensation
   1. State Statutory
   2. Employer's Liability; $100,000 Each Occurrence

2. Automobile Liability
   1.) Bodily Injury
      a. Each Person, $500,000
      b. Each Occurrence, $500,000
   2) Property Damage
      a. Each Occurrence, $300,000
      b. Each Occurrence, $300,000

3. General Liability $1,000,000 Each Occurrence

ARTICLE 10
INDEMNIFICATION

10.1 INDEMNIFICATION. To the fullest extent permitted by applicable law, the Construction Manager and its agents, partners, sub-contractors, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend, and hold harmless the Owner and the Owner's elected officials, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, cause of action, suits, judgments and expenses, including attorney fees and expenses, of any nature, kind or description (collectively "Liabilities") whatsoever arising out of, caused by or resulting from the performance of the Construction Manager's Services or through activities or any negligent act or omission of the Indemnitors or any of their agents, partners, subcontractors and/or consultants performed under this Agreement.

10.2 ACTS AND OMISSIONS. The Construction Manager shall not be responsible for any portion of the Liability proximately caused by the Owner's or an unrelated third party's acts or omissions. Nothing in this paragraph shall be constructed to excuse the Construction Manager from liability for its or the other Indemnitors own acts or omissions.

10.3 EXCUSABLE DELAY. The Construction Manager and the Owner shall not be liable to each other for any delays in the performance of their obligations and responsibilities occurring beyond their reasonable control and or without their fault or

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negligence, including but not limited to any of the following events or occurrences; fire, flood, earthquake, epidemic, hurricanes, archaeological finds, war and strikes.

10.4 SURVIVAL OF INDEMNITIES. Indemnity hereunder shall survive expiration or termination of this Agreement.

ARTICLE 11
TERMINATION AND SUSPENSION

11.1 TERMINATION. This Agreement may be terminated by Owner party without cause upon thirty (30) days written notice.

11.2 In the event of a termination under 11.1, the Construction Manager shall be paid any Basic Services Compensation, Reimbursable Expenses and Additional Services Compensation for Services performed to the date of termination.

11.3 SUSPENSION. The Owner may order the Construction Manager in writing to suspend, delay or interrupt all or any part of the Work on the Project for sixty (60) day period for the convenience of the Owner, or because of events beyond the control of the Owner or the Construction Manager.

11.4 In the event the Work on the Project is suspended, delayed or interrupted, the parties may agree in writing to Additional Services Compensation pursuant to section 7.2 above. Any time after the sixty (60) day suspension period, Construction Manager may, at its sole option elect to terminate this Agreement or remobilize on the Project and resume the Services. The Construction Manager shall restore construction site personnel and office personnel to its former size as quickly as is reasonable feasible upon its election to remobilize.

11.5 SUSPENSION OF WORK WHERE ASBESTOS OR OTHER TOXIC OR HAZARDOUS MATERIAL IS FOUND.

The Construction Manager and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at a Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

In the event the Construction Manager or any Contractor encounters on the Project site material reasonably believed to be asbestos, PCB or any toxic or material which has not been rendered harmless and which is not part of the Work to be performed by the Contractor on the Project, the Construction Manager shall immediately stop Work in the affected area and report the condition to the Owner in writing. The Work in the affected

area shall not thereafter resume except by written agreement of the Owner and the Construction Manager if in fact the material is asbestos, PCB or any toxic or hazardous material and has not been rendered harmless. The Work in the affected area shall resume in the absence of asbestos, PCB or any other toxic or hazardous material, or when it has been rendered harmless, by written agreement of the Owner and Construction Management.

The Owner shall not require the Construction Manager without its consent to perform any Services related to asbestos, PCB or any other toxic or hazardous material.

In the event of any suspension, delay or interruption of any or all the Work on the Project pursuant to this section, the time for the completion of Basic Services shall be extended by a period of time corresponding to the impact such suspension has in the completion of all the Work of the Project covered by this Agreement, and the Construction Manager may be entitled to receive Additional Services Compensation in accordance with Section 7.2.

11.6 EFFECT OF DELAY OR SUSPENSION. A suspension, delay or interruption of the Work on the Project shall not terminate nor void this Agreement.

ARTICLE 12
SUCCESSORS/ASSIGNMENT/THIRD PARTIES

12.1 SUCCESSORS. This Agreement shall inure to the benefit of and be binding on the heirs, successors, permitted assigns, trustees and personal representatives of the Owner, as well as the permitted assigns of Construction Manager.

12.2 ASSIGNMENT. Neither the Owner nor the Construction Manager shall assign, or transfer its interest in this Agreement without the prior written consent of the other, except that the Construction Manager may assign accounts receivable to a commercial bank or financial institution for securing loans, without prior approval of the Owner.

12.3 THIRD PARTIES. This Agreement is not intended to create nor shall it be construed as creating any contractual relationship or obligations between the Construction Manager and any other third party, including but not limited to the Design Consultant and the Contractor. Nothing contained in this Agreement, nor the performance of the parties hereunder, shall inure to the benefit of any third party.

ARTICLE 13
CERTIFICATES FOR PAYMENT TO THE CONTRACTOR

Based upon observations at the site and upon the Contractor's applications for payment, the Construction Manager, within 14 days of receipt of the Contractor's

application for payment (or such shorter period as reasonably required due to the requirements of the related Owner-Contractor Agreement) shall determine the amount owing to each Contractor pursuant to the terms of the respective Owner-Contractor Agreement, and shall issue certificates for payment to the Contractor in such amount. The Construction Manager shall consult with the Design Consultant in the determination of the amount due to the Contractor. The Construction Manager and the Design Consultant shall sign the certificates for payment prior to the time they are transmitted to the Owner by the Construction Manager. The signing of a certificate for payment by the Construction Manager shall constitute representation by the Construction Manager to the Owner based on the Construction Manager's observations at the site pursuant to this Agreement, the data comprising the application for payment, and information supplied by the Design Consultant, that the Work has progressed to the point indicated, and that after due inquiry to the best of the Construction Manager's knowledge, information and belief, the quality of the Work appears to be in accordance with the Construction Contract Documents (subject to an evaluation of the Work for conformance with the Construction Contract Documents upon Substantial Completion, the results of any subsequent test required or performed under the Construction Contract Documents, minor deviations from the Construction Contract Documents correctable without cost to Owner prior to completion, and any specific qualifications stated in the certificate for payment) and the respective Owner-Contractor Agreement, and that the Contractor is entitled to payment in the amount certified. However, by signing a certificate for payment, the Construction Manager shall not hereby be deemed to represent that the Construction Manager has made exhaustive or continuous on-site inspections to check the quality of the work or that Construction Manager has reviewed the construction means, methods, techniques, sequences or procedures, or that the Construction Manager has made any examination to ascertain how and for what purpose the Contractor has used the monies paid on account of the construction contract sum.

ARTICLE 14
ADDITIONAL PROVISIONS

14.1 MEDIATION. Resolution of any dispute arising under this Agreement between the Owner and Contractor may first be attempted by submitting the dispute to non-binding mediation. The dispute may be submitted to non-binding mediation upon the written demand of either party with the consent of the other party. The non-binding mediation shall be held in Hidalgo County, Texas, at a location agreed to by the parties. The mediator shall be selected by agreement within twenty (20) calendar days from the date the demand for mediation is received by the other party, and absent such agreement, mediation shall not occur. Thereafter, the mediation shall be held at the selected designation within thirty (30) calendar days. The party demanding the mediation shall be responsible for payment of the mediator’s fee and associated costs. Mediation of any dispute shall not be a condition precedent to filing a lawsuit, including seeking a mandatory or prohibitive injunction, or equitable relief from any court of competent jurisdiction to enforce or maintain the status quo pending mediation of any dispute.

14.2 ARBITRATION. [INTENTIONALLY DELETED]

14.3 CONFIDENTIALITY. In order for the Construction Manager to effectively provide the Services required under this Agreement, it may be necessary or desirable for the Owner to disclose to the Construction Manager confidential and proprietary information and trade secrets pertaining to the Owner's past, present, or future activities. The Construction Manager hereby agrees to treat information which has been designated to the Construction Manager by the Owner in writing as being confidential and proprietary information or trade secrets in confidential manner. The Construction Manager further agrees that it will not disclose any such information so designated to anyone outside of the Owner at any time. The terms of this Article shall not apply to (a) information which at the time of disclosure is in the public domain or which subsequent to disclosure enters the public domain except by breach of this Agreement by Construction Manager, (b) information which Construction Manager can show by competent proof was in its possession prior to Owner's disclosure of such information to Construction Manager, or (c) information which Construction Manager received from third parties in the absence of a confidentiality agreement thereon.

14.4 DOCUMENTS AND RECORDS. Upon termination or expiration of this Agreement, the Construction Manager shall, upon written request from the Owner, return to the Owner all documents and records provided by the Owner that are in the Construction Manager's possession or control and shall deliver all Project files maintained by the Construction Manager for the Project. However, the Construction Manager shall be allowed to make copies of all such documents, records, information and material.

14.5 GOVERNING LAW. This Agreement shall be governed by the laws of the State of Texas. Venue of any dispute shall be in Hidalgo County Texas.

14.6 ENTIRE AGREEMENT. This Agreement represents the entire Agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. No part of the proposal for this work from the Construction Manager is part of this Agreement.

14.7 MODIFICATION OF AGREEMENT. This Agreement may be amended only by written instrument signed by both the Owner and the Construction Manager.

14.8 SEVERABILITY. If any one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity , illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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14.9 CALENDAR DAYS. Except where specifically stated otherwise, all periods of time stated in terms of days shall be considered periods calculated in calendar days.

14.10 HEADINGS. The headings or captions within this Agreement shall be deemed set forth in the manner presented for the purposes of reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.

14.11 INTERPRETATION OF CERTAIN WORDS. For the purposes of this Agreement unless the context clearly indicates otherwise, the singular includes the plural, and the plural includes the singular.

14.12 COUNTERPARTS. This Agreement may be executed in any number of counterparts, which shall constitute one and the same instrument.

14.13 CONFLICT AMONG CONTRACTORS. In the event of any conflict between the terms and provisions of this Agreement and the AIA Design Professional Contract and/or the Owner-Contractor Agreement, the AIA Design Professional Contract shall control.

14.14 NON-DISCRIMINATION. By the signing of this Agreement, the Construction Manager certifies that it complies with all applicable laws concerning equal opportunity and non-discrimination and that it does not maintain or provide for its employees to perform their services at any location, under its control, where segregated facilities are maintain.

14.15 IMMUNITIES. Nothing in this Agreement is intended to and Owner does not hereby waive, release or relinquish any right to assert any of the defenses Owner enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Owner as to any claim or action of any person, entity, or individual against Owner.

[SIGNATURE PAGE FOLLOWS]

This Agreement executed the day and year first written above.

Owner:	PM:
The County of Hidalgo	Prodigy Construction Management LLC
_____	_____
Ramon Garcia, County Judge	S. Alex Palacios, Owner/Principal

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:
ATLAS, HALL, & RODRIGUEZ, LLP

_____
Stephen L. Crain

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ATTACHMENT "A"

SCOPE OF SERVICES

CONSTRUCTION MANAGEMENT
Construction Manager LLC Services are listed below.

I. PROJECT PLANNING AND MANAGEMENT

a) Construction Manager Implementation Plan: PM will work with Owner to prepare a comprehensive Construction Manager Implementation Plan, which will include:

- Identification of the Owner's overall objectives.
- Project policies necessary to manage to the desired outcome.
- Overall Master Project Schedule including the phasing, sequencing and packagingof design, consulting, equipment or construction contracts so that the work meets the capacity of the design and construction community.
- Overall Project Budget including both soft and hard costs.
- Procurement techniques and forms of contract that can be utilized for the delivery of the Project.
- Project Organization Chart including integration of Construction Manager Services with other related services including design services, FF&E procurement and installation (if necessary), operations & maintenance, technology design and installation, etc.

b) Construction Manager Procedures: Construction Manager will prepare Construction Manager Procedures that:

- Establishes procedures for communication among the Project participants.
- Describes roles and responsibilities for all of the key players in the Project participants.
- Presents administrative procedures for pre-design, design, procurement, construction and post construction services
- Are aligned with Owner goals.

c) Architect-Engineer Selection: Construction Manager, when necessary, will advise, if requested by Owner, in the Architect and Engineer selection and advise Owner on language for approval and acceptance by Owner. Construction Manager will assist with review of potential design team(s) qualifications for capability to perform scope of work and meet schedule. Construction Manager will negotiate with the selected firms and assist in Architect and Engineer contract preparation and review. Construction Manager will review the selected firms' certificate of insurance for compliance with Owner's guidelines.

d) Information and Control System: Construction Manager will establish and implement a Construction Manager information and control system for expediting and processing requests for information; shop drawings, material, equipment, and sample submittals,; contract adjustments; change orders; payment requests and the maintenance of logs.

e) Project Budgeting and Cost Management: Construction Manager will prepare a Conceptual Project Budget based on information from Owner. The Project Budget will identify all sources of potential funding, and will account for all Project expenses.

Construction Manager will develop and implement an effective system to assist Owner in the management of Project costs. In developing and implementing this system, Construction Manager will collect budget information for the Project related soft and hard costs, including design costs, construction costs and other related costs; recommend adjustments as necessary and provide input to Construction Manager's computerized cost reporting system. Cost reports will be updated monthly as commitments are made and costs are incurred and incorporated into the monthly report. Any budget adjustments must be approved by the Owner in writing. Construction Manager will record documentation of the change, and transfer of funds.

f) Master Project Schedule: Construction Manager will, working with other Project participants, prepare an overall "Master Project Schedule" showing duration and precedence for construction and occupancy activities; establishing the overall duration of the Project and identifying those activities that are most critical.Construction Manager will update the Project Schedule on a regular basis indicating current status of activities, expanding the level of detail and status as the Project progresses.

g) Plan Room: Construction Manager will maintain a plan room for the use of entities wanting to review the Project plans and specifications.

h) Project-Wide Progress Meetings: Construction Manager will attend regularly scheduled meetings with Owner for the purpose of reviewing overall progress as measured against the Construction Manager implementation Plan. Major issues affecting the progress of the Project will be identified, monitored, and reported by Construction Manager. Construction Manager will issue meeting minutes. Such meeting minutes will include the statue of major issues discussed and will prescribe recommended actions required by team members.

i) Project-Wide Progress Reports: Construction Manager will produce a periodic Project report that will include at a minimum: an executive summary narrative, cost status report, schedule status report, key issues & concerns, major variances to the Construction Manager strategy along with recovery action plans and identification of major activities to be accomplished in the following period.

j) Project Guidelines and Standards: Construction Manager will work with the Owner to identify, collect, develop and distribute to the Design Consultant and Owner’s staff the

Owner's Project guidelines. In preparing these guidelines consideration will be given to equality in Project scope. Construction Manager will assist the Owner in the prioritization of Project needs.

k) Construction Contract Agreements: Construction Manager will review contract documents and associated general conditions, special conditions and other related documents for the Project.

l) Davis Bacon Act: Construction Manager will assist and ensure general contractor in the enforcement of the Davis Bacon Act compliance.

II. CONSTRUCTION PHASE SERVICES – Project Administration

a) Construction Phase Meetings: Construction Manager will attend pre-construction conferences with Contractors prior to mobilization. Throughout the duration of construction, Construction Manager will attend regular progress meetings with Owner, Design Consultant, and Contractor(s) related to the review and documentation of Project status and coordination of efforts of all Project participants. Design Consultant will be responsible for preparation of individual meeting minutes for each respective part of the Project.

b) On-Site Presence: As progress requires the Construction Manager, including appropriate staff of the Construction Manager, will assist the Design Consultant to observe all phases of construction activities periodically in order to assist in achieving completion of the Project in accordance with the Owner's objectives for cost, time, and quality. Observations will not cause Construction Manager to be responsible for those duties and responsibilities which belong to the Design Consultant or the Contractor(s), and which include, but are not limited to, the Design Consultant's obligation to produce clear, accurate drawings and specifications and responsibilities of full time construction administration and the Contractor(s) responsibilities for the techniques and sequences of construction and safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.

c) Plan Temporary Facilities, Services and Utilities: Construction Manager will review and recommend for approval Contractor's plan for temporary on-site facilities, equipment, materials, and services for the common use of Contractors.

d) Expedite Permits and Approvals: Construction Manager will review the Design Consultant’s identification of special permits or approvals required for Project improvements, excluding permits obtained directly by the Contractor. Construction Manager will review and monitor the inspection process of outside agencies. Construction Manager will assist in obtaining approvals for the Project from authorities having jurisdiction over the Project.

e) Coordinate Requests of Information: Construction Manager will coordinate requests for clarification of Construction Contract Documents from the Contractor(s)

with the Design Consultant. Construction Manager will review status of requests in a regular or special progress meeting in an effort to monitor timely responses from the Design Consultant.

f) Implement a Change order System and Procedure: When changes in the work become a necessary due to request of Owner, request of the Contractor, or design document issue, Construction Manager will work with the Design Consultant to coordinate the preparation of Owner approved change order documents, log the proposed change in the control log and transmit to the Contractor for response.

g) Processing of Contractor's Shop Drawings & Submittals: Construction Manager will monitor schedules prepared by Contractor for required submittals of shop drawings and samples for approval by Design Consultant, other members of the Design Consultant and Owner. The Contractor's and Design Consultant's submittal logs will be reviewed in the weekly progress meeting in an effort to assure timely processing by the Contractor and Design Consultant.

Construction Manager will review the Contractor's schedules for submittal and approval of shop drawings and samples to assure that they coincide with the Construction schedule.

h) Review and Approve Contractor's Applications for Payment: The Design Consultant will receive Contractors' applications for payment, review for completeness and review Contractor's proposed schedule of values for use in processing payments. Construction Manager will review the Design Consultant's submittal and process payment application to the Owner. Construction Manager will monitor the payment process for compliance with the Construction Contract Documents. If it should later be found that a Contractor has failed to comply with the provisions of its Owner-Contractor Agreement in any way or detail, such failures and subsequent compliance will be the sole responsibility of the Contractor. By issuing and processing an Application for Payment, Construction Manager will not be deemed to represent that it has made any examination to ascertain how and for what the purpose the Contractor has used the previous monies paid on account of the construction contract sum.

i) Project Schedules: Construction Manager will receive, review and comment on the suitability of the detailed construction schedule prepared by the Contractor. Once approved, Construction Manager will monitor the schedule monthly and report on deviations from the schedule. Construction Manager will recommend necessary actions to Owner should the Contractor fail to correct schedule variances caused by the Contractor.

j) Evaluate Contractor Performance: Construction Manager will periodically evaluate the Contractor's performance and will recommend courses of action to Owner when the Contractors' schedule and quality objectives are not being met.

k) Provide Monthly Status Reports: Construction Manager will prepare a

monthly status report which will include financial status reports and projections for cost of completion, change order status reports, potential claims identification and status, schedule status and identification of major problems encountered along with corrective action taken or recommended. The schedule status report will compare the status of construction with the construction schedules and Project schedules, making recommendations and recovery plans in the event the schedules do not match.

l) Quality Assurance Monitoring: Construction Manager will notify the Design Consultant and Owner in writing when it is the opinion of Construction Manager that the work does not conform to the requirements of the Construction Contract Documents. Construction Manager is not authorized to change, revoke, enlarge, relax, alter, or release any requirements of the Construction Contract Documents or to approve or accept any portion of the work not performed strictly in accordance with the Contract Documents.

III. CLOSE OUT PHASE SERVICES

a) Determine Final Completion of the Project: Construction Manager will determine, in conjunction with the Design Consultant and Owner, final completion of the Project. Upon completion, Construction Manager will receive the Contractor's final application for payment, confer with the Design Consultant and Owner to determine if all records, certificates, guarantees, warranties and releases have been received, obtain signatures from the Design Consultant and forward to Owner for final payment. In the event any of the items listed above have not been submitted, Construction Manager will assist Owner in obtaining completed items from the appropriate parties. Construction Manager will monitor the final payment process for compliance with contract documents.

b) Operations & Maintenance Manuals: Construction Manager will work with the Design Consultant and Contractor to coordinate delivery of operations manuals and warranties provided to the Owner in a timely manner.

c) Coordinate Punch-List Activities: In consultation with the Owner. Construction Manager will arrange for and coordinate preparation of punch-lists by the Design Consultant when requested by the Contractor or Owner. PM will assist the Design Consultant in verifying completion of punch-list activities and in determining substantial completion of the Project. In consultation with the Owner, Construction Manager will arrange for issuance of the Certificate of Substantial Completion by the Design Consultant to the Contractor.

d) Occupancy Activities: Construction Manager will review occupancy schedules prepared by Design Consultant, and will detail and coordinate the activities between final inspection of the Project and the Owner's occupancy needs.

f) Plan for Correction of Defective Items: Construction Manager will assist the Owner to develop a plan to facilitate the correction of defective items that require repair or replacement during the warranty period.

g) Transfer of Final Record Set of Documents: Construction Manager will monitor Contractor's preparation of record drawings and specifications and coordinate and expedite the transmittal of the record documents to the Owner. Construction Manager will prepare the final Project accounting and close out reports.

End of Section

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ATTACHMENT "B"

Schedule of Direct Expense

Schedule of Direct Expenses	
Item	Reimbursable Multiplier of Direct Cost
Computers	0
Inner Office Copies	0
Postage and Courier	1.1
Office Supplies	0
Digital Cameras	0
Plans and Specifications Reproducibles	1.1

No expenses reimbursable by Owner hereunder shall be incurred without the prior written approval of Owner through an Additional Services Agreement or other amendment to this Agreement.

ATTACHMENT "C"

"

Payment Schedule*

APPLICATION FOR PAYMENT

			Application ONE
TO OWNER	The County of Hidalgo, Texas 2812 So. Business Hwy 281 Edinburg, TX 78539	PROJECT: First Floor & Second Floor Renovation/Remoldeling 2812 So. Business Hwy 281 Edinburg, TX 78539	Application ######## Period From: Period To;

APPLICATION FOR PAYMENT

Application is made for payment as shown below, in connection with the Contract.
(Continuation Sheet is attached)

1. ORIGINAL CONTR ########
2. Net Change by Ch 0
3. CONTRACT SUM TO DATE (Line 1 + 2)
4. TOTAL COMPLETED & STORED TO DATE
   (Column G on)
5. RETAINAGE
   a. ___ 0
      (Column D + E on Continuation Sheet)
   b. ___ 0
      (Column F on Continuation Sheet)
   Total Retainage (Line 5a + 5b or
   Total in Column 0.00
6. TOTAL EARNED LE 0.00
   (Line 4 less Line 5 Total)
7. LESS PREVIOUS CE 0.00
   (Line 6 from Prior Certificate)
8. CURRENT PAYMENT DUE
9. BALAN ########
   (Line 3 less Line 6)

Prodigy Construction Services
1335 E. Jasmine Ave
McAllen, Texas 78501

By: _____ Date: _____
Alex Palacios

By: _____ Date: _____
Hidalgo County Representative

CHANGE O	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this month		
TOTALS		0
NET CHANGES by Char		0

RECAP:
Total Billed this period
Retainage this period
Net billing this period $0.00

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Attachment "D"

SAMPLE

Owner Work Authorization

Work Authorization No.	001

THIS WORK AUTHORIZATION is made between Prodigy Construction Management LLC and Hidalgo County (Owner)

PART 1. Scope of Work. The purpose of this Work Authorization is:

PART 2. Estimated Cost. The cost for services under this Work Authorization is

Estimated Cost ($)	$

PART 3. Payment. Compensation and payment for the services established under this Work Authorization shall be made on a monthly unless the work is completed prior to.

PART 4. Acceptance and Acknowledgement. This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of _____ day of _____, 2013.

THE Consultant:
Prodigy Construction Management LLC

THE OWNER:
Hidalgo County

By:	Alex Palacios	By:	
Title:	Principal/Owner	Title:	

Date:		Date:	

DRAFT

RE: Construction Mgt for Sheriffs Office

From : Steve Crain <scrain@atlashall.com> Tue, Sep 30, 2014 07:17 AM
Subject : RE: Construction Mgt for Sheriffs Office
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

It is fine.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Monday, September 29, 2014 5:08 PM
To: Stephen L. Crain
Subject: Re: Construction Mgt for Sheriffs Office

Please review the modified draft agreement and approve as to form.

ROCIO VILLARREAL

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Monday, September 29, 2014 11:28:47 AM
Subject: RE: Construction Mgt for Sheriffs Office

See the attached.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Monday, September 29, 2014 10:48 AM
To: Stephen L. Crain
Subject: Re: Construction Mgt for Sheriffs Office

Mr. Crain:

Please review and approve as to form.

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: "Stephen L. Crain" <scrain@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Monday, September 29, 2014 8:27:30 AM
Subject: FW: Construction Mgt for Sheriffs Office

Good morning Rocio:

See the attached pdf 793 doc. with Mr. Crain's proposed changes. If you have any questions, please call.
Have a Great Day!

Thank you,
Marynel

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, September 26, 2014 2:01 PM
To: Stephen L. Crain
Subject: Re: Construction Mgt for Sheriffs Office

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: "Stephen L. Crain" <scrain@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Friday, September 26, 2014 8:32:00 AM
Subject: RE: Construction Mgt for Sheriffs Office

Good Morning Rocio:

See the attached document with Mr. Crain's proposed changes. If you have any questions, please call our office.

Thank you and have a great weekend,

Marynel

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, September 25, 2014 3:52 PM
To: Stephen L. Crain
Subject: Construction Mgt for Sheriffs Office

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/28/2014

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	CONTACT NAME:	
Jerry Molina(1940307) 5401 N 10th St Ste 113 Mcallen TX 78504-2787	PHONE (A/C, No, Ext): 956-661-8338	FAX (A/C, No):
	E-MAIL ADDRESS: jmolina1@farmersagent.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Truck Insurance Exchange	21709
INSURED PALACIOS, SEVERO PO BOX 6592 MCALLEN TX 78502	INSURER B : Farmers Insurance Exchange	21652
	INSURER C : Mid Century Insurance Company	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 0
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS			604895389	03/16/2014	03/16/2015	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

2014 CHEVROLET SILVERADO; VIN: 3GCUKREC1EG168574

CERTIFICATE HOLDER

HIDALGO COUNTY
2821 South 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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/28/2014

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.

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PRODUCER	CONTACT NAME: Jennifer Smith
Siegeler Insurance Agency 172 West Austin Street Giddings TX 78942-3294	PHONE (A/C, No, Ext): (979) 542-3449 FAX (A/C, No): (979) 542-0469 E-MAIL ADDRESS: jsmith@siegins.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Prodigy Construction Management, LLC 1335 E. Jasmine Ave. McAllen TX 78501	INSURER A: Texas Mutual Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 14/15 WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ ☐ CLAIMS-MADE ☐ OCCUR	X					MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A		SBP-0001222324	3/23/2014	3/23/2015	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Additional Insured and Waiver of Subrogation in favor of Certificate Holder as required by written contract for General Liabilty. Waiver of Subrogation applies to Workers Comp Policy.

CERTIFICATE HOLDER

Hidalgo County
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

M T. Siegeler/KM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/28/2014

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PRODUCER	CONTACT NAME: Katherine Perkinson	
WM Jones & Company, Inc. 8588 Katy Freeway Suite 345 Houston TX 77024	PHONE (A/C, No, Ext): (713) 465-0766	FAX (A/C, No): (713) 465-0421
	E-MAIL ADDRESS: kathyp@wmjonesco.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Gotham Insurance Company	
INSURED	INSURER B :	
Prodigy Construction Management, LLC P.O. Box 6592 McAllen TX 78501-6592	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: CL1432403500 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			PK2014CML00026	3/21/2014	3/21/2015	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 SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability Claims Made 3/21/14 Retro			PK2014CML00026	3/21/2014	3/21/2015	Aggregate Limit Per Claim Limit	$2,000,000 $1,000,000

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

CERTIFICATE HOLDER

Hidalgo County
2821 South 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

William Jones CIC/KMJ

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/27/2014

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PRODUCER	CONTACT NAME: Jennifer Smith
Siegeler Insurance Agency 172 West Austin Street Giddings TX 78942-3294	PHONE (A/C, No, Ext): (979)542-3449 FAX (A/C, No): (979)542-0469 E-MAIL ADDRESS: jsmith@siegins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Texas Mutual Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Prodigy Construction Management, LLC
1335 E. Jasmine Ave.

McAllen TX 78501

COVERAGES **CERTIFICATE NUMBER:** 14/15 WC **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SBP-0001222324	3/23/2014	3/23/2015	X WC STATU-TORY LIMITS ☐ 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 (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

M T. Siegeler/KM

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AI-46809 **Purchasing Department 26. H. 1.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted For: Hon. Rene Guerra, HC-DA Submitted By: Roy Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting that HCCC take action to declare as "surplus" for the purpose of destruction, three (3) Hard Drives (with no value and as further detailed in documentation and Exhibit A attached);

B. Requesting authorization to remove said assets from Hidalgo County Inventory List.

BACKGROUND

Request for approval on the destruction of Hard Drives, Surplus for destruction due to sensitive information stored in them.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Assets have no value thus no fiscal impact.

Attachments

Exhibit A

Asset Transfer Form 2014-134

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/02/2014 02:00 PM
Budget & Management	Veronica Ortiz	10/02/2014 02:24 PM
Auditor's Office	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Roy Garcia Started On: 10/02/2014 11:26 AM

Final Approval Date: 10/10/2014

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT - FIXED ASSETS DIVISION
DEPRECIATION FORM

input info

Prepared By: Rogelio Garcia
Requested By: District Attorney
Date: 10-02-2014

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
44082	COMPAQ 72.8GB ULTRA320 Hard Drive	$282.40	8/10/2004	2004	2014	5	10	$28.24	$254.16	$50.83	$254.16	$0.00
44081	COMPAQ 72.8GB ULTRA320 Hard Drive	$282.39	8/10/2004	2004	2014	5	10	$28.24	$254.15	$50.83	$254.15	$0.00
44080	COMPAQ 72.8GB ULTRA320 Hard Drive	$282.39	8/10/2004	2004	2014	5	10	$28.24	$254.15	$50.83	$254.15	$0.00
		$847.18						**$84.72**	**$762.46**		**$762.46**	**$0.00**

Historical Cost - Residual Value = **$762.46**

RECEIVED MAR 19 2014 BY

HIDALGO COUNTY, TEXAS
ASSET TRANSFER FORM

	DEPARTMENT NAME	LOCATION
TRANSFER TO:	Surplus for destruction	
TRANSFER FROM:	District Attorney's Office	100 N. Closner, Edinburg, TX

TF# 2014-134

CONTACT INFORMATION:

NAME (PRINT) Roy Cazares | PHONE. (956) 318-2300 | FAX NO.: (956) 318-2078 | E-MAIL: roy.cazares@da.co.hidalgo.tx.us

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)

POSTED 6/25/14

	DESCRIPTION OF ITEM	INVENTORY TAG NO.	SERIAL NO./ VIN	CURRENT CONDITION
1	Seagate Barracuda 7200.11 Hard Drive	None	9[illegible]S4ASPE	B
2	Seagate Barracuda 7200.11 Hard Drive	None	9[illegible]S4ADE4	B
3	HP SCSI BD07288277	None	3KT1PYV6	B
4	HP SCSI MAW3073NC	None	DAL1P[illegible]70E9K8	B
5	HP SCSI BD07288277	None	3KT1P061	B
6	HP SCSI MAW3073NC	None	DAL1P670E9CA	B
7	HP SCSI MAW3073NC	None	DAL1P670E9AB	B
8	HP SCSI MAW3073NC	None	~~DALQP660C95L~~ DAL1P660C952	B
9	HP SCSI MAW3073NC	None	DAL1P670EAMC	B
10	HP SCSI MAW3073NC	None	DAL1P660C7AU	B
11	HP SCSI BD072863B2	44082	B4LC2GHM	B
12	HP DB072863B2	44081	B4LA19SM	B
13	HP SCSI BD072863B2	44080	B4LC2K4M	B

FIXED ASSET DIVISION USE ONLY

PALLET INFO.	ALIO LOC #	FUND NO.	COST	P/U	LOC
	NR	1100	—	R6	office
	NR	1100	—	R6	
	NR	1100	—	R6	
	NR	1100	—	R6	
	NR	1100	—	R6	
	NR	1100	—	R6	
	NR	1100	—	R6	
	NR	1100	—	R6	
	NR	1100	—	R6	
	NR	1100	—	R6	
	080-000	1223	—	R6	
	080-000	1223	—	R6	
	080-000	1223	—	R6	
	FROM		TO		
DEPT.	080-000		1601		
AMOUNT $	—		$ —		

JUSTIFICATION FOR TRANSFER: Hard Drives don't function and need to be destroyed because they contain sensitive criminal records information.

Note: Condition of items: (G) = Good working condition, (F) = Fair condition, and (B) = Broken

PLEASE USE BLUE INK TO SIGN

	PRINT NAME	SIGNATURE	DATE
The transfer is hereby approved by the Purchasing Agent	MARTHA L. SALAZAR	Martha L Salazar	3-25-14
Contact Person transferring item(s) out	Roy Cazares for Rene Guerra	Roy Cazares	3/19/2014
Person receiving Item(s)	Rogelio Garcia	Rogelio Garcia	04/23/14
Reviewed & Processed by FA Division	Ayuda Garcia	Ayuda Garcia	3/25/14

TO BE INITIALLED BY CONTACT PERSON WHEN ITEMS ARE REMOVED FROM THE PREMISES.

4/23/2014 — DATE — INITIAL

PLEASE SUBMIT ORIGINAL TO THE PURCHASING DEPT. ATTN: FIXED ASSET DIVISION
HIDALGO COUNTY ADMINISTRATION BUILDING - 2812 S. BUSINESS 281, EDINBURG, TX 78539

EFFECTIVE DATE 03/01/13

AI-46871 **Closed Session 27. C.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:13-cv-00262; Ezequiel C. Jurado, et al v Guadalupe Trevino, Sheriff of Hidalgo County & Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/09/2014 10:41 AM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Monica Badillo Started On: 10/08/2014

Final Approval Date: 10/10/2014

AI-46877 **Closed Session 27. D.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-4507-13-F; Reynaldo Ybarra v. County of Hidalgo

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/09/2014 10:42 AM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Monica Badillo Started On: 10/08/2014 11:28 AM

Final Approval Date: 10/10/2014

AI-46941 **Closed Session 27. E.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-7758-14-C; Eugenia Andrade v. Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management		10/09/2014 05:27 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Monica Badillo Started On: 10/09/2014 05:17 PM

Final Approval Date: 10/10/2014

AI-46776 **Closed Session 27. F.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted By: Michael Leo, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Industrial - Tax Abatement.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/01/2014 02:12 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Michael Leo Started On: 09/30/2014 03:06 PM

Final Approval Date: 10/10/2014

AI-46806 **Closed Session 27. G.**

CC - REGULAR

Meeting Date: 10/14/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Lucinda Martinez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/02/2014 02:23 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Aida Alvarez Started On: 10/02/2014 11:01 AM

Final Approval Date: 10/10/2014

AI-46859 **Closed Session 27. H.**

CC - REGULAR

Meeting Date: 10/14/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Jacob Garcia

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/07/2014 02:18 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Aida Alvarez Started On: 10/07/2014 01:24 PM

Final Approval Date: 10/10/2014

AI-46893 **Closed Session 27. I.**

CC - REGULAR

Meeting Date: 10/14/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Silvia Perez-Armendariz

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/09/2014 05:21 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Aida Alvarez Started On: 10/09/2014 11:01 AM

Final Approval Date: 10/10/2014

AI-46938 **Closed Session 27. J.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Sergio Valdez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/09/2014 05:28 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Monica Badillo Started On: 10/09/2014 04:51 PM

Final Approval Date: 10/10/2014

AI-46870 **Open Session 28. C.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Civil Action No. 7:13-cv-00262; Ezequiel C. Jurado, et al v Guadalupe Trevino, Sheriff of Hidalgo County & Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/09/2014 10:41 AM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Monica Badillo Started On: 10/08/2014

Final Approval Date: 10/10/2014

AI-46878 **Open Session 28. D.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-4507-13-F; Reynaldo Ybarra v. County of Hidalgo

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/09/2014 10:42 AM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Monica Badillo Started On: 10/08/2014 11:30 AM

Final Approval Date: 10/10/2014

AI-46942 **Open Session 28. E.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-7758-14-C; Eugenia Andrade v. Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/09/2014 05:27 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Monica Badillo Started On: 10/09/2014 05:18 PM

Final Approval Date: 10/10/2014

AI-46774 **Open Session 28. F.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted By: Michael Leo, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Industrial - Tax Abatement.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/01/2014 01:55 PM
Budget & Management	Veronica Ortiz	10/01/2014 02:12 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Michael Leo Started On: 09/30/2014 03:05 PM

Final Approval Date: 10/10/2014

AI-46807 **Open Session 28. G.**

CC - REGULAR

Meeting Date: 10/14/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Lucinda Martinez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/02/2014 02:23 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Aida Alvarez Started On: 10/02/2014 11:02 AM

Final Approval Date: 10/10/2014

AI-46860 **Open Session 28. H.**

CC - REGULAR

Meeting Date: 10/14/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Jacob Garcia

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/07/2014 02:18 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Aida Alvarez Started On: 10/07/2014 01:27 PM

Final Approval Date: 10/10/2014

AI-46894 **Open Session 28. I.**

CC - REGULAR

Meeting Date: 10/14/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Silvia Perez-Armendariz

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/09/2014 05:21 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Aida Alvarez Started On: 10/09/2014 11:03 AM

Final Approval Date: 10/10/2014

AI-46939 **Open Session 28. J.**

CC - REGULAR

Meeting Date: 10/14/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Sergio Valdez

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	10/09/2014 05:32 PM
Purchasing Department	Monica Badillo	10/10/2014 05:38 PM

Form Started By: Monica Badillo Started On: 10/09/2014 04:52 PM

Final Approval Date: 10/10/2014