AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
January 20, 2015
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 -48187** Resolution in honor of Robert L. Lozano on his appointment to the Board of Directors for the Federal Reserve Bank.

B. **AI -48111** Proclamation Declaring January 2015 as National Human Trafficking Prevention Month

C. **AI -48189** Discussion and update on RGV Day in Austin and Legislative Tour

D. **AI -48077** Approval to appoint one Representative and one Alternate to the Amigos del Valle Board.

E. **AI -47870** 1. Presentation by the Hidalgo County Historical Commission.
2. Approval of the appointment/reappointment of members to the Hidalgo County Historical Commission for the 2015-2016 term.

F. **AI -48175** Discussion and possible action on Amendment to the Interlocal Agreement between Hidalgo County, City of Mission, and Mission TIRZ

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

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

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

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

C. **AI -47935** Tropical Texas Behavioral Health (1100):
1. Approval of payment to Tropical Texas Behavioral Health for FY 2015 county allocation of required local match in the amount of $657,472.00 for DSHS Contract #2015-046616-001 in accordance with Texas Health & Safety Code Section 534.066 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor
2. Approval of payment to Tropical Texas Behavioral Health for FY 2015 county allocation match in the amount of $248,109.00 for psychiatric emergency crisis services - DSHS Contract #2012-046616.006 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor
TOTAL PAYMENT AMOUNT $905,581.00

D. **AI -47936** Requesting approval of payment of attorney vouchers (not submitted within 3 months of disposition as per Local Rules of Administration adopted under TLGC 74.093) from attorney Daniel Quirino Longoria in connection with legal representation of indigent defendants with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor:

Invoice Date	Disposition Date	Cause # / Court #	Amount
12/09/14	2/05/14	CR-14-0756-B / County Court #2	200.00
12/10/14	2/12/14	CR-14-1337-E / County Court #5	200.00
12/10/14	2/10/14	CR-11-7840-E / County Court #5	300.00
12/08/14	3/27/14	CR-14-2542-F / County Court #6	200.00
		TOTAL	900.00

E. **AI -48069** Approval of 2015 Museum Funding Agreement between County of Hidalgo and Museum of South Texas History in the amount of $ 270,000.00.

F. **AI -47756** Right of Way: Approval to accept Right of Way Donation Deed from Sharyland ISD for the expansion of Shary Road (0.8084 acre).

G. **AI -48089** Approval to authorize Valde Guerra, Executive Officer to sign City of Edinburg's Application for Non-Profit Rental Rates for use of Edinburg Activity Center for County Health Fair

H. **AI -48090** Facilities Management:
A. Approval of credit application and agreement with Mueller, Inc. (metal roofing) in order to purchase needed material for County Facility repair and new installation and authorize Valde Guerra, County Executive Officer to sign documents
B. Approval of credit application with Firstex Construction Materials, LLC. in order to purchase needed material for County Facility repair and new installation and authorize Valde Guerra, County Executive Officer to sign documents

I. **AI -48053** Approval to accept two settlement checks from Texas Farm Bureau Casualty Insurance Company in the amount of $9,955.14 and $1,324.61 to settle the remaining amount for the total loss auto accident with County vehicle. (Constable P1)

J. **AI -48051** Approval to accept settlement check from Peachtree Casualty Insurance Company in the amount of $1,004.68 to settle auto accident with County vehicle. (Fire Marshal)

K. **AI -48153** Discussion and possible action regarding colonia conventional lighting program initiated by Hidalgo County

8. **Constables:**

A. **AI -48010** Constable Pct. #2: Presentation and discussion of the 2014 Racial Profiling Report as presented by the Hidalgo County Constable Pct. 2 Office, in accordance with Article 2.133 of the Texas Code of Criminal Procedure.

B. **AI -48013** Constable Pct. #2: Requesting authorization for the County Judge to execute the 2015 Equitable Sharing Agreement and Certification Report

C. **AI -48014** Constable Pct. 4: Presentation and discussion of 2014 Racial Profiling Report as presented by Hidalgo County Constable Precinct 4 Department in accordance with Article 2.134 of the Texas Code of Criminal Procedures.

D. **AI -48017** Constable Pct. 4: Requesting authorization for the County Judge to execute the 2014 Equitable Sharing Agreement and Certification Report.

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

A. **AI -48115** Elections Department (1100):
1. Discussion, consideration and approval to create the following temporary full-time positions not to exceed six (6) months:

Slot#	Position Title	Proposed Budgeted Salary/Hourly Rate
T166	Elections Clerk	$10,504.00/yr - $10.10/hr
T167	Elections Clerk	$10,504.00/yr - $10.10/hr
T168	Elections Clerk	$10,504.00/yr - $10.10/hr
T169	Elections Clerk	$10,504.00/yr - $10.10/hr
T170	Elections Clerk	$10,504.00/yr - $10.10/hr
T171	Elections Clerk	$10,504.00/yr - $10.10/hr

2. Approval of intradepartmental transfer.
3. Approval to revise the salary schedule in accordance with Commissioners Court action.

B. **AI -48009** Human Resources (1100):

1. Approval of the following personnel actions, effective next full pay period of 01/26/2015:

Action	Slot#	Dept/Program	Position Title	Budgeted Allowance Amount
Delete auto allowance	0002	190-002	Executive Assistant III	$3,500.00
Add auto allowance	0005	190-002	Human Resources Specialist III	$3,500.00

2. Approval to revise the salary schedule in accordance with Commissioners Court action.

C. **AI -47954** Health & Human Services Division (1100) / Health Department Administration (1100):

1. Approval of the following personnel actions:

Action	Slot#	Dept/Program	Position Title	Current/Proposed Budgeted Salary
Delete	0035	240-001 Human Services Division	Coordinator III	$48,149.00
Create	0055	340-001 Health Dept Administration	Coordinator III	$48,149.00

2. Approval of interdepartmental transfer.
3. Approval to revise the salary schedule in accordance with Commissioners Court action.

D. **AI -48004** Sheriff's Office (1100)/ Jail (1100):

1. Approval of the following position title changes only, effective next full pay period of 01/26/2015:

Slot#	Dept/Program	Current Position Title	Proposed Position Title
0003	280-001	Division Commander	Division Chief
0004	280-001	Division Commander	Division Chief
0369	280-001	Division Commander	Division Chief
0001	280-002	Division Commander	Division Chief

2. Approval to revise the salary schedule in accordance with Commissioners Court action.

Courthouse Security (1241):

1. Approval of the following personnel actions, effective next full pay period of 01/26/2015:

Action	Slot#	Dept/Program	Position Title	Current/Proposed Budgeted Salary
Delete	0014	125-032	Security Specialist	$32,769.00
Create	0016	125-032	Detention Officer (Step II)	$32,461.00

2. Approval to revise the salary schedule in accordance with Commissioners Court action.

E. **AI -48114** Texas Agrilife Extension Service (1100):

1. Approval of the following personnel actions, effective next full pay period of 01/26/2014:

Action	Slot#	Dept/Prog	Position Title	Current Budgeted Salary	Proposed Budget Salary

Delete	0002	380-001	4-H Youth Outreach Coordinator	$34,804.00	-0-
Delete	0003	380-001	Administrative Assistant II	$31,045.00	-0-
Create	0013	380-001	Administrative Assistant III	-0-	$34,045.00
Create	0014	380-001	Community Outreach Program Specialist	-0-	$31,804.00

2. Approval to revise the salary schedule in accordance with Commissioners Court action.

F. AI -48123 DA Criminal / DA Civil Litigation (1100):
1. Discussion, approval and consideration of the following personnel actions effective, 01/26/2015:

Action	Slot#	Dept/ Program	Current/Proposed Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Delete	0002	080-013	Attorney III	$63,500.00	-0-
Create	0109	080-002	Assistant District Attorney III	-0-	$63,500.00
Delete	0004	080-013	Attorney III	$52,002.00	-0-
Create	0110	080-002	Assistant District Attorney III	-0-	$52,002.00
Delete	0092	080-002	Assistant District Attorney II	$52,002.00	-0-
Create	0006	080-013	Attorney II	-0-	$52,002.00
Delete	0102	080-002	Assistant District Attorney II	$52,002.00	-0-
Create	0007	080-013	Attorney II	-0-	$52,002.00

2. Approval of interdepartmental transfers.
3. Approval to revise the salary schedule in accordance with Commissioners Court action.
4. Approval to transfer Employee #189294 to position 080-002-0109.
5. Approval to transfer Employee# 189286 to position 080-002-0110.

DA Bad Checks (1222):
1. Discussion, approval and consideration of the following personnel actions, effective 01/26/2015:

Action	Slot#	Dept/ Program	Current/Proposed Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Alloc Slot
Create	0032	080-006	Administrative Asst I	-0-	$30,000.00	
Create	0033	080-006	Criminal Investigator II	-0-	$3,000.00	080-002-0100
Create	0034	080-006	Executive Assistant II	-0-	$21,906.00	080-002-0107
Delete	0031	080-006	Coordinator I	$35,391.00	-0-	

2. Approval of "Title Change" for Slot# 080-002-0107 from Administrative Assistant I, to Executive Assistant II.
3. Approval of intradepartmental transfer
4. Approval to revise the salary schedule in accordance with Commissioners Court action.

DA Civil Litigation/ Bond Forfeiture (1100) / DA Investigation HB65 (1223):
1. Approval of Title Changes only to allocated slots as follows:

Action	Slot#	Dept/ Program	Current Position Title	Proposed Position Title	Alloc Slot

Title Change/Alloc	0109	080-007	Asst Dist Atty II	Attorney II	080-013-0006
Title Change/Alloc	0009	080-016	Asst Dist Atty II	Attorney II	080-013-0006
Title Change/Alloc	0111	080-007	Asst Dist Atty II	Attorney II	080-013-0007
Title Change/ Alloc	0014	080-016	Asst Dist Atty II	Attorney II	080-013-0007
Title Change/Alloc	0016	080-016	Attorney III	Asst Dist Atty III	080-002-0110

3. Approval to revise the salary schedule in accordance with Commissioners Court action.

DA Investigation HB65 (1223):

1. Discussion, approval and consideration of the following personnel actions effective next full pay period of 01/26/2015 & approval to create the following temporary part-time positions not to exceed six months, beginning 01/21/2015 - 06/30/2015:

Action	Slot#	Dept/ Program	Current/ Proposed Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Net Change	Alloc Slot
Salary Adj/Increase	0028	080-007	Executive Assistant II	$15,091.00	$21,411.00	$6,320.00	080-002-0055
Create	T125	080-007	Clerk IV (Temporary PT)	-0-	$8,320.00/yr $20.00/hr	$8,320.00	
Create	T126	080-007	Clerk I (Temporary PT)	-0-	$7,500.00/yr $15.00/hr	$7,500.00	
Delete	0101	080-007	Intake Clerk I	$33,280.00	-0-	<$33,280.00>	

2. Approval of intradepartmental transfer.

3. Approval to revise the salary schedule in accordance with Commissioners Court action.

4. Approval to waive posting of the Clerk IV and Clerk I positions.

DA Pretrial Intervention (1225):

1. Discussion, approval and consideration of the following personnel actions:

Action	Slot#	Dept/Program	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Net Change	Alloc Slot
Salary Adj. Increase	0001	080-015	Assistant District Atty V	$4,875.00	$9,875.00	$5,000.00	080-002-0001
Salary Adj. Increase	0008	080-015	Assistant District Atty IV	$2,348.00	$19,348.00	$17,000.00	080-002-0011

2. Approval to revise the salary schedule in accordance with Commissioners Court action.

G. AI -48085 Tax Office (1100):

1. Discussion, consideration, and approval of the following personnel actions:

Action	Slot#	Position Title	Current/Proposed Budgeted Salary
Delete	0034	Deputy Clerk II	$35,651.00
Delete	0059	Deputy Clerk I	$26,924.00
Delete	0060	Deputy Clerk I	$26,394.00
Delete	0135	Deputy Clerk I	$26,014.00
Delete	0145	Deputy Clerk I	$26,014.00

Create	0168	Executive Asst I	$38,500.00
Create	0169	Executive Asst II	$44,000.00
Create	0170	Bookkeeper II	$29,484.00
Create	0171	Administrative Asst III	$34,000.00

2. Approval to revise the salary schedule in accordance with Commissioners Court action.

H. **AI -48110** Urban County Program (1288):

1. Approval of the following personnel actions, effective next full pay period, 01/26/2015:

Action	Slot #	Position Title	Dept/Program	Actual/Proposed Budgeted Salary
Delete	0006	Clerk II	Urban County (Home) 250-002	$22,303.00
Delete	0028	Executive Assistant I	Urban County (CDBG) 250-001	$41,280.00
Create	0032	Assistant Deputy Director	Urban County (CDBG) 250-001	$63,583.00

2. Approval to revise the salary schedule in accordance with Commissioners Court action.

I. **AI -48145** Pct 1 Parks (1100)/ Pct 1 Rd Maintenance (1200):

1. Discussion, consideration, and approval of the following salary adjustment, effective 01/26/2015:

Action	Dept/ Pgrm	Slot No.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary	Total Adjustment
Salary Adjustment (Increase)	121-013	0010	Heavy Equipment Operator III	$27,405.00	Heavy Equipment Operator III	$30,324.00	$2,919.00

2. Approval to waive Section 3.22 of the Civil Service Commission Rules and reclassify the following full-time position, as per sections 3.22-3.28 of the Civil Service Commission Rules, effective 01/26/2015.

Action	Dept/ Pgrm	Slot No.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary	Total Adjustment
Reclassify	121-013	0007	Clerk/ Receptionist	$29,150.00	Accounts Payable Clerk	$32,150.00	$3,000.00
Reclassify	121-005	0046	Heavy Equipment Operator I	$27,124.00	Heavy Equipment Operator III	$30,324.00	$3,200.00
Reclassify	121-005	0109	Heavy Equipment Operator III	$30,342.00	Crew Leader II	$33,542.00	$3,200.00

3. Approval of transfer(s).

4. Approval to revise the salary schedule in accordance with Commissioners Court action.

J. **AI -48169** Pct 3 Sanitation (1100)/Pct 3 Rd Maintenance (1200):

1. Discussion, consideration, and approval of the following salary adjustments, effective 01/26/2015:

Action	Dept/ Program	Slot No.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary	Total Adjustment
Salary Adjustment (Increase)	123-001	0006	Supervisor	$30,900.00	Supervisor	$32,000.00	$1,100.00
Salary Adjustment (Increase)	123-005	0030	Mechanic II	$29,660.00	Mechanic II	$33,000.00	$3,340.00
Salary Adjustment (Increase)	123-005	0074	Heavy Equipment Operator III	$28,840.00	Heavy Equipment Operator III	$33,000.00	$4,160.00

2. Approval to waive Section 3.22 of the Civil Service Commission Rules and reclassify the following full-time position, as per sections 3.22-3.28 of the Civil Service Commission Rules, effective 01/26/2015.

Action	Dept/ Program	Slot No.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary	Total Adjustment
Reclassify	123-005	0037	Maintenance II	$29,217.00	Traffic Safety Specialist I	$31,000.00	$1,783.00

3. Approval of transfer(s).
4. Approval to revise the salary schedule(s) in accordance with Commissioners Court action.

10. **HIDTA - Task Force:**

A. **AI -47979** HIDTA Task Force (1291):

1. Authorization and approval to accept award no. G15SS0002A from the Cooperative Agreement between Hidalgo County and the Executive Office of the President-Office of National Drug Control Policy in the amount of $135,084.00 for the period of 01/01/2015 to 12/31/2016.
2. Approval of certification of revenues as certified by the County Auditor's Office.
3. Approval of appropriation of funds for the Hidalgo County HIDTA Task Force (Hidalgo County District Attorney's Office HIDTA Initiative) in the amount of $135,084.00 for fiscal year 2015.
4. Approval to revise the salary schedule in accordance with Commissioners Court action.

B. **AI -48024** HIDTA Chapter 59 Asset Forfeiture (1251):

1. Approval of appropriation of funds in the amount of $40,000.00 for the Chapter 59 Asset Forfeiture Fund Budget (1251).
2. Approval of the following personnel actions, effective next full pay period:

Action	Dept/ Program	Slot #	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Total Adjustment	Allocation to Slot
Salary Adj/ Increase	270-011 (Chapter 59 Asset Forfeiture)	G025	Commander	-0-	$30,000.00	$30,000.00	270-003-G001

3. Approval to revise the salary schedule in accordance with Commissioners Court action.

11. **Sheriff's Office:**

A. **AI -48036** 1. Approval of the Organized Crime Drug Enforcement Task Forces(OCDETF) Agreement between the Hidalgo County Sheriff's Office and the Drug Enforcement Administration McAllen District/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 (SW-TXS-0968).
3. Approval to appropriate OCDETF Grant award in the amount of $6,000.00 for equipment/supplies.

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

A. **AI -48121** Requesting permission to allow Hidalgo County Health & Human Services Dept. in partnership with Hidalgo County Emergency Management to host and provide training for local Amateur Radio Operators. The training will be conducted at the Hidalgo County EOC and utilize the EOC's amateur radio equipment and equipment brought by local Amateur Radio Operators. The Field Day Exercise will be on February 7, 2015.

B. **AI -48070** Requesting approval to submit grant application to the National Institute of Health. Grant funds are to support conferences that are relevant to the NIH's mission and to public health.

C. **Health Care Funding District:**

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

D. **Indigent Health Care Program:**

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

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

A. **AI -48021** DWI Grant Program Income (1289):
1. Approval of certification of revenues as certified by the County Auditor for the DWI grant program income in the amount of $13,748.50.
2. Approval of appropriation of the DWI grant program income (GPI) in the total amount of $13,748.50.

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

A. **AI -47989** The Urban County Program is requesting the award of bids and approval of contracts with G & G Contractors for the demolition and reconstruction of the following:

1. (2) Units in the Countywide area, (1) unit in the City of San Juan and (1) unit in the City of Mercedes. Total contracts amount is $200,200.00 to G & G Contractors

B. **AI -48074** Authorization to proceed with Condemnation Proceedings on Parcel #34 for the Delta Area Connector/ East Lateral Drain Project

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

A. **AI -48096** Discussion/Approval of Self-Assessment Schedule

B. **AI -48095** Request Approval to Prepare Five (5) Year Program Application Based on Designation Renewal System

C. **AI -48106** Discussion/Approval of 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)(7) Beginning October 2014 - Pending Appointment of Community Representative: Commissioner Joseph Palacios, Precinct 4

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

A. **AI -47960** Discussion, consideration, and approval for the County Auditor's Office to conduct an audit of the Chapter 59 Asset Forfeiture Report prepared by the Hidalgo County Sheriff's Office, HIDTA, Constable Precinct 1, Constable Precinct 2, Constable Precinct 3, Constable Precinct 4, and Hidalgo County Fire Marshal for fiscal year 2014 pursuant to the Chapter 59 Asset Forfeiture Report requirements.

17. **Precinct #2 - Comm. Cantu:**

A. **AI -48131** Approval to appoint a member to the Lower Rio Grande Valley Development Council (LRGVDC) Board.

B. **AI -48129** 1. Approval to accept a letter of resignation from Michael G. Cano, board member of the Hidalgo County Regional Mobility Authority Board.
2. Approval to appoint a member to the Hidalgo County Regional Mobility Authority Board.

C. **AI -48133** Discussion and approval of a resolution in support of A. Jimmy Garza to represent this region and The State of Texas by serving as a Texas Department of Transportation, TXDOT, commissioner.

D. **AI -48109** Precinct 2- Parks (1100)/ Admin (1200):
Approval of the following personnel actions:
1. Delete the following position:

Action	Program	Slot #	Position Title	Current Budgeted Salary
Delete	122-008 - Parks	0036	Maintenance Custodian	$22,297.00
			Total:	**$22,297.00**

2. Create the following position:

Action	Program	Slot #	Position Title	Proposed Budgeted Salary
Create	122-005 - Rd. Admin.	0023	Custodian II	$25,426.00
			Total:	**$25,426.00**

3. Approval of Interdepartmental transfer.
4. Approval to revise the salary schedules in accordance with Commissioners' Court action.

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

A. **AI -48019** 1. Requesting approval of Interlocal Cooperation Agreement between the County of Hidalgo and City of Penitas, concerning certain Phase II improvements to Mile 3 Corridor from FM 492 to FM 2221.
2. In accordance with Section 791.010 of the Texas Government Code, requesting approval of the interlocal cooperation agreement project regarding certain Phase II road improvements to Mile 3 Road from FM 492 to FM 2221.

B. **AI -48101** 1. Discussion and approval of Interlocal Cooperation Agreement among the City Alton, Hidalgo County and Hidalgo County Drainage District No. 1 in relation to widening of drainage ditch located on 5 Mile Line west of Conway.
2. In accordance with Section 791.010 of the Texas Government Code, requesting approval of the interlocal cooperation agreement project regarding the widening of drainage ditch located on 5 Mile Line west of Conway

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

A. **AI -48116** Right of Way:
1. Discussion and/or approval of Order Closing, Abandoning and Vacating 0.753 acres of roadway between Block NOS. 10 and 11, Section No. 260 of the Texas- Mexican Railway Company's Subdivision, Hidalgo County, Texas (Holmes RD)

2. Discussion and/or approval of Order Closing, Abandoning and Vacating 0.443 acres of roadway between Block NOS. 10 and 11, Section No. 260 of the Texas- Mexican Railway Company's Subdivision, Hidalgo County, Texas (Holmes RD)

B. **AI -48127** Pct. 4 MCISD Paving Project:

Acceptance and approval of request for payment of additional materials invoiced by Frontera Materials, Inc and approved by McAllen ISD board of trustees on 04/28/14, for the MCISD Paving Project.

Vendor	**PO #**	**Inv #**	**Amount**
Frontera Materials	696282	213-11884	$1,800.30
Frontera Materials	696283	213-11885	$6,024.64
Frontera Materials	701635	213-13031	$2,481.24
Frontera Materials	701652	213-13093	$934.38

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

A. **Budget Appropriations:**

1. **AI -48164** CO2014 (1345)
Approval of 2015 appropriation of funds in the total amount of $6,997,400.00 to fund various Precinct no. 1 & Precinct no. 3 Road and CRC Projects.

2. **AI -47902** Various Departments (1304)
Approval of 2015 appropriation of funds for Various Departments in the total amount of $5,506,730.00 to fund the purchase of a replacement vehicles.

3. **AI -48173** Supplemental Court Guardianship (1250):
Approval of 2015 appropriation of funds in the amount of $50,000.00 to fund legal services.

4. **AI -48020** Justice Court Building Security Fund (1245):
Approval of appropriation of funds for the Justice Court Building Security Fund in the total amount of $ 10,000 to cover the cost proposal from Herrera & Hunt for the final installation of two cashier windows at Pct.1 JP Offices.

B. Interfund transfers:

1. **AI -47992** A. Certificate of Obligation, Series 2014 (1445)
Approval of 2015 interfund transfer from Co Wide Adm (1100) to CO 2014 (1445) in the amount of $598,531.00 to fund the 2015 interest payment and fiscal agent fees.

B. Refunding Bonds, Series 2014C (1446)
Approval of 2015 interfund transfer from Co Wide Adm (1100) to Refunding Bond 2014C (1446) in the amount of $187,047.00 to fund the 2015 February interest payment and fiscal agent fees.

C. Tax Notes, Series 2014 (1401)
Approval of 2015 interfund transfer from Co Wide Adm (1100) to Tax Notes 2014 (1401) in the amount of $1,257,895.00 to fund the 2015 principal & interest payments and fiscal agent fees.

C. AI -47975 1115 Waiver DSRIP (1100):
1. Approval to undesignate the amount of $1,000,000.00 in the year 2015 for expenditures related to the 1115 Waiver Program.
2. Approval of 2015 appropriation of funds in the amount of $1,000,000.00 to fund program expenditures.

D. AI -48172 1. Approval to correct salary schedule discrepancies adopted during the 2015 budget process as listed in Exhibit A, effective 1/01/2015.
2. Approval of transfer(s).
3. Approval to revised salary schedule in accordance with Commissioners Court action.

E. AI -48139 TxDOT-Precinct No.1(1315):
Approval to issue check payable to Texas Department of Transportation Trust Fund in the amount of $1,700.00 for additional estimated direct costs for the engineering phase for the CR 229 (Mile 17 1/2 Road) at Drainage Ditch off system bridge project.(CSJ: 0921-02-290)

21. Purchasing Department - Marty Salazar:
Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County

1. **AI -48028** Acceptance of a rebate check in the amount of $ 20,362.55 from The Local Government Purchasing Cooperative and Buy Board for the 2013-2014 fiscal years.

2. **AI -48130** Acceptance and approval of "First Amendment" to the lease agreement between Hidalgo County [currently housing Dept of Human Resources] to reflect name change of lessor from Jack McClelland to JDMC Investments, LLC.

3. **AI -48155** Discussion, consideration, and action/approval of final Interlocal Cooperation Agreement between Hidalgo County and the City of Edinburg for: “The Disposal of Non-Hazardous Solid Waste.”

4. **AI -47997** Acceptance and approval to enter into an Interlocal Cooperative Agreement between Hidalgo County (all elected offices, departments, programs and/or agencies thru all funding sources) and the Education Service Center, Region 20 (Coop) with the purpose of participating in the cooperative purchasing services of Purchasing Association of Cooperative Entities (Pace) as an additional procurement resource with authority for County Judge to execute document and thus permit Purchasing Agent or Designee to complete and fulfill the online Interlocal/Resolution Documents.

5. **AI -47970** Requesting approval of the continuation of the "Membership Agreement" between National Joint Powers Alliance (NJPA) and Hidalgo County, thus allowing the County to continue utilization of the procurement resources that are compliant with bidding requirements with no cost to Hidalgo County.

B. Elections:

1. **AI -48087** A. Requesting exemption from competitive bidding requirements under Texas Local Government Code, Chapter 262.024, (a)(7) an item that can be obtained from only one source;

   B. Requesting approval of a "Sole Source Declaration" for Drake Communications, Inc. for the provision of Support and Maintenance Services for the Keystone IVR System used by HC-Elections Department any other applicable HC Elected Officer, Departments, Programs and Agencies under all funding sources if the same equipment is acquired or in use;

   C. Requesting approval to purchase and enter into an Expert Maintenance Services for the Elections Department Keystone Interactive Voice Response System in the amount of $4,800.00 for a period of one (1) year with subsequent years to be governed by this Sole Source Declaration unless otherwise revoked by the HC including authority for County Judge to execute agreement.

C. Pct. 2

1. **AI -48163** A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;

   B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County’s approved “pool” of professional engineering services for Precinct No. 2 Regional Hike & Bike Trail Project'

EVALUATION	Hinojosa Engineering Inc.,	L & G	Javier Hinojosa Engineering
Scoring	97	98	95
Ranking			

   C. Authority for the Purchasing Department to negotiate a professional engineering services contract commencing with the No. 1 ranked firm _____for engineering services for Pct No. 2 Regional Hike & Bike Trail Project.

D. **Pct. 4**

1. **AI -48120** Acceptance and approval of **"AMENDMENT"** to **Exhibit A- (Scope of Work/Cost Proposal)** for professional services agreement#**E-14-293-06-30 (C-11-099-05-24)** with **GEORGE M. "MITCH" HUDGINS** d/b/a **MODERN TECHNOLOGY-MODERN ENVIRONMENT**, due to, TCEQ notice to Engineer that the **"Groundwater Sampling and Analysis Plan" (GWSAP)** needs to be updated in accordance with 30 TAC Section 330.491 (a) and 40 CFR, Part 258, Appendix I and in order to remain in compliance with TCEQ.

2. **AI -48118** Acceptance and approval of **Change Order No. 4** for an extension of sixty (60) days and zero additional dollars to Contract No. C-13-072A-11-19 with **Couric Enterprises, LLC** dba **Foremost Construction** as reviewed/approved by project architect of record, Mata-Garcia Architects, LLP for: Hidalgo County Precinct No. 4 -"Construction of a Community Resource Center in San Carlos" with authority for County Judge, or Court Member to execute document.

E. **Health & Human Services Dept.**

1. **AI -48007** Presentation of sole responsible vendor submitting the lowest and best bid and meeting all specifications and/ or requirements (as detailed in the documentation contained herein) for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County Health and Human Services- "Laboratory Services" through project No.: 2014-415-MEG.

F. **Facilities Management:**

1. **AI -48122** Acceptance and approval of Certificate of Construction Completion as submitted by Pro Tech Mechanical - Valley, LLC in connection with the Hidalgo County Facilities Management - "Replacement of a 160 ton Chiller for the Old Administration Building (100 E. Cano, Edinburg, TX" (PO#711021) with authority for Mr. Valde Guerra, Executive Officer, to sign document on behalf of Facilities Management and Hidalgo County Judge Ramon Garcia to execute the Certificate of Construction Completion.

2. **AI -48032** Acceptance and approval to award proposals received from Herrera and Hunt, Inc., awarded Job Order Contractor through County's participation with HCDE-Choice Facility Partners JOC contract No. JOC-09-040JC-07, for the following projects:

   A. "Turnkey Installation of a Bullet Proof Window at JP Pct. 1 Pl. 1 -JP Saenz" in the amount of: $2,848.16. (2015-040-MSS).
   B. "Turnkey Installation of a Bullet Proof Window W/Tray at JP Pct. 1 Pl. 2 -JP Morales" in the amount of: $5,260.32 (2015-040A-MSS).

G. **Colonia Access Program Pct. 1**

1. **AI -48030** Requesting acceptance and approval to execute a Professional Engineer agreement # C-CAP-14-397-10-28 for the provision of construction materials testing services for Pct No. 1 Border Colonia Round III with Millennium Engineers Group, Inc. as authorized and approved for negotiations by CC on 10/28/14.

H. **Colonia Access Program Pct. 2**

1. **AI -48031** Requesting acceptance and approval to execute a Professional Engineer agreement # C-CAP-14-401-10-28 for the provision of construction materials testing services for Pct No. 2 Border Colonia Round III with Millennium Engineers Group, Inc. as authorized and approved for negotiations by CC on 10/28/14

I. Colonia Access Program Pct. 3

1. **AI -48088** A. Acceptance and approval to execute a Professional Engineer contract/agreement for the provision of general engineering services for Pct No. 3 for Border Colonia Round III with Javier Hinojosa Engineering as authorized and approved for negotiations by CC on 12/16/14.
B. Requesting approval of Work Authorization No. 1 for contract # C-CAP-14-424-12-16 with a proposed fee of $21,720.60 with Javier Hinojosa Engineering to provide Plans, Specifications and Estimate and Construction Inspection for Round 3 BCAP Project to Hidalgo County Precinct No. 3 for various Border Colonia Access Program Round III Projects.

J. Sheriff's Office

1. **AI -48029** Acceptance and approval of the final construction contract document for the project: Hidalgo County Sheriff's Office: "Hidalgo County Adult Detention Center and Law Enforcement Facility Roof &/or Air Condition Repairs &/or Replacement (CC award action on ai # 47004, 10-28-14) to Central Air & Heating Service Inc., in the total amount of $5,990,000.00 (Contract No. C-14-047-01-20).

2. **AI -48052** Presentation of sole responsible vendor submitting the lowest and best bid and meeting all specifications and/ or requirements (as detailed in the documentation contained herein) for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County Sheirff's Office- "Repair, Removal and Installation and/or Purchases of Radios, Computers, and other misc. equipment " through project No.: 2015-012-MEG.

22. 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 -48058 C-2749-13-G; Leihliana Ruelas and Deyanira Ruelas v. Hidalgo County Sheriff Department and Gilbert Flores

D. AI -48001 C-8615-14-A; Michael Calvillo & Rosa Rivera v. Hidalgo County, et al

E. AI -48037 Claim of Lorenzo Rodriguez

F. AI -48039 Claim of Enterprise Holdings, Inc.

G. AI -48041 Claim of Verizon

H. AI -48043 Claim of AT&T

I. **AI -48072** Claim of Leonor Segovia

J. **AI -48060** Hidalgo County v. Leonardo Ochoa

23. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI -48059** C-2749-13-G; Leihliana Ruelas and Deyanira Ruelas v. Hidalgo County Sheriff Department and Gilbert Flores

D. **AI -48002** C-8615-14-A; Michael Calvillo & Rosa Rivera v. Hidalgo County, et al

E. **AI -48038** Claim of Lorenzo Rodriguez

F. **AI -48040** Claim of Enterprise Holdings, Inc.

G. **AI -48042** Claim of Verizon

H. **AI -48045** Claim of AT&T

I. **AI -48073** Claim of Leonor Segovia

J. **AI -48062** Hidalgo County v. Leonardo Ochoa

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

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

26. **Adjourn**

AI -48187 **County Judge's Office** **6. A.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Julia Sullivan, COUNTY JUDGE

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COUNTY JUDGE

Information

CAPTION

Resolution in honor of Robert L. Lozano on his appointment to the Board of Directors for the Federal Reserve Bank.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/16/2015 04:24 PM
Purchasing Department	Monica Badillo	01/16/2015 06:31 PM
Form Started By: Monica Badillo		Started On: 01/16/2015 04:18 PM
Final Approval Date: 01/16/2015		

AI -48111 **County Judge's Office** **6. B.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Julia Sullivan, COUNTY JUDGE

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COUNTY JUDGE

Information

CAPTION

Proclamation Declaring January 2015 as National Human Trafficking Prevention Month

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/14/2015 04:24 PM
Purchasing Department	Monica Badillo	01/16/2015 06:31 PM
Form Started By: Monica Badillo		Started On: 01/14/2015 01:31 PM
Final Approval Date: 01/16/2015		

AI -48189 **County Judge's Office** **6. C.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Robert Villarreal, COUNTY JUDGE

Submitted By: Sandra Deleon, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion and update on RGV Day in Austin and Legislative Tour

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/16/2015 04:38 PM
Purchasing Department	Monica Badillo	01/16/2015 06:31 PM
Form Started By: Sandra Deleon		Started On: 01/16/2015 04:32 PM
Final Approval Date: 01/16/2015		

AI -48077 **County Judge's Office** **6. D.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Jaime Longoria, COUNTY JUDGE **Submitted By:** Sandra Deleon, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Approval to appoint one Representative and one Alternate to the Amigos del Valle Board.

BACKGROUND

No action taken at August 25, 2014 CC meeting; however as requested by Judge Garcia, Commissioner Hector "Tito" Palacios would serve as a holdover until December 31, 2014 (reflected on minutes, AI 46048). Term is from Oct. 1, 2014 - September 30, 2015.

Fiscal Impact

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/14/2015 04:04 PM
Obdett Calzada	Obdett Calzada	01/15/2015 03:09 PM
Purchasing Department	Monica Badillo	01/16/2015 06:31 PM
Form Started By: Sandra Deleon		Started On: 01/12/2015 03:49 PM
Final Approval Date: 01/16/2015		

Amigos Del Valle, Inc.

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

RECEIVED
JUL 23 2014
COUNTY JUDGE

July 21, 2014

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

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

EXECUTIVE DIRECTOR
JOSE EMANUEL GARZA

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

Honorable Judge Garcia:

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

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

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

Sincerely,

Jose E. Garza
Executive Director

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

Equal Housing Opportunity

"CELEBRATING 39 YEARS OF SERVICE"

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

B. INVOLUNTARY TERMINATION

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

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

ARTICLE VII

BOARD OF DIRECTORS:

A. COMPOSITION

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

Representatives and Alternates shall be designated as follows:

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

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

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

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

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

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

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

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

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

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

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

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

AMIGOS DEL VALLE, INC.
2013-2014

(P) Present
(A) Absent

2013 \ 2014

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

AI -47870 **County Judge's Office** **6. E.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Jaime Longoria, COUNTY JUDGE **Submitted By:** Sandra Deleon, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

1. Presentation by the Hidalgo County Historical Commission.
2. Approval of the appointment/reappointment of members to the Hidalgo County Historical Commission for the 2015-2016 term.

BACKGROUND

Term of members will be from 1/15 through 12/16. Members are appointed based on the recommendation of the Hidalgo County Historical Commission.

Fiscal Impact

Attachments

BYLAWS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/30/2014 11:20 AM
Purchasing Department	Monica Badillo	01/16/2015 06:30 PM
Form Started By: Sandra Deleon		Started On: 12/18/2014 11:08 AM
Final Approval Date: 01/16/2015		

LAW OFFICE OF ALEX MORENO, JR.
P. O. BOX 4429
EDINBURG, TEXAS 78540-4429
(956) 381-8000/ Fax (956) 664-1995

RECEIVED
JUL 2 2 2013
COUNTY JUDGE

July 19, 2013

Ramon Garcia
County Judge
300 W. University Dr
Edinburg, Texas 78539

RE: Proposed Bylaws for Hidalgo County Historical Commission

Dear Judge Garcia:

Enclosed please find the proposed Revised Bylaws for the Hidalgo County Historical Commission. I have submitted a copy to Steve Crain for his review. This submission is made a the request of Adela Ortega, Chair of the Commission.

If you have any question regarding this matter, please contact me at your convenience.

Sincerely,

Alex Moreno, Jr.

Alex Moreno, Jr.
Attorney-At-Law

Hidalgo County Historical Commission
Bylaws (2013)

Article 1
Authority

1.01 The existence and operation of a County Historical Commission is authorized by the State of Texas under Texas Local Government Code Chapter 318, as amended.

Article 2
Name

2.01 The name of the organization shall be the Hidalgo County Historical Commission, hereinafter referred to as the "HCHC" or the "Commission".

Article 3
Purpose

3.01 The purpose of the HCHC shall be to identify, protect and interpret the history of Hidalgo County. These goals shall be accomplished through surveys of historical buildings and sites, Texas Historical Commission designations of historical buildings and sites, preservation of the County's heritage through written and oral history, and public education about the County's history. The HCHC shall strive to create countywide awareness and appreciation of historic preservation and its benefits and uses. The work at the HCHC is not to duplicate the work of other historical preservation efforts in the County, but to supplement and encourage this work.

Article 4
Membership

4.01 Eligibility. Each Commission Member shall be an adult resident of Hidalgo County. Each Commission Member must have an interest in historic preservation and an understanding of local history and resources.

4.02 Term. Members shall be appointed by the Commissioners Court for two year terms beginning on January 1 of odd numbered years. The Commissioners Court shall fill a vacancy on the HCHC for the remainder of any unexpired term.

4.03 Membership

a. Membership shall be composed of twenty-five residents of the County. Members of the HCHC must be individuals who broadly reflect the age, ethnic, and geographic diversity of the County. Each County Commissioner may nominate six members from her/his precinct. The

County Judge shall appoint one member at large.

b. Any member may resign by filing a written resignation with the chairperson. who shall, in turn, inform the Commissioners Court of such resignation at its next regularly scheduled meeting.

c. The Commissioners Court may accept recommendations From the HCHC to fill any vacancies on the Commission. Appointments will not be official until action is taken by the Commissioners Court at their next regularly scheduled meeting. Any appointments made during a term will only serve until the next regular appointment date.

d. The chairperson of the HCHC shall be appointed from among its members by the Commissioners Court at the same time regular appointments are made to the Commission.

e. **Member Emeritus** status my be accorded to any active member who has served at least three (3) terms but can no longer be active because of age, health, or demands of occupation. Nomination to the emeritus status must be authorized by a majority vote of current voting members. Emeritus status shall be a non-voting member.

f. **Ex-Officio Member** status shall include the County Judge and the County Commissioners. Ex-officio status shall be a non-voting member.

g. **Friend of the Hidalgo County Historical Commission** status may be granted to any individual who expresses an interest in the historic preservation of Hidalgo County and wishes to play an active role in the HCHC's activities and efforts but does not desire to be appointed to the HCHC by the Commissioners Court or when a person desires to be active with the HCHC before no vacancies exist. Friend of the HCHC status is a non-voting member.

Article 5
Attendance

5.01 Any Board Member who misses two (2) consecutive regularly scheduled Board meetings automatically vacates his/her Board appointment unless the Board member can provide a medical validation in which case one or more of the absences may be waived. An exception to the attendance policy may be made by a majority of the Board if the member subject to removal has demonstrated continuing Interest in the work of the Commission by:

a. Attending the Texas Historical Commission's Annual Preservation Conference, and at least one Texas Historical Commission sponsored workshop; or

b. By participating actively in projects which foster the purpose of the Commission; or

c. By doing any substantial work for the Commission in area of historical preservation for Hidalgo County which furthers the goals of the Commission.

5.02. The Secretary shall present an attendance report at each meeting showing attendance by members during that calendar year.

Article 6
Meetings

6.01 Regular Board meetings shall be held at least six (6) times each year. The location and time of the meetings shall be determined by the Board Officers.

6.02 **Special Meetings**. Special meetings may be called by the Chair or any two voting Board Members.

6.03 **Notice of Meetings**. In accordance with the Texas Open Meetings Act, notice of any meeting of the HCHC shall be posted 72 hours before the scheduled time of the meeting in a place readily accessible to the general public at all times. Therefore, in addition to notifying each voting member by mail, a notice shall be posted at the Hidalgo County Court House which shall indicate the date, hour, place and subject of each meeting.

6.04 **Records of Open Meeting.** The Commission shall prepare and keep minutes or make a tape recording of each open meeting. Such minutes shall state the subject of each deliberation and shall indicate each vote, order, decision or other action taken. In accordance with the Open Meetings Act, the minutes or tape recordings shall be available for public inspection and copying on request to the County Judge's Office

6.05 Quorum. A quorum shall be a simple majority of the membership present unless otherwise defined in the Bylaws.

Article 7
Officers

7.01 **Officers and Duties.** Officers shall be appointed by a majority vote of the Board Members present at a meeting no later than the second regularly scheduled meeting of odd-numbered years, expect that the Chairperson shall be appointed by Commissioners Court.

a. The **Board Officers** (the "Officers") shall consist of a Chairperson, Two Vice-chairpersons, Secretary and Treasurer.

b. **Chairperson.** The Chair shall convene regularly scheduled HCHC meetings and shall preside or arrange for other members of the Executive Board to preside at each HCHC in the following order - a Vice Chair; Secretary and Treasurer. The Chairperson shall have executive supervision over the activities of the HCHC within the scope provided by

these Bylaws. The Chairperson shall report annually on the activities of the Commission to the Hidalgo County Commissioners Court, to the membership and to the Taxes Historical Commission as required. The Chairperson shall appoint members of committees and shall be an *ex officio* member of all committees.

c. **Vice Chairperson of Preservation.** The Vice Chairperson of Preservation shall assume the duties of the chair in the event of absence, incapacity or resignation of the Chair. He/she shall oversee the work of preserving, restoring and recording local history and shall chair the Preservation & Restoration Committee.

d. **Vice Chairperson of Research & Markers.** The Vice Chairperson of Research & Markers shall assume the duties of the chairperson in the event of absence of the Chairman or Vice Chairperson for Preservation. The Vice Chair of Research & Markers shall oversee the historical research and marker program and shall chair that committee.

e. **Secretary.** The Secretary shall be responsible for keeping records of all HCHC actions, including overseeing the taking of minutes at all HCHC meetings, sending out meeting announcements, distributing copies of minutes and the agenda to each member, preparing member attendance report and assuring that certified records are maintained.

f. **Treasurer.** The Treasurer shall be responsible for keeping adequate financial records, for depositing all funds with the County Treasurer, for preparing and recommending a budget and for expending budgeted funds in accordance with the procedures established by Hidalgo County. The Treasurer shall submit financial reports to the Commissioners Court as required and to the membership at each meeting. The Treasurer shall chair the Finance Committee, help develop fundraising plans and make financial Information available to the Commission and the pubic.

g. **Term.** Terms of the Officers shall be two (2) years commensurating in January of each odd number year. Terms may be successive.

h. **Resignation of Officers.** Resignation of the Chairperson must be in writing and received by the County Judge. The Commissioners Court shall appoint a new Chairperson to complete the current term. Resignation of the Vice Chair, Secretary or Treasurer must be in writing and received by the Chairperson. The Chairperson shall select a replacement to complete the term, upon favorable vote of two-thirds of the Board Members.

Article 8
Committees

8.01 The Chairperson shall appoint all committee chairpersons. The Chairperson shall appoint ad *hoc* committees as needed.

8.02 **Executive Board.** The Executive Board shall be composed of the HCHC Officers - a Chairperson, two Vice-chairpersons, Secretary and Treasurer. Executive Board activities may include acting as liaison between the HCHC and the Texas Historical Commission, as well as between local citizens and other County commissions regarding special projects and meetings.

8.03 **Finance/Budget Committee.** The Finance/Budget Committee is responsible for all matters relating to the HCMC's fiscal responsibilities and shall be chaired by the Treasurer. The Committee shall follow all Hidalgo County government procedures in management of the budget. The Finance/Budget Committee shall create a working budget for each year's activities for submission to the Commissioners Court.

8.04 **Research & Marker Committee.** The Research and Marker Committee shall conduct research on the history of structures, places and people and shall nominate appropriate structures and subjects for historical marking and shall be responsible for updating landmarks listings for the County.

8.05 **Preservation & Restoration Committee**. Preservation & Restoration Committee shall survey those historic structures in danger of destruction and make efforts to preserve and restore such structures.

8.06 **Collections and Archives Committee.** The Collections & Archives Committee shall encourage and promote the acquisition and preservation of historic photographs, artifacts and documents.

8.07 **Publicity Committee.** The Publicity Committee is responsible for making sure that HCHC activities are well publicized, so that citizens of the County are aware of the Commission and its responsibilities in the field of preservation.

8.09 **Bylaws Committee.** The Bylaws Committee shall recommend to the membership any appropriate changes to the Bylaws.

Article 9
Financial Administration

9.01 **Budget.** The proposed budget for the ensuing year shall be prepared by the County Commissioners.

9.02 **Receipt of Gifts**. The HCHC shall be authorized to accept gifts of money and other property to further its historical preservation goals and for any use in the of its lawful purpose consistent with the Texas Historical Commission and Hidalgo County's stated policies. All gifts will be acknowledged in a regular meeting of the Commissioners Court and monetary gifts will be deposited into the general fund of Hidalgo County.

Article 10
Parliamentary Procedure

9.01 Parliamentary Procedure. Roberts Rules of Order, Newly Revised (latest edition), shall be the authoritative reference for all procedures not covered by these Bylaws.

Article 11
Amendments

10.01 **Amendments.** These Bylaws may be amended by two-thirds (2/3) vote of the qualified members present and voting at a regular Board Meeting provided the amendment has been submitted in writing to the full Board of Directors at least two weeks before the meeting at which the vote on the amendment is taken. The Bylaws will then be presented to the Commissioners Court for final approval at their next regularly scheduled meeting.

Adopted by the Board of Directors of the Hidalgo County Historical Commission on April 21, 2013.

Adela Ortega

ADELA ORTEGA, PRESIDENT

Approved by the Hidalgo County Commissioners Court on _____, 2013.

_____

RAMON GARCIA, COUNTY JUDGE

AI -48175 **County Judge's Office** **6. F.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Robert Villarreal, COUNTY JUDGE

Submitted By: Sandra Deleon, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Discussion and possible action on Amendment to the Interlocal Agreement between Hidalgo County, City of Mission, and Mission TIRZ

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/16/2015 04:09 PM
Purchasing Department	Monica Badillo	01/16/2015 06:31 PM
Form Started By: Sandra Deleon		Started On: 01/16/2015 02:35 PM
Final Approval Date: 01/16/2015		

AI -47935 **Executive Office** **7. C.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Tropical Texas Behavioral Health (1100):
1. Approval of payment to Tropical Texas Behavioral Health for FY 2015 county allocation of required local match in the amount of $657,472.00 for DSHS Contract #2015-046616-001 in accordance with Texas Health & Safety Code Section 534.066 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor
2. Approval of payment to Tropical Texas Behavioral Health for FY 2015 county allocation match in the amount of $248,109.00 for psychiatric emergency crisis services - DSHS Contract #2012-046616.006 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor
TOTAL PAYMENT AMOUNT $905,581.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-444-00-125-016-0-841

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

BUDGETARY IMPACT:

Available balance as of 1-2-15 $1,010,000.

Attachments

invoices

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/02/2015 01:12 PM
Manuel Chapa	Manuel Chapa	01/02/2015 01:34 PM
Purchasing Department	Monica Badillo	01/16/2015 06:30 PM
Form Started By: Monica Badillo		Started On: 01/02/2015 11:28 AM
Final Approval Date: 01/16/2015		

TROPICAL
TEXAS BEHAVIORAL HEALTH
P.O. Drawer 1108 • 1901 South 24th Avenue
Edinburg, Texas 78540
(956) 289-7000

RECEIVED BY
COUNTY AUDITOR
2014 NOV 10 PM 4 32

Date: November 3, 2014

Honorable Ray Eufracio, CPA
County Auditor
County of Hidalgo
2808 S. Business Highway 281
Edinburg, Texas 78539-6243

RE: Invoices for Local Contribution for Fiscal Year 2015

Dear Mr. Eufracio:

Enclosed are the invoices from Tropical Texas Behavioral Health for Hidalgo County's local contribution. In addition, information regarding the calculation of the contribution is enclosed. The contribution is the prorated portion of the state required local match pursuant to the V.T.C.A Health & Safety§ Code, §534.066.

Your prompt remittance of payment will be greatly appreciated. Please give me a call at 289-7015 if you have any questions.

Sincerely,

Beatriz Trejo
Chief Financial Officer

Enc: Invoices

5-1100-444-00-125-016-0-841

TROPICAL
TEXAS BEHAVIORAL HEALTH
P.O. Drawer 1108 • 1901 South 24th Avenue
Edinburg, Texas 78540
(956) 289-7000

DATE: NOVEMBER 3, 2014

TO:
Honorable Ray Eufracio, CPA
County Auditor
Hidalgo County
2808 S. Business Highway 281
Edinburg, Texas 78539-6243

FOR:
FY 15 County Allocation of Required Local Match

DESCRIPTION	AMOUNT
FY 15 County Allocation of Required Local Match Department of State Health Services Contract #2015-046616-001 Texas Department of Aging and Disability Services Contract: 2015 Match percentage for each county is determined by Department of State Health Services	$657,472
TOTAL	$657,472.00

Make all checks payable to Tropical Texas Behavioral Health
Payment is due within 30 days.

Thank you for your business!

5-1100-444-00-125-0160-841

INVOICE RECEIVED BY: Rebecca D. on 11/18/14
GOODS/SERVICES RECEIVED BY: Monica on FY2015

TROPICAL
TEXAS BEHAVIORAL HEALTH
P.O. Drawer 1108 • 1901 South 24th Avenue
Edinburg, Texas 78540
(956) 289-7000

DATE: NOVEMBER 3, 2014

TO:
Honorable Ray Eufracio, CPA
County Auditor
Hidalgo County
2808 S. Business Highway 281
Edinburg, Texas 78539-6243

FOR:
FY 15 County Allocation Match Psychiatric Emergency Crisis

DESCRIPTION	AMOUNT
FY 15 County Allocation of Required Local Match – Psychiatric Emergency Crisis Services Department of State Health Services Contract #2012-046616.006	$248,109.00
TOTAL	$248,109.00

Make all checks payable to Tropical Texas Behavioral Health
Payment is due within 30 days.

Thank you for your business!

5-1100-444-00-125-0116-0-841

INVOICE RECEIVED BY: Rebecca S. on 11/18/14
GOODS/SERVICES RECEIVED BY: Monica on FY2015

TROPICAL TEXAS BEHAVIORAL HEALTH
FY 15 LOCAL MATCH - ALLOCATION

DESCRIPTION	General Revenue/Block Grant	LESS: NGM	BASIS	MATCH
Mental Health - Adult	$12,221,571	($1,449,700)	$10,771,871	$538,594
Mental Health - Children	4,119,497	(7,680)	4,111,817	$205,590
Mental Health Crisis	2,798,899		2,798,899	$139,945
Subtotal Mental Health	19,139,967	(1,457,380)	17,682,587	884,129
Intellectual Deveoplment Disorder	2,286,852		2,286,852	123,490
Total Requiring Local Match	21,426,819	(1,457,380)	19,969,439	1,007,619
Psychiatric Emergency Services	980,513		980,513	245,128
Substance Abuse	546,312		546,312	136,578
Total Match PSCE/Substance Abuse	1,526,825		1,526,825	381,706
Total Local Match Required				$1,389,325

Basis for Local Match - Stats Provided by DSHS	Hidalgo County	Cameron County	Willacy County	Total
Population 2015	886,131	447,910	24,057	1,358,098
Percent of Total	65.25%	32.98%	1.77%	100%
PESC MATCH	65%	35%		100%

Amounts Invoiced

Local Match Required at DSHS 5%/DADS 5.4%	657,472	332,313	17,835	1,007,619
PESC/Substance Match Required at 25%	248,109	133,597		381,706
Total by County	$905,581	$465,910	$17,835	$1,389,326

AI -47936 **Executive Office** **7. D.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Requesting approval of payment of attorney vouchers (not submitted within 3 months of disposition as per Local Rules of Administration adopted under TLGC 74.093) from attorney Daniel Quirino Longoria in connection with legal representation of indigent defendants with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor:

Invoice Date	Disposition Date	Cause # / Court #	Amount
12/09/14	2/05/14	CR-14-0756-B / County Court #2	200.00
12/10/14	2/12/14	CR-14-1337-E / County Court #5	200.00
12/10/14	2/10/14	CR-11-7840-E / County Court #5	300.00
12/08/14	3/27/14	CR-14-2542-F / County Court #6	200.00
		TOTAL	900.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-412-30-115-016-0-333

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

BUDGETARY IMPACT:

$900.00

Attachments

invoices

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/02/2015 02:07 PM
Purchasing Department	Monica Badillo	01/16/2015 06:30 PM
Form Started By: Monica Badillo		Started On: 01/02/2015 12:37 PM
Final Approval Date: 01/16/2015		

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REVISED 04/25/14)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): MALIKA LOPER

PID	1292825	APPOINTMENT DATE	1/21/2014
DEGREE	MB	DISPOSITION DATE	2/5/2014

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 2

CASE NUMBER: CR-14-0756-B

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$200.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE AMOUNT		$0.00	$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT $ _____ TOTAL $200.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C):

☐ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER:

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK	SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT	☐	
	WRIT SECURING BOND REDUCTION	☐	
	SECURE JAIL RELEASE	☐	
2/5/2014	PLEA	☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
	OTHER MISDEMEANOR CASE Case #	☐	
		TOTAL	$200.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK AND DISMISSALS

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
114383	(956) 269-9538	12543700

MAILING ADDRESS: 4610 S. Closner, Edinburg, Texas 78539

SECTION F — CERTIFICATION

I, DANIEL QUIRINO LONGORIA ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

_____
ATTORNEY AT LAW (SIGNATURE)

APPROVED _____ THE 7 DAY OF Dec 10

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

47100-412-30-115-016-0-333

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REV. 01/12)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): MARTIN HINOJOSA MARTINEZ

PID	1192046	APPOINTMENT DATE	2/12/2014
DEGREE	MA	DISPOSITION DATE	2/12/2014

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 5

CASE NUMBER: CR-14-1337-E

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$200.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: TOTAL $200.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C)

☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	
	WRIT SECURING BOND REDUCTION		☐	
	SECURE JAIL RELEASE		☐	
2/12/2014	PLEA		☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT		☐	
	SUPPRESSION		☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
			TOTAL	$200.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
114383	(956) 316-1088	12543700

MAILING ADDRESS: 4610 S. Closner, Edinburg, 78539

SECTION F — CERTIFICATION

I, DANIEL QUIRINO LONGORIA

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 10th DAY OF DEC. 14

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

1100-412-30-115-016-0-333

HIDALGO COUNTY TEXAS
COUNTY AUDITOR'S FORM
(REV 01-12)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A **CASE INFORMATION**

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM)

RICARDO ALVARADO

PID	851920	APPOINTMENT DATE	
DEGREE	MA	DISPOSITION DATE	2/10/2014

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE

COURT NUMBER: COUNTY COURT 5

CASE NUMBER: CR-11-7840-E

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$300.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT | TOTAL $300.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C)

☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER.

SECTION B **(MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY**

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	
	WRIT SECURING BOND REDUCTION		☐	
	SECURE JAIL RELEASE		☐	
2/10/2014	PLEA		☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT		☐	
	SUPPRESSION		☐	
	OTHER MISDEMEANOR CASE	Case # CR-11-7841-E	☑	$50.00
	OTHER MISDEMEANOR CASE	Case # CR-11-7842-E	☑	$50.00
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
			TOTAL	$300.00

SECTION C LIST RELATED CASE NO.S

SECTION D **FELONY CASES / MISDEMEANOR TRIAL WORK**

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E **ATTORNEY INFORMATION**

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
114383	(956) 316-1088	12543700

MAILING ADDRESS

4610 S. Closner, Edinburg, 78539

SECTION F **CERTIFICATION**

I, DANIEL QUIRINO LONGORIA

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT, AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 10th DAY OF Dec. 14

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

$1100-412-30-115-016-0-333

HIDALGO COUNTY, TEXAS
COUNTY AUDITOR'S FORM
(REV. 01/12)

ATTORNEY FEES EXPENSE CLAIM FORM (CRIMINAL CASES ONLY)

PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE AS AMENDED

SECTION A — CASE INFORMATION

DEFENDANT NAME (SHOW ONLY ONE DEFENDANT PER CLAIM): BERNABE TREJO HERNANDEZ

PID	1238059	APPOINTMENT DATE	2/10/2014
DEGREE	MB	DISPOSITION DATE	3/27/2014

☐ CASE IS ON-GOING ☐ APPEAL ☐ DEATH PENALTY CASE — DEATH PENALTY RATE:

COURT NUMBER: COUNTY COURT 6

CASE NUMBER: CR-14-2542-F

FEE SCHEDULE

DESCRIPTION	IN COURT	OUT OF COURT	AMOUNT
NON-TRIAL FEES			$200.00
TRIAL FEES	$0.00	$0.00	$0.00
OTHER LEGAL SERVICE			$0.00

☐ INVESTIGATOR ☐ EXPERT ☐ OTHER

(REIMBURSEMENTS FOR OTHER LEGAL SERVICES REQUIRE SUPPORTING DOCUMENTATION)

FEES SET BY COURT: TOTAL $200.00

JUSTIFICATION FOR ADJUSTMENT PURSUANT TO ARTICLE 26.05(4)(C)

☑ COMPLEXITY OF THE CASE AND/OR COUNSEL'S EXPERIENCE ☐ OTHER

SECTION B — (MISDEMEANOR CASES ONLY) SERVICES PROVIDED BY ATTORNEY

DATE	TYPE OF WORK		SERVICES PROVIDED	AMOUNT
	INITIAL JAIL VISIT		☐	
	WRIT SECURING BOND REDUCTION		☐	
	SECURE JAIL RELEASE		☐	
3/27/2014	PLEA		☑	$200.00
	MOTION TO REVOKE / MOTION TO ADJUDICATE GUILT		☐	
	SUPPRESSION		☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
	OTHER MISDEMEANOR CASE	Case #	☐	
			TOTAL	$200.00

SECTION C — LIST RELATED CASE NO.S

SECTION D — FELONY CASES / MISDEMEANOR TRIAL WORK

DATE	TYPE OF WORK	IN COURT HOURS	OUT OF COURT HOURS
	TOTAL HOURS	0	0

SECTION E — ATTORNEY INFORMATION

VENDOR NUMBER	TELEPHONE NUMBER	BAR CARD NUMBER
114383	(956) 316-1088	12543700

MAILING ADDRESS: 4610 S. Closner, Edinburg, 78539

SECTION F — CERTIFICATION

I, DANIEL QUIRINO LONGORIA

ATTORNEY AT LAW, SWEAR OR AFFIRM TO THE COURT AND TO THE COUNTY AUDITOR THAT THE INFORMATION CONTAINED ABOVE IS TRUE AND CORRECT AND PAYMENT WOULD NOT BE CONTRARY TO THE FEE SCHEDULE ADOPTED BY THE BOARD OF JUDGES PURSUANT TO ARTICLE 26.05 CODE OF CRIMINAL PROCEDURE. I FURTHER SWEAR OR AFFIRM THAT I HAVE NOT RECEIVED NOR WILL RECEIVE ANY MONEY OR ANYTHING ELSE OF VALUE FOR REPRESENTING THE ACCUSED, AND I FURTHER AFFIRM OR SWEAR THAT I HAVE NOT SUBMITTED DUPLICATE TIME CHARGES FOR THE SAME HOURS CHARGED IN ANY OTHER

ATTORNEY AT LAW (SIGNATURE)

APPROVED: _____ THE 8 DAY OF Dec 2014

PRESIDING JUDGE (SIGNATURE)

REVIEWED BY INDIGENT DEFENSE OFFICE

4-1100-412-30-115-016-0-333

HIDALGO COUNTY LOCAL RULES
TO IMPLEMENT THE TEXAS FAIR DEFENSE ACT

STANDARDS AND PROCEDURES RELATED TO
APPOINTMENT OF COUNSEL FOR INDIGENT DEFENDANTS
IN HIDALGO COUNTY

To implement the Texas Fair Defense Act (FDA, Acts 2001, 77th Leg.), the following Local Rules of Administration are adopted under Texas Local Government Code § 74.093, effective January 1, 2002:

INDIGENT DEFENSE

Rule 1. Applicability

1.01 The rules in this Part will govern criminal procedures in all municipal, justice of the peace, county, and district courts in this County, notwithstanding any other local rule to the contrary.

Rule 2. Procedures for Timely Appointment of Counsel

2.01 *Prompt Appearance Before a Magistrate.*

(a)The magistrates of this county will inform supervisory personnel of all law enforcement agencies operating within the county that each time a person is arrested, Texas law requires the officer making the arrest and any officer who later has custody to ensure that the person is taken before a magistrate without unnecessary delay, and never more than 48 hours after arrest.

(b) The judges of this county will work with the magistrates, prosecutors, and law enforcement agencies in the county to devise appropriate procedures for meeting the time standards set forth in Rule 2.01(a).

(c) Whenever an arrested person is first brought before a magistrate, the magistrate shall record the date and time that the person was first arrested and when the person was taken into custody.

(d) Each time a magistrate or a judge has reasonable cause to believe that a

(a) current information about the defendant and charges indicates that counsel of different qualifications is appropriate for the defendant under these rules; or

(b) replacement of appointed counsel in a death penalty case is required under Article 26.052(e) of the Code of Criminal Procedure.

7.03 *Defendant Request.* The judge presiding over the trial court proceedings in a criminal case will replace appointed counsel at the defendant's request if:

(a) the defendant requests an attorney other than trial defense counsel for appeal or post-conviction *habeas corpus* proceedings; or

(b) the defendant shows good cause for replacing appointed counsel, including counsel's persistent or prolonged failure to communicate with the defendant.

7.04 *Appointing Replacement Counsel.* Whenever appointed counsel is replaced under this Rule, replacement counsel immediately shall be selected and appointed in accordance with the procedures described in Rules 4, 5, and 6.

Rule 8. Attorney Fee Schedule and Compensation of Appointed Attorneys

8.01 *Fee Schedule.* The county will pay appointed counsel for all time reasonably necessary for adequate representation of the defendant, as approved by a judge, according to the following fee schedule adopted as provided under Article 26.05(b) of the Code of Criminal Procedure:

(a) Appointed attorneys shall be paid $70 per hour for all documented out-of-court and $100 per hour in-court time, for all documented time that is actually spent on the case that reasonable professionals would agree was objectively necessary for a qualified criminal defense attorney in the community to represent the client; and

(b) For good cause or exceptional circumstances, an appointed attorney may request payment at an hourly rate above the rates specified in subsections (a) and (b) of this Rule, subject to review and approval by the judge presiding over the case as specified in Rule 8.02.

(c) Misdemeanor appointed attorneys shall be paid by using the

following fee schedule:

Initial Jail Visit $50.
Writ Securing Bond Reduction $75.
Secure Jail Release $100.
Plea Flat Rate $200.
Motion to Revoke/Motion to Adjudicate $175.
Trials $70. per hour for all documented out-of-court and $100. per hour for in-court time, for all documented time that is actually spent on the case that reasonable professionals would agree was objectively necessary for a qualified criminal defense attorney in the community to represent the client.

(d) Misdemeanor cases will have the following caps:

Suppressions $350.
ADR, Pre-trial diversions, Dismissals $350.
Pleas $350.
Trials $1000.

(e) Guidelines for the misdemeanor fee schedule are as follows:

1. No claim will be paid unless properly submitted within 3 months of disposition.

2. All dismissals pre complaint or indictment will be paid on an hourly basis only and voucher will be submitted to the Judge that appointed counsel.

3. When it becomes necessary for the court to appoint an attorney to advise and counsel a witness whose own testimony might subject that witness to potential criminal liability, counsel will be entitled to compensation at the hourly rate which would be payable if counsel had been appointed to represent the defendant in the case on trial.

4. Attorneys handling waiver pleas will be paid as if the case had been indicted.

5. Request for prior approval to exceed the maximum stated in/out-of-court hours must be filed in the appropriate court and set out the need to exceed

the maximum and a justification of the cost. Extraordinary circumstances must be presented in order to obtain Court approval.

6. If the County Auditor's Office detects simple mathematical errors in a pay voucher, it will compute the voucher and pay it out based on the auditor's calculations.

7. When possible, prior court approval should be obtained before incurring expenses for investigation and for mental health and other experts.

8. For multiple cases/counts, including indictments, motions to revoke, complaints, and/or any combination of these you may be approved an additional $50 per misdemeanor case with a cap of $400. to be submitted on the same voucher.

9. Writs filed while defendant has a preexisting hold from another agency will not be paid.

10. Court appearances to pass a case will be limited to ¼ hour per pass.

8.02 *Judicial Determination of Attorney Compensation.* The judge presiding over the case for which the appointed attorney seeks compensation will use the following procedures to review and approve the appropriate compensation:

(a) The appointed counsel must submit to the presiding judge a form approved by the judges for itemizing the services performed.

(b) The presiding judge hearing a motion under this Rule will either approve the amount requested or enter written findings stating the amount of payment that the judge approves and each reason for approving an amount different from the requested amount.

(c) An attorney whose request for payment is disapproved may appeal the disapproval by filing a motion with the presiding judge of the administrative judicial region, as provided under Article 26.05(c) of the Code of Criminal Procedure.

(d) The county will reimburse appointed attorneys for investigation and expert witness expenses incurred on behalf of an indigent client as

AI -48069 **Executive Office** **7. E.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Valde Guerra, EXECUTIVE OFFICE

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of 2015 Museum Funding Agreement between County of Hidalgo and Museum of South Texas History in the amount of $ 270,000.00.

BACKGROUND

Acct. #5-1100-451-32-125-021-0-843
Req #269659

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-451-32-125-021-0-843

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

BUDGETARY IMPACT:

Funds available as of 1/16/15.

Attachments

agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/12/2015 03:50 PM
Auditor's Office	Monica Badillo	01/16/2015 06:30 PM
Form Started By: Monica Badillo		Started On: 01/12/2015 02:30 PM
Final Approval Date: 01/16/2015		

STATE OF TEXAS §
§
COUNTY OF TEXAS §

MUSEUM FUNDING AGREEMENT

This Museum Funding Agreement (the "Agreement") is made and entered into on January 20, 2015 but is made effective the 1st day of January, 2015, by and between the County of Hidalgo, Texas, a political subdivision of the State of Texas hereinafter referred to as the "County" and the Museum of South Texas History, a Texas non-profit corporation hereinafter referred to as the "Museum".

W I T N E S S E T H:

WHEREAS, County is authorized to operate and maintain parks, playgrounds and historical museums, pursuant to Tex. Loc. Gov. Code 331.001, et seq., and may, in connection with the authority to establish museums, acquire and display collections, books, paintings, sculptures, coins and other objects of historical significance to the County; and

WHEREAS, as consideration for the Museum to provide the services of a County historical museum located in Edinburg, Hidalgo County, Texas which is open to the public, County desires to provide financial support to the Museum; and

WHEREAS, County desires to assist Museum by providing funding for use by the Museum in operating its facilities during the calendar year 2015.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Museum agree as follows:

1. **Obligation of Museum.** During the period of this Agreement, Museum agrees to provide a historical Museum for all persons in Hidalgo County. The Museum will be open to the public on a regular basis on days and at times that are reasonably set by the Board of Trustees of the Museum. Museum agrees to display collections, historical books, paintings, sculptures, coins and other objects or collections of historical significance to the public at the Museum site and agrees to continue to acquire such items, objects and collections of historical significance. In addition, Museum agrees to use the funds provided by County pursuant to this Agreement to operate a historical museum for the purposes of acquiring, constructing, maintaining, and displaying to the public permanent exhibits of historical significance to the County.

2. **Museum Programs.** Museum also agrees to periodically conduct programs related to significant areas of interest in the history of Hidalgo County, Texas during the period of this Agreement.

3. **Consideration.** As consideration for the above and foregoing services that are provided for and on behalf of County, County agrees to pay Museum the sum of Two Hundred Seventy Thousand and 00/100ths Dollars ($270,000.00), payable in twelve (12) equal monthly installments, beginning January 1, 2015 and ending December 31, 2015.

4. **Term.** The period of this Agreement will be for one (1) year, commencing on January 1, 2015 and ending December 31, 2015.

5. **Liability for Museum Operation.** Museum assumes full responsibility and liability for conducting the programs and for any damage to the historical building site, the adjacent improvements occupied by Museum, or any of the personal property located upon the premises, including, but not limited to, all collections and items of historical significance, which may occur as a result of the public's use of the Museum.

6. **Indemnity.** Museum assumes and agrees to hold County harmless from any liability connected with any injury, death or damage to any person or property which may arise from or occur in connection with the maintenance, operation and use of the historic Museum site and any of the adjacent buildings utilized by Museum to perform the services provided by it, pursuant to sections 1 and 2 above. Museum will indemnify and hold County harmless from any and all damage arising from any injury, death or damage which may arise from an injury, death or damage to any person or item of property which occurs as a result of Museum's operation and use of the Museum's property that is utilized to perform and present the services set forth in sections 1 and 2 above. Museum agrees to purchase liability insurance to fully protect it and County from any such injury or damages in at least the amount prescribed by the Texas Tort Claims Act, Tex. Civ. Prac. and Rem. Code §101.001 et seq., as now existing or hereinafter amended, replaced or recorded.

7. **No Restriction on County.** No provision of this Agreement will restrict or deprive County of any powers or other lawful authority which it may presently posses with regard to the establishment or maintenance of other museum or the collection of any items related to the history of Hidalgo County or the South Texas area.

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

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

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

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

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

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

If to Museum: Museum of South Texas History
Attention: Executive Director
200 N. McIntyre
Edinburg, Texas 78541

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

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

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

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

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

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

18. **Authority to Execute.** The execution and performance of this Agreement by District and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Museum and County in accordance with its terms.

19. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

20. **Record Keeping and Audit.** Museum agrees to maintain records and reports as are necessary to establish the use of County funds under this Agreement for the purposes outlined in section 1 of this Agreement, and agrees to make those records and reports available to the County, and other local, state or federal agency or authority that may exercise jurisdiction over County funds. In addition, Museum agrees to comply with the reasonable requirements and standards of the Hidalgo County Auditor with respect to accounting for and reporting funds provided by County. Funds provided to Museum hereunder must be used in an activity that meets one of the objectives listed in Tex. Loc. Govt. Code §318.011 and 331.001, et. seq.

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

COUNTY OF HIDALGO, TEXAS

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Museum of South Texas History

By: Jim Brown

Jim Brown, Chairman, Board of Trustees

ATTEST:

Stephanie Moore

Stephanie Moore, Secretary

APPROVED AS TO FORM:

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

BY:(signed)

Josephine Ramirez Solis

AI -47756 **Executive Office** **7. F.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted By: Rebecca Gomez, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Right of Way: Approval to accept Right of Way Donation Deed from Sharyland ISD for the expansion of Shary Road (0.8084 acre).

BACKGROUND

Fiscal Impact

Attachments

Shary Rd- Pct.3

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/12/2015 01:24 PM
Glinda Pacheco	Glinda Pacheco	01/13/2015 09:01 AM
Purchasing Department	Monica Badillo	01/16/2015 06:30 PM

Form Started By: Rebecca Gomez Started On: 12/10/2014 02:28 PM

Final Approval Date: 01/16/2015

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENCE NUMBER.

Chapter 11, Sec. 11.008 Texas Property Code

RIGHT OF WAY
DONATION DEED
0.8084 Acre

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO §

We , Sharyland ISD, of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and No/100ths Dollars ($1.00) and other good and valuable consideration to Grantor in hand paid by the County of Hidalgo, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day donated and by these presents do Grant, Sell and Convey unto the County of Hidalgo all that certain tract or parcel of land in Hidalgo County, Texas, more particularly described in Exhibit "A" which is attached hereto and incorporated herein for any and all purposes.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the County to take and use all other minerals and materials thereon, therein and thereunder.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the County of Hidalgo and its assigns forever; and Grantors do hereby bind themselves, their heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the County of Hidalgo and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this 9th day of December, 2014.

BY: Noel Garza
Noel Garza Board President

Corporate Acknowledgement

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Dr. Noel Garza known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Sharyland ISD, and that he executed the same as the act of the Sharyland ISD, for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of December 2014.

SELINDA ANZALDUA
Notary Public, State of Texas
My Commission Expires
April 18, 2015

Notary Public
State of Texas,
County of Hidalgo

The Honorable Ramon Garcia, Judge
County of Hidalgo
302 West University Drive
Edinburg, Tx 78539

REF: Donation of a Partial Taking of Land
Waiver of Appraisal Report

Dear Judge Garcia:

I/we Sharyland ISD am/are aware that the County of Hidalgo plans to widen Shary Road to provide a safer road for the residents of Hidalgo County, Texas. The construction plans for this widening project require additional right of way, which will involve the acquisition of a portion of our property located at (See Attached Exhibit A). I understand that we are entitled to receive compensation for the County's acquisition of the necessary property.

The County of Hidalgo is responsible 1) for the obtaining an independent appraisal report which will establish the compensation value associated with the acquisition, and 2) for making payment to Sharyland ISD for the acquisition of that portion of property.

It is our desire, as indicated by my signature below, to voluntarily donate to the County the portion of my property needed for the new Shary Road right of way. So that the County does not have to incur the cost of preparing an appraisal report, I hereby relieve the County of Hidalgo from its obligation 1) to prepare or obtain an appraisal report, and 2) to pay Sharyland ISD for the acquisition of the partial acquisition, which I wish to donate to the County for Shary Road right of way purposes.

Print Name: Fernando Ramirez

Title: School Board-President

Signed:

Dated: March 27, 2014

Attested:

Date: 3-27-14

ROBLES &
ASSOCIATES, PLLC PROFESSIONAL LAND SURVEYORS

P.O. BOX 476 WESLACO, TEXAS 78599-0476 PHONE (956) 968 - 2422 FAX (956) 969 - 2011

DESCRIPTION OF 0.8084 OF ONE ACRE OF LAND
OUT OF LOTS 465 AND 475, JOHN H. SHARY SUBDIVISION
HIDALGO COUNTY, TEXAS

Being 0.8084 of one acre of land situated in Hidalgo County, Texas, and being out of a 22.096 acre tract out of Lots 465 and 475, John H. Shary Subdivision as per map recorded in Volume 1, Page 42 of the Hidalgo County Map Records, conveyed to Sharyland Independent School District by deed recorded in Doc # 1688882 of the Hidalgo County Deed Records, and said 0.8084 of one acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a ¾-inch iron pipe found on the existing east right of way line of Shary Road for the northwest corner of said tract herein described, said ¾-inch iron pipe bears North 08°41'10" East, 751.18 feet and South 81°18'50" East, 30.00 feet from the southwest corner of said Lot 475;

THENCE, South 81°18'50" East, 30.00 feet, with the north line of said 22.096 acre tract to a ½-inch iron rod with a plastic cap stamped "R&A" set for the northeast corner of said tract herein described;

THENCE, South 08°41'10" West, with a line that is parallel to the west line of said Lots 465 and 475, at a distance of 751.18 feet pass the common line of said Lots 465 and 475, and continuing for a total distance of 1173.76 feet 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°18'50" West, 30.00 feet, with the south line of said 22.096 acre tract to a ¾-inch iron pipe found for the southwest corner of said tract herein described;

THENCE, North 08°41'10" East, with the existing east right of way line of said Shary Road, at a distance of 422.58 feet pass the common line of said Lots 465 and 475, and continuing for a total distance of 1173.76 feet to the POINT OF BEGINNING and containing 0.8084 of one acre of land more or less.

Surveyed: March
Basis of bearings: west line of this survey

18093rw
3-03-13

Reynaldo Robles, R.P.L.S. #4032

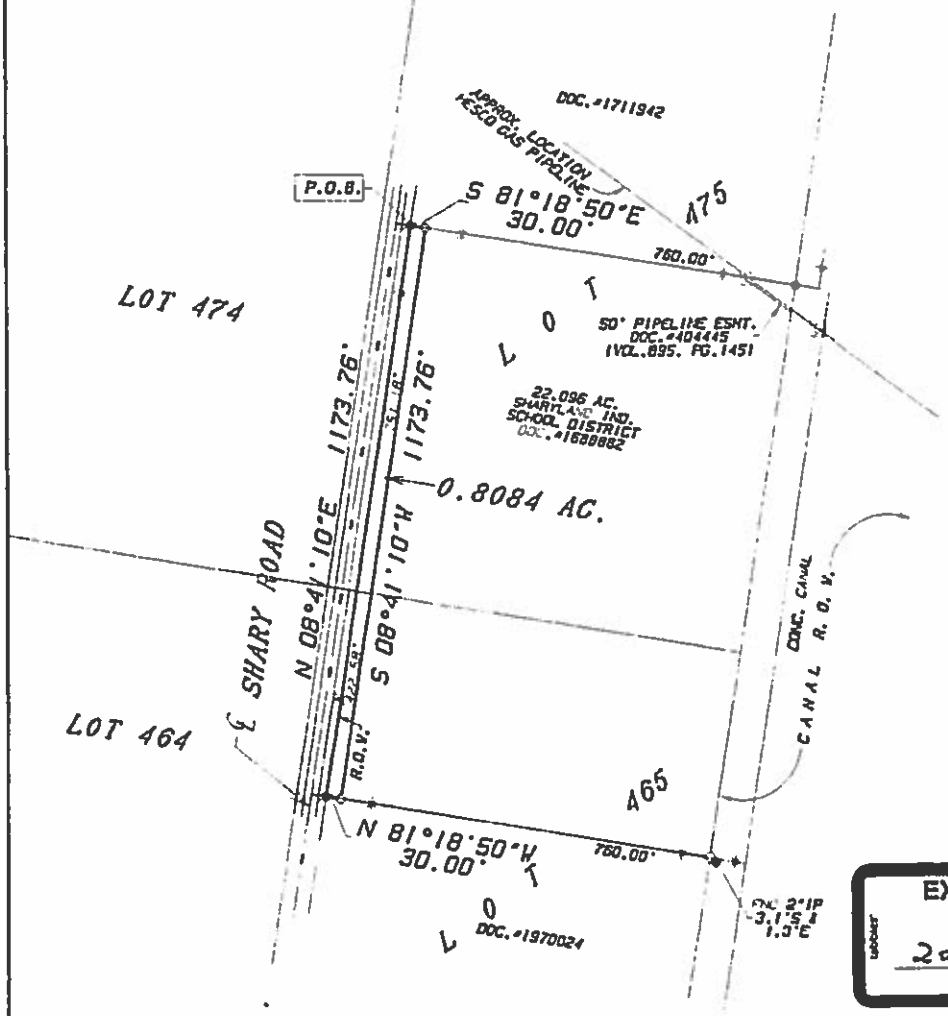
EXHIBIT
tabber
1 of 2

18093RW

LEGEND

- ● Found 1/2" iron pipe
- ○ Set 1/2" iron rod with a plastic cap stamped "R&A"
- GS[G] Gas sign
- ✳ Hogwire fence
- ✗ Found 3/4" iron pipe

BASIS OF BEARINGS: WEST LINE OF THIS SURVEY



EXHIBIT

sheet 2 of 2

SURVEY PLAT OF
0.8084 OF ONE ACRE OF LAND OUT OF LOTS 465 AND 475 JOHN H. SHARY SUBDIVISION HIDALGO COUNTY, TEXAS

PER MAP RECORDED IN VOLUME 1, PAGE 42, H.C.H.R.

PREPARED FOR: S.I.S.D.

I, REYNALDO ROBLES, REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT REPRESENTS A SURVEY AS MADE ON THE GROUND UNDER MY SUPERVISION, THAT THERE ARE NO VISIBLE ENCROACHMENTS NOR VISIBLE EASEMENTS AT THE TIME OF SURVEY EXCEPT AS SHOWN AND BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN) OF FIRM COMMUNITY PANEL No.480334 0295 D, DATED JUNE 6, 2000

REYNALDO ROBLES, RPLS #4032

ROBLES & ASSOCIATES, NOR THE SURVEYOR OF RECORD RESPONDED OR PREPARED A TITLE REPORT OR ABSTRACT OF TITLE ON THE ABOVE PROPERTY

ROBLES AND ASSOCIATES, PLLC
PROFESSIONAL LAND SURVEYORS
P.O BOX 476
107 W. HUISACHE ST.
WESLACO, TEXAS 78596
PHONE (956) 968-2432
FAX (956) 969-2011

SURVEYED: 01-26-12	DRAWN BY: LO/02-03-12
SCALE: 1"=300'	JOB No. 18093RW
TITLE COMMITMENT No.	REVISED:

SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL EMBOSSED SEAL OF SURVEYOR OF RECORD.

© COPYRIGHT 2012

AI -48089 **Executive Office** **7. G.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Flora Vazquez, HEALTH BENEFITS

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: HEALTH BENEFITS

Information

CAPTION

Approval to authorize Valde Guerra, Executive Officer to sign City of Edinburg's Application for Non-Profit Rental Rates for use of Edinburg Activity Center for County Health Fair

BACKGROUND

No cost to county.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

application

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/14/2015 02:50 PM
Obdett Calzada	Obdett Calzada	01/15/2015 03:09 PM
Purchasing Department	Monica Badillo	01/16/2015 06:31 PM

Form Started By: Monica Badillo Started On: 01/13/2015 03:29 PM

Final Approval Date: 01/16/2015

CITY OF EDINBURG

APPLICATION FOR NON-PROFIT RENTAL RATES

As provided by Article III, Section 16-49b of Public Facilities Ordinance number 1004 dated May 17, 1983, a resident non-profit organization may apply for special rates provided the conditions below are met.

1. The event date must be available 30 days or less in advance of the booking date.
2. Proof of non-profit status:
   - A. Copy of Internal Revenue Service exemption letter
   - B. Tax exemption number # 74-6000717
   - C. If and when your application has been approved, you are required to pay your deposit and 50% of the rent. Your deposit will be refunded providing there are no damages to the center. Also you will be responsible for picking up the KEY for center if needed.
   - D. Please note any changes or cancellations must be made a month in advance, or when your contract is executed.

NAME OF ORGANIZATION: Hidalgo County
ORGRANIZATION'S ADDRESS: 2818 S. Bus. Hwy 281
Edinburg, TX 78539

PHONE: (956) 292-7025
PERSON TO CONTACT: Flora Vazquez

ORGANIZATION'S PRESIDENT: Valde Guerra, CEO
ORGANIZATION'S FUNCTION: Governmental Entity

ORGANIZATION'S EXPLANATION FOR THE USE OF THE PUBLIC FACILITY:
Host Hidalgo County Health Fair

DATE REQUESTED: February 11, 2015 TIME REQUESTED: _____

FACILITY REQUESTED: Edinburg Activity Center

_____ _____
APPLICANT'S SIGNATURE DATE

FOR OFFICE USE ONLY

_____ APPROVED
_____ DISAPPROVED

_____ RECEIVED BY

_____ APPROVED BY

EXPLANATION: _____

AI -48090 **Executive Office** **7. H.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Irene Cantu, FACILITIES MANAGEMENT

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: FACILITIES MANAGEMENT

Information

CAPTION

Facilities Management:
A. Approval of credit application and agreement with Mueller, Inc. (metal roofing) in order to purchase needed material for County Facility repair and new installation and authorize Valde Guerra, County Executive Officer to sign documents
B. Approval of credit application with Firstex Construction Materials, LLC. in order to purchase needed material for County Facility repair and new installation and authorize Valde Guerra, County Executive Officer to sign documents

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-419-40-220-001-0-XXX

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

BUDGETARY IMPACT:

Funds available in 2015 budget.

Attachments

credit app
credit app-Mueller

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/15/2015 10:27 AM
Glinda Pacheco	Glinda Pacheco	01/15/2015 03:53 PM
Purchasing Department	Monica Badillo	01/16/2015 06:31 PM
Form Started By: Monica Badillo		Started On: 01/13/2015 03:41 PM
Final Approval Date: 01/16/2015		

FIRSTEX
CONSTRUCTION MATERIALS, LLC

CREDIT APPLICATION

5818 N.Cage Blvd. #27
Pharr, TX. 78577
Ph: (956) 702 8775
Fax: (956) 702 8776
Cell: (956) 239 6546
Nextel: 135*828*2346
email: terrabp@yahoo.com

CREDIT APPLICATION MUST BE COMPLETED IN FULL IN ORDER TO BE PROCESSED

Company Name: Hidalgo County Facilities Mgt.
Credit Limit Requesting $ _____

Street Address: 3100. S. Bus. 281

Mailing Address: P.O. Box 1356

Taxable: Yes (No)
(if no then attach resale or exemption cert

City: Edinburg State: TX Zip: 78539

Federal ID No.: # 74-6000-717

Phone#: (956) 289-7850

Fax#: (956) 318-2648

Do You Require Purchase Orders? Y/N Y

Number of years in Business: _____ Business web site: _____

A/P Contact: _____ Email address: _____

Ownership

Proprietorship: _____ Partnership: _____ Tex Corp.: _____

Principals or Corporate Officers

Name	Title	Home Address	(Area) Phone	Social Security Number

Have any of the individuals or principles listed above ever file BANKRUPTCY or bad suits filed against them? YES____ NO_____ If yes to this question, please explain _____

Finance

Bank Name _____ Bank Officer _____

Mailing Address _____ City _____ State _____ Zip _____ (area) Phone _____

Type of Account _____ Account # _____

Business Information

LIST FOUR TRADE REFERENCES - MUST INCLUDE TELEPHONE AND FAX NUMBERS ON ALL TRADE REFERENCES.

	Name	Address	Phone#	Fax#
1)	Sherwin Williams	2223. S. US Hwy 281 Edinburg TX		383-3101
2)	Home Depot	801 Trenton McAllen TX		668-8783
3)	O'Reily's Auto Parts	P.O. Box 9464 Springfield M.O.		383-6455
4)	Rio Grande Plumbing	P.O. Box 3330 McAllen TX		

I hereby authorize my banks and creditors to release information to **FIRSTEX CONSTRUCTION MATERIALS, LLC**

_____ Signature

_____ Date

Credit Terms

1) Applicant agrees within terms of sale, which are NET 30 from the date of invoice.
2) All invoices will be fully paid on receipt or before 30 days.
3) Any invoices will be considered past after the 30 days on any invoice with an outstanding balance.
4) Any open invoices due beyond the 30 days will be subject to a FINANCE CHARGE of 1.5% per month or 18% per annum.
5) Returned material that the applicant ordered will be subject to a handling fee.
6) FIRSTEXCONSTRUCTIONMATERIALS,LLC Reserves the right to send out "Notice to Owners" and file liens on past due accounts and use any legal means available to force collection if necessary.
7) In the event Company brings suit to enforce any of the obligations of the customer hereunder, the customer hereby waives any venue objections, and hereby consents to venue as set forth by the Company. Furthermore, the customer agrees to pay collection costs incurred to collect the unpaid balance including interests on the unpaid balance as allowed by state law.
8) I hereby acknowledge that the information stated in this application is true and correct to the best of my knowledge.

Signature: _____ Print Name: Valde Guerra

Title: County Executive officer Date: _____

Personal Guarantee

The undersign a (check one or more) Shareholder Director Officer General Partner of the application does hereby agree to the above terms and conditions stated, and assumes a personal liability for payment of said applicant's account. Undersigned authorizes seller to investigate the person credit history and to obtain credit bureau reports on the undersigned.

Date	Signature	Social Sec #

MUELLER, INC.
METAL BUILDINGS, ROOFING & COMPONENTS

1915 Hutchins Ave.
Ballinger, TX 76821
800-527-1087 Fax 325-365-8582

OFFICE USE ONLY

Salesperson _____
Customer type _____
Date Received _____ Date Completed _____
Credit Limit _____
Approved by: _____

CREDIT APPLICATION AND AGREEMENT

I. APPLICANT

Legal Company Name Hidalgo County

Billing Address P.O. Box 1356 City Edinburg State TX Zip 78539

Telephone (956) 289-7850 Telephone (956) 289-7852 Fax (956) 318-2648

Physical Address 3100 S. Bus. Hwy 281, Edinburg, Texas 78539

E-mail Address daniel.flores@co.hidalgo.tx.us Web-site Address _____

Est. Annual Sales $ _____ Est. Annual Purchase $ _____ # of Years in Business _____

Contact Person for orders _____ Accounts Payable Person Maria Silvestes

Other Persons Authorized to Place Orders Irene Cantu / Daniel Flores Are PO's Required Yes

II. BUSINESS INFORMATION

☐ **Sole Proprietorship**

Owner County of Hidalgo Phone # 956-289-7850

SS# N/A DL # N/A DOB N/A

☐ **Partnership**

Partner _____ Phone # _____

SS# _____ DL # _____ DOB _____

Partner _____ Phone # _____

SS# _____ DL # _____ DOB _____

Federal Tax # _____ Date Formed _____ State Formed _____

☐ **Corporation/LLC/Other**

~~President/Manager~~ County Judge: Ramon Garcia Phone # (956) 318-2600 SS# —

~~Vice President/Manager~~ Executive officer: Valde Guerra Phone # (956) 292-7025 SS# —

Secretary/Manager _____ Phone # _____ SS# _____

Treasurer/Manager _____ Phone # _____ SS# _____

Registered Agent _____ Address _____

Federal Tax # _____ Date Formed _____ State Formed _____

Sales Tax Exempt _____ Yes _____ Sales Tax ID Number _____

_____ No If no, is business within city limits? _____

County in which business is located _____

AI -48053 **Executive Office** **7. I.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept two settlement checks from Texas Farm Bureau Casualty Insurance Company in the amount of $9,955.14 and $1,324.61 to settle the remaining amount for the total loss auto accident with County vehicle. (Constable P1)

BACKGROUND

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

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-360-00-000-005-0-000

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

BUDGETARY IMPACT:

GEN FUND-MISC REV-INSURANCE CLAIMS

Attachments

Texas Farm Bureau Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/12/2015 03:39 PM
Purchasing Department	Monica Badillo	01/16/2015 06:30 PM
Form Started By: Aida Alvarez		Started On: 01/12/2015 10:48 AM
Final Approval Date: 01/16/2015		

Texas Farm Bureau Casualty Insurance Co.

Check No.: 179662

Date:	Amount Paid:
12/19/2014	$ 9,955.14
Claim Number:	**Policy Number:**
767961	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.: 179662

Date:	Amount Paid:
12/19/2014	$ 9,955.14
Claim Number:	**Policy Number:**
767961	21138902

Payee Name and Address:

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

Form C04/0695 - RXE 00

TEXAS FARM BUREAU INSURANCE

Texas Farm Bureau Casualty Insurance Company

P.O. Box 2689 / Waco, Texas 76702-2689

56-382
412

7179662

NOT VALID AFTER ONE YEAR

In Full Payment For REMAINING ON TOTAL LOSS

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

DATE	PAY THIS AMOUNT
12-19-2014	** 9,955.14**

NINE COMMA NINE FIVE FIVE PERIOD ONE FOUR

Wells Fargo Bank, N.A.

Pay Only>

SOURCE
7-CLAIMS-CHECK
RXE

Texas Farm Bureau Casualty Insurance Company

Authorized Signature

Pay to the Order Of

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

⑈7179662⑈ ⑆041203824⑆ 9600011314⑈

Texas Farm Bureau Casualty Insurance Co.

Check No.: 184033

Date:	Amount Paid:
12/30/2014	$ 1,324.61
Claim Number:	**Policy Number:**
767961	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.: 184033

Date:	Amount Paid:
12/30/2014	$ 1,324.61
Claim Number:	**Policy Number:**
767961	21138902

Payee Name and Address:

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

Form C04/0695 - RXE 00

TEXAS FARM BUREAU INSURANCE

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

56-382
412

7184033

NOT VALID AFTER ONE YEAR

DATE	PAY THIS AMOUNT
12-30-2014	** 1,324.61**

In Full Payment For REMAINDING AMOUNT OF TL

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

Wells Fargo Bank, N.A.

Pay Only>

1,324.61
ONE COMMA THREE TWO FOUR PERIOD SIX ONE

SOURCE
7-CLAIMS-CHECK
RXE
Texas Farm Bureau Casualty Insurance Company

Pay to the Order Of
HIDALGO COUNTY
9805 N 10TH ST
MCALLEN, TX 78504-9529

Authorized Signature

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

⑈7184033⑈ ⑆041203824⑆ 9600011314⑈

Maida Alvarez

From: Lauro Torres [lauro.torres@co.hidalgo.tx.us]
Sent: Thursday, November 13, 2014 4:52 PM
To: Aida Alvarez
Subject: Fwd: Total Loss of Vehicle

FYI

Lauro Torres
Administrative Assistant IV
County of Hidalgo Executive Office
2818 S. Business Hwy. 281, Admin Bldg.
Edinburg, TX. 78539
(956) 292-7030 ext. 5604 - Office
(956) 318-2658- Fax
lauro.torres@co.hidalgo.tx.us

From: "Raul Escamilla" <REscamilla@txfb-ins.com>
To: "lauro.torres@co.hidalgo.tx.us" <lauro.torres@co.hidalgo.tx.us>
Sent: Thursday, November 13, 2014 4:30:54 PM
Subject: Total Loss of Vehicle

Mr. Torres,

As per our telephone conversation I am informing you of the total loss amount of the police vehicle involved in an accident with one of our insured. Please see below:

Actual cash value: $21,193.89
Taxes @ 6.25%: $1,324.61
Total Amount: $22,518.50
Less amount already paid: $11,238.75

Amount due: $11,279.75

Please contact me if you have any questions or concerns. Thank you.

Raul Escamilla
CLAIMS REPRESENATIVE

T 956.787.8844
F 866.210.6837
M 956.342.2299
E Rescamilla@txfb-ins.com

507 E. Expressway 83
Pharr, TX 78577

WWW.TXFB-INS.COM

Texas Farm Bureau Insurance received the highest numerical score among auto insurance providers in Texas in the proprietary J.D. Power 2012-2014 U.S. Auto Insurance Studies SM (Central Region in 2012). 2014 Study based on 44,661 total responses measuring 8 providers in Texas and measures opinions of consumers with their auto insurance provider. Proprietary study results are based on experiences and perceptions of consumers surveyed March-April 2014. Your experiences may vary. Visit jdpower.com. © 2014 Texas Farm Bureau Insurance Companies.

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J.D. POWER
McGRAW HILL FINANCIAL

mitchell

Vehicle Valuation Report

Prepared for: TEXAS FARM BUREAU INS. CO.

Summary

Claim Information

Claim Number:	76796109-04
Policy Number:	
Claimant:	Hidalgo County
Version #:	1
Coverage Type of Loss:	COLLISION
Loss Date:	09/10/2014
Reported Date:	
Valuation Report Date:	11/05/2014 14:26:14
Valuation Report ID:	7152456

Vehicle Information

Loss Vehicle:	2011 CHEVROLET SILVERADO 1500 WT CREW CAB PKP 4.8L 8 Cyl Flexible A 4WD
VIN:	3GCPKPEA8BG224540
Mileage:	62,063 miles
Title History:	No
Location:	TX 78504
Exterior Color:	Summit White
License Plate:	1091480, Texas

Valuation Summary

Base Value:	**$21,193.89**
Loss Vehicle Adjustments	
Condition Adjustment:	$0.00
Prior Damage Adjustment:	$0.00
After Market Parts Adjustment:	$0.00
Refurbishment Adjustment:	$0.00
Title History Adjustment:	$0.00
Market Value:	$21,193.89

Title History Comments:

AI -48051 **Executive Office** **7. J.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from Peachtree Casualty Insurance Company in the amount of $1,004.68 to settle auto accident with County vehicle. (Fire Marshal)

BACKGROUND

DOI: 10/29/14 4-1100-360-00-000-005-0-000

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-360-00-000-005-0-000

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

BUDGETARY IMPACT:

GEN FUND-MISC REV-INSURANCE CLAIMS

Attachments

Peachtree Insurance Co Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/12/2015 03:39 PM
Purchasing Department	Monica Badillo	01/16/2015 06:30 PM
Form Started By: Aida Alvarez		Started On: 01/12/2015 10:34 AM
Final Approval Date: 01/16/2015		

Atlanta Claims Office
TX Claims Escrow Account

Check Number: **102296**

44615754THEXAS2 — The City of Hildalgo Texas — Check Date: 01/05/2015

Claim Number	Invoice Number	Date	Description	Paid Amount
44615754	446900	01/05/2015	PD pymnt for cv	$1,004.68

Total Check: $1,004.68

Peachtree Casualty Insurance Company — *TX Claims Escrow Account*

980 Hammond Drive, Suite 750
Atlanta, GA 30328

Claim Number: 44615754

California Bank & Trust
16912 Via De Santa Fe
Rancho Santa Fe, CA 92067-2575
90-3210/1222

102296

DATE: Jan 5, 2015

AMOUNT: $1,004.68

Pay One Thousand Four Dollars and 68 Cents

to the Order of The City of Hildalgo Texas

The City of Hildalgo Texas
9805 North 10th st
McAllen, TX 78504-0000

Andrew M. Kendall

⑈102296⑈ ⑆122232109⑆ 2370014271

COLLISION MASTERS - EDINBURG

"Your Vehicle is your 2nd biggest investment, we make it our 1st!"

11700 N Rooth Rd, Edinburg, TX 78541
Phone: (956) 380-3368
FAX: (956) 380-0822

Workfile ID: 58cd2d37
Federal ID: 74-3006750
Resale Number: 320-03404541

Preliminary Estimate

Customer: URESTE, TOMMY

Written By: Cruz Garcia

Insured: URESTE, TOMMY
Type of Loss:
Point of Impact: 06 Rear

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
URESTE, TOMMY
1124 M ROAD
EDINBURG, TX 78542
(956) 318-2656 Business

Inspection Location:
COLLISION MASTERS - EDINBURG
11700 N Rooth Rd
Edinburg, TX 78541
Repair Facility
(956) 380-3368 Business

Insurance Company:

VEHICLE

Year:	2014	Body Style:	4D UTV	VIN:	1GNLC2E05ER198626	Mileage In:	
Make:	CHEV	Engine:	8-5.3L-FI	License:		Mileage Out:	
Model:	TAHOE 4X4 LS	Production Date:		State:		Vehicle Out:	
Color:	Int:	Condition:		Job #:			

TRANSMISSION
Automatic Transmission
Overdrive
4 Wheel Drive

POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat
Power Adjustable Pedals

DECOR
Dual Mirrors
Body Side Moldings
Privacy Glass
Console/Storage

CONVENIENCE
Air Conditioning
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Climate Control
Dual Air Condition
Backup Camera w/Parking Sensors
Remote Starter

RADIO
AM Radio
FM Radio
Stereo
Search/Seek
CD Player
Auxiliary Audio Connection
Satellite Radio

SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Hands Free Device

ROOF
Luggage/Roof Rack

SEATS
Cloth Seats
Bucket Seats
3rd Row Seat

WHEELS
Aluminum/Alloy Wheels

PAINT
Clear Coat Paint

TRUCK
Trailer Hitch
Trailering Package
Running Boards/Side Steps

Customer: URESTE, TOMMY

Vehicle: 2014 CHEV TAHOE 4X4 LS 4D UTV 8-5.3L-FI

Line	Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**REAR BUMPER**						
2		O/H bumper assy				1.7	
3	Repl	Bumper cover w/o reverse sensing system	20951794	1	543.93	Incl.	3.4
4		Add for Clear Coat					1.4
5	R&I	Step pad				Incl.	
		SUBTOTALS			**543.93**	**1.7**	**4.8**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				543.93
Body Labor	1.7 hrs	@	$ 40.00 /hr	68.00
Paint Labor	4.8 hrs	@	$ 40.00 /hr	192.00
Paint Supplies	4.8 hrs	@	$ 30.00 /hr	144.00
Subtotal				947.93
Sales Tax	$ 687.93	@	8.2500 %	56.75
Grand Total				**1,004.68**
Deductible				0.00
CUSTOMER PAY				**0.00**
INSURANCE PAY				**1,004.68**

AI -48153 **Executive Office** **7. K.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Valde Guerra, EXECUTIVE OFFICE

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion and possible action regarding colonia conventional lighting program initiated by Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/16/2015 04:01 PM
Purchasing Department	Monica Badillo	01/16/2015 06:31 PM

Form Started By: Monica Badillo Started On: 01/16/2015 09:25 AM

Final Approval Date: 01/16/2015

AI -48010 **Constables** **8. A.**

CC - REGULAR

Meeting Date: 01/20/2015

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

Department: CONSTABLE PCT. #2

Information

CAPTION

Constable Pct. #2: Presentation and discussion of the 2014 Racial Profiling Report as presented by the Hidalgo County Constable Pct. 2 Office, in accordance with Article 2.133 of the Texas Code of Criminal Procedure.

BACKGROUND

Fiscal Impact

Attachments

Report
Code

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/08/2015 03:34 PM
Purchasing Department	Monica Badillo	01/16/2015 06:30 PM

Form Started By: Roxanne De La Cruz Started On: 01/08/2015 11:35 AM

Final Approval Date: 01/16/2015

TIER 2- FULL RACIAL PROFILING REPORT

Agency Name: HIDALGO CO. CONSTABLE PCT 2
Reporting Date: January 1, 2014-December 31, 2014
TCLEOSE Agency Number: 215102
Chief Administrator MARTIN CANTU
AGENCY CONTACT INFORMATION: Phone: 956-784-3510
Mailing Address:
300 West Hall Acres Ste "E"
Pharr, TX 78577
armando.campos@co.hidalgo.tx.us

This agency filed a full report because: Our agency has no motor vehicle video/audio equipment

Certification to This Report 2.132 (Tier 2)-Full Report

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling Hidalgo County Constable's Office has adopted a detailed written policy on racial profiling. Our policy:

(1) clearly defines acts constituting racial profiling;
(2) strictly prohibit peace officers employed by the Hidalgo County Constable's Office from engaging in racial profiling;
(3) implements a process by which an individual may file a complaint with the Hidalgo County Constable's Office if, the individual believes that a peace officer employed by the Hidalgo County Constable's Office has engaged in racial profiling with respect to the individual;
(4) provides public education relating to the agency's complaint process;
(5) requires appropriate corrective action to be taken against a peace officer employed by the Hidalgo County Constable's Office who, after an investigation, is shown to have engaged in racial profiling in violation of the Hidalgo County Constable's Office policy adopted under this article;
(6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:

(A) the race or ethnicity of the individual detained;
(B) whether a search was conducted and, if so, whether the individual detained consented to the search; and
(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and
(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

I certify these policies are in effect.

Executed by: **Martin N. Cantu**
Chief administrator
Hidalgo County Constable Pct. 2

Hidalgo Co. Constable's Office Pct. 2 Motor Vehicle Racial Profiling Information

Gender:

1. **261** Female
2. **400** Male

3. **661 Total (**3, 10, 13, 18, 21, 40 and 51 must be equal)

Race or Ethnicity:

4. **0** African
5. **0** Asian
6. **12** Caucasian
7. **649** Hispanic
8. **0** Middle Eastern
9. **0** Native American

10. **661 Total (**3, 10, 13, 18, 21, 40 and 51 must be equal)

Race or Ethnicity known prior to stop?

11. **0** Yes
12. **661** No

13**. 661 Total (**3, 10, 13, 18, 21, 40 and 51 must be equal)

Reason for stop?

14. **16** Violation of law other than traffic
15. **0** Pre-existing knowledge (i.e. warrant)
16. **451** Moving Traffic Violation
17. **194** Vehicle Traffic Violation (Equip, Inspection or Registration)

18. **661 Total (**3, 10, 13, 18, 21, 40 and 51 must be equal)

Search conducted?

19. **3** Yes
20. **658** No

21. **661 Total**

Reason for search?

22. **3** Consent
23. **0** Contraband/Evidence in plain sight
24. **0** Probable cause or reasonable suspicion
25. **0** Inventory search performed as result of towing
26. **0** Incident to arrest/warrant

27. **3 Total** (must equal line 19)

Contraband discovered?

28. **0** Yes
29. **3** No

30. **3 Total** (must equal line 19)

Description of contraband

31. **0** Illegal drugs/drug paraphernalia
32. **0** Currency
33. **0** Weapons
34. **0** Alcohol
35. **0** Stolen property
36. **0** Other

37. **0 Total** (must equal line 28)

Arrest result of stop or search:

38. **0** Yes
39. **661** No

40. **661 Total (**3, 10, 13, 18, 21, 40 and 51 must be equal)

Arrest based on:

41. **0** Violation of the penal Code
42. **0** Violation of a Traffic Law
43. **0** Violation of City Ordinance
44. **0** Outstanding Warrant

Street address or approximate location of the stop:

45. **421** City Street
46. **5** US Highway
47. **235** County Road
48. **0** Private Property or Other

Written warning or a citation as a result of the stop:

49. **661** Yes
50. **0** No

51. **661 Total** (3, 10, 13, 18, 21, 40 and 51 must be equal)

HIDALGO COUNTY CONSTABLE'S OFFICE PCT. 2 has submitted electronically the analysis PDF format required by 2.134 CCP(c) which contains

(1) a comparative analysis of the information compiled under Article 2.133 to:
(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; and
(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and
(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

I certify the analysis meets the above requirements.

Executed by: **MARTIN N. CANTU**
Chief Administrator
Hidalgo County Constable Pct. 2

under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001. Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172, Sec. 25, eff. September 1, 2009.

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE STOPS. (a) In this article, "race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search and a description of the contraband or evidence;

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;

(6) whether the officer made an arrest as a result of the

stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a written warning or a citation as a result of the stop.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001. Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172, Sec. 26, eff. September 1, 2009.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED. (a) In this article:

(1) "Motor vehicle stop" has the meaning assigned by Article 2.132(a).

(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each law enforcement agency shall submit a report containing the incident-based data compiled during the previous calendar year to the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency.

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; and

AI -48013 **Constables** **8. B.**

CC - REGULAR

Meeting Date: 01/20/2015

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

Department: CONSTABLE PCT. #2

Information

CAPTION

Constable Pct. #2: Requesting authorization for the County Judge to execute the 2015 Equitable Sharing Agreement and Certification Report

BACKGROUND

Fiscal Impact

Attachments

revised agree

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/08/2015 04:05 PM
Purchasing Department	Monica Badillo	01/16/2015 06:30 PM

Form Started By: Roxanne De La Cruz Started On: 01/08/2015 02:15 PM

Final Approval Date: 01/16/2015

Please wait...

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For more assistance with Adobe Reader visit http://www.adobe.com/go/acrreader.

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AI -48014 **Constables** **8. C.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Horaldo Sanchez, CONSTABLE PCT. #4

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct. 4: Presentation and discussion of 2014 Racial Profiling Report as presented by Hidalgo County Constable Precinct 4 Department in accordance with Article 2.134 of the Texas Code of Criminal Procedures.

BACKGROUND

Fiscal Impact

Attachments

Tier2
Report
Code
report

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/09/2015 08:46 AM
Purchasing Department	Monica Badillo	01/16/2015 06:30 PM
Form Started By: Nayla Munoz		Started On: 01/08/2015 02:20 PM
Final Approval Date: 01/16/2015		

TIER 2 - FULL RACIAL PROFILING REPORT

Agency Name:	HIDALGO COUNTY CONSTABLE PRECINCT 4
Reporting Date:	1/8/2015
TCOLE Agency Number:	215104
Chief Administrator:	ATANACIO "JR" GAITAN
Agency Contact Information:	

Phone: 9563838560
Email: atanaico.gaitan@co.hidalgo.tx.us
Mailing Address:
2814 S. Business Highway 281
Edinburg, Texas 78539

This Agency filed a full report because: Our agency has no motor vehicle or audio equipment.

Certification to This Report 2.132 (Tier 2) – Full Report

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling
HIDALGO COUNTY CONSTABLE PCT. 4 has adopted a detailed written policy on racial profiling. Our policy:

(1) clearly defines acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the HIDALGO COUNTY CONSTABLE PCT. 4 from engaging in racial profiling;

(3) implements a process by which an individual may file a complaint with the HIDALGO COUNTY CONSTABLE PCT. 4 if the individual believes that a peace officer employed by the HIDALGO COUNTY CONSTABLE PCT. 4 has engaged in racial profiling with respect to the individual;

(4) provides public education relating to the agency's complaint process;

(5) requires appropriate corrective action to be taken against a peace officer employed by the HIDALGO COUNTY CONSTABLE PCT. 4 who, after an investigation, is shown to have engaged in racial profiling in violation of the HIDALGO COUNTY CONSTABLE PCT. 4's policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:

(A) the race or ethnicity of the individual detained;

(B) whether a search was conducted and, if so, whether the individual detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before Page 1 of 5 pages submitted electronically to the Texas Commission on Law Enforcement

(D) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under subdivision (6) to:

(A) the Commission on Law Enforcement; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

I certify these policies are in effect.

Executed by: ***ATANACIO "J.R." GAITAN***
Chief Administrator
HIDALGO COUNTY CONSTABLE PCT. 4

Date: 1/8/2015

Racial Profiling Reporting
(Tier 2)

(State of Texas Mandatory Form)

Instructions: Please fill out all boxes. If zero use 0.
1. Total on lines 3, 10, 13, 18, 21, 40, and 51 Must be equal
2. Total on lines 27 and 30 Must equal line 19

Gender:						
	1.	225	Female			
	2.	496	Male			
				3.	721	**Total**
Race or Ethnicity:						
	4.	4	African			
	5.	1	Asian			
	6.	48	Caucasian			
	7.	667	Hispanic			
	8.	1	Middle Eastern			
	9.	0	Native American			
				10.	721	**Total**
Race or Ethnicity known prior to stop?						
	11.	2	Yes			
	12.	719	No			
				13.	721	**Total**
Reason for stop:						
	14.	0	Violation of law other than traffic			
	15.	0	Pre-existing knowledge (i.e warrant)			
	16.	0	Moving Traffic Violation			
	17.	0	Vehicle Traffic Violation (Equipment, Inspection or Registration)			
				18.	0	**Total**

Racial Profiling Reporting
(Tier 2)

Search Conducted?						
	19.	2	Yes			
	20.	719	No			
				21.	721	**Total**
Reason for search: **(choose 1 for each search)**						
	22.	1	Consent			
	23.	0	Contraband/evidence in plain sight			
	24.	0	Probable cause or reasonable suspicion			
	25.	0	Inventory search performed as result of towing			
	26.	1	Incident to arrest/warrant			
	27.	2	**Total Must equal #19**			
Contraband discovered?						
	28.	0	Yes			
	29.	2	No			
	30.	2	**Total Must equal #19**			
Description of Contraband: (Chose only One)						
	31.	0	Illegal drugs/drug paraphernalia			
	32.	0	Currency			
	33.	0	Weapons			
	34.	0	Alcohol			
	35.	0	Stolen property			
	36.	0	Other			
	37.	0	**Total Must equal #28**			
Arrest result of stop or search:						
	38.	3	Yes			
	39.	718	No			
				40.	721	**Total**

Arrest based on:						
	41.	0	Violation of the Penal Code			
	42.	0	Violation or a Traffic Law			
	43.	0	Violation of a City Ordinance			
	44.	0	Outstanding Warrant			
Street address or approximate location of the stop:						
	45.	0	City Street			
	46.	0	US Highway			
	47.	0	County Road			
	48.	0	Private Property or Other			
Written warning or a citation as a result of the stop:						
	49.	307	Yes			
	50.	414	No			
				51.	721	**Total**

Please submit electronically the analysis in PDF format required by 2.134 CCP(c) which contains:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; and

(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

This analysis meets the above requirements		
	Chief Administrator	Date

under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001. Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172, Sec. 25, eff. September 1, 2009.

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE STOPS. (a) In this article, "race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search and a description of the contraband or evidence;

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;

(6) whether the officer made an arrest as a result of the

stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a written warning or a citation as a result of the stop.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001. Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172, Sec. 26, eff. September 1, 2009.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED. (a) In this article:

(1) "Motor vehicle stop" has the meaning assigned by Article 2.132(a).

(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each law enforcement agency shall submit a report containing the incident-based data compiled during the previous calendar year to the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency.

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; and

TIER 2 - FULL RACIAL PROFILING REPORT

Agency Name:	HIDALGO CO. CONST. PCT. 4
Reporting Date:	01/13/2015
TCOLE Agency Number:	215104
Chief Administrator:	ATANACIO GAITAN
Agency Contact Information:	Phone: 956-383-8560 Email: horaldo.sanchez@co.hidalgo.tx.us Mailing Address: HIDALGO CO. CONST. PCT. 4 2814 s. Business highway 281 Edinburg, Tex 78539

This Agency filed a full report because:
Our agency has no motor vehicle or audio equipment.

Certification to This Report 2.132 (Tier 2) – Full Report

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling
HIDALGO CO. CONST. PCT. 4 has adopted a detailed written policy on racial profiling. Our policy:

(1) clearly defines acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the HIDALGO CO. CONST. PCT. 4 from engaging in racial profiling;

(3) implements a process by which an individual may file a complaint with the HIDALGO CO. CONST. PCT. 4 if the individual believes that a peace officer employed by the HIDALGO CO. CONST. PCT. 4 has engaged in racial profiling with respect to the individual;

(4) provides public education relating to the agency's complaint process;

(5) requires appropriate corrective action to be taken against a peace officer employed by the HIDALGO CO. CONST. PCT. 4 who, after an investigation, is shown to have engaged in racial profiling in violation of the HIDALGO CO. CONST. PCT. 4's policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:

(A) the race or ethnicity of the individual detained;

(B) whether a search was conducted and, if so, whether the individual detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

I certify these policies are in effect.

Executed by: ***ATANACIO GAITAN***
Chief Administrator

HIDALGO CO. CONST. PCT. 4

Date: 01/13/2015

HIDALGO CO. CONST. PCT. 4 Motor Vehicle Racial Profiling Information

Gender:

1. **225** Female
2. **496** Male

3. **721** **Total** (3, 10, 13, 18, 21, 40 and 51 must be equal)

Race or Ethnicity:

4. **4** African
5. **1** Asian
6. **48** Caucasian
7. **667** Hispanic
8. **1** Middle Eastern
9. **0** Native American

10. **721** **Total** (3, 10, 13, 18, 21, 40 and 51 must be equal)

Race or Ethnicity known prior to stop?

11. **2** Yes
12. **719** No

13. **721** **Total** (3, 10, 13, 18, 21, 40 and 51 must be equal)

Reason for stop:?

14. **0** Violation of law other than traffic
15. **0** Pre-existing knowledge (i.e. warrant)
16. **607** Moving Traffic Violation
17. **114** Vehicle Traffic Violation (Equipment, Inspection or Registration)

18. **721** **Total** (3, 10, 13, 18, 21, 40 and 51 must be equal)

Search conducted?

19. **2** Yes
20. **719** No

21. **721 Total**

Reason for search?

22. **2** Consent
23. **0** Contraband/evidence in plain sight
24. **0** Probable cause or reasonable suspicion
25. **0** Inventory search performed as result of towing
26. **0** Incident to arrest/warrant

27. **2 Total** (must equal line 19)

Contraband discovered?

28. **0** Yes
29. **2** No

30. **2 Total** (must equal line 19)

Description of Contraband

31. **0** Illegal drugs/drug paraphernalia
32. **0** Currency
33. **0** Weapons
34. **0** Alcohol
35. **0** Stolen property
36. **0** Other

37. **0 Total** (must equal line 28)

Arrest result of stop or search:

38. **2** Yes
39. **719** No

40. **721 Total** (3, 10, 13, 18, 21, 40 and 51 must be equal)

Arrest based on:

41. **0** Violation of the Penal Code
42. **2** Violation of a Traffic Law
43. **0** Violation of City Ordinance
44. **0** Outstanding Warrant

Street address or approximate location of the stop:

45. **93** City Street
46. **184** US Highway
47. **439** County Road
48. **5** Private Property or Other

Written warning or a citation as a result of the stop:

49. **307** Yes
50. **414** No

51. **721 Total**

HIDALGO CO. CONST. PCT. 4 has submitted electronically the analysis in PDF format required by 2.134 CCP(c) which contains

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; and

(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

I certify the analysis meets the above requirements.

Executed by: ***ATANACIO GAITAN***
Chief Administrator

HIDALGO CO. CONST. PCT. 4

Date: 01/13/2015

AI -48017 **Constables** **8. D.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Horaldo Sanchez, CONSTABLE PCT. #4

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct. 4: Requesting authorization for the County Judge to execute the 2014 Equitable Sharing Agreement and Certification Report.

BACKGROUND

Fiscal Impact

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/09/2015 09:01 AM
Purchasing Department	Monica Badillo	01/16/2015 06:30 PM
Form Started By: Nayla Munoz		Started On: 01/09/2015 08:54 AM
Final Approval Date: 01/16/2015		

OMB Number 1123-0011
Expires 9-30-2014

Equitable Sharing Agreement and Certification

◯ Police Department ◯ Sheriff's Office ◯ Task Force (Complete Table A)
◯ Prosecutor's Office ◯ National Guard Counterdrug Unit ◉ Other

** Please fill each required field. Hover mouse over any fillable field for pop-up instructions. **

Agency Name: HIDALGO COUNTY CONSTABLE PRECINCT 4

NCIC/ORI/Tracking Number: T X 1 0 8 1 6 0 0

Mailing Address: 2814 S. BUSINESS HIGHWAY 281

City: EDINBURG **State:** TX **Zip:** 78539

Finance Contact: First: NORMA Last: GARCIA
Phone: 956-318-2506 E-mail: norma.garcia@treasurer.co.hidalgo.tx.us

Preparer: First: HORALDO Last: SANCHEZ
☐ Same as Finance Contact Phone: 956-383-8560 E-mail: horaldo.sanchez@co.hidalgo.tx.us

Independent Public Accountant: E-mail: rickylongoria@bmctexas.com

Last FY End Date: 12/31/2014 **Agency Current FY Budget:** $1,202,781.31

◯ **New Participant:** Read the Equitable Sharing Agreement and sign the Affidavit.

◉ **Existing Participant:** Complete the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.

◯ **Amended Form:** Revise the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds[1]	Treasury Funds[2]
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)		$38,981.04
2	Federal Sharing Funds Received		
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (To populate, complete Table B)		
4	Other Income		
5	Interest Income Accrued — Non-Interest Bearing ◉ / Interest Bearing ◯		
6	Total Equitable Sharing Funds (total of lines 1 - 5)	$0.00	$38,981.04
7	Federal Sharing Funds Spent (total of lines a - m below)	$0.00	$32,050.74
8	Ending Balance (difference between line 7 and line 6)	$0.00	$6,930.30

[1] Justice Agencies are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

[2] Treasury Agencies are: IRS, ICE, CBP, TTB, USSS, and USCG.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Total spent on salaries under permitted salary exceptions		
b	Total spent on overtime		
c	Total spent on informants, "buy money", and rewards		
d	Total spent on travel and training		$1,586.40
e	Total spent on communications and computers		
f	Total spent on weapons and protective gear		
g	Total spent on electronic surveillance equipment		
h	Total spent on buildings and improvements		
i	Total transfers to other participating state and local law enforcement agencies (To populate, complete Table C)		
j	Total spent on other law enforcement expenses (To populate, complete Table D)		$30,464.34
k	Total Expenditures in Support of Community-Based Programs (To populate, complete Table E)		
l	Total Windfall Transfers (To populate, complete Table F)		
m	Total spent on matching grants (To populate, complete Table G)		
n	**Total**	$0.00	$32,050.74
o	Did your agency receive non-cash assets? ◯ Yes ◉ No If yes, complete Table H.		

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number

Table B: Equitable Sharing Funds Received from other Agencies

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name:		
NCIC/ORI/Tracking Number:		

Table C: Equitable Sharing Funds Transferred to Other Agencies

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name:		
NCIC/ORI/Tracking Number:		

Table D: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds
Vehicles (2); Vehicle Equipment (for both vehicles purchased); Training; Installation Services; Paint Job; Copsync; Snake Guards; Batteries; Flashers; Monocular; Decals; Jump Start Power Supply		$30,464.34

Table E: Expenditures in Support of Community-Based Programs

Recipient	Justice Funds	

Table F: Windfall Transfers

Recipient	Justice Funds	Treasury Funds

Table G: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table H: Other Non-Cash Assets Received

Source	Description of Asset
Justice ◯ Treasury ◯	

Table I: Civil Rights Cases

Name of Case	Type of Discrimination Alleged			
	☐ Race	☐ Color	☐ National Origin	☐ Gender
	☐ Disability	☐ Age	☐ Other _____	

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, 1400 New York Avenue, N.W., Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies.
By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal Equitable Sharing Program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. **Submission.** This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature submitted by fax. This will constitute submission to the Department of Justice and the Department of the Treasury.

2. **Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. **Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide),* and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide).*

4. **Transfers.** Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of the Treasury, depending on the source of the funds, that the receiving agency is a current and compliant Equitable Sharing Program participant.

5. **Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal equitable sharing account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public funds as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide,* including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides,* depending on the source of the funds/property.

6. **Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

Affidavit - Existing Participant

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above? ○ **Yes** ◉ **No**

If you answered yes to the above question, complete Table I

Agency Head		**Governing Body Head**	
Signature:		Signature:	
Name:	ATANACIO "J.R." GAITAN	Name:	RAMON GARCIA
Title:	CONSTABLE	Title:	COUNTY JUDGE
Date:		Date:	
E-mail:	atanacio.gaitan@co.hidalgo.tx.us	E-mail:	ramon.garcia@co.hidalgo.tx.us

Subscribe to Equitable Sharing Wire:
The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

Final Instructions:

Step 1: Click to save for your records
Step 2: Click to save in XML format
Step 3: Email the XML file to aca.submit@usdoj.gov
Step 4: Scan & email this Affidavit to aca.affidavit@usdoj.gov
(Email subject line must include Agency NCIC/ORI Code)

FOR AGENCY USE ONLY

Entered by _____

Entered on _____

○ FY End: 12/31/2014

Date Printed: January 09, 2015 08:51

◉ NCIC: TX1081600 Agency: HIDALGO COUNTY CONSTABLE PRECINCT 4 Phone: 956-383-8560

○ State: TX Preparer: HORALDO SANCHEZ E-mail: horaldo.sanchez@co.hidalgo.tx.us

AI -48115 **Human Resources** **9. A.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Esther Cortez, HUMAN RESOURCES/CIVIL SERVICE

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Elections Department (1100):
1. Discussion, consideration and approval to create the following temporary full-time positions not to exceed six (6) months:

Slot#	Position Title	Proposed Budgeted Salary/Hourly Rate
T166	Elections Clerk	$10,504.00/yr - $10.10/hr
T167	Elections Clerk	$10,504.00/yr - $10.10/hr
T168	Elections Clerk	$10,504.00/yr - $10.10/hr
T169	Elections Clerk	$10,504.00/yr - $10.10/hr
T170	Elections Clerk	$10,504.00/yr - $10.10/hr
T171	Elections Clerk	$10,504.00/yr - $10.10/hr

2. Approval of intradepartmental transfer.
3. Approval to revise the salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-414-00-130-001-0-XXX

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

BUDGETARY IMPACT:

SALARIES & FRINGE BENEFITS WILL BE FUNDED FROM POLL WORKERS (5-1100-414-00-130-001-0-123).

Attachments

FISCAL NOTE
TRANSFER
PARS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/16/2015 08:44 AM
Rosalinda Cantu	Rosie Cantu	01/16/2015 04:33 PM
Purchasing Department	Monica Badillo	01/16/2015 06:31 PM

Form Started By: Diana Munoz Started On: 01/14/2015 03:05 PM

Final Approval Date: 01/16/2015

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, January 20, 2015 Agenda Item: 48115

Summary of request/proposal:
Elections Dept (1100):
Discussion, consideration and approval to create the following six (6) temporary full time positions, not to exceed six (6) months:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	ELECTIONS CLERK	T166	121	0.00	10,504.00	10,504.00
1100	ELECTIONS CLERK	T167	121	0.00	10,504.00	10,504.00
1100	ELECTIONS CLERK	T168	121	0.00	10,504.00	10,504.00
1100	ELECTIONS CLERK	T169	121	0.00	10,504.00	10,504.00
1100	ELECTIONS CLERK	T170	121	0.00	10,504.00	10,504.00
1100	ELECTIONS CLERK	T171	121	0.00	10,504.00	10,504.00
				0.00	63,024.00	63,024.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-414-00-130-001-0-	121	ELECTIONS DEPT	TEMP F/T EMPLOYEES	$63,024.00
5-1100-414-00-130-001-0-	211	ELECTIONS DEPT	HEALTH INSURANCE	$0.00
5-1100-414-00-130-001-0-	212	ELECTIONS DEPT	LIFE INSURANCE	$0.00
5-1100-414-00-130-001-0-	220	ELECTIONS DEPT	FICA	$4,821.34
5-1100-414-00-130-001-0-	230	ELECTIONS DEPT	RETIREMENT	$0.00
5-1100-414-00-130-001-0-	250	ELECTIONS DEPT	UNEMPLOYMENT COMP	$378.14
5-1100-414-00-130-001-0-	260	ELECTIONS DEPT	WORKER'S COMP	$132.35
			2015 Budgetary Impact	$68,355.83

2016 Budgetary Impact: $68,355.83

Possible Funding Sources: WITHIN DEPTS 2015 BUDGET. PENDING CC APPROVAL OF INTRA DEPARTMENTAL TRANSFER.

Comments:

Hidalgo Co. Budget Office
2/3/2005

DATE: January 20, 2015

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for ELECTIONS DEPARTMENT

ACCOUNT NUMBER: 5-1100-414-00-130-001-0-

2015
Transfer

AI- 48115

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
123	ELECTION POLL WORKERS	121	TEMP F/T EMPLOYEES	63,024.00
123	ELECTION POLL WORKERS	220	FICA	4,821.34
123	ELECTION POLL WORKERS	250	UNEMPLOYMENT COMP	378.14
123	ELECTION POLL WORKERS	260	WORKER'S COMP	132.35
			TOTAL	$ 68,355.83

REASON:
TO FUND SIX(6) TEMPORARY FULL TIME POSITIONS NOT TO EXCEED SIX (6) MONTHS.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 13 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Elections Department / 130 **DATE:** 1-9-2015

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

REQUESTED POSITION TITLE: Elections Clerk (Temporary) T166 — T171
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ ~~9560~~ 10,504.00 x 6 positions (Proposed Budgeted Salary) $ ~~57,360~~ $63,024.00 (Net Change)

Position to be funded from one of the following:

*changes applied as per 2015 Budget. Pc

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

☐ Other _____

POSITION Type:

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

~~$ 9.1923~~ $10.10

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

Enter hourly rate for temp. positions

$ ~~9560 x 6 positions = $57,360~~ $10.10 X 1040 = $10,504.00 x 6 = $63,024.00
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

2-23-2015	6-30-2015	Mon. - Fri., 8am - 5pm	40	6 months
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

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

Six temporary positions are needed to prepare for upcoming elections in April. There are approximately 13 elections taking place throughout the County at that time and we have been notified of possible special elections for at least one school district in June.

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

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	1-9-2015 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	1/15/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	01/16/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY

ELECTIONS CLERK (TEMPORARY)

GENERAL DESCRIPTION

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

EXAMPLES OF WORK PERFORMED

Maintain accurate and up to date voter registration data files

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

Provide public assistance in responding to telephone calls

Assist public with request information and questions

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

Perform manual filing and scanning of voter applications and forms

Assist in data processing

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

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

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

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

Assist with setting up field system laptops

Assist with troubleshooting laptops, voting machines and other equipment

Assist with set up, delivery and maintenance of voting machines

Must have a basic understanding of Microsoft Office Software

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

Must be able to work nights and weekends as needed

Must have good writing and communication skills

Must be well organized

Must have basic filing skills

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

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

Performs such other duties as may be assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

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

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

Certificates, Licenses, & Registrations

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

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

Knowledge, Skills, and Abilities

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

Ability to communicate effectively with staff and the public

Must have good driving record

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

May be asked to climb a ladder

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

Must be able to work under stressful and demanding conditions

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

Regular attendance punctuality is a must

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

AI -48009 **Human Resources** **9. B.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Esther Cortez, HUMAN RESOURCES/CIVIL SERVICE

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Human Resources (1100):
1. Approval of the following personnel actions, effective next full pay period of 01/26/2015:

Action	Slot#	Dept/Program	Position Title	Budgeted Allowance Amount
Delete auto allowance	0002	190-002	Executive Assistant III	$3,500.00
Add auto allowance	0005	190-002	Human Resources Specialist III	$3,500.00

2. Approval to revise the salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-415-50-190-002-0-118

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

PAR form, Job Description & Auto Allowance Author. form

Fiscal Note

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/12/2015 10:51 AM
Rosalinda Cantu	Debbie Tamez	01/14/2015 03:33 PM
Human Resources	Diana Munoz	01/16/2015 02:26 PM
Rosalinda Cantu	Rosie Cantu	01/16/2015 04:21 PM
Obdett Calzada	Obdett Calzada	01/16/2015 05:01 PM

Purchasing Department	Monica Badillo	01/16/2015 06:31 PM
Form Started By: Diana Munoz		Started On: 01/08/2015 10:31 AM
Final Approval Date: 01/16/2015		

HIDALGO COUNTY, TEXAS
Auto Allowance Authorization Form

Department Name/Number: Human Resources / 190-002 Date: 12/10/2014

Position Title: Human Resources Specialist III Position Slot No. : 5

Position Status: ☐ Vacant ■ Current

If position status is vacant go to Justification for Auto Allowance Section

Employee Name: _____ Employee Number: 126322

Employee Driver License No.: _____

Auto Allowance Amount Request $3,500.00

Auto Allowance to be funded from one of the following:

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

VEHICLE INFORMATION

Year, Make, & Model: **2005 Dodge Stratus** Ins. Policy Number: C-PR1740141-09

VIN Registration No. : **4B3AG42G75E028356** Policy Holder's Name: _____

License Plate No. : CK6 Z577 Ins. Coverage Date: 10/31/14 thru 05/01/15

*Vehicle Insurance Provider: **CEM Insurance Company** Ins. Verified By: Sylvia Rios

*Employee should provide copy of current vehicle liability insurance policy and driver license to their respective department and to the Safety Division

JUSTIFICATION FOR AUTO ALLOWANCE

In the space provided below, please justify why the auto allowance is needed, in lieu of receiving the IRS current mileage reimbursement rate for In-County business use of personal vehicle.

Employee will be making rounds to the Administration Building and other destinations on a daily basis.

Employee Signature 12/10/14 Date

By signing this Auto Allowance Authorization Form, I understand that I will not be eligible to receive mileage reimbursement for using my personal vehicle for In-County business travel. I further understand that the Auto Allowance provided to me is subject to all applicable federal and state income taxes and will be included in my bi-weekly or semi-monthly paycheck (as applicable). The Auto Allowance amount is subject to change, upon Commissioners Court approval.

Esther A. Cortez, HR Director 12/10/2014 Date

Funding Available in Dept. Budget ■ YES ☐ NO

DBM XXX
Revised: April 2011

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 190-002 **DATE:** 12/08/2014

CURRENT POSITION TITLE: Human Resources Specialist III **CURRENT SLOT. #:** 0005

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Add Auto Allowance

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

POSITION SALARY REQUEST:

	Current Budgeted Salary	Proposed Budgeted Salary	Net Change
Salary Amount:	Salary $39,560 / $Allowance -0-	Salary $39,560 / $Allowance 3,500.00	Salary -0- / $Allowance 3,500.00

OE 12/12/14

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

Employee will be making rounds to the Administration Building or other destinations on a daily basis.

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

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	12/08/2014 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	12/08/2014 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	12/11/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 190-002 **DATE:** 12/08/2014

CURRENT POSITION TITLE: Executive Assistant III **CURRENT SLOT. #:** 0002

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:

Current Budgeted Salary	Proposed Budgeted Salary	Net Change
Salary $60,092 + Allowance $3,500.00	Salary $60,092 + Allowance -0-	Salary -0- + Allowance (3,500.00)

OE 12/12/14

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

$ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Employee will not be making rounds to the Administration Building or other destinations on a daily basis.

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

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	12/08/2014 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	12/8/2014 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	12/11/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY HUMAN RESOURCES DEPARTMENT

HUMAN RESOURCES SPECIALIST III

GENERAL DESCRIPTION

Performs complex (journey-level) human resources management work. Work involves administering a human resources management program and ensuring compliance with state and federal laws and regulations; May train others; May supervise the work of others; Works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Coordinates the recruitment of applicants and makes recommendations for selection

Coordinates human resources activities

Completes human resources-related surveys and questionnaires

Compiles and analyzes wage data

Prepares and maintains various human resources correspondence and reports

Provides advice and assistance on classification, recruitment, retention, compensation, benefits, leave provisions, employee relations, and salary administration matters

Counsels' staff on issues, rules, and regulations related to human resources management

Makes recommendations for changes to the Classification Plan, including additions, deletions, new classes, title changes, and reallocations

Conducts audits of human resources activities to ensure compliance with policies and procedures

Conducts workforce analyses and executes workforce plans and recruitment and retention strategies

Communicates and disseminates human resources policies and procedures

Assists in planning, developing, revising, and implementing human resources policies and procedures

May train others

May supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One (3) years experience in human resources management work

Graduation from an accredited four (4) year college or university with major course work in human resources management, business or public administration, or a related field

Experience and education may be substituted for one another

Knowledge, Skills, and Abilities

Knowledge of the principles and practices of human resources management; of compensation principles and practices; of job evaluation methods; and of federal, state, and local laws, statutes, and regulations

Skill in conducting interviews

Ability to evaluate applicant qualifications, to analyze job requirements, to prepare and revise job descriptions, and to explain policies and procedures to staff and the public, and to train others, and to supervise the work of others

PHYSICAL DEMANDS:

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

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

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

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, January 20, 2015 Agenda Item: 48009

Summary of request/proposal:
HUMAN RESOURCES (1100)-
APPROVAL TO REMOVE/ADD AUTO ALLOWANCE, EFFECTIVE 01/26/2015:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	EXECUTIVE ASSISTANT III	0002	118	3,500.00	0.00	(3,500.00)
1100	HR SPECIALIST III	0005	118	0.00	3,500.00	3,500.00
				3,500.00	3,500.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-415-50-190-002-0-	113	HUMAN RESOURCES-	REGULAR FULL TIME	$0.00
5-1100-415-50-190-002-0	118	HUMAN RESOURCES-	AUTO ALLOWANCE	$0.00
5-1100-415-50-190-002-0-	211	HUMAN RESOURCES-	HEALTH INSURANCE	$0.00
5-1100-415-50-190-002-0-	212	HUMAN RESOURCES-	LIFE INSURANCE	$0.00
5-1100-415-50-190-002-0-	220	HUMAN RESOURCES-	FICA	$0.00
5-1100-415-50-190-002-0-	230	HUMAN RESOURCES-	RETIREMENT	$0.00
5-1100-415-50-190-002-0-	250	HUMAN RESOURCES-	UNEMPLOYMENT COMP	$0.00
5-1100-415-50-190-002-0-	260	HUMAN RESOURCES-	WORKER'S COMP	$0.00
			2015 Budgetary Impact	$0.00

2016 Budgetary Impact: $0.00

Possible Funding Sources: No Budgetary impact.

Comments:

Hidalgo Co. Budget Office
2/3/2005

AI -47954 **Human Resources** **9. C.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Esther Cortez, HUMAN RESOURCES/CIVIL SERVICE

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Health & Human Services Division (1100) / Health Department Administration (1100):
1. Approval of the following personnel actions:

Action	Slot#	Dept/Program	Position Title	Current/Proposed Budgeted Salary
Delete	0035	240-001 Human Services Division	Coordinator III	$48,149.00
Create	0055	340-001 Health Dept Administration	Coordinator III	$48,149.00

2. Approval of interdepartmental transfer.
3. Approval to revise the salary schedule in accordance with Commissioners Court action.

BACKGROUND

Transfer funding from Human Services Department (240) to Health Administration (340).

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-444-00-240-001-0-XXX

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

BUDGETARY IMPACT:

No budgetary impact, funds will be transferred from Human Services (240-001) to Health Adm (340-001) via interdepartmental transfer.

Attachments

PAR forms & Job Desc
Interdepartmental Transfer
Fiscal Note

Form Review

Inbox **Reviewed By** **Date**

Budget & Management	Debbie Tamez	01/12/2015 10:49 AM
Obdett Calzada	Obdett Calzada	01/15/2015 03:12 PM
Rosalinda Cantu	Rosie Cantu	01/15/2015 05:19 PM
Purchasing Department	Monica Badillo	01/16/2015 06:30 PM

Form Started By: Diana Munoz Started On: 01/05/2015 04:28 PM

Final Approval Date: 01/16/2015

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN - 9 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HUMAN SERVICES DIVISION (240-001) DATE: 1/7/2015

CURRENT POSITION TITLE: **COORDINATOR III** CURRENT SLOT# : ~~001-~~0035

REQUESTED POSITION TITLE: NEW SLOT #

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other DELETE

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

POSITION SALARY REQUEST:

Salary Amount:	48,149.00	$ 0.00	$ (48,149.00)
	Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

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

This position is not needed under Dept. 240 (Human Services Division)

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	01/08/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	Esther A. Cortez/ng HUMAN RESOURCES DIRECTOR	1-9-15 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	01/14/2015 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN - 9 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HEALTH & HUMAN SERVICES (340-001) DATE: 1/9/2015

CURRENT POSITION TITLE: ~~COORDINATOR III~~ OE CURRENT SLOT# :

REQUESTED POSITION TITLE: **COORDINATOR III** NEW SLOT # ~~001~~ 0055 0XXX

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

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

POSITION SALARY REQUEST:

Salary Amount:	0.00	$	48,149.00	$	48,149.00
	Current G&S/ Budgeted Salary		Proposed G&S/ Budgeted Salary		Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other Transfer funding from Dept. 240 to Dept. 340 (Health & Human Services Dept.)

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

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

This position, previously budgeted under Human Services Division (dept. 240) is needed under Health & Human Services (dept. 340).

This position will perfom advanced program / division coordination work plans, develope, evaluate and oversee program and

service activities and provide technical assistance and support to program staff and outside parties. This activity is essential for proper

functional operation of various programs administered by the Health & Human Services Dept.

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

Will plan, develop, evaluate and oversee department programs and services offered;

See 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)

This slot is in essence being transferred from the Human Services (dept. 240) division to dept. 340.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	01/09/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2. HUMAN RESOURCES DIRECTOR	1-9-15 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	01/14/2015 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4. COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY HEALTH & HUMAN SERVICES

COORDINATOR III

GENERAL DESCRIPTION

Performs advanced (senior-level) program/department coordination work planning, developing, evaluating, and overseeing program or service activities and providing consultative services and technical assistance to program staff, governmental agencies, community organizations, or the public. May plan, assign, and/or supervise the work of others. Works under limited supervision, with considerable latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Plans, develops, evaluates, and oversees department programs and/or services offered

Develops, implements, and measures the outcomes of department initiatives

Develops policy and procedure manuals and implements rules and regulations for the department

Evaluates the applications and variations of programs to develop an action plan to improve the department

Evaluates research findings relative to department projects being developed

Evaluates information on service delivery system methods, outputs, and activities to identify gaps in resources, and recommends improvements

Oversees and evaluates surveys, inspections, or reviews to determine compliance with requirements, laws, regulations, policies, and procedures

Oversees the analysis of operations and reviews reports, recommendations, and justifications

Reviews performance reports and implements appropriate changes

Provides consultative services and technical assistance to plan, implement, and monitor effective programs and services

Act as a department liaison to community and professional groups to coordinate, improve, and stimulate interest in the assigned program or activities

May assign and/or supervise the work of others

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Four to five (4-5) years of experience in department coordination, business management, or a related field related to the specific program or department

Graduation from an accredited four (4) year college or university with a Bachelor's degree in public administration, management, or a field relevant to the assignment is required

Two (2) years of experience may be substituted for one (1) year of education

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

Certificates, Licenses & Registrations

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

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

Knowledge, Skills, and Abilities

Knowledge of local, state, and federal laws related to the program area; of public administration and management techniques; of statistical analysis processes; and of program planning and implementation

Ability to gather, assemble, correlate, and analyze facts; to devise solutions to problems; to prepare reports; to develop and evaluate policies and procedures; and to communicate effectively

Good verbal and written communication and presentation skills

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

DATE: January 20, 2015

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Health & Human Services

2015
Transfer

AI- 47954

ACCOUNT NUMBER: 5-1100-44X-00-X40-001-0-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				
5-1100-444-00-240-001-0	113	HUMAN SERVICES	REGULAR FULL TIME	(45,750.77)
5-1100-444-00-240-001-0	211	HUMAN SERVICES	HEALTH INSURANCE	(5,632.74)
5-1100-444-00-240-001-0	212	HUMAN SERVICES	LIFE INSURANCE	(35.69)
5-1100-444-00-240-001-0	220	HUMAN SERVICES	FICA	(3,499.93)
5-1100-444-00-240-001-0	230	HUMAN SERVICES	RETIREMENT	(4,863.31)
5-1100-444-00-240-001-0	250	HUMAN SERVICES	UNEMPLOYMENT COMP	(274.50)
5-1100-444-00-240-001-0	260	HUMAN SERVICES	WORKER'S COMP	(96.08)
TO				
5-1100-441-00-340-001-0	113	HEALTH ADM	REGULAR FULL TIME	45,750.77
5-1100-441-00-340-001-0	211	HEALTH ADM	HEALTH INSURANCE	5,632.74
5-1100-441-00-340-001-0	212	HEALTH ADM	LIFE INSURANCE	35.69
5-1100-441-00-340-001-0	220	HEALTH ADM	FICA	3,499.93
5-1100-441-00-340-001-0	230	HEALTH ADM	RETIREMENT	4,863.31
5-1100-441-00-340-001-0	250	HEALTH ADM	UNEMPLOYMENT COMP	274.50
5-1100-441-00-340-001-0	260	HEALTH ADM	WORKER'S COMP	96.08
		TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: **Interdepartmental transfer needed to cover the creation of one Coordinator III position. Funds are being transferred from Human Services to Health Administration. (Ref AI no. 47954)**

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

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, January 20, 2015 Agenda Item: 47954

Summary of request/proposal:
HUMAN SERVICES (1100)-
APPROVAL TO DELETE THE FOLLOWING FULL-TIME POSITION:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	COORDINATOR III	0035	113	48,149.00	0.00	(48,149.00)
				48,149.00	0.00	(48,149.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-444-00-240-001-0	113	HUMAN SERVICES	REGULAR FULL TIME	($45,750.77)
5-1100-444-00-240-001-0	211	HUMAN SERVICES	HEALTH INSURANCE	($5,632.74)
5-1100-444-00-240-001-0	212	HUMAN SERVICES	LIFE INSURANCE	($35.69)
5-1100-444-00-240-001-0	220	HUMAN SERVICES	FICA	($3,499.93)
5-1100-444-00-240-001-0	230	HUMAN SERVICES	RETIREMENT	($4,863.31)
5-1100-444-00-240-001-0	250	HUMAN SERVICES	UNEMPLOYMENT COMP	($274.50)
5-1100-444-00-240-001-0	260	HUMAN SERVICES	WORKER'S COMP	($96.08)
			2015 Budgetary Impact	($60,153.02)

2016 Budgetary Impact: ($63,306.20)

Possible Funding Sources: No budgetary impact, funds will be transferred via interdepartmental transfer.

Comments:

Hidalgo Co. Budget Office
2/3/2005

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, January 20, 2015 Agenda Item: 47954

Summary of request/proposal:
HEALTH ADM (1100)-
APPROVAL TO CREATE THE FOLLOWING FULL-TIME POSITION:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	COORDINATOR III	0055	113	0.00	48,149.00	48,149.00
				0.00	48,149.00	48,149.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-441-00-340-001-0	113	HEALTH ADM	REGULAR FULL TIME	$45,750.77
5-1100-441-00-340-001-0	211	HEALTH ADM	HEALTH INSURANCE	$5,632.74
5-1100-441-00-340-001-0	212	HEALTH ADM	LIFE INSURANCE	$35.69
5-1100-441-00-340-001-0	220	HEALTH ADM	FICA	$3,499.93
5-1100-441-00-340-001-0	230	HEALTH ADM	RETIREMENT	$4,863.31
5-1100-441-00-340-001-0	250	HEALTH ADM	UNEMPLOYMENT COMP	$274.50
5-1100-441-00-340-001-0	260	HEALTH ADM	WORKER'S COMP	$96.08
			2015 Budgetary Impact	$60,153.02

2016 Budgetary Impact: $63,306.20

Possible Funding Sources: No budgetary impact, funds will be transferred via interdepartmental transfer.

Comments:

AI -48004 **Human Resources** **9. D.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Esther Cortez, HUMAN RESOURCES/CIVIL SERVICE

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Sheriff's Office (1100)/ Jail (1100):
1. Approval of the following position title changes only, effective next full pay period of 01/26/2015:

Slot#	Dept/Program	Current Position Title	Proposed Position Title
0003	280-001	Division Commander	Division Chief
0004	280-001	Division Commander	Division Chief
0369	280-001	Division Commander	Division Chief
0001	280-002	Division Commander	Division Chief

2. Approval to revise the salary schedule in accordance with Commissioners Court action.

Courthouse Security (1241):
1. Approval of the following personnel actions, effective next full pay period of 01/26/2015:

Action	Slot#	Dept/Program	Position Title	Current/Proposed Budgeted Salary
Delete	0014	125-032	Security Specialist	$32,769.00
Create	0016	125-032	Detention Officer (Step II)	$32,461.00

2. Approval to revise the salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** VARIOUS

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

BUDGETARY IMPACT:

NO BUDGETARY IMPACT: SHERIFF/JAIL
5-1100-42X-XX-280-00X-0

COST SAVINGS: COURTHOUSE SECURITY
5-1241-421-23-125-032-0

Attachments

PAR forms & Job Desc
FISCAL NOTES

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/09/2015 08:44 AM
Obdett Calzada	Obdett Calzada	01/15/2015 04:02 PM
Rosalinda Cantu	Rosie Cantu	01/15/2015 05:38 PM
Purchasing Department	Monica Badillo	01/16/2015 06:30 PM
Form Started By: Diana Munoz		Started On: 01/08/2015 08:21 AM
Final Approval Date: 01/16/2015		

HIDALGO COUNTY

Personnel Adjustment Request Form

RECEIVED
JAN - 6 2015
HUMAN RESOURCES

/NUMBER: **SHERIFF'S OFFICE /280** DATE: **1/2/2015**

CURRENT POSITION TITLE: **DIVISION COMMANDER** CURRENT SLOT #: **001-003**

REQUESTED POSITION TITLE: **DIVISION CHIEF**

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:

	Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change
	$ **77,250.00**	$ **77,250.00**	$ **0.00**
clothing allow-ance	$ **500.00**	$ **500.00**	$ **0.00**
supplemental	$ **3,600.00**	$ **3,600.00**	$ **0.00**

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

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

TITLE CHANGE

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	1-5-15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2.	Estela A. Cortez/epa HUMAN RESOURCES DIRECTOR	01.07.15 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	01/14/2015 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN - 6 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **SHERIFF'S OFFICE /280** DATE: **1/2/2015**

CURRENT POSITION TITLE: **DIVISION COMMANDER** CURRENT SLOT #: **001-004**

REQUESTED POSITION TITLE: **DIVISION CHIEF**

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other **TITLE CHANGE**

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

POSITION SALARY REQUEST:

Salary Amount:

$ **77,250.00** Current G&S/ Budgeted Salary	$ **77,250.00** Proposed G&S/ Budgeted Salary	$ **0.00** Net Change
clothing allow. $ **500.00** Current G&S/ Budgeted Salary	$ **500.00** Proposed G&S/ Budgeted Salary	$ **0.00** Net Change
supplemental $ **1,800.00** Current G&S/ Budgeted Salary	$ **1,800.00** Proposed G&S/ Budgeted Salary	$ **0.00** Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

FLSA:
Exempt [X]
Non-Exempt [ ]

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

TITLE CHANGE

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	1-5-15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	X	YES		NO
2.	HUMAN RESOURCES DIRECTOR	01.07.15 Date	PERSONNEL PROCEDURES COMPLETED	✓	YES		NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	01/14/2015 Date	BUDGET PROCEDURES COMPLETED	✓	YES		NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN - 6 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **SHERIFF'S OFFICE /280** DATE: **1/2/2015**

CURRENT POSITION TITLE: **DIVISION COMMANDER** CURRENT SLOT #: **001-369**

REQUESTED POSITION TITLE: **DIVISION CHIEF**

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other **TITLE CHANGE**

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

POSITION SALARY REQUEST:

Salary Amount:

	$ **77,250.00** Current G&S/ Budgeted Salary	$ **77,250.00** Proposed G&S/ Budgeted Salary	$ **0.00** Net Change
clothing allow.	$ **500.00** Current G&S/ Budgeted Salary	$ **500.00** Proposed G&S/ Budgeted Salary	$ **0.00** Net Change
supplemental	$ **1,800.00** Current G&S/ Budgeted Salary	$ **1,800.00** Proposed G&S/ Budgeted Salary	$ **0.00** Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

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

TITLE CHANGE

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	1-5-15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO
2.	Esther A. Cortez /ypa HUMAN RESOURCES DIRECTOR	01.07-15 Date	PERSONNEL PROCEDURES COMPLETED	[✓] YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	01/14/2015 Date	BUDGET PROCEDURES COMPLETED	[✓] YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN - 6 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **SHERIFF'S OFFICE /280** DATE: **1/2/2015**

CURRENT POSITION TITLE: **DIVISION COMMANDER** CURRENT SLOT #: **002-001**

REQUESTED POSITION TITLE: **DIVISION CHIEF**

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other **TITLE CHANGE**

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

POSITION SALARY REQUEST:

Salary Amount:

	Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change
	$ **77,250.00**	$ **77,250.00**	$ **0.00**
Clothing allow.	$ **500.00**	$ **500.00**	$ **0.00**
supplemental	$ **1,800.00**	$ **1,800.00**	$ **0.00**

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

FLSA:
Exempt [X]
Non-Exempt [ ]

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

TITLE CHANGE

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	1-5-15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	X	YES		NO
2.	Esther A. Cortez /gc HUMAN RESOURCES DIRECTOR	01.07.15 Date	PERSONNEL PROCEDURES COMPLETED	✓	YES		NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	01/14/2015 Date	BUDGET PROCEDURES COMPLETED	✓	YES		NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY SHERIFF'S OFFICE

DIVISION CHIEF (CRIMINAL ENFORCEMENT)

GENERAL DESCRIPTION

Will be assigned to Criminal Enforcement. Will supervise subordinate personnel who perform primarily undercover and surveillance work, patrol work, civil and criminal process serving, investigative work, records maintenance, or procurement and inventory.

EXAMPLES OF WORK PERFORMED

Depending on the area of the Sheriff's Department to which assigned, will be responsible for the administration and delegation of authority to ensure the correct and efficient performance of its supervisors and subordinate personnel in carrying out the following:

Criminal Enforcement:

Schedule working hours for subordinate personnel

Ensure that patrols of assigned areas (generally by vehicle, to prevent crimes and enforce laws and regulations) are carried out on a day to day basis

Ensure that response to emergency calls and routine complaints are performed and that the necessary action is taken

Ensure that traffic citations are issued and traffic safety is adhered to

Ensure that traffic accidents and crimes against persons and property are properly investigated and assist federal, state and local law enforcement officials

Keep records of activities and make reports concerning crimes, complaints, accidents and investigations

Ensure that cases with the District Attorney or U.S. Attorney are properly filed

Ensure that the lawful arrests for violations of laws for the State of Texas and local government ordinance and/or resolution are made when proper to do so

Ensure that felony, misdemeanor and mental commitment warrants and arrests are made

Ensure that court papers including, writs, summons, subpoenas, capias, etc., are served

Ensure that witnesses and suspects are questioned and proper statements or depositions are taken

Assist other law enforcement agencies as needed

Schedule the surveillance of suspects and assigned locations

Conduct background investigations on applicants for law enforcement and corrections positions;

Ensure that the proper procedures are followed when gathering and labeling evidence, taking photographs and fingerprints

May address and work with community groups to promote good public relations and to inform citizens of police activities and crime prevention

May be responsible for animal control, especially relating to cattle on roadways

Responsible for the extradition of prisoners

Approve subordinate's reports and insure subordinates complete their daily assigned duties

Regular attendance is a must.

Ability to work well with others

ADMINISTRATIVE DUTIES

Conceive and prepare statistical information for the criminal enforcement and/or detention division and department related concerns, functions or activities

Make formal presentations to governmental boards as required

Prepare for consideration any new policy or change in current policy for the improved operation of criminal enforcement and/or detention

Ensure proper procedures are followed for the procurement of equipment and establishing proper inventory procedures

Ensure that all records and legal documents are properly documented, maintained and stored

Act on behalf of the Sheriff or Chief Deputy during their absence

SUPERVISORY RESPONSIBILITIES

Will supervise those captains, lieutenants, sergeants, investigators, deputy sheriffs, communication officers, and civilian personnel, that have been placed in his/her charge

Will ensure that subordinate personnel in his/her charge carry out day to day duties as defined by job descriptions, level of responsibilities, department goals, and applicable federal and state law

Shall report both orally and in written form, poor job performance, violations of department policy, and violations of federal and state laws involving any subordinate or officer of same or higher rank, through established chain of command

GENERAL QUALIFICATION GUIDELINES

Experience and Education.

High School diploma or GED

Ten years experience as a Peace Officer immediately preceding the date of application

Five (5) to eight (8) years of required experience as supervisor of peace officers

Two (2) years of administrative background

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

Certificates, Licenses, & Registration

Must possess a current Advanced Peace Officer license from Texas Commission on Law Enforcement Officers Standards and Education

Must possess a valid Texas Motor Vehicle Operator's license

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

Knowledge, Skills, and Abilities

Ability to understand and follow written and oral instructions, departmental policy, rules, regulations and laws

Ability to establish and maintain effective working relationships with other County employees and officials, law enforcement agencies and the general public

Ability to analyze situation and adopt a quick, effective and reasonable course of action

Ability to write clear and concise reports and to maintain complete records as required

Ability to learn the use and care of vehicles, firearms and specialized equipment

Ability to communicate effectively orally and in writing

Good physical condition

Ability to solve basic mathematic problems involving addition, subtraction, multiplication and division

Ability to use decimals and percentages in solving such problems

Ability to speak, read and write in the English language

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

Ability to write routine reports and correspondence

Ability to speak effectively before groups of people and organizations

Ability to also speak and write in Spanish preferred

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists

Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form

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

PHYSICAL DEMANDS:

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

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

The employee must regularly lift and/or move up to 10 pounds, occasionally lift and/or move up to 25 pounds and, in emergency situations, lift persons with body weight ranging from 100 to 250 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the

ability to adjust focus. Employee utilizes all visual abilities to keep and maintain control of the inmates.

WORK ENVIRONMENT:

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

While performing the duties of this job, the employee occasionally works in various types of outside weather conditions. The employee occasionally works near moving mechanical parts; in high precarious places; with explosives; and is occasionally exposed to fumes or airborne particles, and toxic or caustic chemicals, and risk of electrical shock.

The noise level in the work environment is usually moderate;

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

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 SHERIFF'S OFFICE

DIVISION CHIEF (DETENTION)

GENERAL DESCRIPTION

Will be assigned to detention related work. Will supervise subordinate personnel who perform primarily detention security, prisoner transportation, jail records maintenance, medical staff, inmate food preparation, and building maintenance.

EXAMPLES OF WORK PERFORMED

Will be responsible for the administration and delegation of authority to ensure the correct and efficient performance of its supervisors and subordinate personnel in carrying out the following

Ensures the day to day operations of the Hidalgo County Sheriff's Department Detention Facility in accordance with State of Texas Commission on Jail Standards and all other applicable State and Federal laws

Ensures the proper booking, classification, transfer, transport, and release of inmates with attention to the health and safety of the inmates, officers, and the public

Ensure that inspections, inmate and cell searches, physical check of inmates and the public are conducted properly

Ensure that all official papers and documents are checked and processed correctly

Ensure that safety inspections i.e., fire exits, fire extinguishers, are conducted

Ensure that informal counseling is provided to inmates

Ensure that inmates receive proper medical attention

Ensure that inmates are properly fed

Ensure that crisis situations such as fights and medical emergencies are handled correctly

Ensure that head counts are conducted

Ensure that proper action is taken to alleviate jail overcrowding

Ensure that a complete inventory of all jail equipment is maintained

Ensure that new officers receive proper training

Ensure that inmates are transported to the courthouse for hearings and transportation of inmates to other local, state, and federal penal institutions

Ensure that inmate property is properly cared for

Ensure that church services, G.E.D. classes, substance abuse classes, and fire drills, are properly organized

Ensure that inmate recreational functions are carried out

Regular attendance is a must.

Ability to work well with others

ADMINISTRATIVE DUTIES

Conceive and prepare statistical information for the detention division and department related concerns, functions, or activities

Make formal presentations to governmental boards as required

Prepare for consideration any new policy or change in current policy for the improved operation of the detention facility

Ensure proper maintenance to the detention facility equipment, buildings and grounds

Ensure proper procedures are followed for the procurement of equipment and establishing proper inventory procedures

Ensure that all records and legal documents are properly documented, maintained and stored

If assigned, will act on behalf of the Sheriff or Chief Deputy during their absence

Perform such other duties as may be assigned

SUPERVISORY RESPONSIBILITIES

Will supervise those captains, lieutenants, sergeants, investigators, deputy sheriffs, detention officers/matrons, and civilian personnel that have been placed in his/her charge

Will ensure that subordinate personnel in his/her charge carry out day-to-day duties as defined by job descriptions, level of responsibilities, department goals, and applicable federal and state law.

Shall report both orally and in written form, poor job performance, violations of department policy, and violations of federal and state laws involving any subordinate or officer of same or higher rank, through established chain of command.

GENERAL QUALIFICATION GUIDELINES

Experience and Education.

Graduation from a high school or equivalent (GED)

Two (2) years experience as a supervisor of detention officers/matrons prior to date of application

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

Certificates, Licenses, & Registration

A current Peace Officer license from the Texas Commission on Law Enforcement Officers Standards and Education

At time of employment, a Basic Jailer Certification from the Texas Commission on Law Enforcement Officers Standards and Education

Employee must have a current valid Texas motor vehicle operator's License

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

Knowledge, Skills, and Abilities

Ability to understand and follow written and oral instructions, departmental policy, rules, regulations and laws

Ability to establish and maintain effective working relationships with other County employees and officials, law enforcement agencies and the general public

Ability to analyze situation and adopt a quick, effective and reasonable course of action

Ability to write clear and concise reports and to maintain complete records as required

Ability to learn the use and care of vehicles, firearms and specialized equipment

Ability to communicate effectively orally and in writing

Good physical condition

Ability to solve basic mathematic problems involving addition, subtraction, multiplication and division

Ability to use decimals and percentages in solving such problems

Ability to speak, read and write in the English language

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

Ability to write routine reports and correspondence

Ability to speak effectively before groups of people and organizations

Ability to also speak and write in Spanish preferred

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists

Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form

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

PHYSICAL DEMANDS:

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

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

The employee must regularly lift and/or move up to 10 pounds, occasionally lift and/or move up to 25 pounds and, in emergency situations, lift persons with body weight ranging from 100 to 250 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Employee utilizes all visual abilities to keep and maintain control of the inmates.

WORK ENVIRONMENT:

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

While performing the duties of this job, the employee occasionally works in various types of outside weather conditions. The employee occasionally works near moving mechanical parts; in high precarious places; with explosives; and is occasionally

exposed to fumes or airborne particles, and toxic or caustic chemicals, and risk of electrical shock.

The noise level in the work environment is usually moderate;

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN - 7 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 125-032 **DATE:** 1/6/2015

CURRENT POSITION TITLE: SECURITY SPECIALIST **CURRENT SLOT. #:** 032-014

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other DELETE

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

POSITION SALARY REQUEST:

Salary Amount: $ 32,769.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (32,769.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____

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

TEMPORARY POSITIONS:

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

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

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

This position will be deleted to create a Detention Officer position under the Courthouse Security Account.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	1-7-15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez for HUMAN RESOURCES DIRECTOR	01.08.15 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	01/14/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 07 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: SHERIFF'S OFFICE / 125 -032

DATE: 1/6/2015

CURRENT POSITION TITLE:

CURRENT SLOT. #: 032-016

REQUESTED POSITION TITLE: DETENTION OFFICER STEP II
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 32,461.00 (Proposed Budgeted Salary) $ 32,461 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

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

TEMPORARY POSITIONS:

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

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

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

A certified Jailer position would enhance the Courthouse Security.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	1-7-15 SMC DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez / efc HUMAN RESOURCES DIRECTOR	01.08.15 DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	01/14/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY SHERIFF'S OFFICE

DETENTION OFFICER

GENERAL DESCRIPTION

Provides corrections services involving the health, safety and security of inmates and the public in a County corrections facility or program. Monitors prisoners' activities and maintains necessary records.

EXAMPLES OF WORK PERFORMED

May book, classify, transfer, transport and/or release inmates with attention to the health, safety and security of other officers, inmates and the public

Conducts inspections, shakedowns and inmate searches. Does physical check of inmates and the public

Completes, checks and processes official papers and documents

Conducts safety inspections and inspections of fire exists and equipment

Provides informal counseling to inmates

Assists medical staff with distribution of medications to inmates

Intervenes and resolves crisis situations such as fights and medical emergencies

Conducts head counts of inmates

Conducts and inventories all keys and equipment from previous shift

Serves or supervises the serving of meals to inmates

Supervises work performed by inmates

Assists with personal needs of inmates, such as telephone calls, mail, laundry, visits and commissary

Monitors and assists visitors and may maintain visitors' list

Keeps records of incidents and activities during shift

May be assigned to conduct recreational programs for inmates

May be assigned to train new officers in procedural aspects of the job

May be assigned to transportation and court security duties, including transportation of inmates to other local, state and federal penal institutions

May confiscate, inventory and store property from new inmates and release property to outgoing prisoners

May respond to inmate request forms

May be involved in organizing church services, GED classes, substance abuse classes and fire drills

Handles and cares for dogs involved in narcotics investigation

Regular attendance

Get along with others

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

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

Certificates, Licenses, & Registration

Applicant must, at the time of appointment to the position, meet the minimum age requirement for Basic Certification as a Jailer from the Texas Commission of Law Enforcement Officers Standards and Education

Applicant must, within one (1) year of appointment to the position, obtain and thereafter maintain a Basic Certification as a Jailer from the Texas Commission of Law Enforcement Standards and Education

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

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

Knowledge, Skills, and Abilities

Knowledge of laws, departmental policies, rules, regulations, instructions and correctional literature regarding the custody of persons

Ability to understand and follow oral instructions

Ability to write clear and concise reports and to maintain complete records as required

Ability to meet established physical standards

Ability to establish and maintain effective working relationships with other County employees and officials, inmates and the public

Employee may be assigned other duties in addition to those listed and duties may change according to changing needs of department

Basic Mathematic Skills:

Ability to solve basic mathematic problems involving addition, subtraction, multiplication and division

Ability to use decimals and percentages in solving such problems

Language Skills:

Ability to speak read and write in the English language

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

Ability to write routine reports and correspondence

Ability to speak effectively before groups of people and organizations

Ability to also speak and write in Spanish preferred

Reasoning Ability:

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists

Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form

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 frequently required to stand, walk and talk or hear. The employee is occasionally required to sit; use hands to finger, handle or feel objects, tools or controls; reach with hands and arms; stoop, kneel, crouch or crawl. Employee subdues and restrains uncooperative inmates, runs, climbs stairs, pushes heavy doors, handles and distributes heavy food/drink containers.

The employee must regularly lift and/or move up to 10 pounds, occasionally lift and/or move up to 25 pounds and, in emergency situations, lift persons with body weight ranging from 100 to 250 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Employee utilizes all visual abilities to keep and maintain control of the inmates.

WORK ENVIRONMENT:

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

While performing the duties of this job, the employee frequently works near moving mechanical parts such as doors and gates throughout the jail. The employee is occasionally exposed to fumes or airborne particles. The risk of electrical shock is present because of the large amount of electrical equipment which the employee encounters during the shift. The employee may be required to work outdoors or in areas where temperatures could exceed 100 degrees Fahrenheit or below 0 degrees Fahrenheit.

The noise level in the work environment ranges from moderate to loud. It is dependent on the activities and/or demeanor of the inmates.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, January 20, 2015 Agenda Item: 48004

Summary of request/proposal:
Sheriff's - Jail (1100)-
APPROVAL OF THE FOLLOWING TITLE CHANGES, EFFECTIVE NEXT FULL PAY PERIOD OF 1/26/2015:

Fund Dept/ Program	Position	Slot#	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100 (280-002)	DIVISION COMMANDER (to) DIVISION CHIEF	0001	113	77,250.00	77,250.00	0.00
				77,250.00	77,250.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-423-21-280-002-0-	113	JAIL-	REGULAR FULL TIME	$0.00
5-1100-423-21-280-002-0-	211	JAIL-	HEALTH INSURANCE	$0.00
5-1100-423-21-280-002-0-	212	JAIL-	LIFE INSURANCE	$0.00
5-1100-423-21-280-002-0-	220	JAIL-	FICA	$0.00
5-1100-423-21-280-002-0-	230	JAIL-	RETIREMENT	$0.00
5-1100-423-21-280-002-0-	250	JAIL-	UNEMPLOYMENT COMP	$0.00
5-1100-423-21-280-002-0-	260	JAIL-	WORKER'S COMP	$0.00
			2015 Budgetary Impact	$0.00

2016 Budgetary Impact: $0.00

Possible Funding Sources: No budgetary impact- Title change

Comments:

Hidalgo Co. Budget Office
2/3/2005

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, January 20, 2015 Agenda Item: 48004

Summary of request/proposal:
Sheriff's Office (1100)-
APPROVAL OF THE FOLLOWING TITLE CHANGES, EFFECTIVE NEXT FULL PAY PERIOD OF 1/26/2015:

Fund Dept/ Program	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100 (280-001)	DIVISION COMMANDER (to) DIVISION CHIEF	0003	113	77,250.00	77,250.00	0.00
1100 (280-001)	DIVISION COMMANDER (to) DIVISION CHIEF	0004	113	77,250.00	77,250.00	0.00
1100 (280-001)	DIVISION COMMANDER (to) DIVISION CHIEF	0369	113	77,250.00	77,250.00	0.00
				231,750.00	231,750.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-421-00-280-001-0-	113	SHERIFF-	REGULAR FULL TIME	$0.00
5-1100-421-00-280-001-0-	211	SHERIFF-	HEALTH INSURANCE	$0.00
5-1100-421-00-280-001-0-	212	SHERIFF-	LIFE INSURANCE	$0.00
5-1100-421-00-280-001-0-	220	SHERIFF-	FICA	$0.00
5-1100-421-00-280-001-0-	230	SHERIFF-	RETIREMENT	$0.00
5-1100-421-00-280-001-0-	250	SHERIFF-	UNEMPLOYMENT COMP	$0.00
5-1100-421-00-280-001-0-	260	SHERIFF-	WORKER'S COMP	$0.00
			2015 Budgetary Impact	$0.00

2016 Budgetary Impact: $0.00

Possible Funding Sources: No budgetary impact- Title change

Comments:

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, January 20, 2015 Agenda Item: 48004

Summary of request/proposal:
Courthouse Security (1241)-
APPROVAL TO DELETE/CREATE THE FOLLOWING FULL TIME POSITION(S):

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1241	SECURITY SPECIALIST	0014	113	32,769.00	0.00	(32,769.00)
1241	DETENTION OFFICER (STEP II)	0016	113	0.00	32,461.00	32,461.00
				32,769.00	32,461.00	(308.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1241-421-23-125-032-0	113	COURTHOUSE SECURITY	REGULAR FULL TIME	($292.66)
5-1241-421-23-125-032-0	211	COURTHOUSE SECURITY	HEALTH INSURANCE	$0.00
5-1241-421-23-125-032-0	212	COURTHOUSE SECURITY	LIFE INSURANCE	$0.00
5-1241-421-23-125-032-0	220	COURTHOUSE SECURITY	FICA	($22.39)
5-1241-421-23-125-032-0	230	COURTHOUSE SECURITY	RETIREMENT	($31.11)
5-1241-421-23-125-032-0	250	COURTHOUSE SECURITY	UNEMPLOYMENT COMP	($1.76)
5-1241-421-23-125-032-0	260	COURTHOUSE SECURITY	WORKER'S COMP	($9.13)
			2015 Budgetary Impact	($357.05)

2016 Budgetary Impact: ($375.76)

Possible Funding Sources: COST SAVINGS.

Comments:

Hidalgo Co. Budget Office
2/3/2005

AI -48114 **Human Resources** **9. E.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Esther Cortez, HUMAN RESOURCES/CIVIL SERVICE

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Texas Agrilife Extension Service (1100):
1. Approval of the following personnel actions, effective next full pay period of 01/26/2014:

Action	Slot#	Dept/Prog	Position Title	Current Budgeted Salary	Proposed Budget Salary
Delete	0002	380-001	4-H Youth Outreach Coordinator	$34,804.00	-0-
Delete	0003	380-001	Administrative Assistant II	$31,045.00	-0-
Create	0013	380-001	Administrative Assistant III	-0-	$34,045.00
Create	0014	380-001	Community Outreach Program Specialist	-0-	$31,804.00

2. Approval to revise the salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-461-00-380-001-0-XXX

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

BUDGETARY IMPACT:

NO BUDGETARY IMPACT.

Attachments

FISCAL NOTE
PAR FORMS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/16/2015 08:45 AM
Rosalinda Cantu	Rosie Cantu	01/16/2015 04:28 PM
Purchasing Department	Monica Badillo	01/16/2015 06:31 PM

Form Started By: Diana Munoz Started On: 01/14/2015 02:51 PM
Final Approval Date: 01/16/2015

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, January 20, 2015 Agenda Item: 48114

Summary of request/proposal:
TX AGRILIFE EXT (1100)-
APPROVAL TO DELETE/CREATE THE FOLLOWING FULL TIME POSITION(S):

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	4H YOUTH OUTREACH COORD	0002	113	34,804.00	0.00	(34,804.00)
1100	ADMINISTRATIVE ASSISTANT II	0003	113	31,045.00	0.00	(31,045.00)
1100	ADMINISTRATIVE ASSISTANT III	0013	113	0.00	34,045.00	34,045.00
1100	COMMUNITY OUTREACH PROGRAM SPECIALIST	0014	113	0.00	31,804.00	31,804.00
				65,849.00	65,849.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-461-00-380-001-0-	113	TX AGRILIFE EXT-	REGULAR FULL TIME	$0.00
5-1100-461-00-380-001-0-	211	TX AGRILIFE EXT-	HEALTH INSURANCE	$0.00
5-1100-461-00-380-001-0-	212	TX AGRILIFE EXT-	LIFE INSURANCE	$0.00
5-1100-461-00-380-001-0-	220	TX AGRILIFE EXT-	FICA	$0.00
5-1100-461-00-380-001-0-	230	TX AGRILIFE EXT-	RETIREMENT	$0.00
5-1100-461-00-380-001-0-	250	TX AGRILIFE EXT-	UNEMPLOYMENT COMP	$0.00
5-1100-461-00-380-001-0-	260	TX AGRILIFE EXT-	WORKER'S COMP	$0.00
			2015 Budgetary Impact	$0.00

2016 Budgetary Impact: $0.00

Possible Funding Sources: No Budgetary impact.

Comments:

Hidalgo Co. Budget Office

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 12 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Texas A&M AgriLife Extension Service (380-001) **DATE:** December 16, 2014

CURRENT POSITION TITLE: 4-H Youth Outreach Coordinator **CURRENT SLOT. #:** 0002

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Deletion

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

POSITION SALARY REQUEST:

Salary Amount: $ 34,804.00 (Current Budgeted Salary) $ _____ (Proposed Budgeted Salary) $ (34,804.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

4-H Youth Outreach Coordinator duties are no longer needed.

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

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. Andrea Valdez DEPARTMENT HEAD	1/5/15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. Esther A Cortez HUMAN RESOURCES DIRECTOR	1/15/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	01/16/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 12 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Texas A&M AgriLife ExtensionService (380-001) **DATE:** December 16, 2014

CURRENT POSITION TITLE: Administrative Assistant II **CURRENT SLOT. #:** 0003

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Deletion

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

POSITION SALARY REQUEST:

Salary Amount: $ 31,045.00 (Current Budgeted Salary) $ _____ (Proposed Budgeted Salary) $ (31,045.00) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

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

TEMPORARY POSITIONS:

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

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

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

Administrative Assistant II duties are no longer needed.

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

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. Andrea Valdez	DEPARTMENT HEAD	1/5/15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. Esther O. Ibarra	HUMAN RESOURCES DIRECTOR	1/15/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	01/16/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 12 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Texas A&M AgriLife Extension Service (380-001) **DATE:** December 16, 2014

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 0013

REQUESTED POSITION TITLE: Administrative Assistant III
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ _____ (Current Budgeted Salary) $ 34,045.00 (Proposed Budgeted Salary) $ 34,045.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

A higher lever of administrative support is needed in the areas of County Administrative management.

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

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. Andrea Valdez DEPARTMENT HEAD	1/5/15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. [signature] HUMAN RESOURCES DIRECTOR	1/15/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. [signature] DEPARTMENT OF BUDGET & MANAGEMENT	01/16/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 12 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Texas A&M AgriLife Extension Service (380-001) **DATE:** December 16, 2014

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 0014

REQUESTED POSITION TITLE: Community Outreach Program Specialist
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ _____ (Current Budgeted Salary) $ $31,804.00 (Proposed Budgeted Salary) $ 31,804.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

Programming assistance for youth and adults in the area of 4-H outreach and agent support is needed.

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

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Andrea Valdez DEPARTMENT HEAD	1/5/15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	[signature] HUMAN RESOURCES DIRECTOR	1/15/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	[signature] DEPARTMENT OF BUDGET & MANAGEMENT	01/16/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI -48123 **Human Resources** **9. F.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

DA Criminal / DA Civil Litigation (1100):
1. Discussion, approval and consideration of the following personnel actions effective, 01/26/2015:

Action	Slot#	Dept/ Program	Current/Proposed Position Title	Current Budgeted Salary	Proposed Budgeted Salary
Delete	0002	080-013	Attorney III	$63,500.00	-0-
Create	0109	080-002	Assistant District Attorney III	-0-	$63,500.00
Delete	0004	080-013	Attorney III	$52,002.00	-0-
Create	0110	080-002	Assistant District Attorney III	-0-	$52,002.00
Delete	0092	080-002	Assistant District Attorney II	$52,002.00	-0-
Create	0006	080-013	Attorney II	-0-	$52,002.00
Delete	0102	080-002	Assistant District Attorney II	$52,002.00	-0-
Create	0007	080-013	Attorney II	-0-	$52,002.00

2. Approval of interdepartmental transfers.
3. Approval to revise the salary schedule in accordance with Commissioners Court action.
4. Approval to transfer Employee #189294 to position 080-002-0109.
5. Approval to transfer Employee# 189286 to position 080-002-0110.

DA Bad Checks (1222):
1. Discussion, approval and consideration of the following personnel actions, effective 01/26/2015:

Action	Slot#	Dept/ Program	Current/Proposed Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Alloc Slot
Create	0032	080-006	Administrative Asst I	-0-	$30,000.00	

Create	0033	080-006	Criminal Investigator II	-0-	$3,000.00	080-002-0100
Create	0034	080-006	Executive Assistant II	-0-	$21,906.00	080-002-0107
Delete	0031	080-006	Coordinator I	$35,391.00	-0-	

2. Approval of "Title Change" for Slot# 080-002-0107 from Administrative Assistant I, to Executive Assistant II.
3. Approval of intradepartmental transfer
4. Approval to revise the salary schedule in accordance with Commissioners Court action.

DA Civil Litigation/ Bond Forfeiture (1100) / DA Investigation HB65 (1223):
1. Approval of Title Changes only to allocated slots as follows:

Action	Slot#	Dept/ Program	Current Position Title	Proposed Position Title	Alloc Slot
Title Change/Alloc	0109	080-007	Asst Dist Atty II	Attorney II	080-013-0006
Title Change/Alloc	0009	080-016	Asst Dist Atty II	Attorney II	080-013-0006
Title Change/Alloc	0111	080-007	Asst Dist Atty II	Attorney II	080-013-0007
Title Change/ Alloc	0014	080-016	Asst Dist Atty II	Attorney II	080-013-0007
Title Change/Alloc	0016	080-016	Attorney III	Asst Dist Atty III	080-002-0110

3. Approval to revise the salary schedule in accordance with Commissioners Court action.
DA Investigation HB65 (1223):
1. Discussion, approval and consideration of the following personnel actions effective next full pay period of 01/26/2015 & approval to create the following temporary part-time positions not to exceed six months, beginning 01/21/2015 - 06/30/2015:

Action	Slot#	Dept/ Program	Current/ Proposed Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Net Change	Alloc Slot
Salary Adj/Increase	0028	080-007	Executive Assistant II	$15,091.00	$21,411.00	$6,320.00	080-002-0055
Create	T125	080-007	Clerk IV (Temporary PT)	-0-	$8,320.00/yr $20.00/hr	$8,320.00	
Create	T126	080-007	Clerk I (Temporary PT)	-0-	$7,500.00/yr $15.00/hr	$7,500.00	
Delete	0101	080-007	Intake Clerk I	$33,280.00	-0-	<$33,280.00>	

2. Approval of intradepartmental transfer.
3. Approval to revise the salary schedule in accordance with Commissioners Court action.
4. Approval to waive posting of the Clerk IV and Clerk I positions.
DA Pretrial Intervention (1225):
1. Discussion, approval and consideration of the following personnel actions:

Action	Slot#	Dept/Program	Position Title	Current Budgeted	Proposed Budgeted	Net Change	Alloc Slot

				Salary	Salary	Change	Slot
Salary Adj. Increase	0001	080-015	Assistant District Atty V	$4,875.00	$9,875.00	$5,000.00	080-002-0001
Salary Adj. Increase	0008	080-015	Assistant District Atty IV	$2,348.00	$19,348.00	$17,000.00	080-002-0011

2. Approval to revise the salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

Attachments

fiscal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/16/2015 02:27 PM
Purchasing Department	Monica Badillo	01/16/2015 06:31 PM
Form Started By: Diana Munoz		Started On: 01/15/2015 09:17 AM
Final Approval Date: 01/16/2015		

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, January 20, 2015 Agenda Item: 48123

Summary of request/proposal:
PRE-TRIAL (1225):
APPROVAL OF TITLE CHANGES AS FOLLOWS:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1225	ADA V	0001	113	4,875.00	3,098.00	(1,777.00)
1225	ADA IV	0008	113	2,348.00	3,098.00	750.00
				7,223.00	6,196.00	(1,027.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1225-412-00-080-015-0-	113	DA PRE-TRIAL DIVER-	REGULAR FULL TIME	($960.11)
5-1225-412-00-080-015-0-	211	DA PRE-TRIAL DIVER-	HEALTH INSURANCE	$0.00
5-1225-412-00-080-015-0-	212	DA PRE-TRIAL DIVER-	LIFE INSURANCE	$0.00
5-1225-412-00-080-015-0-	220	DA PRE-TRIAL DIVER-	FICA	($73.45)
5-1225-412-00-080-015-0-	230	DA PRE-TRIAL DIVER-	RETIREMENT	($102.06)
5-1225-412-00-080-015-0-	250	DA PRE-TRIAL DIVER-	UNEMPLOYMENT COMP	($5.76)
5-1225-412-00-080-015-0-	260	DA PRE-TRIAL DIVER-	WORKER'S COMP	($1.06)
			2015 Budgetary Impact	($1,142.44)

2016 Budgetary Impact: ($1,222.03)

Possible Funding Sources: NO BUDGETARY IMPACT

Comments:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, January 20, 2015 Agenda Item: 48123

Summary of request/proposal:
BOND FORFEITURE (1100):
APPROVAL OF TITLE CHANGES AS FOLLOWS:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	ADA II TO ATTORNEY II	0009	113	3,098.00	3,098.00	0.00
1100	ADA II TO ATTORNEY II	0014	113	3,098.00	3,098.00	0.00
1100	ATTORNEY III TO ADA III	0016	113	16,498.00	16,498.00	0.00
				22,694.00	22,694.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-412-00-080-016-0-	113	BOND FORFEITURE-	REGULAR FULL TIME	$0.00
5-1100-412-00-080-016-0-	211	BOND FORFEITURE-	HEALTH INSURANCE	$0.00
5-1100-412-00-080-016-0-	212	BOND FORFEITURE-	LIFE INSURANCE	$0.00
5-1100-412-00-080-016-0-	220	BOND FORFEITURE-	FICA	$0.00
5-1100-412-00-080-016-0-	230	BOND FORFEITURE-	RETIREMENT	$0.00
5-1100-412-00-080-016-0-	250	BOND FORFEITURE-	UNEMPLOYMENT COMP	$0.00
5-1100-412-00-080-016-0-	260	BOND FORFEITURE-	WORKER'S COMP	$0.00
			2015 Budgetary Impact	$0.00

2016 Budgetary Impact: $0.00

Possible Funding Sources: NO BUDGETARY IMPACT

Comments:

Hidalgo Co. Budget Office
2/3/2005

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, January 20, 2015 Agenda Item: 48123

Summary of request/proposal:
HB 65 (1223):
APPROVAL OF TITLE CHANGES, DELETION & CREATION OF POSITIONS AS FOLLOWS:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1223	ADA II TO ATTORNEY II	0109	113	3,000.00	3,000.00	0.00
1223	ADA II TO ATTORNEY II	0111	113	3,000.00	3,000.00	0.00
1223	EXECUTIVE ASSISTANT II	0028	113	15,091.00	21,411.00	6,320.00
1223	CLERK IV	T122	121	0.00	8,320.00	8,320.00
1223	CLERK I	T122	121	0.00	7,500.00	7,500.00
1223	INTAKE CLERK I	0101	113	33,280.00	0.00	(33,280.00)
				54,371.00	43,231.00	(11,140.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1223-412-00-080-007-0-	113	DA INVESTIGATION HB65-	REGULAR FULL TIME	($26,960.00)
5-1223-412-00-080-007-0-	122	DA INVESTIGATION HB65-	TEMP P/T EMPLOYEES	$15,820.00
5-1223-412-00-080-007-0-	211	DA INVESTIGATION HB65-	HEALTH INSURANCE	($5,541.89)
5-1223-412-00-080-007-0-	212	DA INVESTIGATION HB65-	LIFE INSURANCE	($35.11)
5-1223-412-00-080-007-0-	220	DA INVESTIGATION HB65-	FICA	($852.21)
5-1223-412-00-080-007-0-	230	DA INVESTIGATION HB65-	RETIREMENT	($1,184.18)
5-1223-412-00-080-007-0-	250	DA INVESTIGATION HB65-	UNEMPLOYMENT COMP	($66.84)
5-1223-412-00-080-007-0-	260	DA INVESTIGATION HB65-	WORKER'S COMP	($12.25)
			2015 Budgetary Impact	($18,832.48)

2016 Budgetary Impact: ($12,493.89)

Possible Funding Sources: NO BUDGETARY IMPACT

Comments:

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, January 20, 2015 Agenda Item: 48123

Summary of request/proposal:
DA BAD CHECK (1222):
APPROVAL OF TITLE CHANGES, DELETION & CREATION OF POSITIONS AS FOLLOWS:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1222	ADMINISTRATIVE ASSISTANT I	0032	113	0.00	30,000.00	30,000.00
1222	CRIMINAL INVESTIGATOR II	0033	113	0.00	3,000.00	3,000.00
1222	EXECUTIVE ASSISTANT II	0034	113	0.00	21,906.00	21,906.00
1222	COORDINATOR I	0031	114	35,391.00	0.00	(35,391.00)
1222	ADMINISTRATIVE ASSISTANT I TO EXECUTIVE ASSISTANT II	0107	113	0.00	0.00	0.00
				35,391.00	54,906.00	19,515.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1222-412-00-080-006-0-	113	DA BAD CK-	REGULAR FULL TIME	$54,906.00
5-1222-412-00-080-006-0-	114	DA BAD CK-	REG P/T EMPLOYEES	($35,391.00)
5-1222-412-00-080-006-0-	211	DA BAD CK-	HEALTH INSURANCE	($5,928.00)
5-1222-412-00-080-006-0-	212	DA BAD CK-	LIFE INSURANCE	($37.56)
5-1222-412-00-080-006-0-	220	DA BAD CK-	FICA	$1,492.90
5-1222-412-00-080-006-0-	230	DA BAD CK-	RETIREMENT	$2,074.44
5-1222-412-00-080-006-0-	250	DA BAD CK-	UNEMPLOYMENT COMP	$117.09
5-1222-412-00-080-006-0-	260	DA BAD CK-	WORKER'S COMP	$21.47
			2015 Budgetary Impact	$17,255.34

2016 Budgetary Impact: $17,255.34

Possible Funding Sources: INTRADEPT TRANSFER FROM OBJ. CODE 114 & FUND BALANCE

Comments:

Hidalgo Co. Budget Office
2/3/2005

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, January 20, 2015 Agenda Item: 48123

Summary of request/proposal:
DA'S CIVIL LITIGATION (1100)-
APPROVAL TO DELETE/CREATE THE FOLLOWING FULL TIME POSITION(S):

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	ATTORNEY III	0002	113	63,500.00	0.00	(63,500.00)
1100	ATTORNEY III	0004	113	52,002.00	0.00	(52,002.00)
1100	ATTORNEY II	0006	113	0.00	52,002.00	52,002.00
1100	ATTORNEY II	0007	113	0.00	52,002.00	52,002.00
				115,502.00	104,004.00	(11,498.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-412-00-080-013-0-	113	CIVIL LITIGATION-	REGULAR FULL TIME	($10,749.09)
5-1100-412-00-080-013-0-	211	CIVIL LITIGATION-	HEALTH INSURANCE	$0.00
5-1100-412-00-080-013-0-	212	CIVIL LITIGATION-	LIFE INSURANCE	$0.00
5-1100-412-00-080-013-0-	220	CIVIL LITIGATION-	FICA	($822.31)
5-1100-412-00-080-013-0-	230	CIVIL LITIGATION-	RETIREMENT	($1,142.63)
5-1100-412-00-080-013-0-	250	CIVIL LITIGATION-	UNEMPLOYMENT COMP	($64.49)
5-1100-412-00-080-013-0-	260	CIVIL LITIGATION-	WORKER'S COMP	($11.82)
			2015 Budgetary Impact	($12,790.34)

2016 Budgetary Impact: ($13,681.48)

Possible Funding Sources: NO BUDGETARY IMPACT- FUNDS TO BE TRANSFERRED TO CRIM DA (ACCT # 5-1100-412-00-080-002-0-XXX)

Comments:

Hidalgo Co. Budget Office
2/3/2005

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, January 20, 2015 Agenda Item: 48123

Summary of request/proposal:
CRIM DA'S OFFICE (1100)-
APPROVAL TO DELETE/CREATE THE FOLLOWING FULL TIME POSITION(S):

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	ADA III	0109	113	0.00	63,500.00	63,500.00
1100	ADA III	0110	113	0.00	52,002.00	52,002.00
1100	ADA II	0092	113	52,002.00	0.00	(52,002.00)
1100	ADA II	0102	113	52,002.00	0.00	(52,002.00)
				104,004.00	115,502.00	11,498.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-412-00-080-002-0-	113	CRIM DA-	REGULAR FULL TIME	$10,749.09
5-1100-412-00-080-002-0-	211	CRIM DA-	HEALTH INSURANCE	$0.00
5-1100-412-00-080-002-0-	212	CRIM DA-	LIFE INSURANCE	$0.00
5-1100-412-00-080-002-0-	220	CRIM DA-	FICA	$822.31
5-1100-412-00-080-002-0-	230	CRIM DA-	RETIREMENT	$1,142.63
5-1100-412-00-080-002-0-	250	CRIM DA-	UNEMPLOYMENT COMP	$64.49
5-1100-412-00-080-002-0-	260	CRIM DA-	WORKER'S COMP	$11.82
			2015 Budgetary Impact	$12,790.34

2016 Budgetary Impact: $13,681.48

Possible Funding Sources: FUNDS TO BE TRANSFERRED FROM CIVIL LITIGATION (ACCT. # 5-1100-412-00-080-013-0-XXX) PENDING APPROVAL OF TRANSFER

Comments:

Hidalgo Co. Budget Office
2/3/2005

AI -48085 **Human Resources** **9. G.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Tax Office (1100):
1. Discussion, consideration, and approval of the following personnel actions:

Action	Slot#	Position Title	Current/Proposed Budgeted Salary
Delete	0034	Deputy Clerk II	$35,651.00
Delete	0059	Deputy Clerk I	$26,924.00
Delete	0060	Deputy Clerk I	$26,394.00
Delete	0135	Deputy Clerk I	$26,014.00
Delete	0145	Deputy Clerk I	$26,014.00
Create	0168	Executive Asst I	$38,500.00
Create	0169	Executive Asst II	$44,000.00
Create	0170	Bookkeeper II	$29,484.00
Create	0171	Administrative Asst III	$34,000.00

2. Approval to revise the salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-415-15-140-001-0-XXX

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

BUDGETARY IMPACT:

NO BUDGETARY IMPACT.

Attachments

PAR forms & Job Desc

Fiscal Note

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/16/2015 08:46 AM
Rosalinda Cantu	Rosie Cantu	01/16/2015 03:47 PM
Obdett Calzada	Obdett Calzada	01/16/2015 04:59 PM
Purchasing Department	Monica Badillo	01/16/2015 06:31 PM
Form Started By: Diana Munoz		Started On: 01/13/2015 01:45 PM
Final Approval Date: 01/16/2015		

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 12 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Tax Office #140 **DATE:** 01/06/2015

CURRENT POSITION TITLE: Deputy Clerk II **CURRENT SLOT. #:** 34

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other DELETE

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

POSITION SALARY REQUEST:

Salary Amount: $ 35,651.00 (Current Budgeted Salary) $ 0.0 (Proposed Budgeted Salary) $ (35,651.00) (Net Change)

Position to be funded from one of the following:

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

☑ Other NO BUDGET IMPACT.

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

Slot currently vacant.

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)

n/a

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

n/a

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

NO BUDGET IMPACT.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. Paul Villarreal Jr. PCC DEPARTMENT HEAD	1/06/2015 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	1/15/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	1/15/15 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 12 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Tax Office #140 **DATE:** 01/06/2015

CURRENT POSITION TITLE: Deputy Clerk I **CURRENT SLOT. #:** 59

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other DELETE

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

POSITION SALARY REQUEST:

Salary Amount: $ 26,924.00 (Current Budgeted Salary) $ 0.0 (Proposed Budgeted Salary) $ (26,924.00) (Net Change)

Position to be funded from one of the following:

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

☑ Other NO BUDGET IMPACT.

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

Slot currently vacant.

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)

n/a

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

n/a

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

NO BUDGET IMPACT.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Paul Villarreal Jr. PCC DEPARTMENT HEAD	1/06/2015 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/15/15 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 12 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Tax Office #140 **DATE:** 01/06/2015

CURRENT POSITION TITLE: Deputy Clerk I **CURRENT SLOT. #:** 60

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other DELETE

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

POSITION SALARY REQUEST:

Salary Amount: $ 26,394.00 (Current Budgeted Salary) $ 0.0 (Proposed Budgeted Salary) $ (26,394.00) (Net Change)

Position to be funded from one of the following:

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

☑ Other NO BUDGET IMPACT.

POSITION Type:

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

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

$ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Slot currently vacant.

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)

n/a

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

n/a

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

NO BUDGET IMPACT.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Paul Villarreal Jr. PCC DEPARTMENT HEAD	1/06/2015 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	1/15/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/15/15 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 12 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Tax Office #140 **DATE:** 01/06/2015

CURRENT POSITION TITLE: Deputy Clerk I **CURRENT SLOT. #:** 135

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other DELETE

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

POSITION SALARY REQUEST:

Salary Amount: $ 26,014.00 (Current Budgeted Salary) $ 0.0 (Proposed Budgeted Salary) $ (26,014.00) (Net Change)

Position to be funded from one of the following:

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

☑ Other NO BUDGET IMPACT.

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

Slot currently vacant.

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)

n/a

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

n/a

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

NO BUDGET IMPACT.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Paul Villarreal Jr. PCC DEPARTMENT HEAD	1/06/2015 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	11/15/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/15/15 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 12 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Tax Office #140 **DATE:** 01/06/2015

CURRENT POSITION TITLE: Deputy Clerk I **CURRENT SLOT. #:** 145

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other DELETE

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

POSITION SALARY REQUEST:

Salary Amount: $ 26,014.00 (Current Budgeted Salary) $ 0.0 (Proposed Budgeted Salary) $ (26,014.00) (Net Change)

Position to be funded from one of the following:

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

☑ Other NO BUDGET IMPACT.

POSITION Type:

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

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

$ _____ Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Slot currently vacant.

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)

n/a

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

n/a

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

NO BUDGET IMPACT.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. Paul Villarreal Jr. PCC	1/06/2015				
DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO	
2.	1/15/2015				
HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO	
3.	1/15/15				
DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO	
4.					
COMMISSIONERS COURT APPROVAL	DATE				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 12 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Tax Office #140 **DATE:** 01/06/2015

CURRENT POSITION TITLE: **CURRENT SLOT. #:** ~~167~~ 168

REQUESTED POSITION TITLE: EXECUTIVE ASST I
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other CREATE

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

POSITION SALARY REQUEST:

Salary Amount: $ N/A (Current Budgeted Salary) $ 38,500.00 (Proposed Budgeted Salary) $ 38,500.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other No Budget Impact, to be funded from deletion of Slots #34, 60, 145, 135 & 59.

POSITION Type:

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

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

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

TEMPORARY POSITIONS:

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

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

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

After a careful review of office staff, a much greater need for an Executive Asst. I exists at this time to perform advanced senior level professional assistance work for the Tax Office.

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

See attaced.

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

n/a

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

n/a

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

To be funded from deletion of various slots within the Department.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Paul Villarreal Jr. PCC DEPARTMENT HEAD	1/06/2015 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	1/15/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/15/15 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 12 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Tax Office #140 **DATE:** 01/06/2015

CURRENT POSITION TITLE: **CURRENT SLOT. #:** ~~168~~ 169

REQUESTED POSITION TITLE: EXECUTIVE ASST II
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other CREATE

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

POSITION SALARY REQUEST:

Salary Amount: $ N/A (Current Budgeted Salary) $ 44,000.00 (Proposed Budgeted Salary) $ 44,000.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other No Budget Impact, to be funded from deletion of Slots #34, 60, 145, 135 & 59.

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

After a careful review of office staff, a much greater need for an Executive Asst. II exists at this time to perform highly advanced senior level professional assistance work for the Tax Office, overseeing high level administrative operations for the Department.

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

See attaced.

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

n/a

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

n/a

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

To be funded from deletion of various slots within the Department.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Paul Villarreal Jr. PCC DEPARTMENT HEAD	1/06/2015 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	1/15/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/15/15 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 12 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Tax Office #140

DATE: 01/06/2015

CURRENT POSITION TITLE:

CURRENT SLOT. #: ~~169~~ 170

REQUESTED POSITION TITLE: BOOKKEEPER II
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other CREATE

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

POSITION SALARY REQUEST:

Salary Amount: $ N/A (Current Budgeted Salary) $ 29,484.00 (Proposed Budgeted Salary) $ 29,484.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other No Budget Impact, to be funded from deletion of Slots #34, 60, 145, 135 & 59.

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

After a careful review of office staff, a much greater need for an Bookkeeper II exists at this time to perform entry level technical accounting work for the Tax Office, involves detailed assignments, classifying, examining and verifying financial records, reports, etc., for the Department.

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

See attaced.

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

n/a

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

n/a

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

To be funded from deletion of various slots within the Department.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Paul Villarreal Jr. PCC DEPARTMENT HEAD	1/06/2015 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	1/15/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/15/15 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 12 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Tax Office #140

DATE: 01/06/2015

CURRENT POSITION TITLE:

CURRENT SLOT. #: ~~170~~ 171

REQUESTED POSITION TITLE: ADMINISTRATIVE ASST III
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other CREATE

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

POSITION SALARY REQUEST:

Salary Amount: $ N/A (Current Budgeted Salary) $ 34,000.00 (Proposed Budgeted Salary) $ 34,000.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other No Budget Impact, to be funded from deletion of Slots #34, 60, 145, 135 & 59.

POSITION Type:

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

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

$ _____ Enter hourly rate for temp. positions
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

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

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

After a careful review of office staff, a much greater need for an Administrative Asst III exists at this time to perform complex administrative support and technical program assistance work for the Tax Office.

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

See attaced.

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

n/a

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

n/a

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

To be funded from deletion of various slots within the Department.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Paul Villarreal Jr. PCC DEPARTMENT HEAD	1/06/2015 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	1/15/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/15/15 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY

EXECUTIVE ASSISTANT I

GENERAL DESCRIPTION

Performs advanced (senior-level) professional assistance work for an executive; Work involves coordinating or overseeing high-level administrative operations of the County or department. May assign and/or supervise the work of others; Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Develops administrative procedures, standards, and methods

Prepares technical aspects of manuals and publications

Oversees the review and evaluation of work content for the purpose of developing effective administrative practices and formulating policies that may contribute to the improvement of public services provided by the County

Coordinates work with other governmental agencies and private organizations

Advises the County's executive on administrative matters within the County

Provides technical administrative assistance to the County executive

Assists in planning, preparing, or overseeing the preparation of reports

May assist the executive with general human resource management actions

May assist in budget preparation

May assign and/or supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

One (1) year related experience

Graduation from an accredited four-year college or university with major course work in business administration or a related field

Two (2) years of experience may be substituted for one (1) year of education

Knowledge, Skills, and Abilities

Knowledge of accepted business practices and procedures involved in providing services and of applicable rules, regulations, and policies, as well as related legislative and legal practices and procedures

Ability to communicate effectively, and to handle high level administrative issues, to assign and/or supervise the work of others

Ability to analyze and solve work related problems

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY TAX OFFICE

EXECUTIVE ASSISTANT II

GENERAL DESCRIPTION

Performs highly advanced (senior-level) professional assistance work for an executive; Work involves coordinating or overseeing high level administrative operations of the County or department. May plan, assign, and/or supervise the work of others; Works under minimal supervision with extensive latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Provides administrative and technical assistance to a County executive

Plans, prepares, or oversees the preparation of periodic and special reports

Interprets policies and procedures and makes administrative decisions

Develops administrative procedures, standards, and methods

Oversees the preparation of manuals and publications

Oversees the review and evaluation of work content for the purpose of developing effective administrative practices and formulating policies that may contribute to the improvement of public services provided by the County

Coordinates work with other governmental agencies and private organizations

Advises the County's executive on administrative matters within the department or county

May assist the executive with general human resource management actions

May assist in budget preparation

May plan, assign, and/or supervise the work of others

May plan and coordinate special and administrative assignments and programs

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three (3) years related experience

Graduation from an accredited four-year college or university with major course work in business administration or a related field

Two (2) years of experience may be substituted for one (1) year of education

Knowledge, Skills, and Abilities

Knowledge of accepted business practices and procedures involved in providing services and of applicable rules, regulations, and policies, as well as related legislative and legal practices and procedures

Ability to communicate effectively, and to handle high level administrative issues, to assign and/or supervise the work of others

Ability to analyze and solve work related problems

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY TAX OFFICE

BOOKKEEPER II

GENERAL DESCRIPTION

Performs entry level technical accounting work; Work involves detailed assignments, classifying, examining, and verifying financial records, documents, or reports; Works under moderate supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Classifies, codes, posts, and balances assigned financial accounting documents and records.

Compiles statistical, financial, accounting, or auditing reports and tables pertaining to cash receipts, expenditures, accounts payable and receivable, and profit and/or losses

Calculates, prepares, invoices, account statements, and other financial statements according to procedure and submits to auditor's office for processing.

Prepares payment, cash, general journal, and related voucher

Reviews balances on expenditure reports for availability

Reconciles bank statements, researches discrepancies, and reports findings

Will create spreadsheets for reports

May perform payroll related activities

May receive cash, prepare deposits slips, and maintain cash control records

Assists with financial statements and operating reports

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two (2) years related experience with accounting or bookkeeping principles

Graduation from a high school or equivalent (GED) supplemented by college course work in accounting

Experience and education may be substituted for one another

Knowledge, Skills, and Abilities

Knowledge of generally accepted accounting principles and procedures affecting the maintenance of accounting records and automated accounting systems

Skill in the use of a personal computer and related office equipment

Knowledge of MS Word and Excel

Ability to review work for accuracy, to accurately perform detailed numerical work, to make arithmetical computations, and to prepare financial and accounting records

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY

ADMINISTRATIVE ASSISTANT III

GENERAL DESCRIPTION

Employee performs complex administrative support or technical program assistance work. Work involves disseminating information, maintaining filing systems, and performing internal administrative support work. Employee may supervise the work of others and may train others. Employee works under general supervision with moderate latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Prepares, interprets, and disseminates information concerning agency programs and procedures

Prepares, edits, and distributes correspondence, reports, studies, forms, and documents

Participates in the planning and execution of an agency program

Develops, coordinates, and maintains record keeping and filing systems

Responds to inquiries regarding rules, regulations, policies, and procedures

Coordinates meetings, conferences, and seminars

Assists in the development of administrative or technical assistance policies and procedures

May coordinate work between organizational units of the agency

May assist in compiling and analyzing data, making calculations, and preparing reports

May assist in the preparation of presentations for administrative hearings

May research, compose, design, or edit agency publications such as brochures, forms, and manuals

May develop training materials

May train others

May supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two to three (2-3) years of experience in administrative support work.

Graduation from a junior college with an Associate's degree in administrative support

Two (2) years of experience may be substituted for one (1) year of education

Knowledge, Skills, and Abilities

Knowledge of office practices and administrative procedures

Skill in standard office equipment and software

Ability to implement administrative procedures and to evaluate their effectiveness

Ability to interpret rules, regulations, policies, and procedures

Ability to communicate effectively

Ability to train others

Ability to supervise the work of others

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an

employee encounter while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

THE COUNTY OF HIDALGO
TEXAS

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, January 20, 2015 Agenda Item: 48085

Summary of request/proposal:
TAX OFFICE (1100) -
APPROVAL TO DELETE/CREATE THE FOLLOWING FULL-TIME POSITION(S):

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	DEPUTY CLERK II	0034	113	35,651.00	0.00	(35,651.00)
1100	DEPUTY CLERK I	0059	113	26,924.00	0.00	(26,924.00)
1100	DEPUTY CLERK I	0060	113	26,394.00	0.00	(26,394.00)
1100	DEPUTY CLERK I	0135	113	26,014.00	0.00	(26,014.00)
1100	DEPUTY CLERK I	0145	113	26,014.00	0.00	(26,014.00)
1100	EXECUTIVE ASSISTANT I	0168	113	0.00	38,500.00	38,500.00
1100	EXECUTIVE ASSISTANT II	0169	113	0.00	44,000.00	44,000.00
1100	BOOKKEEPER II	0170	113	0.00	29,484.00	29,484.00
1100	ADMINISTRATIVE ASSISTANT III	0171	113	0.00	34,000.00	34,000.00
				140,997.00	145,984.00	4,987.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-415-15-140-001-0	113	TAX OFFICE-	REGULAR FULL TIME	$4,738.61
5-1100-415-15-140-001-0	211	TAX OFFICE-	HEALTH INSURANCE	($5,632.74)
5-1100-415-15-140-001-0	212	TAX OFFICE-	LIFE INSURANCE	($35.69)
5-1100-415-15-140-001-0	220	TAX OFFICE-	FICA	$362.50
5-1100-415-15-140-001-0	230	TAX OFFICE-	RETIREMENT	$503.71
5-1100-415-15-140-001-0	250	TAX OFFICE-	UNEMPLOYMENT COMP	$28.43
5-1100-415-15-140-001-0	260	TAX OFFICE-	WORKER'S COMP	$9.95
			2015 Budgetary Impact	($25.23)

2016 Budgetary Impact: ($26.54)

Possible Funding Sources: NO BUDGETARY IMPACT

Comments:

Hidalgo Co. Budget Office
2/3/2005

AI -48110 **Human Resources** **9. H.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: URBAN COUNTY

Information

CAPTION

Urban County Program (1288):
1. Approval of the following personnel actions, effective next full pay period, 01/26/2015:

Action	Slot #	Position Title	Dept/Program	Actual/Proposed Budgeted Salary
Delete	0006	Clerk II	Urban County (Home) 250-002	$22,303.00
Delete	0028	Executive Assistant I	Urban County (CDBG) 250-001	$41,280.00
Create	0032	Assistant Deputy Director	Urban County (CDBG) 250-001	$63,583.00

2. Approval to revise the salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: See Below **ACCT. #:**

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

BUDGETARY IMPACT:

URBAN COUNTY- CDBG 5-1288-463-00-250-001-6-XXX:
VARIANCE TO BE FUNDED FROM DELETED POSITION IN THE URBAN COUNTY-HOME PROGRAM (250-002), SLOT NO. 0006.

URBAN COUNTY- HOME 5-1288-463-00-250-002-6-XXX:
SURPLUS FUNDS WILL BE UTILIZED IN FUNDING THE VARIANCE FOR NEW POSITION IN THE URBAN COUNTY CDBG PROGRAM (250-001), SLOT NO. 0032.

Attachments

PAR FORMS & JOB DESC
FISCAL NOTE

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/15/2015 10:31 AM
Human Resources	Diana Munoz	01/16/2015 03:04 PM
Obdett Calzada	Obdett Calzada	01/16/2015 03:11 PM
Purchasing Department	Monica Badillo	01/16/2015 06:31 PM
Form Started By: Monica Badillo		Started On: 01/14/2015 01:29 PM
Final Approval Date: 01/16/2015		

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC - 3 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **URBAN COUNTY PROGRAM/250** DATE: **December 3, 2014**

CURRENT POSITION TITLE: **CLERK II**
URBAN COUNTY – HOME (250-002) CURRENT SLOT. #: **0006**

REQUESTED POSITION TITLE: CURRENT SLOT. #:

REQUEST FOR: OF POSITION

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other **DELETE POSITION**

POSITION SALARY REQUEST:

1	$ 22,303.00	$ 0.00	$ (22,303.00)
NO. OF POSITIONS	CURRENT SALARY/ALLOWANCE	PROPOSED SALARY/ALLOWANCE	NET CHANGE

Position to be funded from one of the following:

[☒] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION SALARY REQUEST:

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)

AS PER THE NEEDS OF THE UCP, THIS POSITION IS NOT 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.	DEPARTMENT HEAD	12/3/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	12/5/14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/12/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC - 3 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **URBAN COUNTY PROGRAM/250** DATE: **December 3, 2014**

CURRENT POSITION TITLE: **EXECUTIVE ASSISTANT I**
URBAN COUNTY - CDBG (250-001) CURRENT SLOT. #: **0028**

REQUESTED POSITION TITLE: CURRENT SLOT. #:

REQUEST FOR: OF POSITION

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

POSITION SALARY REQUEST:

1	$ 41,280.00	$ 0.00	$ (41,280.00)
NO. OF POSITIONS	CURRENT SALARY/ALLOWANCE	PROPOSED SALARY/ALLOWANCE	NET CHANGE

Position to be funded from one of the following:

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

☐ Other _____

POSITION SALARY REQUEST:

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

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

_____
Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

AS PER THE NEEDS OF THE UCP, THIS POSITION IS NOT 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.	DEPARTMENT HEAD	12/3/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	12/5/14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/12/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC - 3 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **URBAN COUNTY PROGRAM/250** DATE: **December 3, 2014**

CURRENT POSITION TITLE: CURRENT SLOT. #:

REQUESTED POSITION TITLE: **ASSISTANT DEPUTY DIRECTOR URBAN COUNTY - CDBG (250-001)** CURRENT SLOT. #: **0032**

REQUEST FOR: OF POSITION

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

POSITION SALARY REQUEST:

1	$ 0.00	$ 63,583.00	$ 63,583.00
NO. OF POSITIONS	CURRENT SALARY/ALLOWANCE	PROPOSED SALARY/ALLOWANCE	NET CHANGE

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION SALARY REQUEST:

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)

THIS POSITION IS NECESSARY TO APPROPRIATELY MEET PROGRAM REQUIREMENTS.

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.	DEPARTMENT HEAD	12/3/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	12/5/14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/12/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY URBAN COUNTY PROGRAM

ASSISTANT DEPUTY DIRECTOR

GENERAL DESCRIPTION

Performs highly advanced (senior-level) policy administration and managerial work; Work involves specialized knowledge of state government, strategic planning, and County administration. Works closely with the Deputy Director on the day-to-day operations of the County; Works under minimal supervision with latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Provides assistance and advice to the Deputy Director regarding County operations

Plans, prepares, or oversees the preparation of periodic and special reports

Assists in budget preparation

Assists in management of the day-to-day operations of the County

Ensures that the agency adheres to County goals and objectives

Provides assistance and advice to members of the county upon request

Provides information and advice to county agencies and the general public regarding County activities and responsibilities

May act as Deputy Director in the absence of the Deputy Director

Plan, assign, coordinate special and administrative assignments, programs and/or supervise the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Five (5) years of experience in public administration and/or management work

Graduation from an accredited four-year college or university with major course work in business, public administration, or related field required

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

CERTIFICATES, LICENSES, REGISTRATION

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

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

Knowledge, Skills, and Abilities

Knowledge of local, state, and federal laws and regulations and of the principles and practices of public administration and management

Ability to read, interpret documents of federal, state, local laws and procedures.

Ability to complete reports and answer correspondence

Ability to apply common sense understanding and direct staff in written, oral or diagram form

Ability to supervise and communicate effectively with staff and the public

Must have extensive experience in office or related work

Must have knowledge of computers and spreadsheets

Must have previous supervisory experience

General knowledge of city, county, and state government is required

Ability to assist the public in person or by telephone

Must have good writing and communication skills

Must be well organized

Ability to work well with others including vendors, department employees, elected officials, and departments heads

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

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

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee may 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, January 20, 2015 Agenda Item: 48110

Summary of request/proposal:
URBAN COUNTY (1288) -
APPROVAL TO DELETE/CREATE THE FOLLOWING FULL TIME POSITIONS:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1288	EXECUTIVE ASSISTANT I	0028	113	41,280.00	0.00	(41,280.00)
1288	ASSISTANT DEPUTY DIRECTOR	0032	113	0.00	63,583.00	63,583.00
				41,280.00	63,583.00	22,303.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1288-463-00-250-001-6	113	URBAN COUNTY- CDBG	REGULAR FULL TIME	$21,192.12
5-1288-463-00-250-001-6	211	URBAN COUNTY- CDBG	HEALTH INSURANCE	$0.00
5-1288-463-00-250-001-6	212	URBAN COUNTY- CDBG	LIFE INSURANCE	$0.00
5-1288-463-00-250-001-6	220	URBAN COUNTY- CDBG	FICA	$1,621.20
5-1288-463-00-250-001-6	230	URBAN COUNTY- CDBG	RETIREMENT	$2,307.82
5-1288-463-00-250-001-6	250	URBAN COUNTY- CDBG	UNEMPLOYMENT COMP	$120.80
5-1288-463-00-250-001-6	260	URBAN COUNTY- CDBG	WORKER'S COMP	$44.50
			2015 Budgetary Impact	$25,286.44

2016 Budgetary Impact: $26,560.65

Possible Funding Sources: VARIANCE TO BE FUNDED FROM DELETED POSITION IN THE URBAN COUNTY-HOME PROGRAM (250-002), SLOT NO. 0006.

Comments:

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, January 20, 2015 Agenda Item: 48110

Summary of request/proposal:
URBAN COUNTY (1288) -
APPROVAL TO DELETE/CREATE THE FOLLOWING FULL TIME POSITIONS:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1288	CLERK II	0006	113	22,303.00	0.00	(22,303.00)
				22,303.00	0.00	(22,303.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1288-463-00-250-002-6	113	URBAN COUNTY- HOME	REGULAR FULL TIME	($21,192.12)
5-1288-463-00-250-002-6	211	URBAN COUNTY- HOME	HEALTH INSURANCE	($5,347.68)
5-1288-463-00-250-002-6	212	URBAN COUNTY- HOME	LIFE INSURANCE	($35.69)
5-1288-463-00-250-002-6	220	URBAN COUNTY- HOME	FICA	($1,621.20)
5-1288-463-00-250-002-6	230	URBAN COUNTY- HOME	RETIREMENT	($2,307.82)
5-1288-463-00-250-002-6	250	URBAN COUNTY- HOME	UNEMPLOYMENT COMP	($120.80)
5-1288-463-00-250-002-6	260	URBAN COUNTY- HOME	WORKER'S COMP	($44.50)
			2015 Budgetary Impact	($30,669.81)

2016 Budgetary Impact: ($32,507.61)

Possible Funding Sources: SURPLUS FUNDS WILL BE UTILIZED IN FUNDING THE VARIANCE FOR NEW POSITION IN THE URBAN COUNTY-CDBG PROGRAM 250-001), SLOT NO. 0032.

Comments:

AI -48145 **Human Resources** **9. I.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Raul Lozano, COMM. PCT. #1

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COMM. PCT. #1

Information

CAPTION

Pct 1 Parks (1100)/ Pct 1 Rd Maintenance (1200):
1. Discussion, consideration, and approval of the following salary adjustment, effective 01/26/2015:

Action	Dept/ Pgrm	Slot No.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary	Total Adjustment
Salary Adjustment (Increase)	121-013	0010	Heavy Equipment Operator III	$27,405.00	Heavy Equipment Operator III	$30,324.00	$2,919.00

2. Approval to waive Section 3.22 of the Civil Service Commission Rules and reclassify the following full-time position, as per sections 3.22-3.28 of the Civil Service Commission Rules, effective 01/26/2015.

Action	Dept/ Pgrm	Slot No.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary	Total Adjustment
Reclassify	121-013	0007	Clerk/ Receptionist	$29,150.00	Accounts Payable Clerk	$32,150.00	$3,000.00
Reclassify	121-005	0046	Heavy Equipment Operator I	$27,124.00	Heavy Equipment Operator III	$30,324.00	$3,200.00
Reclassify	121-005	0109	Heavy Equipment Operator III	$30,342.00	Crew Leader II	$33,542.00	$3,200.00

3. Approval of transfer(s).
4. Approval to revise the salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: See Below **ACCT. #:** VARIOUS

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

BUDGETARY IMPACT:

Personnel action in Parks 121-013 to be funded via interdepartmental transfer from co wide admin contingency (5-1100-415-00-115-002-0-899)....pending cc approval.

Personnel action in Rd Maintenance 121-005 to be funded via intra-departmental transfer from operating budget...pending cc approval.

Attachments

PAR forms & Job Desc/Audit
Interdepartmental Transfer
LIT- Pct 1 Rd Maint
Fiscal Note(s)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/15/2015 04:24 PM
Human Resources	Diana Munoz	01/16/2015 03:04 PM
Rosalinda Cantu	Rosie Cantu	01/16/2015 03:40 PM
Rosalinda Cantu	Rosie Cantu	01/16/2015 04:34 PM
Obdett Calzada	Obdett Calzada	01/16/2015 06:03 PM
Purchasing Department	Monica Badillo	01/16/2015 06:31 PM

Form Started By: Monica Badillo Started On: 01/15/2015 04:18 PM

Final Approval Date: 01/16/2015

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 18 2014
HUMAN RESOURCES

DEPARTMENT/NUMBER: PARKS, PCT. 1 121-013 DATE: 12/17/201413

CURRENT POSITION TITLE: CLERK/RECEPTIONIST CURRENT SLOT #: 0007

REQUESTED POSITION TITLE: ACCOUNTS PAYABLE CLERK

REQUEST FOR:

[ ] New Position [ ] Temporary Position [X] Position Reclassification* [ ] Other _____

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

POSITION SALARY REQUEST:

Salary Amount:

$ 29,150.00 Current G&S/ Budgeted Salary
$ 32,150.00 Proposed G&S/ Budgeted Salary
$ 3,000.00 Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

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

Reclassification of this position is necessary to meet the Precinct's departmental need. The job content, job responsibilities and level of knowledge for this position are consistent with the position title requested. Therefore, an adjustment of salary is essential in order to continue the efficiency of the operation.

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

SEE ATTACHED JOB DESCRIPTION

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12-17-14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	X	YES		NO
2.	HUMAN RESOURCES DIRECTOR	12/19/14 Date	PERSONNEL PROCEDURES COMPLETED	✓	YES		NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/19/2014 Date	BUDGET PROCEDURES COMPLETED	✓	YES		NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY

Job Title: Accounts Payable Clerk		**FLSA Status:**	**Non-Exempt**
Dept No: 121		**Civil Service Status:**	**Non-Exempt**

SUMMARY:
Responsible for the Precincts' budget, processing of requisitions, obtaining purchase orders, reviewing and processing invoices, maintaining proper ledgers and must familiarize with Hidalgo County Purchasing policies. Good communication skills are a must. Applicant will be working closely with the Hidalgo County Purchasing and Auditor's Department.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Prepares and verifies purchase order for payment of bills.
- Posts receipt and/or disbursements to appropriate ledger(s), journals, and/or reports that insures that accounts balance.
- Prepares reports at regular intervals reflecting disbursements and/or receipts by category and/or projects.
- Gathers financial and statistical data and prepares reports of program activities.
- Responds to inquiries about the department or division, especially related to financial transactions, from persons visiting the office, calling on the telephone or writing to request information.
- Enters financial and other data on computer terminal and balances source data to computer printouts.
- Undertakes special accounting projects and prepares special reports as assigned.
- Creates and maintains necessary manual and computerized files and filing systems.
- Depending upon the department or division to which assigned, performs and combination of the following duties: secures documents, money and checks and may be responsible for securing office and setting alarms, verifies receipts and/or cash register tapes to checks and cash received, identifies errors and makes necessary corrections.
- Prepares, maintains and verifies records and reports for mileage, fuel usage or takes messages, or serves as back-up for receptionist.
- May maintain an inventory of supplies and equipment and orders replacements as needed to insure adequate stock.
- Compiles budgetary estimates and allotments and prepares budget worksheet on receipts and expenditures.
- Performs such other duties as may be assigned.
- Regular Attendance is a must; Ability to work well with others.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities;

EDUCATION and/or EXPERIENCE

- High School Diploma or GED; including or supplemented by Bookkeeping or Accounting courses; plus five (5) years clerical and/or secretarial experience, at least three (3) years of which involved Bookkeeping or Accounting; or
- Any equivalent combination of experience and training which provides the required knowledge skills and abilities.

CERTIFICATES, LICENSES, REGISTRATIONS

- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's Insurance carrier;

OTHER SKILLS AND ABILITIES

- Ability or demonstrated ability to learn to operate a computer, calculator, cash, register, facsimile and telephone.
- Good knowledge of generally accepted accounting principles relating to single or double entry accounting systems and financial reports.
- Ability to work quickly and accurately with numbers and maintain neat, well organized records.
- Ability to operate a 10-key calculator by touch.
- Ability to exercise judgment regarding release of confidential information.
- Ability to use standard work processing, data inquiry and spreadsheet programs.
- Ability to establish and maintain effective working relationships with other county employees, officials and the general public.
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals.
- Ability to write routine reports and correspondence.
- Ability to speak effectively before groups of customers or employees of organization.
- Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference and volume.
- Ability to apply concepts of basic algebra and geometry.
- Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram forms.
- Ability to deal with problems involving several concrete variables in standardizes situations.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Must have the ability to operate personal computer and other office equimpment.
- Must be knowledgeable in computer accounting.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

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

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

The employee must occasionally lift and/or move over 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 encounters while performing the essential functions of this job;

The noise level in the work environment is usually moderate;

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

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

Maintain mental capacity which permits:

- making sound decisions and using good judgment;
- handling financial affairs effectively and honestly;
- maintaining confidentiality;
- 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;
- communicating with others;

ACCIDENT PREVENTION PROGRAM:
Required to follow all departments' safety regulations;

COUNTY OF HIDALGO

Human Resources Department

JOB AUDIT FORM

(i) *This Job Audit Form is used to gather information about the duties, responsibilities, and qualifications needed for jobs performed by all County Employees. The information provided in this form is the basis for the job audit to determine that the classification of titles and pay grades reflect the position responsibilities accordingly. It is recommended that this form be completed by both the supervisor and the employee collaboratively and is essential for the success of this process.*

(ii) *In responding to the questions, it is important to be as accurate and thorough as possible when addressing the position.*

(iii) *This questionnaire is being used for a wide variety of positions with the County of Hidalgo and some questions will be more applicable to certain types of jobs. If you feel a question is not relevant to the position responsibilities, enter NOT APPLICABLE.*

Supervisors wanting to Audit a New Position or Existing Position:

If this request is for a reclassification requesting a title and grade change, complete all sections of this form and submit to the Human Resources Department to obtain required approvals.
If this is a request for a reclassification for a position not currently part of the Inventory list, complete all sections of this form and submit to the Human Resources Department assigning new title, job reclassification and new pay grade if applicable.

Employee Name: ANTHONY WEBBER ***Department: (121-013)*** ***Slot: 0007***

Current Job Title/Grade: Clerk/Receptionist ***Proposed Job Title/Grade: Accts. Payable Clerk/ Salary Increase***

Immediate Supervisor: DAVID RODRIGUEZ ***Date:*** 12/19/14

1. Basic Functions and Scope of Job. *Please provide a brief summary of the main purpose of this job and the primary function of the position. State briefly the scope of the job duties performed.*

Responsible for the Precinct's budget, processing of requisitions, obtaining purchase orders, reviewing and processing invoices, maintaining proper ledgers and must familiarize with Hidalgo County Purchasing policies. Good communication skills are a must. Applicant will be working closely with the Hidalgo County Purchasing and Auditor's Department.

2. Work Performed: *Describe in detail the duties performed. State specifically what is done, and explain why and how.*
Current Duties and Proposed Duties are the same

- *Prepares and verifies purchase order for payment of bills*
- *Posts receipt and/or disbursements to appropriate ledger(s), journals and/or reports, that insures that accounts balance*
- *Prepares reports at regular intervals reflecting disbursements and/or receipts by category and/or projects*
- *Gathers financial and statistical data and prepares reports of program activities*
- *Responds to inquires about the department or division, especially related to financial transactions, from persons visiting the office, calling in the telephone or writing to request information.*
- *Enters financial and other data on computer terminal and balances source data to computer printouts*
- *Undertakes special accounting projects and prepares special reports as assigned*
- *Creates and maintains necessary manual and computerized files and filing systems*
- *Depending upon the department or division to which assigned, performs any combination of the following duties: secures documents, money and checks and may be responsible for securing office and setting alarms, verifies receipts and/or cash register tapes to checks and cash received, indentifies errors and make necessary corrections.*
- *Prepares, maintains and verifies records and reports for mileage, fuel usage or other data*
- *Answers telephone, responds to inquiries, refers caller to appropriate party or take messages, or serves as back-up for receptionist*
- *May maintain an inventory of supplies and equipment and orders replacements as needed to insure adequate stock*
- *Complies budgetary estimates and allotments and prepares budget worksheet on receipts and expenditures*
- *Performs such other duties as may be assigned.*

- *Regular attendance is a must*
- *Ability to work well with others*

3. Work Contacts: *The extent to which the position requires the ability to gain cooperation, persuade and influence other people. Indicate the level, frequency, difficulty and importance of work contacts.*

4. Decision-Making: *Indicate level of capacity allowed under County policies, procedures and practices. Provide example of typical problems you must resolve and describe the judgment that is required.*

5. Supervisory responsibility: *Extent to which position controls, directs, or is accountable for work of others*

Supervision Capacity:	*Name and titles of employees supervised*	*Type of Supervision (Close, General, Direct)*
Recommend for hiring		
Final hiring decision		
Determine training needs		
Plan and assign work		
Reclassification/pay increase		
Evaluate performance/conduct		
Handle grievances/complaints		
Initiate disciplinary actions		
Recommend termination		
Final termination decision		
Other (Please explain)		

6. Physical Effort: *Amount of physical effort required to perform the job*

___ Operates no tools, machines or equipment
___ No significant lifting required

Identify tools, equipment, machinery and materials handled. Indicate approximate percentage of available work time. %

Tools	0
Equipment	0
Machinery	0
Materials Weight	0

Work Conditions: The degree of exposure to work conditions such as dirt, heat, fumes, etc.

Surroundings	% of time	Surroundings	% of time
Dirt	0	Noise	0
Heat	0	Vibration	0
Fumes	0	Grease/oil	0
Smoke	0	Dust/shavings	0
Water	0	Office environment	0

Position while working % of total time

	Frequency in position
Walking	0
Standing	0
Lifting	0
Climbing	0
Pulling	0
Pushing	0
Cramped or confined spaces	0
Sitting	95
Other	

Comments:

7. *Education/ Training and Experience Required:*

Minimum academic, commercial and technical qualifications required for performing the full duties of job	*Minimum previous experience regarded as essential for a person with the specified educational background sufficient to perform this type of job*
Academic XHigh School Diploma/GED Three years of supervisory experience, and/or any equivalent combination of experience and training which provides the required knowledge, skills and abilities to perform duties. _Two year college (Associate's Degree) _____ _Trade or Technical School (Certificate or diploma) _____ _Four year college (Bachelor's Degree) _Graduate (Master's Degree) _____ _Certification _____ _Any specific/previous training or skills that can increase competency	**Years of Experience** (0-1, 1-3, 3-5, 5-more) Field of Experience 3 This type of job 3 Related experience 3 On-the-job training _____ Please describe the type and level of experience

8. *Approvals*

Employee Certification Section

I certify that the information contained in this job description document is correct and complete.

Employee Signature: Cy Wells **Date:** 12-19-14

Supervisor's Comment Section

If you have asked an employee in the position to complete this document, it is important that you, the supervisor, review the Job Audit Form since you may have a different perspective of this position. For example, an employee may tend to overstate responsibilities. Do not change the employee's description, but provide your comments with reference to the appropriate section in the employee's description. (Attach an additional sheet, if needed)

I agree with the employee's description:

☑ As written

☐ As modified on the attached sheet

☐ Advised employee of modifications regarding job description Employee's Initials A.W.

Supervisor's Signature: _____ Date:_____

Supervisor's Name and Title (please print)	Telephone #:	Email Address

RECLASSIFICATION COMMITTEE REVIEW

HUMAN RESOURCES DIRECTOR/DESIGNEE SIGNATURE _____ DATE_____

Comments: _____

_____

BUDGET & MANAGEMENT/ DESIGNEE SIGNATURE _____ DATE_____

Comments: _____

_____

COUNTY TREASURER'S OFFICE/DESIGNEE SIGNATURE _____ DATE_____

Comments: _____

_____

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 18 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PARKS, PCT. 1 121-013 DATE: 12/17/201413

CURRENT POSITION TITLE: HEO III CURRENT SLOT #: 0010

REQUESTED POSITION TITLE: HEO III

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [x] Other SALARY INCREASE

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

POSITION SALARY REQUEST:

Salary Amount:

$ 27,405.00 Current G&S/ Budgeted Salary
$ 30,324.00 Proposed G&S/ Budgeted Salary
$ 2,919.00 Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ Hourly Rate *2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

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

Employee has been given additional duties for long period of time, therefore; an adjustment of salary is essential in order to maintnain an efficient operation of services.

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

SEE ATTACHED JOB DESCRIPTION

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12-17-14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2.	HUMAN RESOURCES DIRECTOR	12/19/14 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/19/2014 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HEAVY EQUIPMENT OPERATOR III

GRADE: 07

GENERAL DESCRIPTION

Performs highly advanced and/or supervisory (senior-level) construction and maintenance work. Work involves the specialized operation of heavy and light equipment used for repair, maintenance, and construction programs. May plan, assign, and/or supervise the work of others; Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Operates a variety of types of gasoline and diesel equipment and light and heavy equipment involved in construction and maintenance projects, such as graders, backhoes, front-end loaders, forklifts, dump trucks, or related equipment

Prepares daily reports and logs related to quantities of materials used, types of equipment, work hours, and project status

Performs routine and preventive vehicle and equipment maintenance and repair to ensure proper operating conditions

Performs general maintenance/manual labor as required

Performs traffic control set up on job sites to ensure safe working environments

Reports and/or repairs malfunctions on light and heavy equipment

May work on the reconstruction or rehabilitation of streets, surface maintenance, traffic control, or drainage zones

May assist during emergency situations such as floods, severe weather, and accidents

May be required to read and interpret blueprints, drawings, and specifications for road or other construction

May lead crew at job sites to ensure a safe working environment and provide on-site supervision of crew task performance

May plan, assign, and/or supervise the work of others

Ability to work effectively and cooperatively with other crewmembers

Performs other duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three (3) years of related experience. Graduation from a high school or equivalent is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of construction maintenance, repair, and operation of light and heavy equipment, including vehicles

Ability to maintain records of materials, supplies, time, and work performed; to work effectively with the public; to train others; and plan, assign, and/or supervise the work of others

Registration, Certification, and Licensure

May be required to be licensed in a specialty area

May require a valid Texas driver's license and/or commercial driver's license

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

COUNTY OF HIDALGO

Human Resources Department

JOB AUDIT FORM

(i) This Job Audit Form is used to gather information about the duties, responsibilities, and qualifications needed for jobs performed by all County Employees. The information provided in this form is the basis for the job audit to determine that the classification of titles and pay grades reflect the position responsibilities accordingly. It is recommended that this form be completed by both the supervisor and the employee collaboratively and is essential for the success of this process.

(ii) In responding to the questions, it is important to be as accurate and thorough as possible when addressing the position.

(iii) This questionnaire is being used for a wide variety of positions with the County of Hidalgo and some questions will be more applicable to certain types of jobs. If you feel a question is not relevant to the position responsibilities, enter NOT APPLICABLE.

Supervisors wanting to Audit a New Position or Existing Position:

If this request is for a reclassification requesting a title and grade change, complete all sections of this form and submit to the Human Resources Department to obtain required approvals.
If this is a request for a reclassification for a position not currently part of the Inventory list, complete all sections of this form and submit to the Human Resources Department assigning new title, job reclassification and new pay grade if applicable.

Employee Name: ROBERTO RIVERA *Department:* 121- 013

Current Job Title/Grade: HEO III *Proposed Job Title/Grade:* SALARY INCREASE Slot 10
(SEE ATTACHMENT)

Immediate Supervisor: David Rodriguez *Date:* 12/18/17

1. Basic Functions and Scope of Job: *Please provide a brief summary of the main purpose of this job and the primary function of the position. State briefly the scope of the job duties performed.*

Serve as general maintenance for the Precinct. Position may involve minimal instruction or supervision. Skilled manual labor position involved with maintenance of county roads and right-of-way or servicing an operation such as brush collection, road patch work, and drainage clearing. May Perform all kinds of welding, brazing and cutting using gas and electric welding.

2. Work Performed: *Describe in detail the duties performed. State specifically what is done, and explain why and how.*

Current Duties:

- Loads material, trash, brush, etc., onto truck and may sometime unload the same.
- Assist in cleaning equipment, hand tools and truck, operate heave equipment
- May perform minor repairs to the tools, equipment and truck
- Ability to operate and maintain equipment that is used during projects to repair roads, brush pick up or clearing of drainage ditches
- May install culverts and other road repairs
- Cuts high grass or weeds and picks up brush along County right of way
- Maintains shop area clean on daily basis
- May patch County roads
- May be required to operate a welder various metal materials
- May operate shredders

Proposed Duties:

SAME
(SEE ATTACHMENT)

Attach an additional list of duties on a separate page if needed

3. Work Contacts: *The extent to which the position requires the ability to gain cooperation, persuade and influence other people. Indicate the level, frequency, difficulty and importance of work contacts.*

Contacts	Frequency	Purpose of Contact	Means of Contact
Elected Officials			
Department Heads	Daily	Receive directives for scheduled work	Verbal directives, mobile or portable radios
Other outside Sources			
Vendors /Organizations			
Peers in other depts.			
General Public			

Other (specify) _____

4. Decision-Making: Indicate level of capacity allowed under County Policies, procedures and practices. Provide example of typical problems you must resolve and describe the judgment that is required.

Requires using appropriate judgment and precautionary safety measures must be used at all times while operating equipment or physically working on paved and unpaved roads, while cutting grass or picking up debris and loading or unloading material, etc.

5. Supervisory responsibility: *Extent to which position controls, directs, or is accountable for work of others.*

Supervision Capacity:	Name and titles of employees supervised:	Type of Supervision (Close, General, Direct)
Recommend for hiring	Not Applicable	
Final hiring decision		
Determine training needs		
Plan and assign work		
Reclassification/pay increase		
Evaluate performance/conduct		
Handle grievances/complaints		
Initiate disciplinary actions		
Recommend termination		
Final termination decision		

Other (Please explain) _____

6. Physical Effort: *Amount of physical effort required to perform the job.*

___Operates no tools, machines or equipment.
___No significant lifting required.

Identify tools, equipment, machinery and materials handled. Indicate approximate percentage of available work time:

	%
Tools	25
Equipment	25
Machinery	25
Materials Weight	25

Work Conditions: The degree of exposure to work conditions such as dirt, heat, fumes, etc.

Position while working. % of total time

	Frequency in position
Walking	65
Standing	75
Lifting	50
Climbing	25
Pulling	25
Pushing	25
Cramped or confined spaces	10

Surroundings	% of time	Surroundings	% of time		
Dirt	75	Noise	50	Sitting	25
Heat	90	Vibration	50	Other	
Fumes	0	Grease/oil	50		
Smoke	0	Dust/shavings	50		
Water	25	Office environment	5		

Comments:

7. *Education/ Training and Experience Required:*

Minimum academic, commercial, and technical qualifications required for performing the full duties of job.	*Minimum previous experience regarded as essential for a person with the specified educational background sufficient to perform this type of job.*
Academic xHigh School Diploma/GED _Two year college (Associate's Degree) _____ _Trade or Technical School (Certificate or diploma)_____ _Four year college (Bachelor's Degree) _____ _Graduate (Master's Degree) _____ _Certification _____ _Any specific/previous training or skills that can increase competency _____	**Years of Experience** (0-1, 1-3, 3-5, 5-more) Field of Experience 3-5 This type of job _____ Related experience _____ On-the-job training _____ Please describe the type and level of experience. Any equivalent combination of experience and training, which the required knowledge, skills, and abilities to perform duties.

8. *Approvals*

Employee Certification Section

I certify that the information contained in this job description document is correct and complete.

Employee Signature: Roberto Rivera **Date:** 12-18-14

Supervisor's Comment Section

If you have asked an employee in the position to complete this document, it is important that you, the supervisor, review the Job Audit Form since you may have a different perspective of this position. For example, an employee may tend to overstate responsibilities. Do not change the employee's description, but provide your comments with reference to the appropriate section in the employee's description. (Attach an additional sheet, if needed)

I agree with the employee's description:

☑ As written

☐ As modified on the attached sheet

☐ Advised employee of modifications regarding job description Employee's Initials R.R

Supervisor's Signature: _____ Date: 12-18-14

Supervisor's Name and Title (please print)	Telephone #:	Email Address

RECLASSIFICATION COMMITTEE REVIEW

HUMAN RESOURCES DIRECTOR/DESIGNEE SIGNATURE _____ DATE_____

Comments: _____

_____

BUDGET & MANAGEMENT/ DESIGNEE SIGNATURE _____ DATE_____

Comments: _____

_____

COUNTY TREASURER'S OFFICE/DESIGNEE SIGNATURE _____ DATE_____

Comments: _____

_____

HIDALGO COUNTY

Personnel Adjustment Request Form

RECEIVED
DEC 18 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: R&B PCT. 1 (121-005) DATE: 12/17/201413

CURRENT POSITION TITLE: HEO I CURRENT SLOT #: 046

REQUESTED POSITION TITLE: HEO III

REQUEST FOR:

[ ] New Position [ ] Temporary Position [X] Position Reclassification* [ ] Other _____

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

POSITION SALARY REQUEST:

Salary Amount:

$ 27,124.00 Current G&S/ Budgeted Salary | $ 30,324.00 Proposed G&S/ Budgeted Salary | $ 3,200.00 Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

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

Reclassification of this position is necessary to meet the Precinct's departmental need. The job content, job responsibilities and level of knowledge for this position are consistent with the position title requested. Therefore, an adjustment of salary is essential in order to continue the efficiency of the operation.

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

SEE ATTACHED JOB DESCRIPTION

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12-17-14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	12/19/14 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/19/2014 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HEAVY EQUIPMENT OPERATOR III

GRADE: 07

GENERAL DESCRIPTION

Performs highly advanced and/or supervisory (senior-level) construction and maintenance work. Work involves the specialized operation of heavy and light equipment used for repair, maintenance, and construction programs. May plan, assign, and/or supervise the work of others; Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Operates a variety of types of gasoline and diesel equipment and light and heavy equipment involved in construction and maintenance projects, such as graders, backhoes, front-end loaders, forklifts, dump trucks, or related equipment

Prepares daily reports and logs related to quantities of materials used, types of equipment, work hours, and project status

Performs routine and preventive vehicle and equipment maintenance and repair to ensure proper operating conditions

Performs general maintenance/manual labor as required

Performs traffic control set up on job sites to ensure safe working environments

Reports and/or repairs malfunctions on light and heavy equipment

May work on the reconstruction or rehabilitation of streets, surface maintenance, traffic control, or drainage zones

May assist during emergency situations such as floods, severe weather, and accidents

May be required to read and interpret blueprints, drawings, and specifications for road or other construction

May lead crew at job sites to ensure a safe working environment and provide on-site supervision of crew task performance

May plan, assign, and/or supervise the work of others

Ability to work effectively and cooperatively with other crewmembers

Performs other duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three (3) years of related experience. Graduation from a high school or equivalent is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of construction maintenance, repair, and operation of light and heavy equipment, including vehicles

Ability to maintain records of materials, supplies, time, and work performed; to work effectively with the public; to train others; and plan, assign, and/or supervise the work of others

Registration, Certification, and Licensure

May be required to be licensed in a specialty area

May require a valid Texas driver's license and/or commercial driver's license

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

COUNTY OF HIDALGO

Human Resources Department

JOB AUDIT FORM

(i) This Job Audit Form is used to gather information about the duties, responsibilities, and qualifications needed for jobs performed by all County Employees. The information provided in this form is the basis for the job audit to determine that the classification of titles and pay grades reflect the position responsibilities accordingly. It is recommended that this form be completed by both the supervisor and the employee collaboratively and is essential for the success of this process.

(ii) In responding to the questions, it is important to be as accurate and thorough as possible when addressing the position.

(iii) This questionnaire is being used for a wide variety of positions with the County of Hidalgo and some questions will be more applicable to certain types of jobs. If you feel a question is not relevant to the position responsibilities, enter NOT APPLICABLE.

Supervisors wanting to Audit a New Position or Existing Position:

If this request is for a reclassification requesting a title and grade change, complete all sections of this form and submit to the Human Resources Department to obtain required approvals.
If this is a request for a reclassification for a position not currently part of the Inventory list, complete all sections of this form and submit to the Human Resources Department assigning new title, job reclassification and new pay grade if applicable.

Employee Name: Jesus Ramos *Department: 121-005/ slot 46*

Current Job Title/Grade: HEO I *Proposed Job Title/Grade: HEO III/salary increase*

Immediate Supervisor: David Rodriguez *Date:* 12/18/14

1. Basic Functions and Scope of Job: *Please provide a brief summary of the main purpose of this job and the primary function of the position. State briefly the scope of the job duties performed.*

Performs highly advanced and/or supervisory construction and maintenance work. Work involves the specialized operation of heavy and light equipment used for repair, maintenance, and construction programs. May plan, assign and or supervise the work of others; Works under limited supervision with considerable latitude for the use of initiative and independent judgment..

2. Work Performed: *Describe in detail the duties performed. State specifically what is done, and explain why and how.*

Current Duties: *Proposed Duties:*

- Operates a variety of types of gasoline and diesel equipment and light and heavy equipment involved in construction and maintenance projects such as graders backhoes frontend loaders, forklifts, sump trucks, or related equipment
- Prepares daily reports and logs related to quantities of material used, types of equipment work hours and projects status
- Performs routine and preventive vehicle and equipment maintenance and repair to ensure proper operating conditions
- Performs general maintenance manual labor as requires

Attach an additional list of duties on a separate page if needed *(See attachment)*

3. Work Contacts: *The extent to which the position requires the ability to gain cooperation, persuade and influence other people. Indicate the level, frequency, difficulty and importance of work contacts.*

Contacts	*Frequency*	*Purpose of Contact*	*Means of Contact*
Elected Officials			
Department Heads	Daily	Receive directives for scheduled work	Verbal directives, mobile or portable radios
Other outside Sources			
Vendors /Organizations			
Peers in other depts.			
General Public			
Other (specify)			

4. Decision-Making: Indicate level of capacity allowed under County Policies, procedures and practices. Provide example of typical problems you must resolve and describe the judgment that is required.

Requires using appropriate judgment and precautionary safety measures must be used at all times while operating equipment or physically working on paved and unpaved roads, while cutting grass or picking up debris and loading or unloading material, etc.

5. Supervisory responsibility: *Extent to which position controls, directs, or is accountable for work of others.*

Supervision Capacity:	*Name and titles of employees supervised:*	*Type of Supervision (Close, General, Direct)*
Recommend for hiring	Not Applicable	
Final hiring decision		
Determine training needs		
Plan and assign work		
Reclassification/pay increase		
Evaluate performance/conduct		
Handle grievances/complaints		
Initiate disciplinary actions		
Recommend termination		
Final termination decision		
Other (Please explain)		

6. Physical Effort: *Amount of physical effort required to perform the job.*

___Operates no tools, machines or equipment.
___No significant lifting required.

Identify tools, equipment, machinery and materials handled. Indicate approximate percentage of available work time:

	%
Tools	25
Equipment	25
Machinery	25
Materials Weight	25

Work Conditions: The degree of exposure to work conditions such as dirt, heat, fumes, etc.

Surroundings	% of time	Surroundings	% of time

Position while working, % of total time

	Frequency in position
Walking	65
Standing	75
Lifting	50
Climbing	25
Pulling	25
Pushing	25
Cramped or confined spaces	10
Sitting	25

Dirt	75	Noise	50	
Heat	90	Vibration	50	Other
Fumes	0	Grease/oil	50	
Smoke	0	Dust/shavings	50	
Water	25	Office environment	5	

Comments:

7. *Education/ Training and Experience Required:*

Minimum academic, commercial, and technical qualifications required for performing the full duties of job.	*Minimum previous experience regarded as essential for a person with the specified educational background sufficient to perform this type of job.*
Academic xHigh School Diploma/GED _Two year college (Associate's Degree) _____ _Trade or Technical School (Certificate or diploma) _____ _Four year college (Bachelor's Degree) _____ _Graduate (Master's Degree) _____ _Certification _____ _Any specific/previous training or skills that can increase competency _____	**Years of Experience** (0-1, 1-3, 3-5, 5-more) Field of Experience 3-5 This type of job _____ Related experience _____ On-the-job training _____ Please describe the type and level of experience. Any equivalent combination of experience and training, which the required knowledge, skills, and abilities to perform duties.

8. *Approvals*

Employee Certification Section

I certify that the information contained in this job description document is correct and complete.

Employee Signature: Jesus Ramos **Date:** 12-18-14

Supervisor's Comment Section

If you have asked an employee in the position to complete this document, it is important that you, the supervisor, review the Job Audit Form since you may have a different perspective of this position. For example, an employee may tend to overstate responsibilities. Do not change the employee's description, but provide your comments with reference to the appropriate section in the employee's description. (Attach an additional sheet, if needed)

I agree with the employee's description:

☑ As written

☐ As modified on the attached sheet

☐ Advised employee of modifications regarding job description Employee's Initials J. R.

Supervisor's Signature: _____ Date:_____

Supervisor's Name and Title (please print)	Telephone #:	Email Address

RECLASSIFICATION COMMITTEE REVIEW

HUMAN RESOURCES DIRECTOR/DESIGNEE SIGNATURE _____ DATE_____

Comments: _____

_____

BUDGET & MANAGEMENT/ DESIGNEE SIGNATURE _____ DATE_____

Comments: _____

_____

COUNTY TREASURER'S OFFICE/DESIGNEE SIGNATURE _____ DATE_____

Comments: _____

_____

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 18 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: R&B PCT. 1 (121-005) DATE: 12/17/201413

CURRENT POSITION TITLE: HEO III CURRENT SLOT #: 0109

REQUESTED POSITION TITLE: CREW LEADER II

REQUEST FOR:

[ ] New Position [ ] Temporary Position [X] Position Reclassification* [x] Other _____

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

POSITION SALARY REQUEST:

Salary Amount:

$ 30,342.00	$ 33,542.00	$ 3,200.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

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

Reclassification of this position is necessary to meet the Precinct's departmental need. The job content, job responsibilities and level of knowledge for this position are consistent with the position title requested. Therefore, an adjustment of salary is essential in order to continue the efficiency of the operation.

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

SEE ATTACHED JOB DESCRIPTION

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12-17-14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	12/19/14 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/19/2014 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

CREW LEADER II

GENERAL DESCRIPTION

Provide management of the day-to-day operations of the department/work unit and oversight of the work production, quantity and quality of work completed. May schedule work assignments, assign hours and work locations. This position may also train and/or evaluate employees. Handles difficult problems, may develop and document programs and curriculum, monitors departmental resources and ensures compliance with policies and laws.

EXAMPLES OF WORK PERFORMED

Directly responsible for the management of departmental staff, which may include lower level management or supervisory positions

Provides training to staff members as required

Plans, assigns and is responsible for the workload and schedules for team members

Evaluates performance of subordinates, identifying strengths/weaknesses, providing employee development, guidance and motivation, or making/deciding on recommendations for replacement when appropriate

Acts as a managerial resource for staff questions regarding customer issues, policies, etc

Coordinates activities with other departments to expedite work and improve performance

Performs quality reviews/audits of department's work and makes operational corrections as necessary

Establishes and enforces procedures to expedite and improve processes

Participates in personnel matters including disciplinary actions and resolution of departmental disputes

Performs all other related duties involved in the operation of the Precinct as assigned or required

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Associate's degree or equivalent required. Minimum of six (6) years related work experience.

Knowledge, Skills and Abilities

Must have an advanced or expert knowledge of fundamental concepts, practices and procedures of the field of road construction and maintenance

Spreadsheet and/or word processing software knowledge/experience preferred with either specific program applications or general applications such as Microsoft Office Suite

Excellent verbal and written communication/presentation skills

Effective interpersonal and leadership skills that are normally expected of a fully qualified manager

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

COUNTY OF HIDALGO

Human Resources Department

JOB AUDIT FORM

(i) This Job Audit Form is used to gather information about the duties, responsibilities, and qualifications needed for jobs performed by all County Employees. The information provided in this form is the basis for the job audit to determine that the classification of titles and pay grades reflect the position responsibilities accordingly. It is recommended that this form be completed by both the supervisor and the employee collaboratively and is essential for the success of this process.

(ii) In responding to the questions, it is important to be as accurate and thorough as possible when addressing the position.

(iii) This questionnaire is being used for a wide variety of positions with the County of Hidalgo and some questions will be more applicable to certain types of jobs. If you feel a question is not relevant to the position responsibilities, enter NOT APPLICABLE.

Supervisors wanting to Audit a New Position or Existing Position:

If this request is for a reclassification requesting a title and grade change, complete all sections of this form and submit to the Human Resources Department to obtain required approvals.
If this is a request for a reclassification for a position not currently part of the Inventory list, complete all sections of this form and submit to the Human Resources Department assigning new title, job reclassification and new pay grade if applicable.

Employee Name: ROGELIO GONZALEZ *Department: 121-005 SLOT 0109*

Current Job Title/Grade: HEO IIII *Proposed Job Title/Grade: CREW LEADER II/SALARY INCREASE* **(SEE ATTACHMENT)**

Immediate Supervisor: Oscar Gonzales *Date:*

1. Basic Functions and Scope of Job: *Please provide a brief summary of the main purpose of this job and the primary function of the position. State briefly the scope of the job duties performed.*

Provide management of the day to day operations of the department/work unit and oversight of the work productions, quantity of work completed. May schedule work assignments, assign hours and work locations. This position may also train and/or evaluate employees. Handles difficult problems, may develop and document programs and curriculum, monitors departmental resources and ensures compliance with policies and law.

2. Work Performed: *Describe in detail the duties performed. State specifically what is done, and explain why and how.*

Current Duties: *Proposed Duties:*

- Directly responsible for the management of departmental staff, which may include lower lever=l management or supervisory positions
- Provides training to staff members as required
- Plans assigns and is responsible for the work load and schedules for team members
- Performs all other related duties involved in the operation of the Precinct as assigned or required

Attach an additional list of duties on a separate page if needed **(SEE ATTACHMENT)**

3. Work Contacts: *The extent to which the position requires the ability to gain cooperation, persuade and influence other people. Indicate the level, frequency, difficulty and importance of work contacts.*

Contacts	Frequency	Purpose of Contact	Means of Contact
Elected Officials			
Department Heads	Daily	Receive directives for scheduled work	Verbal directives, county mobile/portable radios
Other outside Sources			
Vendors /Organizations			
Peers in other depts.			
General Public			

Other (specify) _____

4. Decision-Making: Indicate level of capacity allowed under County Policies, procedures and practices. Provide example of typical problems you must resolve and describe the judgment that is required.

Requires using appropriate judgment and precautionary safety measures must be used at all times while operating equipment or physically working on paved and unpaved roads, while cutting grass or picking up debris and loading or unloading material, etc.

5. Supervisory responsibility: *Extent to which position controls, directs, or is accountable for work of others.*

Supervision Capacity:	Name and titles of employees supervised:	Type of Supervision (Close, General, Direct)
Recommend for hiring	Not Applicable	
Final hiring decision		
Determine training needs		
Plan and assign work		
Reclassification/pay increase		
Evaluate performance/conduct		
Handle grievances/complaints		
Initiate disciplinary actions		
Recommend termination		
Final termination decision		

Other (Please explain) _____

6. Physical Effort: *Amount of physical effort required to perform the job.*

___Operates no tools, machines or equipment.
___No significant lifting required.

Identify tools, equipment, machinery and materials handled. Indicate approximate percentage of available work time:

	%
Tools	25
Equipment	25
Machinery	25
Materials Weight	25

Work Conditions: The degree of exposure to work conditions such as dirt, heat, fumes, etc.

Surroundings	% of time	Surroundings	% of time
Dirt	75	Noise	50
Heat	90	Vibration	50

Position while working. % of total time

	Frequency in position
Walking	65
Standing	75
Lifting	50
Climbing	25
Pulling	25
Pushing	25
Cramped or confined spaces	10
Sitting	25

Other _____

Fumes	0	Grease/oil	50	
Smoke	0	Dust/shavings	50	
Water	25	Office environment	5	

Comments:

7. Education/ Training and Experience Required:

Minimum academic, commercial, and technical qualifications required for performing the full duties of job.	*Minimum previous experience regarded as essential for a person with the specified educational background sufficient to perform this type of job.*
Academic xHigh School Diploma/GED _Two year college (Associate's Degree) _____ _Trade or Technical School (Certificate or diploma) _____ _Four year college (Bachelor's Degree) _____ _Graduate (Master's Degree) _____ _Certification _____ _Any specific/previous training or skills that can increase competency May have experience in masonry and cement work	**Years of Experience** (0-1, 1-3, 3-5, 5-more) Field of Experience 3-5 This type of job _____ Related experience _____ On-the-job training _____ Please describe the type and level of experience. Any equivalent combination of experience and training, which the required knowledge, skills, and abilities to perform duties.

8. Approvals

Employee Certification Section

I certify that the information contained in this job description document is correct and complete.

Employee Signature: _____ **Date:** 12-18-14

Supervisor's Comment Section

If you have asked an employee in the position to complete this document, it is important that you, the supervisor, review the Job Audit Form since you may have a different perspective of this position. For example, an employee may tend to overstate responsibilities. Do not change the employee's description, but provide your comments with reference to the appropriate section in the employee's description. (Attach an additional sheet, if needed)

I agree with the employee's description:

☑ As written

☐ As modified on the attached sheet

☐ Advised employee of modifications regarding job description Employee's Initials _____

Supervisor's Signature: _____ Date: 12-18-14

Supervisor's Name and Title (please print)	Telephone #:	Email Address

RECLASSIFICATION COMMITTEE REVIEW

HUMAN RESOURCES DIRECTOR/DESIGNEE SIGNATURE _____ DATE_____

Comments: _____

_____

BUDGET & MANAGEMENT/ DESIGNEE SIGNATURE _____ DATE_____

Comments: _____

_____

COUNTY TREASURER'S OFFICE/DESIGNEE SIGNATURE _____ DATE_____

Comments: _____

_____

DATE: January 20, 2015

DEPARTMENT HEAD: Sergio Cruz

2015
AI- 48145

DEPARTMENT NAME: Dept. of Budget & Mgmt For Pct 1 Parks

ACCOUNT NUMBER: 5-1100-4XX-00-1XX-0XX-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			
5-1100-415-00-115-002-0- 899	**CO WIDE ADMIN-**	**CONTINGENCY**	**(6,958.89)**
TO			
5-1100-452-00-121-013-0 113	**PCT 1 PARKS-**	**REG F/T EMPLOYEES**	**5,533.47**
5-1100-452-00-121-013-0 220	**PCT 1 PARKS-**	**FICA**	**423.31**
5-1100-452-00-121-013-0 230	**PCT 1 PARKS-**	**RETIREMENT**	**588.21**
5-1100-452-00-121-013-0 250	**PCT 1 PARKS-**	**UNEMPLOYMENT COMP**	**33.20**
5-1100-452-00-121-013-0 260	**PCT 1 PARKS-**	**WORKERS COMP**	**380.70**
	TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON: **To cover the difference in salaries & fringe benefits resulting from personnel adjustments (increase) for slot no.'S 121-013-007 & 121-013-0010.**

SIGNATURE

COMMISSIONERS COURT **DATE** / / **ATTEST, COUNTY CLERK**

DATE: January 20, 2015

DEPARTMENT HEAD: Sergio Cruz

AI - 48145

DEPARTMENT NAME: Dept of Budget & Mgmt for - Pct 1 Rd Maint

ACCOUNT NUMBER: 5-1200-431-00-121-005-0-XXX

SUBJECT: Intra Department Transfer

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
672	EQUIP. & VEH. REPAIR & MAINT.	**113**	Reg F/T Employees	**5,983.14**
672	EQUIP. & VEH. REPAIR & MAINT.	**220**	FICA	**457.71**
672	EQUIP. & VEH. REPAIR & MAINT.	**230**	Retirement	**636.01**
672	EQUIP. & VEH. REPAIR & MAINT.	**250**	Unemployment Comp	**35.90**
672	EQUIP. & VEH. REPAIR & MAINT.	**260**	Workers Comp	**411.64**
			TOTAL	**7,524.40**

REASON: **To cover the difference in salaries & fringe benefits resulting from position reclassifications with salary adjustment- increase for slot no.'s 121-005-0046 & 121-005-0109.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

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, January 20, 2015** **Agenda Item:** 48145

Summary of request/proposal:
Pct 1 PARKS (1100):
Approval of personnel changes for the following full-time positions, effective 01/26/2015:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Proposed Budgeted Salary	Total Requested
1100	CLERK/ RECEPTIONIST *RECLASSIFY TO* ACCOUNTS PAYABLE CLERK	0007	113	29,150.00	32,150.00	3,000.00
1100	HEAVY EQUIPMENT OPERATOR III	0010	113	27,405.00	30,324.00	2,919.00
	TOTAL	-	-	56,555.00	62,474.00	5,919.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-452-00-121-013-0-	113	PARKS PCT 1-	REG F/T EMPLOYEES	$5,533.47
5-1100-452-00-121-013-0-	211	PARKS PCT 1-	HEALTH INSURANCE	$0.00
5-1100-452-00-121-013-0-	212	PARKS PCT 1-	LIFE INSURANCE	$0.00
5-1100-452-00-121-013-0-	220	PARKS PCT 1-	FICA	$423.31
5-1100-452-00-121-013-0-	230	PARKS PCT 1-	RETIREMENT	$588.21
5-1100-452-00-121-013-0-	250	PARKS PCT 1-	UNEMPLOYMENT COMP	$33.20
5-1100-452-00-121-013-0-	260	PARKS PCT 1-	WORKER'S COMP	$380.70
			2015 Budgetary Impact	$6,958.89

2016 Budgetary Impact: $7,443.73

Possible Funding Sources: Co. Wide Adm.

Comments:

Hidalgo Co. Budget Office
2/3/2005

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, January 20, 2015** **Agenda Item:** 48145

Summary of request/proposal:
Pct 1 Rd. Maint. (1200):
Approval of personnel changes for the following full-time positions, effective 01/26/2015:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Proposed Budgeted Salary	Total Requested
1200	HEAVY EQUIPMENT OPERATOR I RECLASSIFY TO HEAVY EQUIPMENT OPERATOR III	0046	113	27,124.00	30,324.00	3,200.00
1200	HEAVY EQUIPMENT OPERATOR III *RECLASSIFY TO* CREW LEADER II	0109	113	30,342.00	33,542.00	3,200.00
	TOTAL	-	-	57,466.00	63,866.00	6,400.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1200-431-00-121-005-0-	113	PCT 1 RD MAINT-	REG F/T EMPLOYEES	$5,983.14
5-1200-431-00-121-005-0-	211	PCT 1 RD MAINT-	HEALTH INSURANCE	$0.00
5-1200-431-00-121-005-0-	212	PCT 1 RD MAINT-	LIFE INSURANCE	$0.00
5-1200-431-00-121-005-0-	220	PCT 1 RD MAINT-	FICA	$457.71
5-1200-431-00-121-005-0-	230	PCT 1 RD MAINT-	RETIREMENT	$636.01
5-1200-431-00-121-005-0-	250	PCT 1 RD MAINT-	UNEMPLOYMENT COMP	$35.90
5-1200-431-00-121-005-0-	260	PCT 1 RD MAINT-	WORKER'S COMP	$411.64
			2015 Budgetary Impact	$7,524.40

2016 Budgetary Impact: $8,048.64

Possible Funding Sources: Pct 1 Rd. Maintenance-Operating Budget pending approval of intradepartmental transfer.

Comments:

Hidalgo Co. Budget Office
2/3/2005

AI -48169 **Human Resources** **9. J.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COMM. PCT. #3

Information

CAPTION

Pct 3 Sanitation (1100)/Pct 3 Rd Maintenance (1200):
1. Discussion, consideration, and approval of the following salary adjustments, effective 01/26/2015:

Action	Dept/ Program	Slot No.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary	Total Adjustment
Salary Adjustment (Increase)	123-001	0006	Supervisor	$30,900.00	Supervisor	$32,000.00	$1,100.00
Salary Adjustment (Increase)	123-005	0030	Mechanic II	$29,660.00	Mechanic II	$33,000.00	$3,340.00
Salary Adjustment (Increase)	123-005	0074	Heavy Equipment Operator III	$28,840.00	Heavy Equipment Operator III	$33,000.00	$4,160.00

2. Approval to waive Section 3.22 of the Civil Service Commission Rules and reclassify the following full-time position, as per sections 3.22-3.28 of the Civil Service Commission Rules, effective 01/26/2015.

Action	Dept/ Program	Slot No.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary	Total Adjustment
Reclassify	123-005	0037	Maintenance II	$29,217.00	Traffic Safety Specialist I	$31,000.00	$1,783.00

3. Approval of transfer(s).
4. Approval to revise the salary schedule(s) in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: See Below **ACCT. #:** VARIOUS

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

BUDGETARY IMPACT:

Personnel action in Sanitation 123-001 to be funded via interdepartmental transfer from co wide admin contingency (5-1100-415-00-115-002-0-899)....pending cc approval.

Personnel action in Rd Maintenance 123-005 to be funded via intra-departmental transfer from operating budget.....pending cc approval.

Attachments

par forms
Interdepartmental Transfer
LIT- Pct 3 Rd Maint
Fiscal Note

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/16/2015 02:29 PM
Human Resources	Diana Munoz	01/16/2015 03:04 PM
Obdett Calzada	Obdett Calzada	01/16/2015 03:41 PM
Rosalinda Cantu	Rosie Cantu	01/16/2015 04:34 PM
Obdett Calzada	Obdett Calzada	01/16/2015 06:03 PM
Purchasing Department	Monica Badillo	01/16/2015 06:31 PM

Form Started By: Monica Badillo Started On: 01/16/2015 02:05 PM

Final Approval Date: 01/16/2015

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT 3 SANITATION (123-001) **DATE:** 12/18/14

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

REQUESTED POSITION TITLE: SUPERVISOR
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other SALARY ADJUST (INCREASE)

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

POSITION SALARY REQUEST:

Salary Amount: $ 30,900.00 (Current Budgeted Salary) $ 32,000.00 (Proposed Budgeted Salary) $ 1,100.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other CO WIDE ADMIN CONTINGENCY (5-1100-415-00-115-002-0-899)

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

THE SUPERVISOR POSITION IS ASSIGNED SUPERVISORY DUTIES IN THE ABSENCE OF THE DIRECTOR. THE EMPLOYEE IN THIS POSITION OVERSEES EMPLOYEES AND LADNFILL OPERATIONS. THE EMPLOYEE ALSO HOLDS A LICENSE TO OPERATE LANDFILL.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12/18/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☑ NO
2.	HUMAN RESOURCES DIRECTOR	12/19/14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/19/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 12 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Road & Bridge Pct. 3 123-005 **DATE:**

CURRENT POSITION TITLE: Mechanic II **CURRENT SLOT. #:**

REQUESTED POSITION TITLE: Mechanic II 005-030
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Salary Increase

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

POSITION SALARY REQUEST:

Salary Amount: $ 29,660.00 (Current Budgeted Salary) $ 33,000.00 (Proposed Budgeted Salary) $ 3,340.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

Mr. Galindo is overseeing responsibilities of Head Mechanic.

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

sdfsdfsdf

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES ☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES ☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES ☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE		

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: PCT 3 ROAD MAINTENANCE (123-005) **DATE:** 12/18/14

CURRENT POSITION TITLE: HEAVY EQUIPMENT OPERATOR III **CURRENT SLOT. #:** 0074

REQUESTED POSITION TITLE: HEAVY EQUIPMENT OPERATOR III
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other SALARY ADJUST (INCREASE)

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

POSITION SALARY REQUEST:

Salary Amount: $ 28,840.0 (Current Budgeted Salary) $ 33,000.00 (Proposed Budgeted Salary) $ 4,160.00 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

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

TEMPORARY POSITIONS:

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

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

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

ALL HEAVY EQUIPMENT OPERATOR III EARNING $33,000.0.- BRINGING THE SALARY TO PAR WITH THE OTHER EMPLOYEES.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	12/15/14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	12/19/14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/19/2014 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
DEC 12 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Road & Bridge Pct. 3 123-005 **DATE:** 12-4-14

CURRENT POSITION TITLE: Maintenance II @ **CURRENT SLOT. #:**

REQUESTED POSITION TITLE: Traffic Safety Specialist I 005-037
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 29,217.00 (Current Budgeted Salary) $ 31,000.00 (Proposed Budgeted Salary) $ 1,783.00 @ (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

_____

_____

_____

_____

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

sdfsdfsdf

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

DATE: January 20, 2015

DEPARTMENT HEAD: Sergio Cruz

2015
AI- 48169

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct 3 Sanitation

ACCOUNT NUMBER: 5-1100-4XX-00-1XX-00X-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			
5-1100-415-00-115-002-0- 899	**CO WIDE ADMIN-**	**CONTINGENCY**	**(1,293.25)**
TO			
5-1100-432-00-123-001-0- 113	**PCT 3 SANITATION-**	**REG F/T EMPLOYEES**	**1,028.35**
5-1100-432-00-123-001-0- 220	**PCT 3 SANITATION-**	**FICA**	**78.67**
5-1100-432-00-123-001-0- 230	**PCT 3 SANITATION-**	**RETIREMENT**	**109.31**
5-1100-432-00-123-001-0- 250	**PCT 3 SANITATION-**	**UNEMPLOYMENT COMP**	**6.17**
5-1100-432-00-123-001-0- 260	**PCT 3 SANITATION-**	**WORKERS COMP**	**70.75**
	TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON: **To cover the difference in salaries & fringe benefits resulting from a personnel adjustment (increase) for slot no.123-001-006.**

SIGNATURE

COMMISSIONERS COURT **DATE** / / **ATTEST, COUNTY CLERK**

DATE: January 20, 2015

DEPARTMENT HEAD: Sergio Cruz

AI - 48169

DEPARTMENT NAME: Dept of Budget & Mgmt for - Pct 3 Rd Maint

ACCOUNT NUMBER: 5-1200-431-00-123-005-0-XXX

SUBJECT: Intra Department Transfer

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
626	Gasoline	**113**	Reg F/T Employees	**8,678.36**
626	Gasoline	**220**	FICA	**663.89**
626	Gasoline	**230**	Retirement	**922.51**
626	Gasoline	**250**	Unemployment Comp	**52.07**
626	Gasoline	**260**	Workers Comp	**597.07**
			TOTAL	**10,913.90**

REASON: **To cover the difference in salaries & fringe benefits resulting from personnel adjustments (increases) for slot no.'s 123-005-0030 & 123-005-0074 & the reclassification of slot no. 0037.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

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, January 20, 2015** **Agenda Item:** 48169

Summary of request/proposal:
Pct 3 Sanitation (1100):
Approval of salary adjustment (increase) the following full-time positions, effective 01/26/2015:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Proposed Budgeted Salary	Total Requested
1100	SUPERVISOR	0006	113	30,900.00	32,000.00	1,100.00
	TOTAL	-	-	30,900.00	32,000.00	1,100.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-432-00-123-001-0-	113	SANITATION PCT 3-	REG F/T EMPLOYEES	$1,028.35
5-1100-432-00-123-001-0-	211	SANITATION PCT 3-	HEALTH INSURANCE	$0.00
5-1100-432-00-123-001-0-	212	SANITATION PCT 3-	LIFE INSURANCE	$0.00
5-1100-432-00-123-001-0-	220	SANITATION PCT 3-	FICA	$78.67
5-1100-432-00-123-001-0-	230	SANITATION PCT 3-	RETIREMENT	$109.31
5-1100-432-00-123-001-0-	250	SANITATION PCT 3-	UNEMPLOYMENT COMP	$6.17
5-1100-432-00-123-001-0-	260	SANITATION PCT 3-	WORKER'S COMP	$70.75
			2015 Budgetary Impact	$1,293.25

2016 Budgetary Impact: $1,383.36

Possible Funding Sources: Co. Wide Adm.

Comments:

Hidalgo Co. Budget Office
2/3/2005

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, January 20, 2015** **Agenda Item:** 48169

Summary of request/proposal:
Pct 3 Rd. Maint. (1200):
Approval of personnel changes for the following full-time positions, effective 01/26/2015:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Proposed Budgeted Salary	Total Requested
1200	MECHANIC II	0030	113	29,660.00	33,000.00	3,340.00
1200	HEAVY EQUIPMENT OPERATOR III	0074	113	28,840.00	33,000.00	4,160.00
1200	MAINTENANCE II RECLASSIFY TO TRAFFIC SAFETY SPECIALIST I	0037	113	29,217.00	31,000.00	1,783.00
	TOTAL	-	-	87,717.00	97,000.00	9,283.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1200-431-00-123-005-0-	113	PCT 3 RD MAINT	REG F/T EMPLOYEES	$8,678.36
5-1200-431-00-123-005-0-	211	PCT 3 RD MAINT	HEALTH INSURANCE	$0.00
5-1200-431-00-123-005-0-	212	PCT 3 RD MAINT	LIFE INSURANCE	$0.00
5-1200-431-00-123-005-0-	220	PCT 3 RD MAINT	FICA	$663.89
5-1200-431-00-123-005-0-	230	PCT 3 RD MAINT	RETIREMENT	$922.51
5-1200-431-00-123-005-0-	250	PCT 3 RD MAINT	UNEMPLOYMENT COMP	$52.07
5-1200-431-00-123-005-0-	260	PCT 3 RD MAINT	WORKER'S COMP	$597.07
			2015 Budgetary Impact	$10,913.90

2016 Budgetary Impact: $11,674.30

Possible Funding Sources: Pct 3 Rd. Maintenance-Operating Budget pending approval of intradepartmental transfer

Comments:

Hidalgo Co. Budget Office
2/3/2005

AI -47979 **HIDTA - Task Force** **10. A.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted By: Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

HIDTA Task Force (1291):
1. Authorization and approval to accept award no. G15SS0002A from the Cooperative Agreement between Hidalgo County and the Executive Office of the President-Office of National Drug Control Policy in the amount of $135,084.00 for the period of 01/01/2015 to 12/31/2016.
2. Approval of certification of revenues as certified by the County Auditor's Office.
3. Approval of appropriation of funds for the Hidalgo County HIDTA Task Force (Hidalgo County District Attorney's Office HIDTA Initiative) in the amount of $135,084.00 for fiscal year 2015.
4. Approval to revise the salary schedule in accordance with Commissioners Court action.

BACKGROUND

Grant amount: $135,084.00 - This amount represents 19.7% of the funds requested for budget year 2015.
The remainder of the funds will be awarded upon the completion of the federal governments' approval of the
national budget.

Consistent with P.L. 113-164, the Continuing Appropriations Resolution, 2015, this document provides a total budget and spending ceiling as reflected in Block 10 of the Grant Award document, which represents funding at a rate of 19.7 of the fiscal year 2014funding level. Accordingly, the sum of all budgets cannot exceed the award amount reflected in Block 10 of the Grant Award document. The Office of National Drug Control Policy notes that the aforementioned funding level is below requested budget requirements. Additional funding is expected per standard full funding requirements, will be subject to the terms and conditions of this award, and will be made available when enacted.

Fiscal Impact

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

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

BUDGETARY IMPACT:

ACCOUNT FISCAL YEAR: 5
ACCOUNT CALENDAR YEAR: 5
GRANT FISCAL YEAR: 2015

GRANT PERIOD: 01/01/2015 to 12/31/2016

NO CASH MATCH- 100% FEDERAL GRANT FUNDS

See attached appropriation.

5-1291-412-00-270-003-5-XXX HIDTA TASK FORCE (Expenditure Acct)

REVENUE ACCOUNT: 5-1291-331-10-270-003-5-000 HIDTA TASK FORCE FY15 REVENUES

Grant amount: $135,084.00 - This amount represents 19.7% of the funds requested for budget year 2015. The remainder of the funds will be awarded upon the completion of the federal governments' approval of the national budget.

Attachments

2015 HIDTA Grant Agreement
WORKSHEETS
appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/12/2015 11:25 AM
Rosalinda Cantu	Rosie Cantu	01/16/2015 11:33 AM
Purchasing Department	Monica Badillo	01/16/2015 06:30 PM
Form Started By: Nelda Olivarez		Started On: 01/07/2015 10:15 AM
Final Approval Date: 01/16/2015		

Executive Office of the President Office of National Drug Control Policy	Grant Agreement	
1. Recipient Name and Address Mr. Ramon Garcia Hidalgo County Auditor's Office 3100 S. Closner, Foxtrot Building Edingburg, TX 78539	4. Award Number: G15SS0002A 5. Grant Period: From 01/01/2015 to 12/31/2016	
1A. Recipient IRS/Vendor No.: 1746000717A4 Subrecipient Name and Address	6. Date: 12/15/2014 8. Supplement Number	7. Action [X] Initial Supplemental
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	
3. Project Title Hidalgo County DA HIDTA Task Force	10. Amount of This Award: $135,084 11. Total Award: $135,084	
12. The above Grant is approved subject to such conditions or limitations as are set forth on the five attached pages.		
Consistent with P.L. 113-164, the Continuing Appropriations Resolution, 2015, this document provides a total budget and spending ceiling as reflected in Block 10 of the Grant Award document, which represents funding at a rate of 19.7% of the fiscal year 2014 funding level. Accordingly, the sum of all budgets cannot exceed the award amount reflected in Block 10 of the Grant Award document. The Office of National Drug Control Policy notes that the aforementioned funding level is below requested budget requirements. Additional funding is expected per standard full funding requirements, will be subject to the terms and conditions of this award, and will be made available when enacted.		
13. Statutory Authority for Grant: Public Law 113-164		

AGENCY APPROVAL	RECIPIENT ACCEPTANCE
14. Typed Name and Title of Approving Official Michael K. Gottlieb National HIDTA Director	15. Typed Name and Title of Authorized Official Ramon Garcia Hidalgo County Auditor's Office
16. Signature of Approving ONDCP Official Michael K. Gottlieb	17. Signature of Authorized Recipient/Date
AGENCY USE ONLY	
18. Accounting Classification Code DUNS: 103110834 EIN: 1746000717A4	19. HIDTA AWARD ONDI070DB1516XX ONDI6113 ONDI2000000000 OC 410001

GRANT CONDITIONS

A. General Provisions

1. This grant is subject to Title 2 of the Code of Federal Regulations, as well as the following:

   - by reference, the provisions of the Office of Management and Budget (OMB) circulars and government-wide common rules applicable to grants and cooperative agreements. These circulars and common rules include the following:
   - OMB Circular A-21 "Cost Principles for Educational Institutions." (Codified at 2 CFR Part 220)
   - OMB Circular A-87 "Cost Principles for State, Local, and Indian Tribal Governments." (Codified at 2 CFR Part 225)
   - OMB Circular A-102 "Grants and Cooperative Agreements with State and Local Governments." (Codified at 21 CFR 1403)
   - OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations." (Codified at 2 CFR Part 215)
   - OMB Circular A-122 "Cost Principles for Nonprofit Organizations." (Codified at 2 CFR Part 230)
   - "Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Units of Governments," (Codified at 21 CFR Part 1403)
   - Grants Management Common Rule for State and Local Units of Governments," (Codified at 21 CFR Part 1404)
   - "Government-wide Debarment and Suspension (Nonprocurement)," (Codified at 21 CFR Part 1404)
   - "Government-wide Requirements for Drug-free Workplace (Financial Assistance)" (Codified at 21 CFR Part 1405)
   - "New Restrictions on Lobbying" (Codified at 28 CFR Part 69)

2. Audits conducted pursuant to OMB Circular A-133, "Audits of State and Local Governments", must be submitted no later than 9 months after the close of the grantee's audited fiscal year. A copy of the audit report and management letter must be sent to:

   EOP/ONDCP
   Attention: Lisa Newton
   lnewton@ondcp.eop.gov

3. Grantees are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Division of Payment Management (HHS/DPM). Other reporting requirements are specified in the HIDTA Program Policy and Budget Guidance.

4. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.

5. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the HIDTA, its fiscal agent (s), HIDTA employees, HIDTA contractors, as well as state, local, and federal HDTA participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.

6. The award date of this grant is December 15, 2014. Costs incurred by the grantee between the stated "award date" and starting date of the "grant period," the latter tracking to the more standard full calendar year(s), may be charged by the grantee to this award, if costs were incurred in furtherance of this grant and allowable under applicable cost principles. Such costs should not be charged as "pre-award costs."

7. **Grantees and subgrantees are advised of the new OMB grants "supercircular," Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, some provisions of which may begin to supersede the provisions of pre-existing OMB grants circulars over the term of this grant. ONDCP will also be adopting conforming regulations in 2014. ONDCP will provide you with updates moving forward. For more information about the supercircular, please visit www.cfo.gov/COFAR, which includes links to related online training and FAQs.**

   In any case, ONDCP will also accept grants management and administration by "non-federal entities" (the new term for organizations receiving Federal assistance) that conforms to the Omni-Circular requirements from entities that have adopted the Omni-Circular for their programs.

B. Special Conditions HIDTA Grants

The following special conditions are incorporated into each award document.

1. This grant is awarded for the initiative(s) named above. Variation from the description of activities approved by ONDCP and/or from the budget attached to this letter must comply with the reprogramming requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance.

2. This award is subject to the requirements in ONDCP's HIDTA Program Policy and Budget Guidance.

3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be made available for the same purposes.

4. The requirements of 28 CFR Part 23, which pertain to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.

5. Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures; i.e. the purchase of information, evidence, and services for undercover operations. Those procedures are described in Section 6-12 of the HIDTA Program Policy and Budget Guidance.

6. The grant recipient agrees to account for and use program income in accordance with the "Common Rule" and the HIDTA Program Policy and Budget Guidance. Asset forfeiture proceeds generated by the HIDTA-funded initiatives shall not be considered as program income earned by HIDTA grantees.

7. Property acquired with these HIDTA grant funds is to be used for activities of the SWB - South Texas. If your agency acquires property with these funds and then ceases to participate in the HIDTA, this equipment must be made available to the HIDTA's Executive Board for use by other HIDTA participants.

8. All law enforcement entities that receive funds from this grant must report all methamphetamine laboratory seizure data to the National Clandestine Laboratory Database/National Seizure System at the El Paso Intelligence Center.

C. Payment Basis

1. A request for Advance or Reimbursement shall be made using the HHS/DPM system (www.dpm.psc.gov). Copies of invoices or payroll registers must accompany the payment confirmation number to provide documentation for the reimbursement request. Requests for advances must be accompanied by details specifying the need for the advance. Documentation of how the advance was spent must be submitted within 21 days and before another advance or reimbursement will be approved.

2. The HIDTAs, or their respective grantees, must utilize the HIDTA program Financial Management System's (FMS) Disbursement module each time they submit a disbursement request to the NHAC. Requests for payment in the DPM system will not be approved unless the required disbursements have been entered into the FMS. Payments will be made via Electronic Fund Transfer to the award recipient's bank account. The bank must be FDIC insured. The account must be interest bearing.

3. Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450), grantees and subgrantees shall promptly, but at least quarterly, remit interest earned on advances to HHS/DPM at the address provided below. When submitting your checks, please provide a detailed explanation which should include: reason for check (remittance of interest earned on HIDTA advance payments), check number, grantee name, grant number, interest period covered, and contact name and number.

   Ms. Regenia Mitchell
   Division of Payment Management
   Department of Health and Human Services

Via U.S. Postal Mail:
P.O. Box 6021
Rockville, MD 20852

Via FedEx:
7700 Wisconsin Avenue
10th Floor
Bethesda, MD 20814

4. The grantee or subgrantee may keep interest amounts up to $100 per year for administrative purposes.

RECIPIENT ACCEPTANCE OF GRANT CONDITIONS

Signature: _____ Date: _____

Name: Ramon Garcia

Organization: Hidalgo County Auditor's Office

Initiative Cash by HIDTA

FY 2015

Awarded Budget (as approved by ONDCP)

HIDTA	Agency Name	Initiative	Cash	
SWB - South Texas	**Hidalgo County Auditor's Office**	Hidalgo County DA HIDTA Task Force	685,705.00	Invest
	Agency Total : Hidalgo County Auditor's Office		**685,705.00**	
Total			**685,705.00**	

12/16/2014 10:37:00 AM

Budget Detail

2015 - SWB - South Texas

Initiative - Hidalgo County DA HIDTA Task Force

Award Recipient - Hidalgo County Auditor's Office (G15SS0002A)

Resource Recipient - Hidalgo County District Attorney's Office

Awarded Budget (as approved by ONDCP) ***$685,705.00***

Personnel	Quantity	Amount
Administrative Staff	1	$42,000.00
Analyst - Intelligence	1	$34,917.00
Financial Staff	1	$53,885.00
Investigative - Law Enforcement Officer	7	$399,000.00
Total Personnel		**$529,802.00**

Fringe	Quantity	Amount
Administrative staff	1	$12,600.00
Analyst - Intelligence	1	$10,475.00
Financial staff	1	$13,128.00
Investigative - Law Enforcement Officer	7	$119,700.00
Total Fringe		**$155,903.00**
Total Budget		**$685,705.00**

December 15, 2014

Mr. Ramon Garcia
Hidalgo County Auditor's Office
3100 S. Closner, Foxtrot Building
Edingburg, TX 78539

Dear Mr. Garcia:

We are pleased to inform you that your request for funding from the High Intensity Drug Trafficking Areas (HIDTA) Program has been approved, and a grant (Grant Number G15SS0002A) has been awarded in the amount of $135,084. This grant will support initiatives designed to implement the Strategy proposed by the Executive Board of the SWB - South Texas HIDTA and approved by the Office of National Drug Control Policy (ONDCP).

The original Grant Agreement, including certain Special Conditions, is enclosed. By accepting this grant, you assume the administrative and financial responsibilities outlined in the enclosed Grant Conditions, including the timely submission of all financial and programmatic reports, the resolution of audit findings, and the maintenance of a minimum level of cash-on-hand. Should your organization not adhere to these terms and conditions, ONDCP may terminate the grant for cause or take other administrative action.

If you accept this award, please sign both the Grant Agreement and the Grant Conditions and return a copy to:

Finance Unit
National HIDTA Assistance Center
11200 NW 20th Street, Suite 100
Miami, FL 33172
(305) 715-7600
Or via email to your respective NHAC accountant.

Please keep the original copy of the Grant Agreement and Grant Conditions for your file. If you have any questions pertaining to this grant award, please contact Darren Neely at (202) 395-6692.

Sincerely,

Michael K. Gottlieb

Michael K. Gottlieb
National HIDTA Director

Enclosures

DEPARTMENT HIDTA TASK FORCE
FUND **1291-412-00-270-003-5-XXX (2015 Grant)**
Dept. NO. **270**

	SLOT NUMBER	POSITION	2015 GRANT SALARY	1ST GRANT AWARD	GRANT AWARD PENDING		FY 2015 GRANT FUNDS 1ST AWARD 19.70%	FY 2015 GRANT FUNDS PENDING 80.30	LONGEVITY PAY TOTAL GRANT	LONGEVITY PAY 1ST AWARD 19.70%	LONGEVITY PAY PENDING 80.30	HEALTH INSURANCE TOTAL GRANT	HEALTH INSURANCE 1ST AWARD 19.70%	HEALTH INSURANCE PENDING 80.30	LIFE INSURANCE TOTAL GRANT	LIFE INSURANCE 1ST AWARD 19.70%	LIFE INSURANCE PENDING 80.30	FICA TOTAL GRANT	FICA 1ST AWARD 19.70%	FICA PENDING 80.30	RETIREMENT TOTAL GRANT	RETIREMENT 1ST AWARD 19.70%	RETIREMENT PENDING 80.30	UNEMPLOY COMP TOTAL GRANT	UNEMPLOY COMP 1ST AWARD 19.70%	UNEMPLOY COMP PENDING 80.30	WORKERS' COMP TOTAL GRANT	WORKERS' COMP 1ST AWARD 19.70%	WORKERS' COMP PENDING 80.30	FRINGE BENEFITS 1ST AWARD 19.70%	FRINGE BENEFITS PENDING 80.30	TOTAL FRINGE 2015	Grant Allowable FB 30.00%	TOTAL UNALLOWABLE UNDER GRANT
1	G004	Criminal Investigator II	50,000.00	19.70%	80.30%	100.00%	9,850.00	40,150.00	655.00	129.04	525.97	5,389.09	1,061.65	4,327.44	34.15	6.73	27.42	3,825.00	753.53	3,071.48	5,315.00	1,047.06	4,267.95	300.00	59.10	240.90	1,560.00	307.32	1,252.68	3,364.41	13,713.82	17,078.24	2,955.00	409.41
2	G011	Administrative Assistant IV	42,000.00	19.70%	80.30%	100.00%	8,274.00	33,726.00	916.00	180.45	735.55	5,658.55	1,114.73	4,543.81	34.15	6.73	27.42	3,213.00	632.96	2,580.04	4,464.60	879.53	3,585.07	252.00	49.64	202.36	88.20	17.38	70.82	2,881.42	11,745.07	14,626.49	2,482.20	399.22
3	G006	Criminal Investigator II	50,000.00	19.70%	80.30%	100.00%	9,850.00	40,150.00	350.00	68.95	281.05	4,940.00	973.18	3,966.82	34.15	6.73	27.42	3,825.00	753.53	3,071.48	5,315.00	1,047.06	4,267.95	300.00	59.10	240.90	1,560.00	307.32	1,252.68	3,215.86	13,108.29	16,324.15	2,955.00	260.86
4	G001	Commander	80,000.00	19.70%	80.30%	100.00%	15,760.00	64,240.00	1,020.00	200.94	819.06	5,928.00	1,167.82	4,760.18	34.15	6.73	27.42	6,120.00	1,205.64	4,914.36	8,504.00	1,675.29	6,828.71	480.00	94.56	385.44	2,496.00	491.71	2,004.29	4,842.68	19,739.46	24,582.15	4,728.00	114.68
5	G010	Intelligence Research Specialist	34,917.00	19.70%	80.30%	100.00%	6,878.65	28,038.35	360.00	360.00	0.00	5,594.27	1,102.07	4,492.20	34.15	6.73	27.42	2,671.15	526.22	2,144.93	3,711.68	731.20	2,980.48	209.50	41.27	168.23	73.33	14.45	58.88	2,781.93	9,872.14	12,654.07	2,063.59	718.34
6	G009	Accountant III	53,885.00	19.70%	80.30%	100.00%	10,615.35	43,269.66	962.00	189.51	772.49	5,592.76	1,101.77	4,490.98	34.15	6.73	27.42	4,122.20	812.07	3,310.13	5,727.98	1,128.41	4,599.56	323.31	63.69	259.62	113.16	22.29	90.87	3,324.48	13,551.07	16,875.55	3,184.60	139.88
7	G003	Criminal Investigator I	53,000.00	19.70%	80.30%	100.00%	10,441.00	42,559.00	1,022.00	201.33	820.67	5,610.43	1,105.25	4,505.17	34.15	6.73	27.42	4,054.50	798.74	3,255.76	5,633.90	1,109.88	4,524.02	318.00	62.65	255.35	1,653.60	325.76	1,327.84	3,610.34	14,716.24	18,326.57	3,132.30	478.04
8	G013	Criminal Investigator II	50,000.00	19.70%	80.30%	100.00%	9,850.00	40,150.00	259.00	51.02	207.98	5,110.34	1,006.74	4,103.61	34.15	6.73	27.42	3,825.00	753.53	3,071.48	5,315.00	1,047.06	4,267.95	300.00	59.10	240.90	1,560.00	307.32	1,252.68	3,231.49	13,172.00	16,403.49	2,955.00	276.49
9	G014	Criminal Investigator III	50,000.00	19.70%	80.30%	100.00%	9,850.00	40,150.00	0.00	0.00	0.00	5,335.20	1,051.03	4,284.17	34.15	6.73	27.42	3,825.00	753.53	3,071.48	5,315.00	1,047.06	4,267.95	300.00	59.10	240.90	1,560.00	307.32	1,252.68	3,224.76	13,144.58	16,369.35	2,955.00	269.76
10	G008	Assistant Commander	66,000.00	19.70%	80.30%	100.00%	13,002.00	52,998.00	540.00	106.38	433.62	5,928.00	1,167.82	4,760.18	34.15	6.73	27.42	5,049.00	994.65	4,054.35	7,015.80	1,382.11	5,633.69	396.00	78.01	317.99	2,059.20	405.66	1,653.54	4,141.36	16,880.78	21,022.15	3,900.60	240.76
															34.15	0.00	34.15																	
		TOTAL	**529,802.00**				**104,370.99**	**425,431.01**	**6,084.00**	**1,487.63**	**4,596.37**	**55,086.64**	**10,852.07**	**44,234.57**	**375.60**	**67.27**	**308.33**	**40,529.85**	**7,984.38**	**32,545.47**	**56,317.95**	**11,094.64**	**45,223.32**	**3,178.81**	**626.23**	**2,552.59**	**12,723.48**	**2,506.53**	**10,216.96**	**34,618.73**	**139,643.46**	**174,262.19**	31,311.30	3,307.43
							0.00			0.00		0.00			0.00			0.00			0.00			0.00			0.00			0.00					

a.	**1st 2014 GRANT AWARD**	**135,084.00**
b.	**Less Project Expenditures**	**(138,989.73)**
c.	**Plus 30% unallowable FB**	**3,307.43**
d.	**Difference (+a-b+c)**	(598.30)

DATE September 29, 2014
DEPARTMENT HIDTA TASK FORCE
FUND **1291-412-00-270-003-3-XXX (2013 Grant) and 1251-412-00-270-011-0-XXX (Chapter 59-Asset Forfeiture)**
Dept. NO. **270**

	SLOT NUMBER	POSITION	2014 APPROVED SALARY	2015 SALARY INCREASE	2015 PROJECTED SALARY	DIST. GRANT FUND	DIST. ASSET FUNDS	FY 2015 WAGES GRANT FUNDS	FY 2015 WAGES ASSET FUNDS	$60.00 LONGEVITY PAY Total Longevity	LONGEVITY PAY GRANT	LONGEVITY PAY ASSET 60.00	HEALTH INSURANCE GRANT 5,928.00	HEALTH INSURANCE ASSET	LIFE INSURANCE GRANT 37.56	LIFE INSURANCE ASSET	FICA GRANT 7.65%	FICA ASSET	RETIREMENT GRANT 10.63% A ACTUAL	RETIREMENT ASSET B	RETIREMENT 30% UNALLOWABLE Overage C	RETIREMENT 30% UNALLOWABLE Grant A less C ADJUSTED	RETIREMENT 30% UNALLOWABLE Asset B+C	NEMPLOY COM GRANT 0.60%	NEMPLOY COM ASSET	WORKERS' COMP GRANT 0.21%	WORKERS' COMP ASSET 3.12%	FRINGE BENEFITS 2015 GRANT Less 30%	FRINGE BENEFITS 2015 ASSET Plus 30%	TOTAL FRINGE 2015	Grant Allowable FB 30.00%	TOTAL UNALLOWABLE UNDER GRANT
1	G004	Criminal Investigator II	55,000.00	3,000.00	58,000.00	90.91%	9.09%	50,000.00	8,000.00	720.00	654.55	65.45	5,389.09	538.91	34.15	3.41	3,825.00	612.00	5,315.00	850.40	2,370.87	2,944.13	3,221.27	300.00	48.00	1,560.00	249.60	14,706.91	4,738.65	19,445.56	15,000.00	(293.09)
2	G011	Administrative Assistant IV	42,000.00	2,000.00	44,000.00	95.45%	4.55%	42,000.00	2,000.00	960.00	916.36	43.64	5,658.55	269.45	35.85	1.71	3,213.00	153.00	4,464.60	212.60	2,229.21	2,235.39	2,441.81	252.00	12.00	88.20	4.20	12,399.35	2,925.81	15,325.16	12,600.00	(200.65)
3	G006	Criminal Investigator II	57,000.00	3,000.00	60,000.00	83.33%	16.67%	50,000.00	10,000.00	420.00	350.00	70.00	4,940.00	988.00	31.30	6.26	3,825.00	765.00	5,315.00	1,063.00	1,615.80	3,699.20	2,678.80	300.00	60.00	1,560.00	312.00	14,705.50	4,880.06	19,585.56	15,000.00	(294.50)
4	G001	Commander	80,000.00	0.00	80,000.00	100.00%	0.00%	80,000.00	0.00	1,020.00	1,020.00	0.00	5,928.00	0.00	37.56	0.00	6,120.00	0.00	8,504.00	0.00	1,062.96	7,441.04	1,062.96	480.00	0.00	2,496.00	0.00	23,522.60	1,062.96	24,585.56	24,000.00	(477.40)
5	G010	Intelligence Research Specialist	34,917.00	2,083.00	37,000.00	94.37%	5.63%	34,917.00	2,083.00	420.00	360.00	60.00	5,594.27	333.73	35.45	2.11	2,671.15	159.35	3,711.68	221.42	2,344.29	1,367.39	2,565.71	209.50	12.50	73.33	4.37	10,311.08	3,137.78	13,448.86	10,475.10	(164.02)
6	G009	Accountant III	53,885.00	2,115.00	56,000.00	96.22%	3.78%	53,885.00	2,115.00	1,020.00	981.48	38.52	5,704.11	223.89	36.14	1.42	4,122.20	161.80	5,727.98	224.82	1,105.18	4,622.79	1,330.01	323.31	12.69	113.16	4.44	15,903.20	1,772.76	17,675.96	16,165.50	(262.30)
7	G003	Criminal Investigator I	53,000.00	3,000.00	56,000.00	94.64%	5.36%	53,000.00	3,000.00	1,080.00	1,022.14	57.86	5,610.43	317.57	35.55	2.01	4,054.50	229.50	5,633.90	318.90	2,739.12	2,894.78	3,058.02	318.00	18.00	1,653.60	93.60	15,589.00	3,776.56	19,365.56	15,900.00	(311.00)
8	G013	Criminal Investigator II	55,000.00	3,000.00	58,000.00	86.21%	13.79%	50,000.00	8,000.00	300.00	258.62	41.38	5,110.34	817.66	27.00	10.56	3,825.00	612.00	5,315.00	850.40	1,689.93	3,625.07	2,540.33	300.00	48.00	1,560.00	249.60	14,706.03	4,319.53	19,025.56	15,000.00	(293.97)
9	G014	Criminal Investigator III	62,000.00	3,000.00	65,000.00	90.00%	10.00%	50,000.00	15,000.00	0.00	0.00	0.00	5,335.20	592.80	33.80	3.76	3,825.00	1,147.50	5,315.00	1,594.50	1,662.26	3,652.74	3,256.76	300.00	90.00	1,560.00	468.00	14,706.74	5,558.82	20,265.56	15,000.00	(293.26)
10	G008	Assistant Commander	66,000.00	4,000.00	70,000.00	100.00%	0.00%	66,000.00	4,000.00	540.00	540.00	0.00	5,928.00	0.00	37.56	0.00	5,049.00	306.00	7,015.80	425.20	1,616.16	5,399.64	2,041.36	396.00	24.00	2,059.20	124.80	19,409.40	2,496.16	21,905.56	19,800.00	(390.60)
		TOTAL	***558,802.00***	***25,198.00***	**584,000.00**			**529,802.00**	**54,198.00**	**6,480.00**	**6,103.15**	**376.85**	**55,197.99**	**4,082.01**	**344.36**	**31.24**	**40,529.85**	**4,146.15**	**56,317.95**	**5,761.25**	**18,435.78**	**37,882.17**	**24,197.03**	**3,178.81**	**325.19**	**12,723.48**	**1,510.62**	**155,959.82**	**34,669.08**	**190,628.90**	158,940.60	(2,980.78)

HIDALGO COUNTY
HIDTA TASK FORCE
Salaries Worksheet
(FOR CALCULATION PURPOSES ONLY)

SLOT NUMBER	POSITION	2014 APPROVED SALARY	2015 SALARY INCREASE	2015 PROJECTED SALARY	PERCENTAGE GRANT	PERCENTAGE FORFEIT	FY 2015 WAGES GRANT (1291)	FY 2015 WAGES FORFEIT (1251)	$60.00 Total Longevity	LONGEVITY PAY GRANT (1291)	LONGEVITY PAY FORFEIT (1251)
G001	Commander	80,000.00	0.00	80,000.00	100.00000%	0.00000%	80,000.00	0.00	1,020.00	1,020.00	0.00
G003	Criminal Investigator I	53,000.00	3,000.00	56,000.00	95.00000%	5.00000%	53,000.00	3,000.00	1,080.00	1,026.00	54.00
G004	Criminal Investigator II	55,000.00	3,000.00	58,000.00	91.00000%	9.00000%	50,000.00	8,000.00	720.00	655.20	64.80
G006	Criminal Investigator II	57,000.00	3,000.00	60,000.00	83.00000%	17.00000%	50,000.00	10,000.00	420.00	348.60	71.40
G008	Assistant Commander	66,000.00	4,000.00	70,000.00	100.00000%	0.00000%	66,000.00	4,000.00	540.00	540.00	0.00
G009	Accountant III	53,885.00	2,115.00	56,000.00	96.00000%	4.00000%	53,885.00	2,115.00	1,020.00	979.20	40.80
G010	Intelligence Research Specialist	34,917.00	2,083.00	37,000.00	94.00000%	6.00000%	34,917.00	2,083.00	420.00	360.00	60.00
G011	Administrative Assistant IV	42,000.00	2,000.00	44,000.00	95.00000%	5.00000%	42,000.00	2,000.00	960.00	912.00	48.00
G013	Criminal Investigator II	55,000.00	3,000.00	58,000.00	96.00000%	4.00000%	50,000.00	8,000.00	300.00	288.00	12.00
G014	Criminal Investigator III	62,000.00	3,000.00	65,000.00	90.00000%	10.00000%	50,000.00	15,000.00	0.00	0.00	0.00
	TOTAL	***558,802.00***	***25,198.00***	**584,000.00**			**529,802.00**	**54,198.00**	**6,480.00**	**6,129.00**	**351.00**

DATE: January 7, 2015

DEPARTMENT HEAD: Ricardo Rodriguez,Criminal District Attorney

DEPARTMENT NAME: HIDTA Task Force

ACCOUNT NUMBER: 5-1291-412-00-270-003-5-xxx

SUBJECT: Budget Amendments (Increases) in Accordance with V.A.C.S., Articles 689a-11,1666a and 1666b

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666a, 1666b:

INCREASE OBJECT NUMBER(S)		ACCOUNT (OBJECT) NAME		INCREASE (DECREASE)
5-1291-412-00-270-003-5-	113	Reg Full - Time Employees	$	104,371.00
5-1291-412-00-270-003-5-	115	Longevity pay		1,488.00
5-1291-412-00-270-003-5-	211	Health Insurance		10,852.00
5-1291-412-00-270-003-5-	212	Life Insurance		67.00
5-1291-412-00-270-003-5-	220	FICA		7,984.00
5-1291-412-00-270-003-5-	230	Retirement		7,189.00
5-1291-412-00-270-003-5-	250	Unemployment Compensation		626.00
5-1291-412-00-270-003-5-	260	Workers' Compensation		2,507.00
5-1291-331-10-270-003-5-	000	HIDTA Task Force Revenues		135,084.00
		TOTAL APPROPRIATIONS	**$**	**135,084.00**

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

REASON: To appropriate the FY 2015 HIDTA Task Force grant budget.

APPROVED BY COMMISSIONER'S COURT

___/___/___ DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

AI -48024 **HIDTA - Task Force** **10. B.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted By: Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

HIDTA Chapter 59 Asset Forfeiture (1251):
1. Approval of appropriation of funds in the amount of $40,000.00 for the Chapter 59 Asset Forfeiture Fund Budget (1251).
2. Approval of the following personnel actions, effective next full pay period:

Action	Dept/ Program	Slot #	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Total Adjustment	Allocation to Slot
Salary Adj/ Increase	270-011 (Chapter 59 Asset Forfeiture)	G025	Commander	-0-	$30,000.00	$30,000.00	270-003-G001

3. Approval to revise the salary schedule in accordance with Commissioners Court action.

BACKGROUND

HIDTA TASK FORCE GRANT (270-003-G001): $80,000.00

CHAPTER 59 ASSET FORFEITURE (270-011-G025): $30,000.00 (PROPOSED)

TOTAL PROPOSED ANNUAL BUDGETED SALARY: $110,000.00

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1251-412-00-270-011-0-XXX

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

BUDGETARY IMPACT:

FUNDING IS AVAILABLE IN FUND BALANCE (1251) PENDING CARRYOVER FROM YEAR 2014.

Attachments

Fiscal Note
HIDTA Appropriation

PAR FORM

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/12/2015 04:04 PM
Human Resources	Diana Munoz	01/16/2015 08:47 AM
Rosalinda Cantu	Rosie Cantu	01/16/2015 04:20 PM
Purchasing Department	Monica Badillo	01/16/2015 06:30 PM
Form Started By: Nelda Olivarez		Started On: 01/09/2015 02:25 PM
Final Approval Date: 01/16/2015		

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: Thursday, January 15, 2015 Agenda Item: 48024

Summary of request/proposal:
Approval of the salary adjustment (increase) through the creation of an allocation as follows:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1251	COMMANDER	G025	113	0.00	30,000.00	30,000.00
		TOTAL		0.00	30,000.00	30,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1251-412-00-270-011-0-	113	HIDTA CHAPTER 59-	REGULAR FULL TIME EMP	$28,045.98
5-1251-412-00-270-011-0-	211	HIDTA CHAPTER 59-	HEALTH INSURANCE	$1,497.42
5-1251-412-00-270-011-0-	212	HIDTA CHAPTER 59-	LIFE INSURANCE	$9.49
5-1251-412-00-270-011-0-	220	HIDTA CHAPTER 59-	FICA	$2,145.52
5-1251-412-00-270-011-0-	230	HIDTA CHAPTER 59-	RETIREMENT	$2,981.29
5-1251-412-00-270-011-0-	250	HIDTA CHAPTER 59-	UNEMPLOYMENT COMP	$168.28
5-1251-412-00-270-011-0-	260	HIDTA CHAPTER 59-	WORKER'S COMP	$875.03
			2015 Budgetary Impact	$35,723.01

2016 Budgetary Impact: $38,211.90

Possible Funding Sources:

Comments:

Hidalgo Co. Budget Office
2/3/2005

DATE: January 9, 2015

DEPARTMENT HEAD: Ricardo Rodriguez, Criminal District Attorney

DEPARTMENT NAME: HIDTA Task Force

ACCOUNT NUMBER: 5-1251-412-00-270-11-0-xxx **(Chapter 59 Asset Forfeiture Funds)**

SUBJECT: Budget Amendments (Increases) in Accordance with V.A.C.S., Articles 689a-11,1666a and 1666b

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with V.A.C.S., Pursuant to Article 689a-11, 1666a, 1666b:

INCREASE OBJECT NUMBER(S)		ACCOUNT (OBJECT) NAME		INCREASE (DECREASE)
5-1251-412-00-270-011-0-	113	Reg Full - Time Employees	$	30,000.00
5-1251-412-00-270-011-0	211	Health Insurance		1,780.00
5-1251-412-00-270-011-0	212	Life Insurance		20.00
5-1251-412-00-270-011-0	220	FICA / Social Security Contributions		3,000.00
5-1251-412-00-270-011-0	230	Retirement		4,000.00
5-1251-412-00-270-011-0	250	Unemployment Compensation		200.00
5-1251-412-00-270-011-0	260	Workers' Compensation		1,000.00
		TOTAL APPROPRIATIONS	**$**	**40,000.00**

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

APPROVED BY COMMISSIONER'S COURT

___/___/___ DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 12 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HIDTA TASK FORCE (270-003)
HIDTA CHAPTER 59 (270-011)

DATE: 1/9/2015

CURRENT POSITION TITLE: COMMANDER

CURRENT SLOT #: 270-003-G001
270-011-G0025

REQUESTED POSITION TITLE: COMMANDER

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY ADJ. (INCREASE)/ COST ALLOCATION

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

POSITION SALARY REQUEST:

HIDTA TASK FORCE (270-003)

Salary Amount:

$ 80,000.00	$ 80,000.00	$ 0.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

HIDTA CHAPTER 59 (270-011)

Salary Amount:

$ 0.00	$ 30,000.00	$ 30,000.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[X] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

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

Recently Appointed

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. FOR RICARDO RODRIGUEZ, JR.	1/12/2015 Date	FUNDING AVAILABLE IN DEPT. BUDGET	X	YES		NO
2. HUMAN RESOURCES DIRECTOR	1/16/2015 Date	PERSONNEL PROCEDURES COMPLETED	✓	YES		NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	01/16/2015 Date	BUDGET PROCEDURES COMPLETED	✓	YES		NO
4. COMMISSIONERS' COURT APPROVAL	Date					

AI -48036 **Sheriff's Office** **11. A.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of the Organized Crime Drug Enforcement Task Forces(OCDETF) Agreement between the Hidalgo County Sheriff's Office and the Drug Enforcement Administration McAllen District/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 (SW-TXS-0968).
3. Approval to appropriate OCDETF Grant award in the amount of $6,000.00 for equipment/supplies.

BACKGROUND

The grant period is 1/1/15 to 9/30/15.

Grant budget for technical surveillance equipment and office supplies needed to facilitate operational interface of the Hidalgo County Sheriff's Office with Drug Enforcement Administration McAllen District/Houston Division Office OCDETF Strike Force Group D-81.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1284-421-00-280-084-5-XXX

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

BUDGETARY IMPACT:

No local match is required.

Revenue account: 5-1284-331-11-280-084-5-000

Attachments

OCDETF 15 Equipment

BA

Form Review

Inbox	Reviewed By	Date

Emilia Uriegas	Emilia Uriegas	01/14/2015 03:44 PM
Budget & Management	Veronica Ortiz	01/15/2015 10:23 AM
Manuel Chapa	Manuel Chapa	01/15/2015 04:57 PM
Purchasing Department	Monica Badillo	01/16/2015 06:31 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 01/12/2015 08:18 AM

Final Approval Date: 01/16/2015

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

Agreement

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

Federal Tax Identification #: 74-6000717 DC #: P-32-

Amount Requested

$ 6,000.00

From: January 1, 2015
Beginning Date of Agreement

To: September 30, 2015
Ending Date of Agreement

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 (SF only): _____

Lead Investigator: GS Jesus Gonzalez

Telephone Number: (956) 992-8427

Email Address: jesus.r.gonzalez@usdoj.gov

OCDETF Investigation/Strategic Initiative #:

SW-TXS-0968

Federal Agency Investigation #:

M5-14-0001

State or Local Agency Name and Address:

Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78541

State or Local Agency
Narcotics Supervisor: Captain Norbert Leal

Telephone Number: (956) 383-8114

E-mail Address: norbert.leal@hidalgoso.org

Fax Number: (956) 383-6179

Brief explanation of services/goods provided and basis for determining costs:

Ink/Toner for printers purchased during the past several fiscal years and a Stratus ADS-B Generation 2 Receiver for iPad utilized by McAllen D.O. Airwing in support of McAllen D.O. Strike Force Operations. The cost was determined based on government pricing quotes and sole sourcing pricing.

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
E-mail Address: hector.sandoval@auditor.co.hidalgo.tx
Fax Number: (956) 318-2577

This agreement is between the above named state or local agency and the Organized Crime Drug Enforcement Task Force (OCDETF) Program. This agreement shall be effective when signed by a state or local law enforcement agency official, who is authorized to approve the expenditure of funds in support of OCDETF investigations, the Strike Force leader or his/her designee (Strike Forces) or the AUSA OCDETF Coordinator (Strategic Initiatives) and the OCDETF Executive Office Budget Officer, or his/her designee.

1. This agreement is limited to the amount of funds stated on the cover page of the agreement and no reimbursements will be made in excess of this amount prior to written approval from the United States Attorney's Office and the OCDETF Executive Office. Any request for modification for the above funding amount or type equipment (if different or more than originally approved) must be justified in writing and approved prior to the expenditure of funds. Monitoring of overtime usage and the available authorized reimbursement balance is the responsibility of the sponsoring agency and the state and/or local party to the agreement.

2. It is agreed that the state or local agency named on this agreement will assist in OCDETF investigations, strategic initiatives, and/or prosecutions as set forth in the Organized Crime Drug Enforcement Task Force Strike Force/Strategic Initiative Programs and Policy and Procedures Manual, October 2010.

3. An Agreement for the use of the OCDETF Strike Force/Strategic Initiative Programs ("Agreement") must be completed whenever state or local law enforcement agencies plan to seek reimbursement for permissible costs resulting from their participation in a Strike Force investigation/Strategic Initiative. Agreements are specific to a single OCDETF Strike Force investigation/Strategic Initiative. Each Agreement must be approved and signed by a state or local law enforcement agency official, who is authorized to approve the expenditure of funds in support of OCDETF investigations, the Strike Force leader (Strike Forces) or AUSA Coordinator (Strategic Initiatives) and the OCDETF Executive Office. All required signatures must be obtained before the Agreement can be accepted and the funds obligated.

4. An agreement must fall within a fiscal year period (October 1 – September 30). State and local agencies must use an accurate "Beginning Date of Agreement" (Not always October 1). An agreement can never be dated before the investigation was approved as an OCDETF case.

5. If an Agreement does not have any activity during the last ninety (90) days from the last time a bill has been submitted or during the first ninety (90) days from the date the Agreement was signed, the funds shall be deobligated. Further, if a state or local agency determines that it is no longer performing work under a particular Agreement, a modification memorandum identifying the amount to be deobligated will be submitted by the Strike Force Leader or AUSA Coordinator to the OCDETF Executive Office as soon as possible.

6. A listing of costs that will be reimbursed by the Strike Force/Strategic Initiative Programs will be attached to each agreement. The total cost listed on the Cost Estimate Sheet should match the Amount Requested on the Agreement Cover Page. This must be a detailed listing of each expense expected to be purchased under the Agreement. For example, simply listing "Equipment" or "Surveillance Equipment" is not acceptable. In this example, all equipment should be listed separately such as binoculars, cameras, camera mounts, etc. Each expense listed on the cost estimate sheet must also have a price quote submitted with the Agreement to verify the accuracy of the cost estimates.

7. The Strike Force Leader (Strike Forces) or AUSA Coordinator (Strategic Initiative) must ensure that the cumulative authorized expense commitments do not exceed the total Strike Force/Strategic Initiative fund allocation.

8. Reimbursement for any expenditure above the Agreement amount must be approved by both the Strike Force Leader (Strike Forces) or AUSA Coordinator (Strategic Initiative) and the OCDETF Executive Office.

9. All approving officials must agree to amendments or changes to the amount of the Agreement, the listing of eligible items to be reimbursed, and associated estimates that occur after an Agreement has been executed. These amendments or changes must be transmitted by a memorandum approved and signed by the Strike Force Leader (Strike Forces) or AUSA Coordinator (Strategic Initiatives), and forwarded to the OCDETF Executive Office. All changes made to the original agreement must be approved and initialed by the person making the revision and the Strike Force Leader (Strike Forces) or AUSA Coordinator (Strategic Initiatives).

10. This agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

11. Costs incurred pursuant to an OCDETF investigation or due to participation in an OCDETF Strategic Initiative by a state and local program participant, including informant fees, purchase of evidence, travel, either by a state or local officer, witness or confidential source; rental of automobiles; cost of interpreters or translators; training in support of OCDETF; technical surveillance equipment; rental of office space for temporary use, such as an off-site location for electronic monitoring or off-site command post, may be reimbursed by OCDETF under certain circumstances.

12. Rental payments cannot be paid in advance and must be paid in arrears. Reimbursable Requests with rent included are due on the first workday of each month, and must be for the month that just ended rather than the month beginning. For example, reimbursement for rental space incurred in February cannot take place before March 1st. Any exceptions or additions to the approved reimbursable costs listed above must be detailed and attached in Addendum A of the Agreement.

13. Property and equipment purchased through the OCDETF Program must remain available to the Strike Force/Strategic Initiative for the duration of its existence. The reimbursement of these items must be permissible under the AFF statute, Section 524 (c)(1)(I) of Title 28, United States Code, and this guidance, and are subject to the availability of funds.

14. Subsequent to payment of invoices by the state and local agency to a third party vendor, the DOJ will reimburse the agency for approved investigation or initiative related equipment and service costs. Claims must be submitted monthly on the OCDETF Reimbursement Request Form.

15. State and local agencies must provide official procurement documents to support all reimbursable expenditures to the Strike Force leadership (Strike Forces) or AUSA Coordinator (Strategic Initiatives). If proper supporting documentation is not available, OCDETF will not make reimbursement payments. The cumulative amount of all reimbursements cannot exceed the agreement amount without proper modification.

16. Under no circumstances will the state or local agency charge any indirect costs for the administration or implementation of this agreement.

17. By the 25th day of the month the quarter ends (December, March, June and September), the Strike Force Leader (Strike Forces) or AUSA Coordinator (Strategic Initiatives) will provide to the Executive Office a status of funds report detailing expenditures for each reimbursable agreement.

18. The state or local agency shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal agencies, DOJ, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of all records, documents, accounts, invoices, receipts, or expenditures relating to this agreement. In addition, the state or local agency will maintain all such foregoing reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this Agreement, whichever is later. Failure to provide proper documentation will limit State or Local law enforcement agencies from receiving OCDETF funding in the future.

19. The state or local agency will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.

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: _____ 1/9/15
Authorized State or Local Official *Title* *Date*

Approved By: _____ ASAC/DEA 1-13-15
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.	Ink/Toner for printers	$ 5,000.00
2.	Stratus ADS-B Generation 2 Receiver for iPad	$ 1,000.00
3.	Total	$ 6,000.00
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)

Ink/Toner for printers: $5,000.00
Stratus ADS-B Generation 2 Receiver for iPad: $1,000.00

Total: $6,000.00

Other Exceptions or Justifications:

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

PAYEE/COMPANY INFORMATION (State & Local Agency name and address must match Agreement cover sheet)

Name: Hidalgo County Sheriff's Office	
Address: 100 E. Cano, 3rd Floor	
Edinburg, Texas 78539	
Taxpayer ID Number: 746000717	
Contact Person Name: Norma Garcia	Telephone Number: (956) 318-2506 EXT.

FINANCIAL INSTITUTION INFORMATION

Bank Name: Lone Star National Bank
Nine-Digit ABA Routing Transit Number: 114911687
Depositor Account Number: 71015647
Type of Account: (checking/savings) Checking

Please return with the Reimbursable Agreement

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). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: https://www.ipp.gov/

Alvarez, Jorge E.

From: Morgan, Scott L.
Sent: Friday, August 29, 2014 9:00 AM
To: Alvarez, Jorge E.
Subject: Stratus Item

Hey buddy. Here is the requested item:

1 (One) Stratus ADS-B Generation 2 Receiver For IPad
Sole Source Cost $899.00
ID Number: 8217A

Provides Subscription Free Weather and Traffic Information For IPad

Suction Cup Mount With Cradle For Stratus Generation 2
Sole Source Cost $19.95
ID Number: 7016A

Shipping Cost: 22.95

Sole Source:
Sporty's Pilot Shop
Clermont County/Sporty's Airport
2001 Sporty's Drive
Batavia, Ohio 45103
Attn: Customer Service
1-800-776-7897
www.sportys.com

HP Color Laser Jet 4700dn

- Compare Items

Sort By: Best Matches
Items 10
5 items

Item 614584
Model Q5950A

Compare

HP 643A Black Toner Cartridge (Q5950A)

Reviews forHP 643A Black Toner Cartridge (Q5950A)
4.5stars
(15 reviews)

- Yields up up to 11,000 pages
- Manufactured specifically for HP printers, original.....
- HP 643A Black toner cartridges deliver consistent yields.....
- Save on Toner

Save an extra in the next 20 minutes. See details

Save on Toner

Price: $222.99
Each

Final Price: $222.99
Each
See Details
Get $4 back
in Staples Rewards
per recycled cartridge
with $200 HP toner purchase.
Learn more
FREE Shipping

Qty. 1 Add to Cart

Add to Favorites

Item 614585
Model Q5951A

Compare

HP 643A Cyan Toner Cartridge (Q5951A)

Reviews forHP 643A Cyan Toner Cartridge (Q5951A)
3.5stars
(7 reviews)

- Yields up to 10,000 pages
- Manufactured specifically for HP printers, original.....
- HP 643A Cyan toner cartridges deliver consistent yields.....
- Save on Toner

Save an extra in the next 20 minutes. See details

Save on Toner

Price: $315.99
Each

Final Price: $315.99
Each
See Details
Get $4 back
in Staples Rewards
per recycled cartridge
with $200 HP toner purchase.
Learn more
FREE Shipping

Qty. 1 Add to Cart

Add to Favorites

Item 614587
Model Q5952A

Compare

HP 643A Yellow Toner Cartridge (Q5952A)

Reviews forHP 643A Yellow Toner Cartridge (Q5952A)
4.0stars
(8 reviews)

- Yields up to 10,000 pages
- Manufactured specifically for HP printers, original.....
- HP 643A Yellow toner cartridges deliver consistent.....
- Save on Toner

Save an extra in the next 20 minutes. See details

Save on Toner

Price: $315.99
Each

Final Price: $315.99
Each
See Details
Get $4 back
in Staples Rewards
per recycled cartridge
with $200 HP toner purchase.
Learn more
FREE Shipping

Qty. 1 Add to Cart

Add to Favorites

Item 614589
Model Q5953A

Compare

HP 643A Magenta Toner Cartridge (Q5953A)

Reviews forHP 643A Magenta Toner Cartridge (Q5953A)
4.0stars
(12 reviews)

- Yields up to 10,000 pages
- Manufactured specifically for HP printers, original.....
- HP 643A Magenta toner cartridges deliver consistent.....
- Save on Toner

Save an extra in the next 20 minutes. See details

Save on Toner

Price: $315.99
Each

Final Price: $315.99
Each
See Details
Get $4 back
in Staples Rewards
per recycled cartridge
with $200 HP toner purchase.

Need Help? Corporate | Federal Government Customers Store Locator
Track Order
SEARCH
WELCOME, PLEASE SIGN IN
YOUR ACCOUNT
0
Order by Item # Easy Reorder
Deals
PRODUCTS TECHNOLOGY SERVICES SHOP BY INDUSTRY
New day. New Daily Deals. Get them before they are gone!
WEEKLY AD
Back to: Printer Ink Cartridges & Toner Finder

HP Laser Printers Color LaserJet CP4525dn Cartridges

NARROW BY:

Environmental

☐ Recycled (5)

Rating

☐ (3)

☐ (2)

Price

☐ $0 - $99.99 (1)

☐ $100 - $199.99 (1)

☐ $200 - $299.99 (4)

☐ $400 - $499.99 (1)

to GO

Need help?

Live Customer Support
Available Monday - Friday
8AM - 8PM EST
Pop ups must be enabled

List View Grid View Compare Items

Sort By

7 items

Item 830058
Model CE261A
Compare

HP 648A Cyan Toner Cartridge (CE261A)
(6 reviews)
- Yields up to 11,000 pages
- This cartridge is not compatible with: HP Color...
- Manufactured specifically for HP printers, original...

Save on Toner

Final Price: $290.99 Each
Additional Offers See Details
Get $4 back in Staples Rewards per recycled cartridge with $200 HP toner purchase. Learn more
FREE Shipping

Qty. 1 ADD TO CART
Add to Favorites

Item 830053
Model CE263A
Compare

HP 648A Magenta Toner Cartridge (CE263A)
(2 reviews)
- Yields up to 11,000 pages
- This cartridge is not compatible with: HP Color...
- Manufactured specifically for HP printers, original...

Save on Toner

Final Price: $290.99 Each
Additional Offers See Details
Get $4 back in Staples Rewards per recycled cartridge with $200 HP toner purchase. Learn more
FREE Shipping

Qty. 1 ADD TO CART
Add to Favorites

Item 830051
Model CE262A
Compare

HP 648A Yellow Toner Cartridge (CE262A)
(4 reviews)
- Yields up to 11,000 pages
- This cartridge is not compatible with: HP Color...
- Manufactured specifically for HP printers, original...

Save on Toner

Final Price: $290.99 Each
Additional Offers See Details
Get $4 back in Staples Rewards per recycled cartridge with $200 HP toner

Qty. 1 ADD TO CART
Add to Favorites

purchase
Learn more
FREE
Shipping

Item 830188
Model CE260A
Compare

HP 647A Black Toner Cartridge (CE260A)

- Yields up to 8,500 pages
- Save 22% per page when you buy the...
- Manufactured specifically for HP printers, original

Save on Toner

Final Price:
$189.99
Each
Additional Offers
See Details
Get $4 back in Staples Rewards per recycled cartridge with $200 HP toner purchase.
Learn more
FREE
Shipping

Qty. 1 ADD TO CART
Add to Favorites

Item 830049
Model CE260X
Compare

HP 648X Black Toner Cartridge (CE260X), High Yield

- Yields up to 17,000 pages Not compatible with...
- Manufactured specifically for HP printers, original...
- HP 648X Black toner cartridges deliver consistent yields...

Save on Toner

Final Price:
$252.99
Each
Additional Offers
See Details
Get $4 back in Staples Rewards per recycled cartridge with $200 HP toner purchase
Learn more
FREE
Shipping

Qty. 1 ADD TO CART
Add to Favorites

Item 830054
Model CE265A
Compare

HP 647A Waste Toner Collection Unit (CE265A)

- Yields up to 36000 pages
- Printing technology: Laser
- Cartridge yield type: Standard

Free Shipping

Final Price:
$20.69
Each
Additional Offers
See Details
FREE
Shipping

Qty. 1 ADD TO CART
Add to Favorites

Item 831278
Model CE249A
Compare

HP 647A Color Transfer Kit (CE249A)

- Yields up to 150,000 pages per cartridge
- Manufactured specifically for HP printers, original...
- HP CE249A transfer kit delivers consistent yields and...

Free Shipping

Final Price:
$413.99
Each
Additional Offers
See Details
FREE
Shipping

Qty. 1 ADD TO CART
Add to Favorites

7 items

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November 13, 2014

2 each - HP Color Laserjet 4700dn: Located in Intel and Group D81
Uses 4 color ink toner cartridges:
Black – Q595A
Yellow – Q5952A
Blue – Q5951A
Magenta – Q5953A

3 each - HP Color LaserJet CP4525: Located in Group D81, Group D82 and Group D83
Uses 4 color ink toner cartridges:
Black – CE 260A
Blue(Cyan) – CE 261A
Yellow – CE 262A
Magenta – CE 263A

DATE: January 14, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: OCDETF Office Supplies/Equipment FY2015
ACCOUNT NUMBER: 5-1284-421-00-280-084-5-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
5-1284-421-00-280-084-5-610	General Supplies	5,000.00
5-1284-421-00-280-084-5-660	Furnishings and equipment - Controlled	1,000.00

	TOTAL APPROPRIATIONS	6,000.00
5-1284-331-11-280-084-5-000	Organized Crime Drug Enforcement Task Force (OCDETF)	6,000.00
	TOTAL REVENUES	6,000.00

REASON: **To appropriate budget for office supplies and equipment for officer assigned to OCDETF investigations (Number SW-TXS-0968)**

Funding period is January 1, 2015 to September 30, 2015.

Emilia Wiger
DEPARTMENT HEAD SIGNATURE

01/14/15
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI -48121 **Health & Human Services Dept.** **12. A.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting permission to allow Hidalgo County Health & Human Services Dept. in partnership with Hidalgo County Emergency Management to host and provide training for local Amateur Radio Operators. The training will be conducted at the Hidalgo County EOC and utilize the EOC's amateur radio equipment and equipment brought by local Amateur Radio Operators. The Field Day Exercise will be on February 7, 2015.

BACKGROUND

Purpose: The Hidalgo County EOC, Texas Department of Emergency Management, Red Cross and National Weather Service along with similar services agencies & support programs rely on local volunteer Amateur Radio Operators to assist with communications during large scale events.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/15/2015 10:29 AM
Manuel Chapa	Manuel Chapa	01/15/2015 04:26 PM
Purchasing Department	Monica Badillo	01/16/2015 06:31 PM

Form Started By: Mike Escaname Started On: 01/15/2015 08:47 AM
Final Approval Date: 01/16/2015

AI -48070 **Health & Human Services Dept.** **12. B.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to submit grant application to the National Institute of Health. Grant funds are to support conferences that are relevant to the NIH's mission and to public health.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No local match required.

Approval to submit grant application...

Attachments

Document

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/12/2015 03:43 PM
Rosalinda Cantu	Rosie Cantu	01/13/2015 11:13 AM
Manuel Chapa	Manuel Chapa	01/13/2015 02:32 PM
Purchasing Department	Monica Badillo	01/16/2015 06:30 PM

Form Started By: Mike Escaname Started On: 01/12/2015 02:57 PM

Final Approval Date: 01/16/2015

Department of Health and Human Services

Part 1. Overview Information

Participating Organization(s)	National Institutes of Health (NIH)
Components of Participating Organizations	National Cancer Institute (NCI) National Eye Institute (NEI) National Heart, Lung, and Blood Institute (NHLBI) National Human Genome Research Institute (NHGRI) National Institute on Aging (NIA) National Institute on Alcohol Abuse and Alcoholism (NIAAA) National Institute of Allergy and Infectious Diseases (NIAID) National Institute of Arthritis and Musculoskeletal and Skin Diseases (NIAMS) National Institute of Biomedical Imaging and Bioengineering (NIBIB) *Eunice Kennedy Shriver* National Institute of Child Health and Human Development (NICHD) National Institute on Deafness and Other Communication Disorders (NIDCD) National Institute of Dental and Craniofacial Research (NIDCR) National Institute of Diabetes and Digestive and Kidney Diseases (NIDDK) National Institute on Drug Abuse (NIDA) National Institute of Environmental Health Sciences (NIEHS) National Institute of General Medical Sciences (NIGMS) National Institute of Neurological Disorders and Stroke (NINDS) National Institute on Minority Health and Health Disparities (NIMHD) National Library of Medicine (NLM) National Center for Complementary and Alternative Medicine (NCCAM) National Center for Advancing Translational Sciences (NCATS) Division of Program Coordination, Planning and Strategic Initiatives, Office of Research Infrastructure Programs (ORIP)
Funding Opportunity Title	NIH Support for Conferences and Scientific Meetings (Parent R13/U13)
Activity Code	R13/U13 Support for Conferences and Scientific Meetings
Announcement Type	Reissue of PA-12-212
Related Notices	• June 4, 2014 - Notice NOT-14-074 supersedes instructions in Section III.3 regarding applications that are essentially the same.
Funding Opportunity Announcement (FOA) Number	PA-13-347
Companion Funding Opportunity	None
Number of Applications	See Section III. 3. Additional Information on Eligibility.
Catalog of Federal Domestic	93.307; 93.233; 93.839; 93.838; 93.837; 93.865; 93.273; 93.879; 93.286; 93.859; 93.113; 93.173; 93.866; 93.350; 93.853; 93.351; 93.856; 93.855;

Assistance (CFDA) Number(s)	93.847; 93.121; 93.172; 93.846; 93.279; 93.867; 93.213; 93.399; 93.396; 93.395; 93.394; 93.393
Funding Opportunity Purpose	The purpose of the NIH Research Conference Grant (R13) and NIH Research Conference Cooperative Agreement (U13) Programs is to support high quality conferences that are relevant to the public health and to the scientific mission of the participating Institutes and Centers.

Key Dates

Posted Date	September 11, 2013
Open Date (Earliest Submission Date)	November 12, 2013
Letter of Intent Due Date(s)	Not Applicable
Application Due Date(s)	Standard dates apply, by 5:00 PM local time of applicant organization. Applicants are encouraged to apply early to allow adequate time to make any corrections to errors found in the application during the submission process by the due date.
AIDS Application Due Date(s)	Standard AIDS dates apply, by 5:00 PM local time of applicant organization. Applicants are encouraged to apply early to allow adequate time to make any corrections to errors found in the application during the submission process by the due date.
Scientific Merit Review	Standard dates apply
Advisory Council Review	Standard dates apply
Earliest Start Date	Standard dates apply
Expiration Date	September 8, 2016
Due Dates for E.O. 12372	Not Applicable

Required Application Instructions

It is critical that applicants follow the instructions in the SF424 (R&R) Application Guide, except where instructed to do otherwise (in this FOA or in a Notice from the *NIH Guide for Grants and Contracts*). Conformance to all requirements (both in the Application Guide and the FOA) is required and strictly enforced. Applicants must read and follow all application instructions in the Application Guide as well as any program-specific instructions noted in Section IV. When the program-specific instructions deviate from those in the Application Guide, follow the program-specific instructions. **Applications that do not comply with these instructions may be delayed or not accepted for review.**

Apply for Grant Electronically

A compatible version of Adobe Reader is required for download. For Assistance downloading this or any Grants.gov application package, please contact Grants.gov Customer Support at http://www.grants.gov/contactus/contactus.jsp.

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Part 1. Overview Information
Part 2. Full Text of the Announcement
- Section I. Funding Opportunity Description
- Section II. Award Information
- Section III. Eligibility Information
- Section IV. Application and Submission Information
- Section V. Application Review Information
- Section VI. Award Administration Information
- Section VII. Agency Contacts
- Section VIII. Other Information

Part 2. Full Text of Announcement

Section I. Funding Opportunity Description

The purpose of the NIH Research Conference Grant (R13) and NIH Research Conference Cooperative Agreement (U13) Programs is to support high quality scientific conferences that are relevant to the NIH's mission and to the public health. A conference is defined as a symposium, seminar, workshop, or any other organized and formal meeting, whether conducted face-to-face or via the internet, where individuals assemble (or meet virtually) to exchange information and views or explore or clarify a defined subject, problem, or area of knowledge, whether or not a published report results from such meeting. The NIH recognizes the value to members of the research community and all other interested parties in supporting such forums.

Support of conferences is contingent on the fiscal and programmatic interests and priorities of the individual NIH Institutes and Centers (ICs). Therefore, a conference grant application is required to contain a permission-to-submit letter from any one of the participating ICs' conference grant contact persons (see Contacts List). Applicants are urged to initiate contact well in advance of the chosen application receipt date and no later than 6 weeks before that date. Please note that agreement to accept an application does not guarantee funding.

The NIH website on NIH Support for Conferences and Scientific Meetings centralizes information regarding grants and cooperative agreements for scientific conferences. The Contacts and Special Interests website includes contact information for the participating ICs as well as information about each IC's specific interests and funding parameters. This website and related links are updated frequently, so interested parties should check periodically for the most current information.

Note: Applicants are encouraged to look at the R13/U13 Frequently Asked Questions for a listing of common questions regarding the preparation and submission of conference grant and cooperative agreement applications.

Section II. Award Information

Funding Instrument	Grant: A support mechanism providing money, property, or both to an eligible entity to carry out an approved project or activity. Cooperative Agreement: A support mechanism used when there will be substantial Federal scientific or programmatic involvement. Substantial involvement means that, after award, NIH scientific or program staff will assist, guide, coordinate, or participate in project activities.
Application Types Allowed	New Renewal Resubmission Revision

	The OER Glossary and the SF424 (R&R) Application Guide provide details on these application types.
Funds Available and Anticipated Number of Awards	The number of awards is contingent upon NIH appropriations and the submission of a sufficient number of meritorious applications.
Award Budget	The appropriate NIH Conference Grant Contact should be consulted for guidance regarding any IC-specific budget limitations.
Award Project Period	Most ICs will accept applications for up to 5 years of support when a series of annual or biannual conferences are proposed by a permanently sponsoring organization. Support for conferences held on a less frequent schedule must be applied for individually. The appropriate NIH Conference Grant Contact should be consulted for guidance regarding any IC-specific project duration requirements.

NIH grants policies as described in the *NIH Grants Policy Statement* will apply to the applications submitted and awards made in response to this FOA.

Section III. Eligibility Information

1. Eligible Applicants

Eligible Organizations

Higher Education Institutions

- Public/State Controlled Institutions of Higher Education
- Private Institutions of Higher Education

The following types of Higher Education Institutions are always encouraged to apply for NIH support as Public or Private Institutions of Higher Education:

- Hispanic-serving Institutions
- Historically Black Colleges and Universities (HBCUs)
- Tribally Controlled Colleges and Universities (TCCUs)
- Alaska Native and Native Hawaiian Serving Institutions
- Asian American Native American Pacific Islander Serving Institutions (AANAPISIs)

Nonprofits Other Than Institutions of Higher Education

- Nonprofits with 501(c)(3) IRS Status (Other than Institutions of Higher Education)
- Nonprofits without 501(c)(3) IRS Status (Other than Institutions of Higher Education)

For-Profit Organizations

- Small Businesses
- For-Profit Organizations (Other than Small Businesses)

Governments

- State Governments
- County Governments
- City or Township Governments

- Special District Governments
- Indian/Native American Tribal Governments (Federally Recognized)
- Indian/Native American Tribal Governments (Other than Federally Recognized)
- Eligible Agencies of the Federal Government
- U.S. Territory or Possession

Other

- Independent School Districts
- Public Housing Authorities/Indian Housing Authorities
- Native American Tribal Organizations (other than Federally recognized tribal governments)
- Faith-based or Community-based Organizations
- Regional Organizations

Domestic institutions or organizations, including established scientific or professional societies, are eligible to apply for conference support. Foreign institutions are not eligible to apply for conference support. Both domestic and international conferences may be supported; however, an international conference can be supported only through the U.S. representative organization of an established international scientific or professional society. An individual is not eligible to receive a grant in support of a conference.

Foreign Institutions

Non-domestic (non-U.S.) Entities (Foreign Institutions) **are not** eligible to apply.
Non-domestic (non-U.S.) components of U.S. Organizations **are not** eligible to apply.

Foreign components, as defined in the *NIH Grants Policy Statement*, **are** allowed.

Required Registrations

Applicant Organizations

Applicant organizations must complete and maintain the following registrations as described in the SF 424 (R&R) Application Guide to be eligible to apply for or receive an award. All registrations must be completed prior to the application being submitted. Registration can take 6 weeks or more, so applicants should begin the registration process as soon as possible. The NIH Policy on Late Submission of Grant Applications states that failure to complete registrations in advance of a due date is not a valid reason for a late submission.

- Dun and Bradstreet Universal Numbering System (DUNS) - All registrations require that applicants be issued a DUNS number. After obtaining a DUNS number, applicants can begin both SAM and eRA Commons registrations. The same DUNS number must be used for all registrations, as well as on the grant application.
- System for Award Management (SAM) (formerly CCR) – Applicants must complete and maintain an active registration, **which requires renewal at least annually**. The renewal process may require as much time as the initial registration. SAM registration includes the assignment of a Commercial and Government Entity (CAGE) Code for domestic organizations which have not already been assigned a CAGE Code.
- NATO Commercial and Government Entity (NCAGE) Code – Foreign organizations must obtain an NCAGE code (in lieu of a CAGE code) in order to register in SAM.
- eRA Commons - Applicants must have an active DUNS number and SAM registration in order to complete the eRA Commons registration. Organizations can register with the eRA Commons as they are working through their SAM or Grants.gov registration. eRA Commons requires organizations to identify at least one Signing Official (SO) and at least one Program Director/Principal Investigator (PD/PI) account in order to submit an application.
- Grants.gov – Applicants must have an active DUNS number and SAM registration in order to complete the Grants.gov registration.

Program Directors/Principal Investigators (PD(s)/PI(s))

All PD(s)/PI(s) must have an eRA Commons account and should work with their organizational officials to either create a new account or to affiliate an existing account with the applicant organization's eRA Commons account. If the PD/PI is also the organizational Signing Official, they must have two distinct eRA Commons accounts, one for each role. Obtaining an eRA Commons account can take up to 2 weeks.

Eligible Individuals (Program Director/Principal Investigator)

Any individual(s) with the skills, knowledge, and resources necessary to carry out the proposed research as the Program Director(s)/Principal Investigator(s) (PD(s)/PI(s)) is invited to work with his/her organization to develop an application for support. Individuals from underrepresented racial and ethnic groups as well as individuals with disabilities are always encouraged to apply for NIH support.

For institutions/organizations proposing multiple PDs/PIs, visit the Multiple Program Director/Principal Investigator Policy and submission details in the Senior/Key Person Profile (Expanded) Component of the SF424 (R&R) Application Guide.

2. Cost Sharing

This FOA does not require cost sharing as defined in the *NIH Grants Policy Statement.*

3. Additional Information on Eligibility

Number of Applications

Applicant organizations may submit more than one application, provided that each application is scientifically distinct.

NIH will not accept any application that is essentially the same as one already reviewed within the past thirty-seven months (as described in the *NIH Grants Policy Statement*), except for submission:

- To an RFA of an application that was submitted previously as an investigator-initiated application but not paid;
- Of an investigator-initiated application that was originally submitted to an RFA but not paid; or
- Of an application with a changed grant activity code.

Section IV. Application and Submission Information

1. Requesting an Application Package

Applicants must download the SF424 (R&R) application package associated with this funding opportunity using the "Apply for Grant Electronically" button in this FOA or following the directions provided at Grants.gov.

2. Content and Form of Application Submission

It is critical that applicants follow the instructions in the SF424 (R&R) Application Guide, except where instructed in this funding opportunity announcement to do otherwise. Conformance to the requirements in the Application Guide is required and strictly enforced. Applications that are out of compliance with these instructions may be delayed or not accepted for review.

For information on Application Submission and Receipt, visit Frequently Asked Questions – Application Guide, Electronic Submission of Grant Applications.

Page Limitations

All page limitations described in the SF424 Application Guide and the Table of Page Limits must be followed.

Required and Optional Components

The forms package associated with this FOA includes all applicable components, required and optional. Please note that some components marked optional in the application package are required for submission of applications for this FOA. Follow all instructions in the SF424 (R&R) Application Guide to ensure you complete all appropriate "optional" components.

Instructions for Application Submission

The following section supplements the instructions found in the SF424 (R&R) Application Guide and should be used for preparing an application to this FOA.

SF424(R&R) Cover

All instructions in the SF424 (R&R) Application Guide must be followed, with the following additional instructions:

Descriptive Title of Applicant's Project: Enter the title of the scientific conference.

Cover Letter: Advance permission to submit an application is required for all NIH conference grant and cooperative agreement applications, including new, resubmission, renewal, and revision applications. Advance permission to submit an application should be requested early in the process and no later than six weeks before the application due date. All applicants must include the permission-to-submit letter from the NIH Conference Grant Contact who has agreed to accept assignment of the application. Applications that do not include the permission-to-submit letter will not be accepted for review. Note that advance permission to submit an application does not guarantee funding.

SF424(R&R) Project/Performance Site Locations

All instructions in the SF424 (R&R) Application Guide must be followed, with the following additional instructions:

Enter the site of the conference as the Performance Site.

SF424(R&R) Other Project Information

All instructions in the SF424 (R&R) Application Guide must be followed.

SF424(R&R) Senior/Key Person Profile

All instructions in the SF424 (R&R) Application Guide must be followed.

R&R Budget

All instructions in the SF424 (R&R) Application Guide must be followed, with the following additional instructions:

The appropriate NIH IC conference award contact should be consulted for guidance regarding any IC-specific budget requirements. Enter the direct costs requested. Facilities and Administrative (F&A) costs are not allowed. Provide a narrative justification for each proposed personnel position, including the role of the individual in the conference and the proposed level of effort. Include information regarding efforts to obtain funding for this conference from other sources.

Allowable Costs: Salary (in proportion to the time or effort spent directly on the conference); rental of necessary equipment; travel and per diem or subsistence allowances; supplies needed for conduct of the conference (only if received for use during the budget period); conference services; publication costs; funds to help defray registration costs for some select attendees (for example, women, racial/ethnic minorities, persons with disabilities, other individuals who have been traditionally underrepresented in science, graduate students); speakers' fees.

Non-allowable costs: Meals/food and beverages; purchase of equipment; transportation costs exceeding U.S. carrier coach class fares; visas; passports; entertainment; tips; bar charges; personal telephone calls;

laundry charges; dues; honoraria or other payments for the purpose of conferring distinction or communicating respect, esteem or admiration; patient care; alterations or renovations; facilities and administrative costs/indirect costs.

PHS 398 Cover Page Supplement

All instructions in the SF424 (R&R) Application Guide must be followed.

PHS 398 Research Plan

All instructions in the SF424 (R&R) Application Guide must be followed, with the following additional instructions:

Research Strategy: Note that this section will be called "Conference Plan" in the system-generated Table of Contents.

In the "Conference Plan" section of the application (uploaded as the Research Strategy attachment), describe the objectives, specific program, and logistical arrangements for the conference. Describe the format and list the agenda and speakers, including the principal topics to be covered, problems to be addressed, and developments or contributions the conference might stimulate. Provide a detailed justification for the conference, including the scientific need, timeliness, and usefulness of the conference to the scientific community.

A critical part of the application for NIH conference support is the documentation of appropriate representation of women, racial/ethnic minorities, persons with disabilities, and other individuals who have been traditionally underrepresented in science in the planning and implementation of, and participation in, the proposed conference. "Appropriate representation" means representation based on the availability of these scientists from these groups known to be working in a particular field of biomedical or behavioral research. If appropriate representation is not apparent, no award will be issued until program staff members are assured of concerted recruitment efforts. Organizers of scientific conferences must document compliance with the Guidelines for Inclusion of Women, Minorities, and Persons with Disabilities in NIH-Supported Conference Grants policy.

Attendance for some individuals will be dependent on the availability of resources for family care. The application should describe plans to identify resources for child care and other types of family care at the conference site to allow individuals with family care responsibilities to attend. The information should allow attendees to make arrangements for family care as needed.

Describe the composition and role of the organizing committee, and provide the names and credentials of key participants (i.e. speakers, presenters, session moderators) in the conference, including the basis for their selection and documentation of their agreement to participate. Estimate the expected size and composition of the audience, as well as the method of selection.

Describe plans for publicizing the conference to all interested participants and for publishing the proceedings (with the latter plan not being required). Identify related conferences held on the subject during the past 3 years and how the proposed conference is similar to and/or different from these, and why it is still necessary and useful. If this is one in a series of periodic conferences held by a permanent sponsoring organization, briefly describe and evaluate the last conference in the series.

Applications requesting multiple years of support must provide the following additional information for each future year requested, in as much detail as possible:

- conference topic(s)
- tentative dates, locations, and participants
- contingency plans for future conferences dependent upon, for example, the outcome of the first year's conference or developments in the field.

Resource Sharing Plan: Individuals are required to comply with the instructions for the Resource Sharing Plans (Data Sharing Plan, Sharing Model Organisms, and Genome Wide Association Studies (GWAS)) as

provided in the SF424 (R&R) Application Guide, with the following modification:

- Generally, Resource Sharing Plans (Data Sharing Plan, Sharing Model Organisms, and GWAS Sharing Plan) are expected, but they are not applicable for this FOA.

Appendix: Do not use the Appendix to circumvent page limits. Follow all instructions for the Appendix as described in the SF424 (R&R) Application Guide, with the following modification:

- The appendix is limited to announcements and reports of previous conferences under the same sponsorship. No other information or material should be submitted as appendices.

Planned Enrollment Report

When conducting clinical research, follow all instructions for completing Planned Enrollment Reports as described in the SF424 (R&R) Application Guide.

PHS 398 Cumulative Inclusion Enrollment Report

When conducting clinical research, follow all instructions for completing Cumulative Inclusion Enrollment Report as described in the SF424 (R&R) Application Guide.

3. Submission Dates and Times

Part I. Overview Information contains information about Key Dates. Applicants are encouraged to submit applications before the due date to ensure they have time to make any application corrections that might be necessary for successful submission.

Organizations must submit applications to Grants.gov (the online portal to find and apply for grants across all Federal agencies). Applicants must then complete the submission process by tracking the status of the application in the eRA Commons, NIH's electronic system for grants administration. NIH and Grants.gov systems check the application against many of the application instructions upon submission. Errors must be corrected and a changed/corrected application must be submitted to Grants.gov on or before the application due date. If a Changed/Corrected application is submitted after the deadline, the application will be considered late.

Applicants are responsible for viewing their application before the due date in the eRA Commons to ensure accurate and successful submission.

Information on the submission process and a definition of on-time submission are provided in the SF424 (R&R) Application Guide.

4. Intergovernmental Review (E.O. 12372)

This initiative is not subject to intergovernmental review.

5. Funding Restrictions

All NIH awards are subject to the terms and conditions, cost principles, and other considerations described in the *NIH Grants Policy Statement*.

Pre-award costs are allowable only as described in the *NIH Grants Policy Statement*.

In general, conference awards should be issued before the actual start date of the conference.

6. Other Submission Requirements and Information

Applications must be submitted electronically following the instructions described in the SF424 (R&R) Application Guide. Paper applications will not be accepted.

Applicants must complete all required registrations before the application due date. Section III. Eligibility Information contains information about registration.

For assistance with your electronic application or for more information on the electronic submission process, visit Applying Electronically.

Important reminders:
All PD(s)/PI(s) must include their eRA Commons ID in the Credential field of the Senior/Key Person Profile Component of the SF424(R&R) Application Package. Failure to register in the Commons and to include a valid PD/PI Commons ID in the credential field will prevent the successful submission of an electronic application to NIH. See Section III of this FOA for information on registration requirements.

The applicant organization must ensure that the DUNS number it provides on the application is the same number used in the organization's profile in the eRA Commons and for the System for Award Management. Additional information may be found in the SF424 (R&R) Application Guide.

See more tips for avoiding common errors.

Upon receipt, applications will be evaluated for completeness by the Center for Scientific Review, NIH. Applications that are incomplete will not be reviewed.

Post-Submission Materials

Applicants are required to follow the instructions for post-submission materials, as described in NOT-OD-13-030.

Section V. Application Review Information

1. Criteria

Only the review criteria described below will be considered in the review process. As part of the NIH mission, all applications submitted to the NIH in support of biomedical and behavioral research are evaluated for scientific and technical merit through the NIH peer review system.

Overall Impact

After considering all of the review criteria, briefly summarize the significant strengths and weaknesses of the application and judge the likelihood that the proposed conference will have a substantial impact on the pursuit of the goals of NIH-supported research, which is to advance our understanding of biological systems, to improve the control of disease, and to enhance health.

Scored Review Criteria

Reviewers will consider each of the review criteria below in the determination of scientific merit, and give a separate score for each. An application does not need to be strong in all categories to be judged likely to have major scientific impact. For example, a project that by its nature is not innovative may be essential to advance a field.

Significance

Does this conference address an important problem? If the aims of the application are achieved, how will scientific knowledge or clinical practice be advanced? What will be the effect of these endeavors on the concepts, methods, technologies, treatments, services, or preventative interventions that drive this field?

Investigator(s)

Is(are) the PD(s)/PI(s) well suited for organizing and fulfilling the goals of this conference? Are the qualifications and past performance of the PD(s)/PI(s) appropriate, and are they well suited for their described roles in the conference? Are the key personnel and selected speakers appropriate and well

suited for their described roles in the conference?

Innovation

Does the conference employ novel approaches or methods to fulfill its purpose? Does the conference draw together appropriate experts who may otherwise not have an opportunity to meet?

Approach

Are the format and agenda for the conference appropriate for achieving the specified goals? Is the conference timely for the subject matter? For applications designating multiple PDs/PIs, is the Leadership Plan approach, including the designated roles and responsibilities, governance and organizational structure consistent with and justified by the topics of the conference and the expertise of each of the PD/PIs?

Environment

Is the conference site appropriate? Does the applicant organization have the ability to contribute to the probability of success? Do the proposed meetings, exhibits, interactions, etc., take advantage of unique features of the environment or employ useful collaborative arrangements? Is institutional support evident?

Additional Review Criteria

As applicable for the project proposed, reviewers will evaluate the following additional items while determining scientific and technical merit, and in providing an overall impact score, but will not give separate scores for these items.

Appropriate Representation

How well do the plans for inclusion of women, racial/ethnic minorities, persons with disabilities, and other individuals who traditionally have been underrepresented in science provide for their appropriate representation in the planning, organization, and execution of the proposed conference? For more information, visit Inclusion of Women, Minorities and Persons with Disabilities in NIH-Supported Conference Grants policy.

Protections for Human Subjects

Generally not applicable. Reviewers should bring any concerns to the attention of the Scientific Review Officer.

Inclusion of Women, Minorities, and Children

Generally not applicable. Reviewers should bring any concerns to the attention of the Scientific Review Officer.

Vertebrate Animals

Generally not applicable. Reviewers should bring any concerns to the attention of the Scientific Review Officer

Biohazards

Generally not applicable. Reviewers should bring any concerns to the attention of the Scientific Review Officer.

Resubmissions

For Resubmissions, the committee will evaluate the application as now presented, taking into consideration the responses to comments from the previous scientific review group and changes made to the project.

Renewals

For Renewals, the committee will consider the progress made in the last funding period.

Revisions

For Revisions, the committee will consider the appropriateness of the proposed expansion of the scope of the conference. If the Revision application relates to a specific line of investigation presented in the original application that was not recommended for approval by the committee, then the committee will consider whether the responses to comments from the previous scientific review group are adequate and whether substantial changes are clearly evident.

Additional Review Considerations

As applicable for the project proposed, reviewers will consider each of the following items, but will not give scores for these items, and should not consider them in providing an overall impact score.

Provision of Family Care Facilities

Are the plans to inform attendees about family care resources adequate?

Applications from Foreign Organizations

Not Applicable

Select Agent Research

Generally not applicable. Reviewers should bring any concerns to the attention of the Scientific Review Officer.

Resource Sharing Plans

Not Applicable

Budget and Period of Support

Reviewers will consider whether the budget and the requested period of support are fully justified and reasonable in relation to the proposed conference.

2. Review and Selection Process

Applications will be evaluated for scientific and technical merit by (an) appropriate Scientific Review Group(s), in accordance with NIH peer review policy and procedures, using the stated review criteria. Assignment to a Scientific Review Group will be shown in the eRA Commons.

As part of the scientific peer review, all applications:

- May undergo a selection process in which only those applications deemed to have the highest scientific and technical merit (generally the top half of applications under review) will be discussed and assigned an overall impact score.
- Will receive a written critique.

Applications will be assigned on the basis of established PHS referral guidelines to the appropriate NIH Institute or Center. Applications will compete for available funds with all other recommended applications. Following initial peer review, recommended applications will receive a second level of review by the

appropriate national Advisory Council or Board. The following will be considered in making funding decisions:

- Scientific and technical merit of the proposed project as determined by scientific peer review.
- Availability of funds.
- Relevance of the proposed project to program priorities.

3. Anticipated Announcement and Award Dates

After the peer review of the application is completed, the PD/PI will be able to access his or her Summary Statement (written critique) via the eRA Commons.

Information regarding the disposition of applications is available in the *NIH Grants Policy Statement*.

Section VI. Award Administration Information

1. Award Notices

If the application is under consideration for funding, NIH will request "just-in-time" information from the applicant as described in the *NIH Grants Policy Statement*.

A formal notification in the form of a Notice of Award (NoA) will be provided to the applicant organization for successful applications. The NoA signed by the grants management officer is the authorizing document and will be sent via email to the grantee's business official.

Awardees must comply with any funding restrictions described in Section IV.5. Funding Restrictions. Selection of an application for award is not an authorization to begin performance. Any costs incurred before receipt of the NoA are at the recipient's risk. These costs may be reimbursed only to the extent considered allowable pre-award costs.

Any application awarded in response to this FOA will be subject to the DUNS, SAM Registration, and Transparency Act requirements as noted on the Award Conditions and Information for NIH Grants website.

2. Administrative and National Policy Requirements

All NIH grant and cooperative agreement awards include the *NIH Grants Policy Statement* as part of the NoA. For these terms of award, see the *NIH Grants Policy Statement* Part II: Terms and Conditions of NIH Grant Awards, Subpart A: General and Part II: Terms and Conditions of NIH Grant Awards, Subpart B: Terms and Conditions for Specific Types of Grants, Grantees, and Activities. More information is provided at Award Conditions and Information for NIH Grants.

All conference material (promotional materials, agenda, publications an internet sites) related to this project must include an acknowledgement of NIH support and a disclaimer stating the following: "Funding for this conference was made possible [in part] by [insert grant number] from [insert IC name]. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

Cooperative Agreement Terms and Conditions of Award

The following special terms of award are in addition to, and not in lieu of, otherwise applicable U.S. Office of Management and Budget (OMB) administrative guidelines, U.S. Department of Health and Human Services (DHHS) grant administration regulations at 45 CFR Parts 74 and 92 (Part 92 is applicable when State and local Governments are eligible to apply), and other HHS, PHS, and NIH grant administration policies.

The administrative and funding instrument used for this program will be the cooperative agreement, an

"assistance" mechanism (rather than an "acquisition" mechanism), in which substantial NIH programmatic involvement with the awardees is anticipated during the performance of the activities. Under the cooperative agreement, the NIH purpose is to support and stimulate the recipients' activities by involvement in and otherwise working jointly with the award recipients in a partnership role; it is not to assume direction, prime responsibility, or a dominant role in the activities. Consistent with this concept, the dominant role and prime responsibility resides with the awardees for the project as a whole, although specific tasks and activities may be shared among the awardees and the NIH as defined below.

The PD(s)/PI(s) will have the primary responsibility for:

The PD(s)/PI(s) will have the primary responsibility for defining objectives and approaches, and planning, conducting, analyzing, and publishing results, interpretations, and conclusions of the conference.

The PD/PI(s) will retain custody of, and have primary rights to, information developed under the cooperative agreement, subject to Government rights of access, consistent with the current DHHS, PHS, and NIH policies. Publication and copyright agreements and the requirements for financial status reports; retention of records; and terminal progress reports will be as stated in the NIH Grants Policy Statement.

Awardees will retain custody of and have primary rights to the data and software developed under these awards, subject to Government rights of access consistent with current DHHS, PHS, and NIH policies.

Awardees are responsible for identifying specific milestones for conferences that will be supported during the project period, when multi-year conferences are supported.

NIH staff have substantial programmatic involvement that is above and beyond the normal stewardship role in awards, as described below:

An NIH Project Scientist will have substantial programmatic involvement that is above and beyond the normal stewardship role in awards, as described below. Substantial involvement as a partner would include, for example, assisting in planning the agenda, selecting speakers, organizing a symposium, determining the content of the meeting, or determining the acceptability of submitted papers. Substantial involvement would not include serving as an invited speaker or providing limited advice

Additionally, an agency program official or IC program director will be responsible for the normal scientific and programmatic stewardship of the award and will be named in the award notice.

In general, the role of IC Program Director should be performed by an IC staff member other than the IC Project Scientist. Otherwise, systems must be in place to address possible conflict of interest when the NIH Program Director is also the Project Scientist for a U13 award.

Areas of Joint Responsibility include:

Each full member will have one vote. Awardee members of the Steering Committee will be required to accept and implement policies approved by the Steering Committee.

Dispute Resolution:

Any disagreements that may arise in scientific or programmatic matters (within the scope of the award) between award recipients and the NIH may be brought to arbitration. An Arbitration Panel composed of three members will be convened. It will have three members: a designee of the Steering Committee chosen without NIH staff voting, one NIH designee, and a third designee with expertise in the relevant area who is chosen by the other two; in the case of individual disagreement, the first member may be chosen by the individual awardee. This special arbitration procedure in no way affects the awardee's right to appeal an adverse action that is otherwise appealable in accordance with PHS regulation 42 CFR Part 50, Subpart D and DHHS regulation 45 CFR Part 16.

3. Reporting

When multiple years are involved, awardees will be required to submit the annual Non-Competing Progress

Report (PHS 2590 or RPPR) and financial statements as required in the *NIH Grants Policy Statement.*

A final progress report, invention statement, and the expenditure data portion of the Federal Financial Report are required for closeout of an award, as described in the *NIH Grants Policy Statement*.

The Federal Funding Accountability and Transparency Act of 2006 (Transparency Act), includes a requirement for awardees of Federal grants to report information about first-tier subawards and executive compensation under Federal assistance awards issued in FY2011 or later. All awardees of applicable NIH grants and cooperative agreements are required to report to the Federal Subaward Reporting System (FSRS) available at www.fsrs.gov on all subawards over $25,000. See the *NIH Grants Policy Statement* for additional information on this reporting requirement.

Section VII. Agency Contacts

We encourage inquiries concerning this funding opportunity and welcome the opportunity to answer questions from potential applicants.

Applicants are encouraged to look at the R13/U13 FAQs for a listing of common questions regarding the preparation and submission of conference grant and cooperative agreement applications.

Issues that are not addressed in the FOA or on the NIH Support for Conferences and Scientific Meetings website, or that remain after consultation with IC staff, may be directed to the R13 mailbox at R131@mail.nih.gov.

Application Submission Contacts

eRA Commons Help Desk (Questions regarding eRA Commons registration, submitting and tracking an application, documenting system problems that threaten submission by the due date, post submission issues)
Telephone: 301-402-7469 or 866-504-9552 (Toll Free)

Web ticketing system: https://public.era.nih.gov/commonshelp
TTY: 301-451-5939
Email: commons@od.nih.gov

Grants.gov Customer Support (Questions regarding Grants.gov registration and submission, downloading forms and application packages)
Contact Center Telephone: 800-518-4726

Web ticketing system: https://grants-portal.psc.gov/ContactUs.aspx
Email: support@grants.gov

GrantsInfo (Questions regarding application instructions and process, finding NIH grant resources)
Telephone: 301-435-0714
TTY: 301-451-5936
Email: GrantsInfo@nih.gov

Scientific/Research Contact(s)

All programmatic and scientific questions should be directed to the R13/U13 Scientific/Research Contact at the appropriate NIH Institute and Center. See the R13/U13 Contacts and Special Interest website.

Peer Review Contact(s)

Examine your eRA Commons account for review assignment and contact information (information appears two weeks after the submission due date).

Financial/Grants Management Contact(s)

All financial and grants management questions should be directed to the appropriate NIH Institute and Center participating in the R13/U13 program. See the R13/U13 Contacts and Special Interest website.

Section VIII. Other Information

Recently issued trans-NIH policy notices may affect your application submission. A full list of policy notices published by NIH is provided in the *NIH Guide for Grants and Contracts*. All awards are subject to the terms and conditions, cost principles, and other considerations described in the *NIH Grants Policy Statement*.

Authority and Regulations

Awards are made under the authorization of Sections 301 and 405 of the Public Health Service Act as amended (42 USC 241 and 284) and under Federal Regulations 42 CFR Part 52 and 45 CFR Parts 74 and 92.

Weekly TOC for this Announcement
NIH Funding Opportunities and Notices

NIH National Institutes of Health
Office of Extramural Research

Department of Health and Human Services (HHS)

USA.gov Government Made Easy

NIH... Turning Discovery Into Health®

Note: For help accessing PDF, RTF, MS Word, Excel, PowerPoint, Audio or Video files, see Help Downloading Files.

AI -48021 **Adult Probation** **13. A.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted By: Diana Solis, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

DWI Grant Program Income (1289):
1. Approval of certification of revenues as certified by the County Auditor for the DWI grant program income in the amount of $13,748.50.
2. Approval of appropriation of the DWI grant program income (GPI) in the total amount of $13,748.50.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:
ACCOUNT FISCAL YEAR: 5
ACCOUNT CALENDAR YEAR: 5
GRANT FISCAL YEAR: 2015

The GPI from September 2014 - December 2014 is equal to $13,748.50.

See attached copy of appropriation of funds & analysis worksheet.

5-1289-423-00-320-032-5-XXX DWI Court (Expenditure Report).

5-1289-342-30-320-032-5-000 DWI COURT REVENUES.

Attachments

email request for revenues
revenues

appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/09/2015 11:53 AM
Rosalinda Cantu	Rosie Cantu	01/13/2015 11:48 AM
Manuel Chapa	Manuel Chapa	01/13/2015 04:13 PM
Purchasing Department	Monica Badillo	01/16/2015 06:30 PM
Form Started By: Diana Solis		Started On: 01/09/2015 10:31 AM
Final Approval Date: 01/16/2015		

FW: DWI REVENUE CERTIFICATION

From: Diana Solis

To: Rosalinda Cantu

Diana Solis

From: Diana Solis
Sent: Friday, January 09, 2015 10:42 AM
To: Deborah Fischer; 'Rossana Schettino'
Cc: 'rosario.castilleja@hidalgocountycscd.org'
Subject: DWI REVENUE CERTIFICATION

AGENDA ITEM #AI-48021 IS ON COMM COURT FOR 1/20/2015. PLEASE CERTIFY THE REVENUES OF $13,

Diana G. Solis
Budget Director
Hidalgo County CSCD
P O Box 970
Edinburg, TX 78540
Phone (956) 587-6008
Shortel ext 4413
Fax (956) 318-2488

FY 2015 PRETRIAL DWI COURT FEES
$30,000 TOTAL PROJECTED

MTH	YR	MONTHLY PROJECTED	ACTUAL COLLECTED	DOLLAR VARIANCE
SEPT	14	$2,500.00	$4,679.00	$2,179.00
OCT	14	$2,500.00	$1,634.00	-$866.00
NOV	14	$2,500.00	$4,451.50	$1,951.50
DEC	14	$2,500.00	$2,984.00	$484.00
JAN	15	$2,500.00	$0.00	$0.00
FEB	15	$2,500.00	$0.00	$0.00
MAR	15	$2,500.00	$0.00	$0.00
APR	15	$2,500.00	$0.00	$0.00
MAY	15	$2,500.00	$0.00	$0.00
JUN	15	$2,500.00	$0.00	$0.00
JUL	15	$2,500.00	$0.00	$0.00
AUG	15	$2,500.00	$0.00	$0.00
TOTAL		$30,000.00	$13,748.50	$3,748.50

DATE: January 20, 2015
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: HIDALGO COUNTY DWI COURT
ACCOUNT NUMBER: 5-1289-423-00-320-032-5-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
5-1289-423-00-320-	032-	5-	113	DWI Court-	Regular Full-Time Employees	10,009.46
5-1289-423-00-320-	032-	5-	117	DWI Court-	Supplemental Pay	0.00
5-1289-423-00-320-	032-	5-	211	DWI Court-	Health Insurance	1,855.26
5-1289-423-00-320-	032-	5-	212	DWI Court-	Life Insurance	0.00
5-1289-423-00-320-	032-	5-	220	DWI Court-	FICA	765.72
5-1289-423-00-320-	032-	5-	230	DWI Court-	Retirement	1,051.00
5-1289-423-00-320-	032-	5-	250	DWI Court-	Unemployment Compensation	67.06
TOTAL APPROPRIATION						**13,748.50**
5-1289-342-30-320-	032-	5-	000	DWI Court - Revenues		13,748.50
TOTAL REVENUES						**13,748.50**

REASON:

To allocate the GPI for the FY2015 DWI Grant Budget #2413905 from 9/1/2014 - 12/31/2014.
Total GPI is equal of $13,748.50

Rodolfo Perez, Deputy Director — Date — Ray Eufracio, CPA — Date
Hidalgo County CSCD

%	$	10,009.45
	$	1,855.26
	$	-
7.65	$	765.72
10.5	$	1,050.99
0.67	$	67.06
	$	13,748.48

AI -47989 **Urban County** **14. A.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program is requesting the award of bids and approval of contracts with G & G Contractors for the demolition and reconstruction of the following:

1. (2) Units in the Countywide area, (1) unit in the City of San Juan and (1) unit in the City of Mercedes. Total contracts amount is $200,200.00 to G & G Contractors

BACKGROUND

The applicants were approved to receive assistance under the Owner-Occupied Housing Rehabilitation Program by the County Commissioners' Court on November 10 & 18, 2014. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, December 17, 2014.

FY'12 Rehab Prog.
Funds Available: $171,069.10

FY'13 Rehab Prog.
Funds Available: $802,102.48

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By Steve Crain
Date: June 19, 2013

Fiscal Impact

Attachments

Housing Bid Tabulation Sheet
G&G Contractors Insurance

Agreement, time table & plans for Jesus & Rita Garcia
Agreement, time table, plans for Olga T. Pesina
Agreement, time table plans for Juanita G. Villarreal
Agreement, time table, plans for Paulina Vasquez

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/07/2015 03:59 PM
Purchasing Department	Monica Badillo	01/16/2015 06:30 PM
Form Started By: Olga Lerma		Started On: 01/07/2015 11:25 AM
Final Approval Date: 01/16/2015		

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

Bid Opening Date: December 17, 2014 Bid Opening Time: 9:30 am

Description of Bid: The Demolition and Reconstruction of one (1) Unit in the City of Mercedes, one (1) unit in the City of Weslaco and two (2) unit in the county wide area

Grant #: M-12-UC-48-0501-ET-03

3 GENERAL CONSTRUCTION INC.

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	PESINA	$61,770.00	BB INCLUDED
2	GARCIA	$57,420.00	BB INCLUDED
3	VILLARREAL	$59,700.00	BB INCLUDED
4	VASQUEZ	$55,000.00	BB INCLUDED

A-ONE INSULATION

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	PESINA	$56,900.00	BB INCLUDED
2	GARCIA	$52,800.00	BB INCLUDED
3	VILLARREAL	$53,500.00	BB INCLUDED
4	VASQUEZ	$53,800.00	BB INCLUDED

QUALITY INVESTMENTS

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	PESINA	$55,949.00	BB INCLUDED
2	GARCIA	$54,949.00	BB INCLUDED
3	VILLARREAL	$57,949.00	BB INCLUDED
4	VASQUEZ	$52,949.00	BB INCLUDED

G & G CONTRACTORS

	UNITS	TOTAL BID AMOUNT	BID BOND/CASHIER'S CHECK INCLUDED
1	PESINA	$50,800.00	BB INCLUDED
2	GARCIA	$48,300.00	BB INCLUDED
3	VILLARREAL	$51,300.00	BB INCLUDED
4	VASQUEZ	$49,800.00	BB INCLUDED

***TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED**

ORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/15/2014

PRODUCER

EDDIE VILLARREAL INSURANCE AGENCY
506 W University Dr
Edinburg, TX 78539
(956)381-0951

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.

INSURED

RENE GARZA JR
DBA G & G CONTRACTORS
5125 S HWY 281, STE 3
EDINBURG, TEXAS 78539
956-929-1567

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: ESSEX INSURANCE COMPANY	
INSURER B: TEXAS COUNTY MUTUAL INS	
INSURER C: TEXAS MUTUAL INS CO	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	3DL0679	03/14/14	03/14/15	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 100,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	604891354	03/14/14	03/14/15	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
						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	$
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SBP-0001221990	03/15/14	03/15/15	WC STATU-TORY LIMITS [X] 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
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CONSTRUCTION CONTRACTOR

CERTIFICATE HOLDER

HIDALGO COUNTY URBAN COUNTY PROGRAM
427 E DURANTE AVE, STE 107
ALAMO, TEXAS 78516

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **January 20, 2015**, among Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted the Mechanic's Lien Contract and the Deed of Trust.

BORROWER: **Jesus & Rita T. Garcia**

BORROWER'S ADDRESS:

1029 N. Washington Ave.
Mercedes, Texas 78570

LENDER: County of Hidalgo, a political subdivision of the State of Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
427 E. Duranta Ave., Suite 107
Alamo, Texas 78516

CONTRACTOR: **Rene Garza G & G Contractors**

CONTRACTOR'S ADDRESS:

5125 S. Hwy 281, Ste. 3
Edinburg, Texas 78539

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **$48,300.00**, executed by Borrower, and payable to the order of Contractor, which note has been renewed and extended into a Promissory Note of even date herewith, in the original principal amount of **$48,300.00**, executed by Borrower, and payable to Lender.

CONTRACT:

Mechanic's Lien Contract and Transfer of Lien of even date herewith, executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and (i) granting Contractor liens against the Property to secure payment of the Mechanic's Lien Note; and (ii) transferring such liens to Lender.

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien on the Property granted by Borrower to Contractor in the Mechanic's Lien Contract and Transfer of Lien (the "Mechanic's Lien Contract"), which liens were transferred thereunder to Lender, which Mechanic's Lien Contract and Transfer of Lien is recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien on the Property granted by Borrower for the benefit of Lender in a Deed of Trust ("Deed of Trust") of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto and made a part hereof for all purposes

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract (the "Rehabilitation Contract") of even date herewith entered into by and between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor.

AMOUNT AVAILABLE FOR CONSTRUCTION: **$48,300.00**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), at Contractor's sole cost and expense, to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower has executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, the Owner-Occupied Rehabilitation Loan Program Contract of even date herewith by and between Borrower and Lender, and Affidavit of Commencement and other documents securing the loan evidenced by the Note; and Contractor has executed and delivered to Lender this Agreement, the Contract, an Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial releases and lien waivers from Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements, in a form acceptable to Lender, for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) an affidavit of completion executed by Borrower and Contractor (the "Affidavit of Completion"), a final bills- paid affidavit executed by Contractor (the "Final Bills-Paid Affidavit"), and final waivers of lien and releases executed by Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements (collectively, the "Releases"), which documents comply with Subchapter K, Chapter 53, Texas Property Code and are acceptable to Lender, together with supporting evidence that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will not be disbursed until: (i) (a) the Releases have been filed in the Real Property Records of Hidalgo County, Texas, (b) the deadline to file an affidavit claiming a lien against the Property in connection with the Improvements (that is, the fifteenth (15^{th}) day of the third calendar month after the day the indebtedness accrues) has expired and no such affidavits have been filed, or (c) if any affidavits claiming a lien against the Property in connection with the Improvements have been filed, the claims set forth in such affidavits have been resolved and the affidavits have been released of record; (iii) the Affidavit of Completion and the Final Bills-Paid Affidavit have been filed in the Real Property Records of Hidalgo County, Texas; and (iv) Borrower and Contractor have complied with Paragraph 4 of this Agreement.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building

codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof. Pursuit by

Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and its exhibits and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

14. Interpretation. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision in inconsistent with any prior draft hereof or thereof. In the event of a conflict between this Agreement, the Mechanic's Lien Contract and/or the Rehabilitation Contract, the provisions in the document containing the most stringent requirement for the matter in dispute shall control

15. Jurisdiction and Venue. The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial

Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County,

Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

16. General Provisions. This Agreement:

a. may not be assigned by Owner or Contractor without the prior written consent of County;

b. may not be amended or modified, in whole or in part, unless such amendment or modification is executed in writing by both parties;

c. binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns; and

d. is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns. Nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective heirs, successors and permitted assigns.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas

Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

BORROWER(s):

_____

Jesus Garcia

_____

Rita T. Garcia

YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

LENDER:

COUNTY OF HIDALGO, a political subdivision of the State of Texas

_____

By: **Diana R. Serna**
Its: **Director of Urban County Program**

CONTRACTOR:

_____

By: **Rene Garza**
Its: **G & G Contractors**

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: June 19, 2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____, by **Diana R. Serna, Director of Urban County Program of the County of Hidalgo**, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **20th** day of **January, 2015**, by **Jesus Garcia.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **20th** day of **January, 2015**, by **Rita T. Garcia.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **20th** day of **January 2015**, by **Rene Garza, DBA G & G Contractors,** a **Contractor of the State of Texas**, on behalf of said **Hidalgo County**.

_____
NOTARY PUBLIC, STATE OF TEXAS

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO RENE GARZA, DBA G & G CONTRACTORS, AT 5125 S. HWY 281, STE. 3, EDINBURG, TEXAS 78539 NOT LATER THAN MIDNIGHT OF JANUARY 23, 2015.

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER(s):

_____

Jesus Garcia

_____

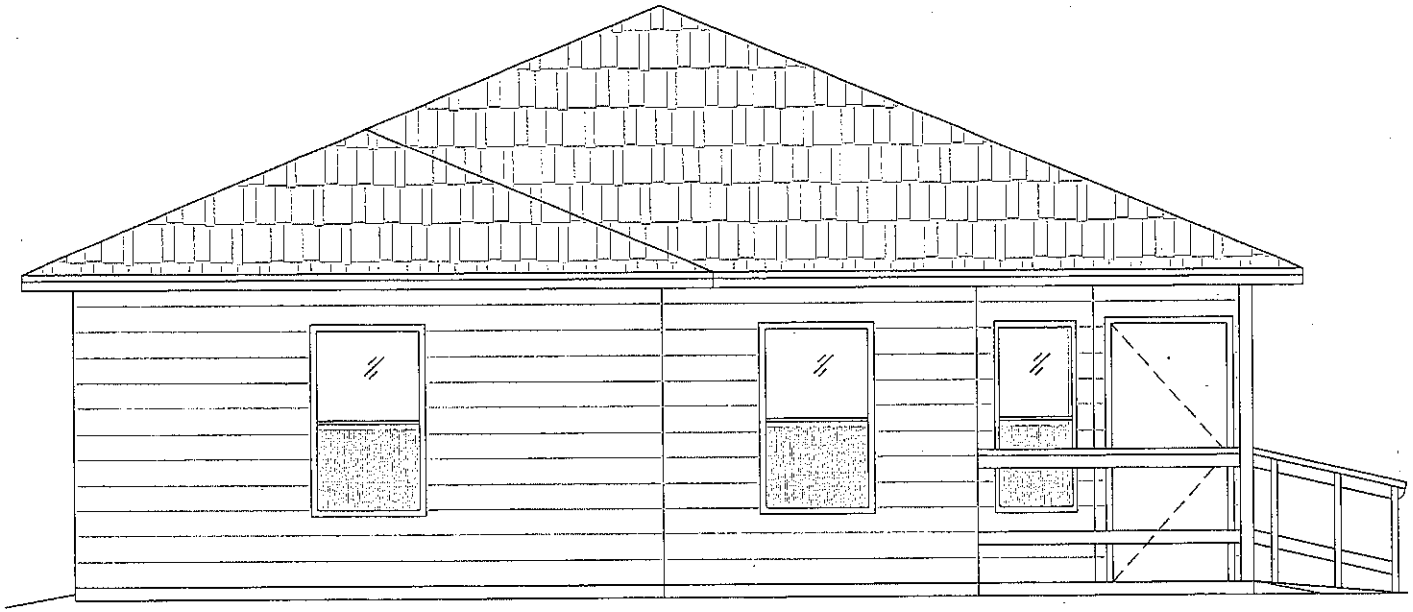
Rita T. Garcia

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

All of Lot 3, Block 5, Garden Park Subdivision, an addition to the City of Mercedes, Hidalgo County Texas, as per map or plat thereof recorded in Volume 8, Page 12, Map Records Hidalgo County, Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

GARCIA RESIDENCE



JESUS & RITA GARCIA
1029 N. WASHINGTON–MERCEDES
956–373–5206

URBAN COUNTY PROGRAM
427 E. DURANTA STE 107– ALAMO
(956) 787–8127

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

JESUS AND RITA GARCIA
1029 N. WASHINGTON AVE – MERCEDES

TOTAL AREA
990 SQ. FT.

GARDEN PARK LOT 3 BLK 5

NOTE:

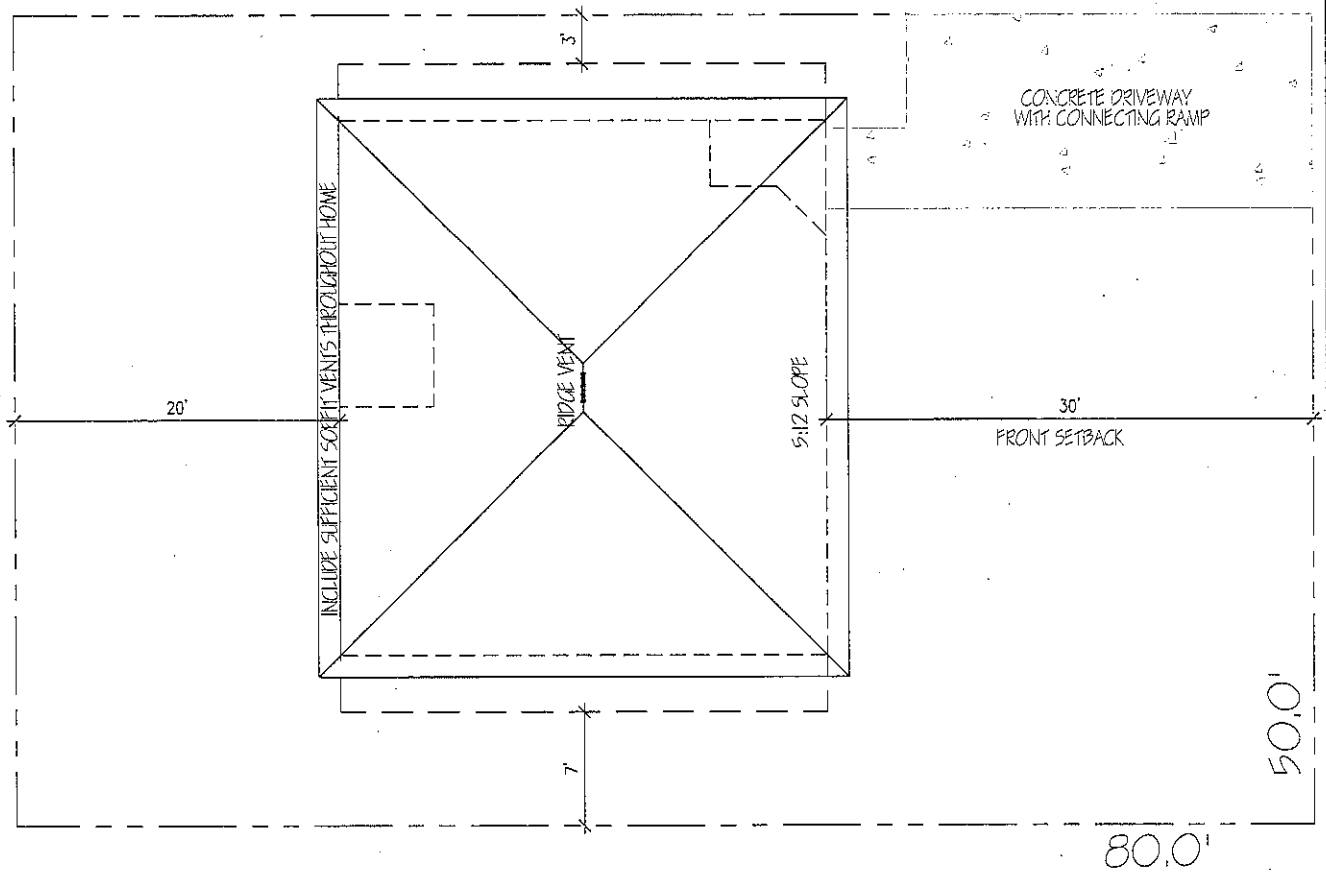
Please verify with city/ county on setbacks and for any requirements requarding sidewalk, driveway, landscaping, and any other obligations as per city requlations/ ordinances.

It is the responsibility of the Contractor to locate the rods and string the property. To avoid any problems it is now requred and the responsibility of the Contractor to order a property survey by professional engineer..

Also, any house that is made for handicap accessibility WILL ALWAYS require driveway with connecting sidewalk to ramp.

Remember to provide 6" of landscape dirt around house with sufficient grass seed up to 10' of perimeter.

In addition, please replace septic tank since it is more than 10yrs old.



1 ROOF/ PLOT PLAN

XREF SCALE: N.T.S.

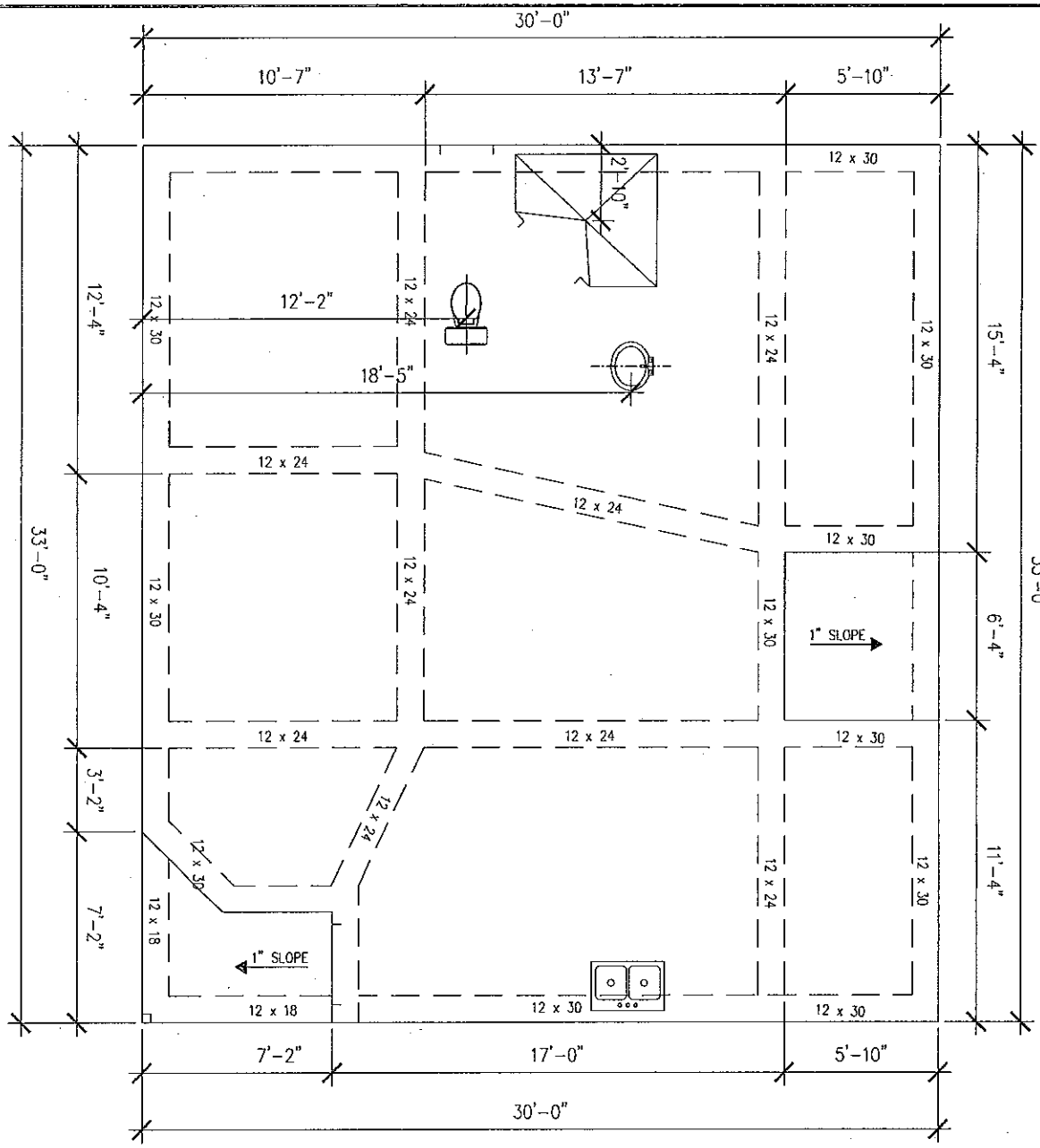
URBAN COUNTY PROGRAM

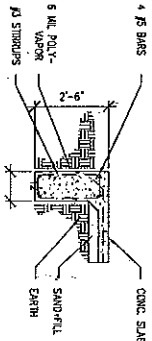
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

JESUS AND RITA GARCIA

1029 N. WASHINGTON ST - MERCEDES, TX

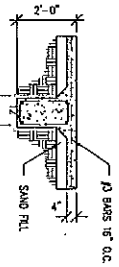
LIVING AREA 940 SQ. FT.





A-EXTERIOR BEAM

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.



B-INTERIOR BEAM

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

GENERAL NOTES

-4" THICK SLAB ON GRADE W/ #3 BARS @ 16" O.C. EACH WAY AT MID-DEPTH OF SLAB OVER 6 MIL VISQUEEN OVER APPROVED COMPACTED FILL

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-CORNER BARS: AT ALL CORNERS & INTERSECTIONS 2'X2' - #5 APPLY 6X6 #6 WIRE MESH AT SIDEWALKS AND DRIVEWAYS.

-INSTALL ACHOR BOLTS AT PERIMETER AT 4' O.C.

-USE ONLY COMPACTED SELECTED FILL DIRT. FINISH FLOOR TO BE 18" FROM TOP OF CURB. UNLESS OTHERWISE NOTED.

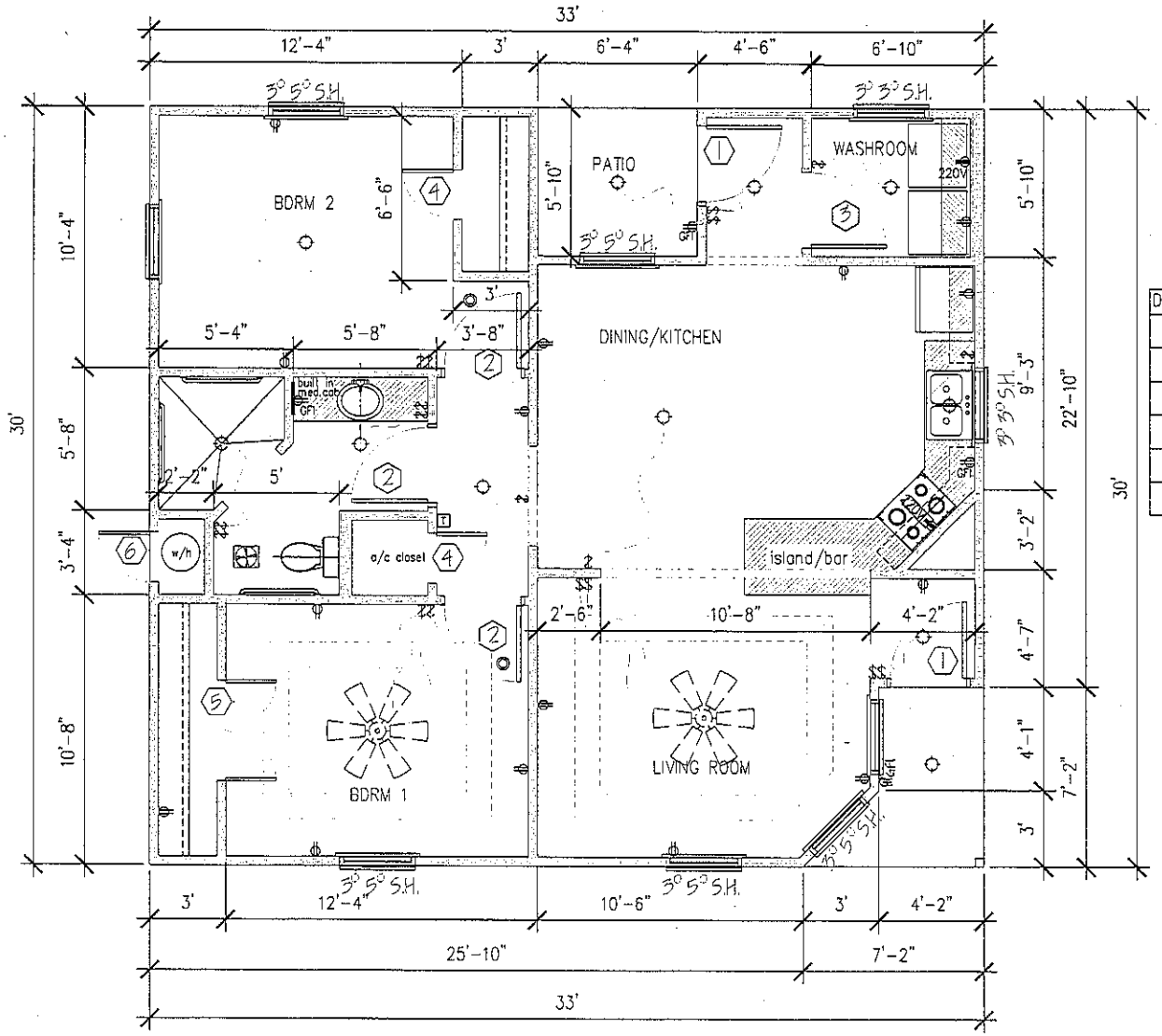
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

JESUS AND RITA GARCIA

1029 N. WASHINGTON - MERCEDES TX

TOTAL AREA 990 SQ. FT.



SQUARE FOOTAGE

LIVING AREA	919
PORCH/ PATIO	71
TOTAL SQ. FT.	990

ELECTRICAL LEGEND

WH	WATER HEATER		LIGHT FIXTURE
	DUPLEX ELECTRICAL RECEPT.	$	LIGHT SWITCH
220V	220v DUPLEX ELECTRICAL RECEPTACLE	T	THERMOSTAT
GFI	GROUND FAULT CIRCUIT INTERRUPTER		SMOKE DETECTOR
	BATHROOM EXHAUST FAN		

DOOR SCEDULE

DR#	TASK	SZ X 6⁸	TYPE	LOCKS
1	INSTALL NEW UNIT W/ DUAL PEEP HOLES	3⁰	METAL W/ LOW PROFILE THRSHLD.	LEVER TYPE ENTRY LOCK W/ DEADBOLT.
2	INSTALL NEW UNIT	3⁰	HOLLOW CORE	LEVER TYPE PRIVACY
3	INSTALL NEW UNIT	3⁰	HOLLOW CORE	PASSAGE
4	INSTALL NEW UNIT	2⁰	HOLLOW CORE	PASSAGE
5	INSTALL NEW UNIT	(2) 2⁰	HOLLOW CORE	PASSAGE
6	INSTALL NEW UNIT	2⁰	HOLLOW METAL	LOCK W/ DEADBOLT

GENERAL NOTES

-5/12 SLOPE WITH 16" OVERHANG

-SUPPLY RIDGE/SOFFIT VENTS WHERE NEEDED

-INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 1" FROM PORCH FLOOR.

-INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 6" FROM PORCH FLOOR.

-CLIENT IS REQUESTING CONNECTIOS FOR A (GAS) / ELECTRIC STOVE. Natural Gas/Gas water heater

-INSTALL A MIN. OF TWO PHONE JACKS & CABLE CONNECTIONS AS PER OWNERS REQUEST.

EXTERIOR COLOR CHOICES TO BE OR MATCH:

wall _____ trim _____

INTERIOR COLOR CHOICES TO BE OR MATCH:

wall _____ trim _____

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 24th DAY OF NOV 2014

X Jesus Garcia

X Rita T Garcia

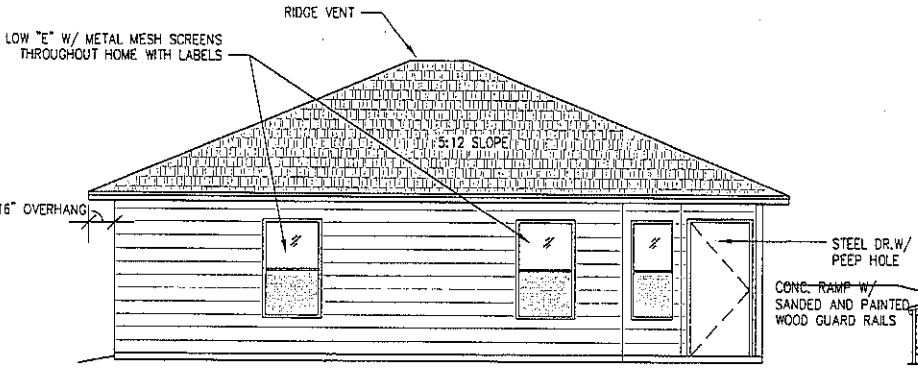
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

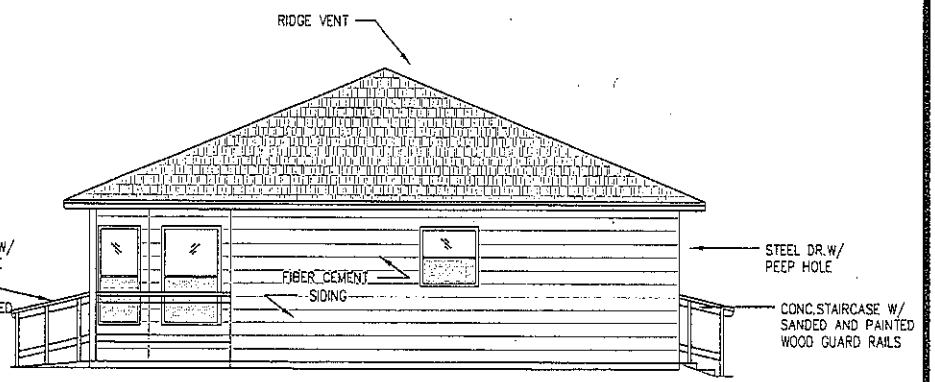
JESUS AND RITA GARCIA

1029 N. WASHINGTON - MERCEDES TX

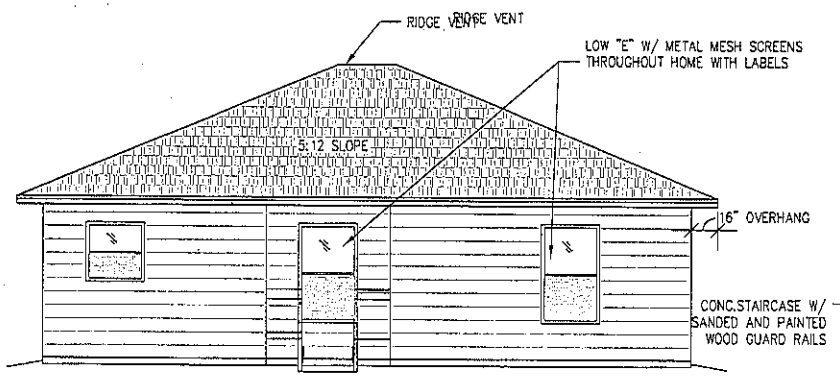
TOTAL AREA 990 SQ. FT.



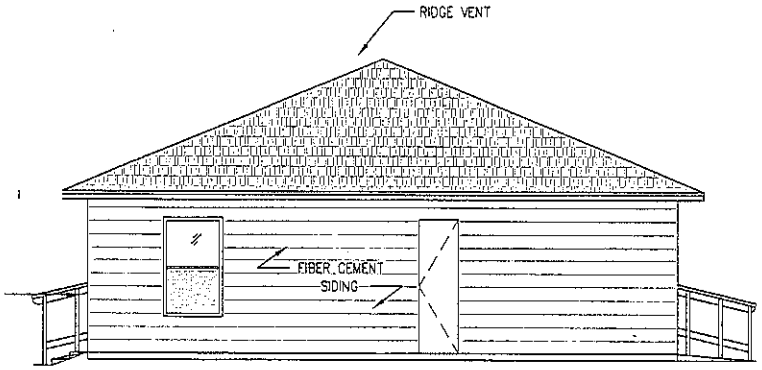
FRONT ELEVATION



RIGHT ELEVATION



BACK ELEVATION



LEFT ELEVATION

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

JESUS AND RITA GARCIA

1029 N. WASHINGTON - MERCEDES TX

TOTAL AREA 990 SQ. FT.

SPECIFICATIONS

OWNER (S) JESUS & RITA GARCIA CASE NO.: ME-50-14-03 DATE: 11/24/14 ADDRESS: 1029 N. WASHINGTON-MERCEDES,TX PHONE 956 .73-5206 BY: Mo Guerra

1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. CW PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. PROVIDE CONCRETE SLAB FOR A/C UNIT & A MIN. OF 12' X 25' CONC. DRIVEWAY THAT MUST HAVE ACCESS TO STREET.

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

- WATER SUPPLY TO HOUSE SHALL HAVE A ¾" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW FLEX PIPE OF APPROPRIATE DIAMETER
- NEW PVC PIPES AND FITTINGS:
  - OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
  - OF APROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

- RELATED PLUMBING ITEMS:
  - (2) EXT. HOSE BRASS BIB FAUCETS WITH INSULATION COVERS
  - ½" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.

FIXTURES:

- PROPER WATER/MOLD RESISTANT PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING
- NEW KITCHEN SINK W/ RELATED PLUMBING & FAUCETS
- NEW VANITY SINK WITH RELATED PLUMBING & FAUCETS
- NEW 17" TOILET OF MATCHING COLOR
- BUILT IN TILE HANDICAP ACCESSIBLE SHOWER WITH FAUCETS, REMOVABLE SHOWER HEAD & STAINLESS STEEL GRAB BARS, INSTALLED OVER DAMP RESISTANT SHEETROCK, ENTRANCE MUST HAVE A WIDE OPENING OF 36" MIN.
- FIBER GLASS TUB/SHOWER FOR 2ND BATHROOMS UNLESS OTHERWISE NOTED INSTALLED OVER DAMP RESISTANT SHEETROCK
- INCLUDE BUILT IN MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH & SOAP HOLDER, & SHOWER ROD
- WATER HEATER INSTALLED AS-PER MANUFACTURERS SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUEST.
- 4" DRYER EXAUST VENT WITH INFILTRATION FOAM AROUND ALL GAPS AND OPENINGS
- IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.

HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION. REPLACE ALL SEPTIC TANKS THAT ARE OLDER THAN 10 YRS OLD BY A LICENSED PROFESSIONAL SEPTIC TANK INSTALLER. (PROVIDE COPIES OF INVOICE AND HEALTH DEPT. APPROVAL)

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:

- 2"x4" (#2 OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - 92 5/8" PRE-CUT STUDS @ 16" O.C.
  - WINDOW SILLS
  - CEILING JOIST CHAIN BLOCKING @ 48" O.C.
- 2"x6" (#2 OR BETTER) FOR USE IN:
  - WINDOW & DOOR HEADERS WITH 1"/2" SPACER.
  - CEILING JOIST @ 16" O.C
  - **INSTALL BOOT TIES IN EVERY CORNER** OF THE HOUSE ALONG WITH HURRICANE TIES ON BOTH BOTTOM AND TOP PLATES OF EVERY OTHER JOISTS

ALL EXTERIOR CEILING COVERINGS:

- 3/8" CD EXTERIOR PLYWOOD FOR PORCH CEILINGS.

ALL INTERIOR WALL & CEILING COVERINGS.

- ½" SHEETROCK FINISHED AS PER SPECS.
- ½ "DAMP RESISTANT SHEETROCK FOR BATH AREAS (SHOWER AND SINK WALLS).

ALL INTERIOR CEILINGS SHALL HAVE ORANGE PEEL TEXTURE. ALL INTERIOR WALL SURFACESS SHALL HAVE ORANGE PEEL TEXTURE.

ALL EXTERTIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF/PORCH/CANOPY:(SLOPE=5/12)

ROOF SHALL HAVE:

- A HIP/GABLE STYLE ROOF WITH 16" OVERHANGS.
- A HIP/GABLE STYLE FRONT PORCH AS PER PLANS.
- PORCH COLUMNS MUST BE TREATED LUMBER & FASTENED TO CONCRETE WITH REQUIRED ANCHORS & BOLTS.
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS AROUND ALL EXITS AND ENTRANCES.
- MIN. 30YR COMPOSITION SHINGLES TO BE OF LIGHT COLOR (**no black** shingles)

5. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN **R-49 FACTOR**, (need a combined R-30 & R-19 to meet requirement. Rulers to be installed every 300 sq ft & visible during 50% inspection)
- **INFILTRATION FOAM** SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS.
- ALL PERIMETER WALLS WITH **R-15 F.G. BATT.**
- ALL EXTERIOR PIPES EXPOSED TO WEATHER.

6. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.

ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS MIN. OR UNTIL COLOR IS EVEN THROUGHOUT THE HOME.) PAINT COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MAX).

7. EXTERIOR FINISH:

PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. PRIMER TO BE OIL BASED & PAINT MUST BE EQUIVALENT TO A-100. (2 COLOR CHOICE MAX).

8. SIDING:

*THE SIDING SHALL BE 5/16" FIBER CEMENT WITH **ALL CEDAR TRIM TO ENTIRE HOUSE.*** TO BE INSTALLED AS PER MANUFACTURERS SPECIFICATIONS

9. WINDOWS:

SHALL BE NEW LOW "E" DOUBLE PANE INSULATED ALUMINUM WINDOWS, SIZE AS PER PLAN. LABELS MUST REMAIN ON WINDOWS UNTIL FINAL INSPECTION IS APPROVED.

10. CABINETS GENERAL:

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:

- A RANGE CABINET.
- A KTCHEN/ BATHROOM **FORMICA COUNTER** TOP OF MATCHING COLOR.

BUILD AND / OR INSTALL A NEW VANITY CABINET FOR BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK, AND WALLS. ALL CABINETRY PIECES MUST BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

11. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY MATCHING VCT FLOOR TILE THROUGHOUT ENTIRE HOUSE FLOORS.

12. ELECTRICAL GENERAL

ALL ELECTRICAL INSTALLATIONS & WORK AS PER ELECTRICAL CODE WITH THE FOLLOWING CONDITIONS:

- PROVIDE RANGE OUTLET AS PER OWNER'S REQUEST.
- PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
- (2) 52" CEILING FANS (CEILING HUGGER STYLE) **COMPARABLE IN QUALITY** TO THE "HUNTER" BRAND, THE CONTACTOR SHALL ALLOW $120.00 FOR MATERIAL. LOCATON AS PER OWNER'S REQUEST.
- INSTALL GFCI OUTLETS IN BATHROOMS, KITCHEN, AND EXTERIOR WALLS.
- EACH ELECTRICAL PANEL OR BREAKERBOX, LIGHT SWITCH, & THERMOSTAT NO HIGHER THAN 48" ABOVE FLOOR
- EACH ELECTRICAL PLUG TO BE 15" ABOVE THE FLOOR
- ANY OUTLETS WITHIN 6' FROM KITCHEN OR BATHROOM SINKS MUST BE GFCI

13. RANGE HOOD:

INSTALL A RANGE TO FIT OWNER'S RANGE SIZE (30" OR 36").

14. BATHROOM ACCESSORIES:

ALL ACCESSORIES & BUILT IN MEDICINE CABINETS. INCLUDE CURTAIN ROD & PLASTIC THRESHOLD TO HELP PREVENT ESCAPING WATER FROM SHOWER. INSTALL SINK AND CABINET ABOVE TOILET WHEN INDICATED. (ALSO INCLUDE TOILET PAPER, TOOTHBRUSH, AND SOAP HOLDERS.)

15. ACCESS FOR HOMES WITH PHYSICAL DISABILITIES:

INSTALL ONE CONC. RAMP AS PER OWNERS REQUEST THAT CONNECTS WITH 12' X 20'-25' DRIVEWAY & STEPS WITH SANDED & PAINTED HANDRAILS.

BATHROOM MUST ACCOMMODATE STAINLESS STEEL GRAB BARS WHERE INDICATED IN PLANS

16. HEATING & A/C:

*PROVIDE & INSTALL AN APPROPRIATE SEER CENTRAL AIR CONDITIONING **COMPARABLE IN QUALITY** TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INCLUDE DIGITAL THERMOSTAT.*

17. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS; ALL WIRED IN SERIES.

18. GENERAL NOTES.

CONTRACTOR IS RESPONSIBLE FOR:

- YOUR BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS & SURVEYS.
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE.
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE 6" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND /OR GAS CONNECTIONS FOR RANGE AS PER APPICANT'S REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EVERY BDRM & LIVING SPACE. KITCHEN PHONE IF REQUESTED.
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE HOUSE.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMTIS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS. (WINDSTORM, SURVEYS)
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE
- CONTRACTOR IS RESPONSIBLE FOR SUPPLYING PORT A POTTY TRHOUGHOUT CONSTRUCTION PROCESS & REMOVING DEBRIS AND GARBAGE WEEKLY.
- ALL UCP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §2306.514, TEXAS & INTERNATIONAL BUILDING CODES 2012

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMITED TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

Jesus Garcia

NAME OF APPLICANT

X Rita T Garcia

TIME TABLE

ACTIVITY	DATE(S)
Contract Signing	January 20, 2015
Demolition	January 29, 2015
Construction Start	January 30, 2015
Anticipated Draws	After 50% construction completion After 100% construction completion 30 days after construction completion
End Construction	April 29, 2015

BUDGET

	Total Cost
Pre-Development	$ 0.00
Acquisition	$ 0.00
Demolition/Construction	$48,300.00
Other Costs:	$ 0.00
TOTAL PROJECT COSTS	$48,300.00

EXHIBIT "C"
SPECIAL CONDITIONS

None.

ORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/15/2014

PRODUCER

EDDIE VILLARREAL INSURANCE AGENCY
506 W University Dr
Edinburg, TX 78539
(956)381-0951

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.

INSURED

RENE GARZA JR
DBA G & G CONTRACTORS
5125 S HWY 281, STE 3
EDINBURG, TEXAS 78539
956-929-1567

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: ESSEX INSURANCE COMPANY	
INSURER B: TEXAS COUNTY MUTUAL INS	
INSURER C: TEXAS MUTUAL INS CO	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	3DL0679	03/14/14	03/14/15	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 100,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	604891354	03/14/14	03/14/15	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
						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	$
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SBP-0001221990	03/15/14	03/15/15	WC STATU-TORY LIMITS [X] 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
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CONSTRUCTION CONTRACTOR

CERTIFICATE HOLDER

HIDALGO COUNTY URBAN COUNTY PROGRAM
427 E DURANTE AVE, STE 107
ALAMO, TEXAS 78516

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **January 20, 2015**, among Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted the Mechanic's Lien Contract and the Deed of Trust.

BORROWER: **Juanita G. Villarreal**

BORROWER'S ADDRESS:

P.O. Box 1802
2517 Lynn Rd
Mission, Texas 78574

LENDER: County of Hidalgo, a political subdivision of the State of Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
427 E. Duranta Ave., Suite 107
Alamo, Texas 78516

CONTRACTOR: **Rene Garza G & G Contractors**

CONTRACTOR'S ADDRESS:

5125 S. Hwy 281, Ste. 3
Edinburg, Texas 78539

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **$51,300.00**, executed by Borrower, and payable to the order of Contractor, which note has been renewed and extended into a Promissory Note of even date herewith, in the original principal amount of **$51,300.00**, executed by Borrower, and payable to Lender.

CONTRACT:

Mechanic's Lien Contract and Transfer of Lien of even date herewith, executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and (i) granting Contractor liens against the Property to secure payment of the Mechanic's Lien Note; and (ii) transferring such liens to Lender.

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien on the Property granted by Borrower to Contractor in the Mechanic's Lien Contract and Transfer of Lien (the "Mechanic's Lien Contract"), which liens were transferred thereunder to Lender, which Mechanic's Lien Contract and Transfer of Lien is recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien on the Property granted by Borrower for the benefit of Lender in a Deed of Trust ("Deed of Trust") of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto and made a part hereof for all purposes

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract (the "Rehabilitation Contract") of even date herewith entered into by and between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor.

AMOUNT AVAILABLE FOR CONSTRUCTION: **$51,300.00**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), at Contractor's sole cost and expense, to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower has executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, the Owner-Occupied Rehabilitation Loan Program Contract of even date herewith by and between Borrower and Lender, and Affidavit of Commencement and other documents securing the loan evidenced by the Note; and Contractor has executed and delivered to Lender this Agreement, the Contract, an Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial releases and lien waivers from Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements, in a form acceptable to Lender, for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) an affidavit of completion executed by Borrower and Contractor (the "Affidavit of Completion"), a final bills- paid affidavit executed by Contractor (the "Final Bills-Paid Affidavit"), and final waivers of lien and releases executed by Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements (collectively, the "Releases"), which documents comply with Subchapter K, Chapter 53, Texas Property Code and are acceptable to Lender, together with supporting evidence that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will not be disbursed until: (i) (a) the Releases have been filed in the Real Property Records of Hidalgo County, Texas, (b) the deadline to file an affidavit claiming a lien against the Property in connection with the Improvements (that is, the fifteenth (15th) day of the third calendar month after the day the indebtedness accrues) has expired and no such affidavits have been filed, or (c) if any affidavits claiming a lien against the Property in connection with the Improvements have been filed, the claims set forth in such affidavits have been resolved and the affidavits have been released of record; (iii) the Affidavit of Completion and the Final Bills-Paid Affidavit have been filed in the Real Property Records of Hidalgo County, Texas; and (iv) Borrower and Contractor have complied with Paragraph 4 of this Agreement.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building

codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof. Pursuit by

Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and its exhibits and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

14. Interpretation. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision in inconsistent with any prior draft hereof or thereof. In the event of a conflict between this Agreement, the Mechanic's Lien Contract and/or the Rehabilitation Contract, the provisions in the document containing the most stringent requirement for the matter in dispute shall control

15. Jurisdiction and Venue. The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County,

Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

16. General Provisions. This Agreement:

a. may not be assigned by Owner or Contractor without the prior written consent of County;

b. may not be amended or modified, in whole or in part, unless such amendment or modification is executed in writing by both parties;

c. binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns; and

d. is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns. Nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective heirs, successors and permitted assigns.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal

warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

BORROWER(s):

_____

Juanita G. Villarreal

YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

LENDER:

COUNTY OF HIDALGO, a political subdivision of the State of Texas

_____

By: **Diana R. Serna**
Its: **Director of Urban County Program**

CONTRACTOR:

_____

By: **Rene Garza**
Its: **G & G Contractors**

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: June 19, 2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____, by **Diana R. Serna, Director of Urban County Program of the County of Hidalgo**, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **20th** day of **January, 2015**, by **Juanita G. Villarreal.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **20th** day of **January 2015**, by **Rene Garza, DBA G & G Contractors, a Contractor of the State of Texas**, on behalf of said **Hidalgo County.**

_____
NOTARY PUBLIC, STATE OF TEXAS

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO RENE GARZA, DBA G & G CONTRACTORS, AT 5125 S. HWY 281, STE. 3, EDINBURG, TEXAS 78539 NOT LATER THAN MIDNIGHT OF JANUARY 23, 2015.

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER(s):

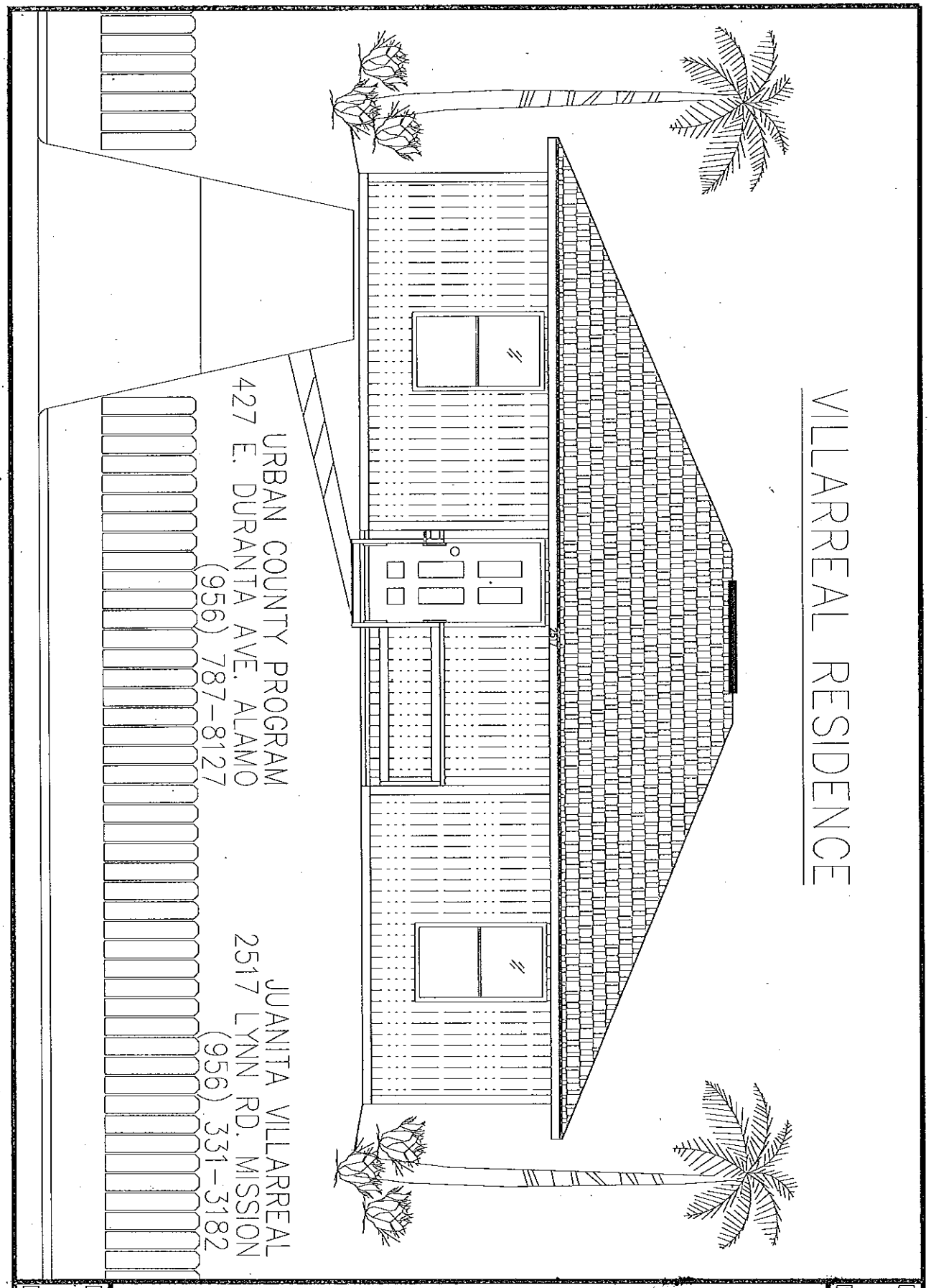
_____

Juanita G. Villarreal

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

Lot 36, Basham Subdivision Unit No. 9, Hidalgo County Texas, as per map or plat thereof recorded in Volume 22, Page 148, Map Records Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

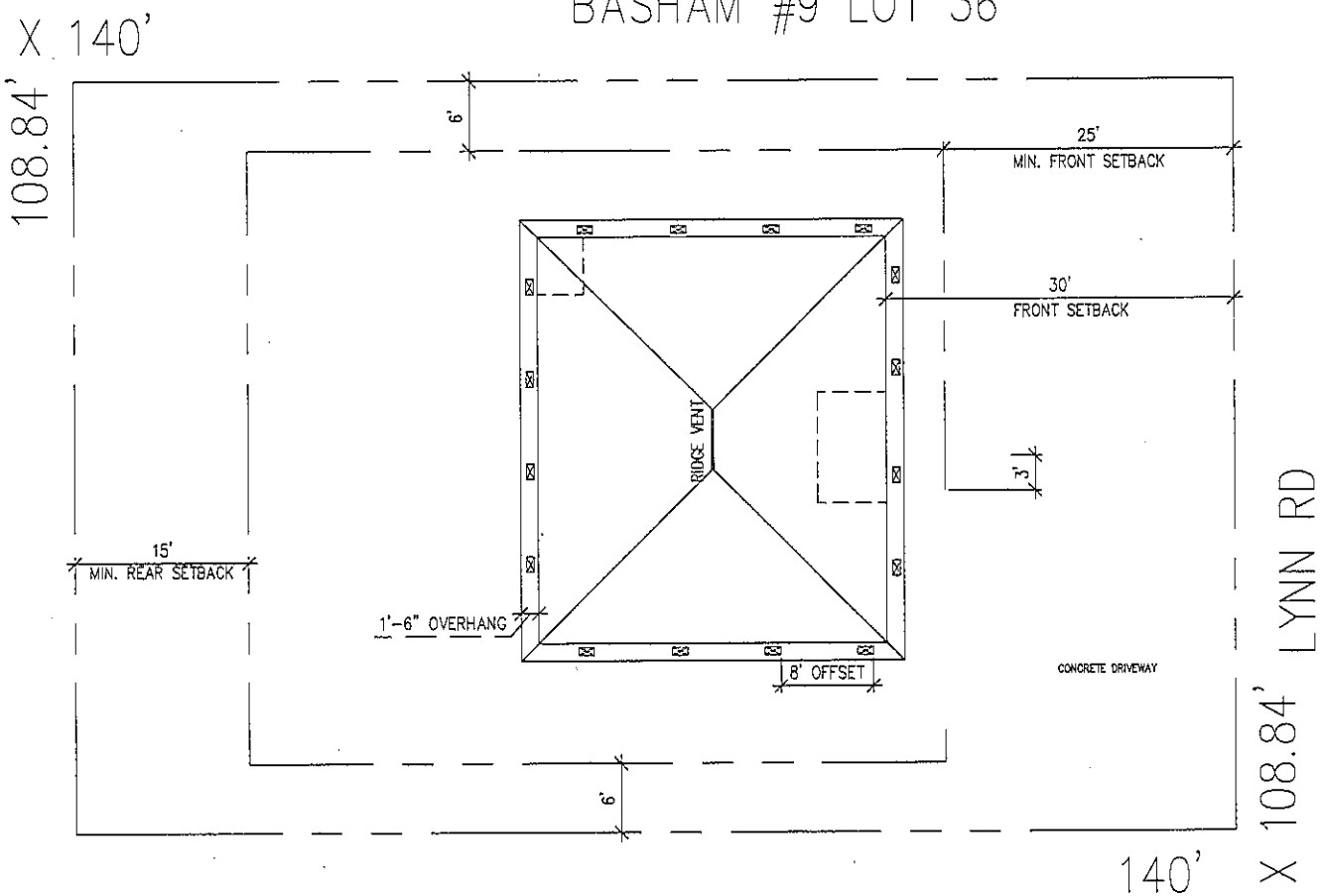


URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

1 OF 7	JUANITA, VILLARREAL 2517 LYNN RD. MISSION, TX	TOTAL AREA 1029 SQ. FT.

BASHAM #9 LOT 36



NOTE:

Please verify with city/county on setbacks and for any requirements reguarding sidewalk, landscaping and any other obligations as per city regulations/ordinances. HOWEVER, any house that is made for handicap accessibility WILL ALWAYS, require driveway with connecting sidewalk to ramp.

Remember to provide 6" of landscape dirt around house with sufficient grass seed up to 10' of perimeter.
Install both a ramp, steps and railings as per owners request of location.
In addition, remember to replace septic tank if needed and is more than 10 yrs old.
House to be built on original location.

Driveway to be 12'X 25'minimum, remain distance is to street if any is to be of asphalt, caliche or concrete.

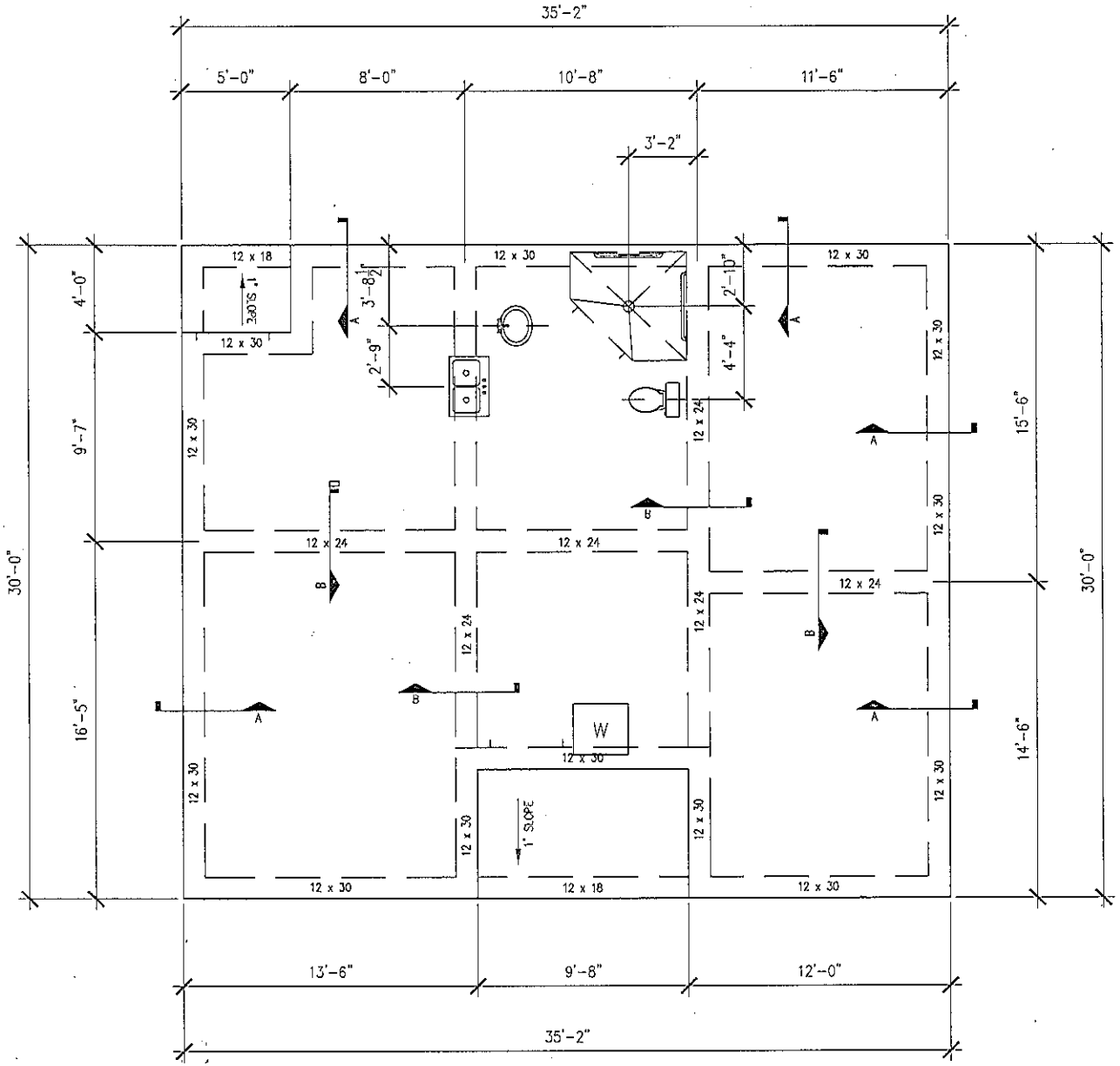
1 ROOF/ PLOT PLAN

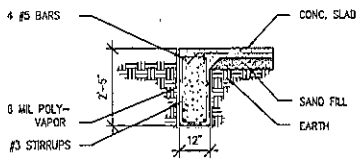
XREF N.T.S.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

LIVING AREA
1029 SQ. FT.

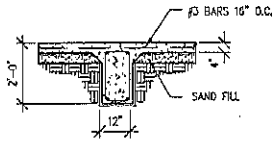
JUANITA VILLARREAL
2517 LYNN RD. MISSION, TX





A-EXTERIOR BEAM

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM IWTH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.



B-INTERIOR BEAM

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

GENERAL NOTES

-4" THICK SLAB ON GRADE W/ #3 BARS @ 16" O.C. EACH WAY AT MID-DEPTH OF SLAB OVER 6 MIL VISQUEEN OVER APPROVED COMPACTED FILL

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM IWTH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-CORNER BARS: AT ALL CORNERS $ INTERSECTIONS 2'X2' - #5 APPLY 6X6 #6 WIRE MESH AT SIDEWALKS AND DRIVEWAYS.

-INSTALL ACHOR BOLTS AT PERIMETER AT 4' O.C.

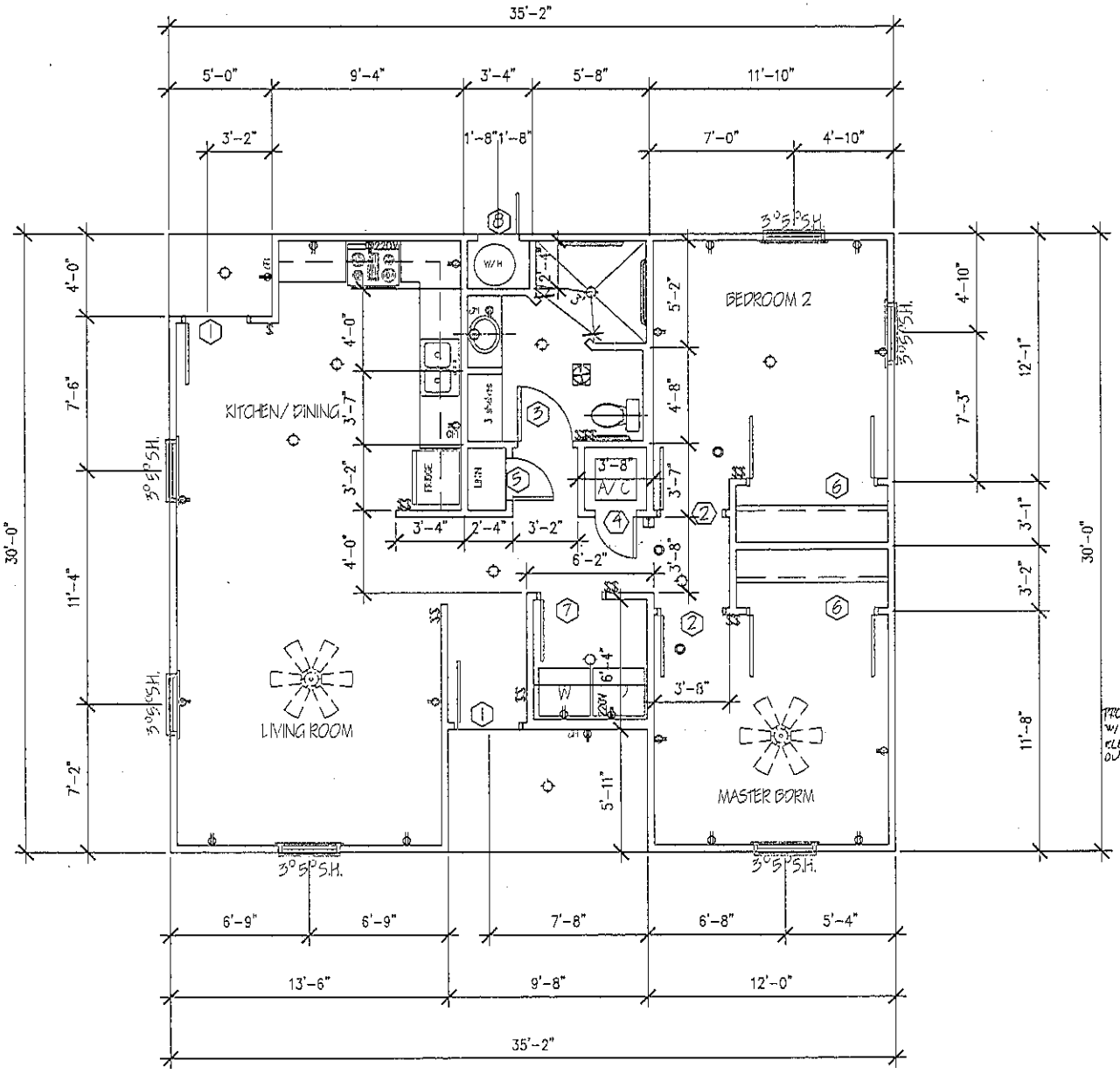
-USE ONLY, COMPACTED SELECTED FILL DIRT. FINISH FLOOR TO BE 18" FROM TOP OF CURB, UNLESS OTHERWISE NOTED.

FOUNDATION PLAN

TOTAL AREA
1029 SQ. FT.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

JUANITA VILLARREAL
2517 LYNN RD. MISSION, TX



SQUARE FOOTAGE

LIVING AREA	903
PORCH/ PATIO	66
TOTAL SQ. FT.	1029

ELECTRICAL LEGEND

(WH) WATER HEATER	LIGHT FIXTURE
DUPLEX ELECTRICAL RECEPT.	$ LIGHT SWITCH
220V 220v DUPLEX ELECTRICAL RECEPTACLE	THERMOSTAT
GFI GROUND FAULT CIRCUIT INTERRUPTER	SMOKE DETECTOR
BATHROOM EXHAUST FAN	

DOOR SCEDULE

DR#	TASK	SIZE	TYPE	LOCKS
1	INSTALL NEW UNIT W/ DUAL PEEP HOLES	3°x6⁸	METAL W/ LOW PROFILE THRSHLD.	LEVER TYPE ENTRY LOCK W/ DEADBOLT.
2	INSTALL NEW UNIT	3°x6⁸	HOLLOW CORE	LEVER TYPE PRIVACY
3	INSTALL NEW UNIT	2⁸x6⁸	HOLLOW CORE	LEVER TYPE PRIVACY
4	INSTALL NEW UNIT	2°x4°	HOLLOW CORE	PASSAGE FOR A/C CLOSET
5	INSTALL NEW UNIT	2°x6⁸	HOLLOW CORE	PASSAGE
6	INSTALL NEW UNIT	(2)2°x2°	HOLLOW CORE	PASSAGE
7	INSTALL NEW UNIT	2⁸x6⁸	HOLLOW CORE	PASSAGE
8	INSTALL NEW UNIT	2°x6⁸	HOLLOW METAL	LOCK W/ DEADBOLT

GENERAL NOTES

-5/12 SLOPE WITH 16" OVERHANG
-SUPPLY RIDGE/SOFFIT VENTS WHERE NEEDED
-INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 1" FROM PORCH FLOOR.
-INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 6" FROM PORCH FLOOR.
-CLIENT IS REQUESTING CONNECTIOS FOR A GAS / ELECTRIC STOVE.
-INSTALL A MIN. OF TWO PHONE JACKS & CABLE CONNECTIONS AS PER OWNERS REQUEST.

EXTERIOR COLOR CHOICES TO BE OR MATCH:
SW 6332 CORAL ISLAND (wall) SW 6060 MOROCCAN BROWN (trim)

INTERIOR COLOR CHOICES TO BE OR MATCH:
SW 6224 MOUNTAIN MIST (wall) STAIN BROWN W/ VARNISH (trim)

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 18 DAY OF NOV. 2014

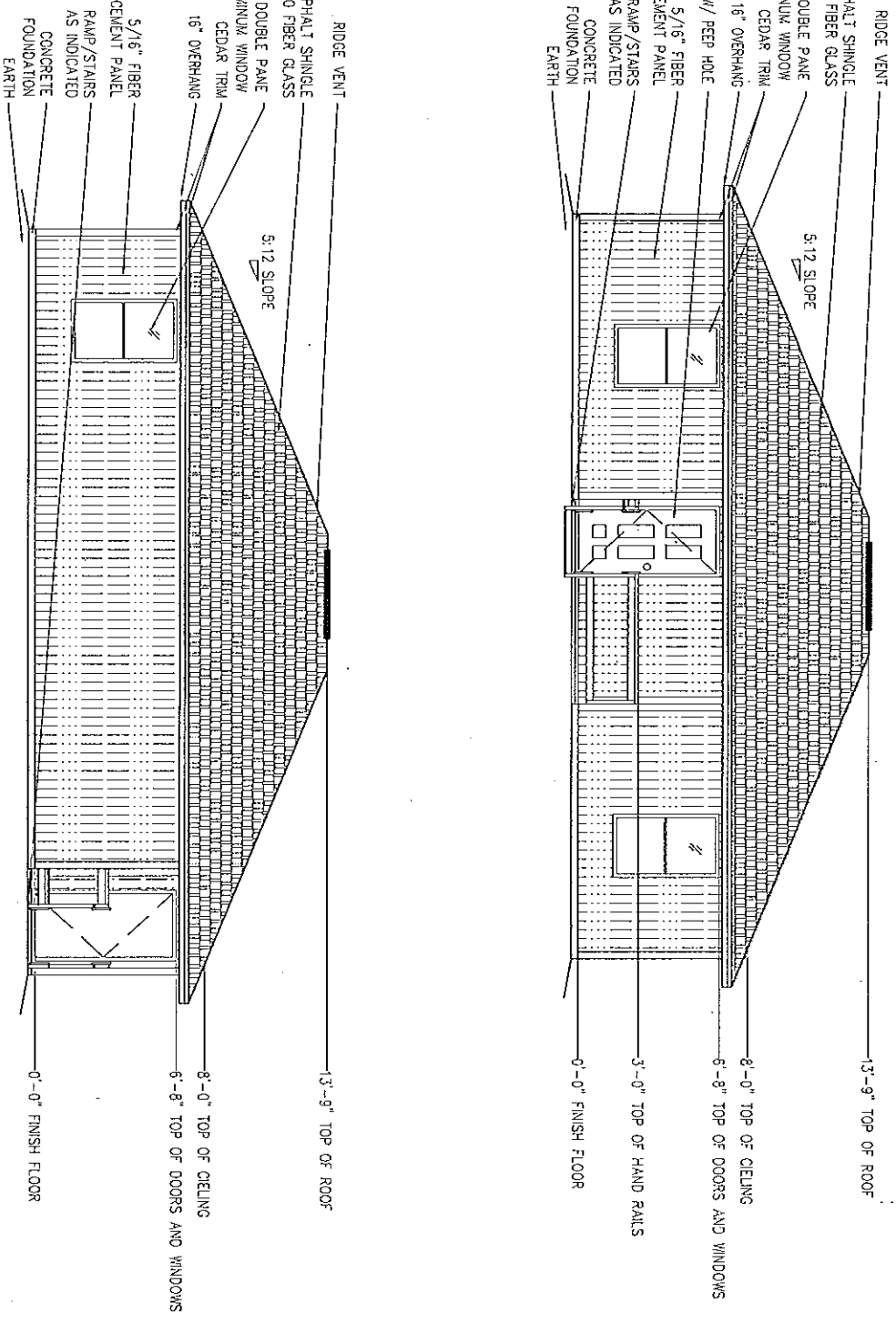
x Juanita Villarreal

TOTAL AREA 1029 SQ. FT.

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

URBAN COUNTY PROGRAM

JUANITA VILLARREAL
2517 LYNN RD. MISSION, TX



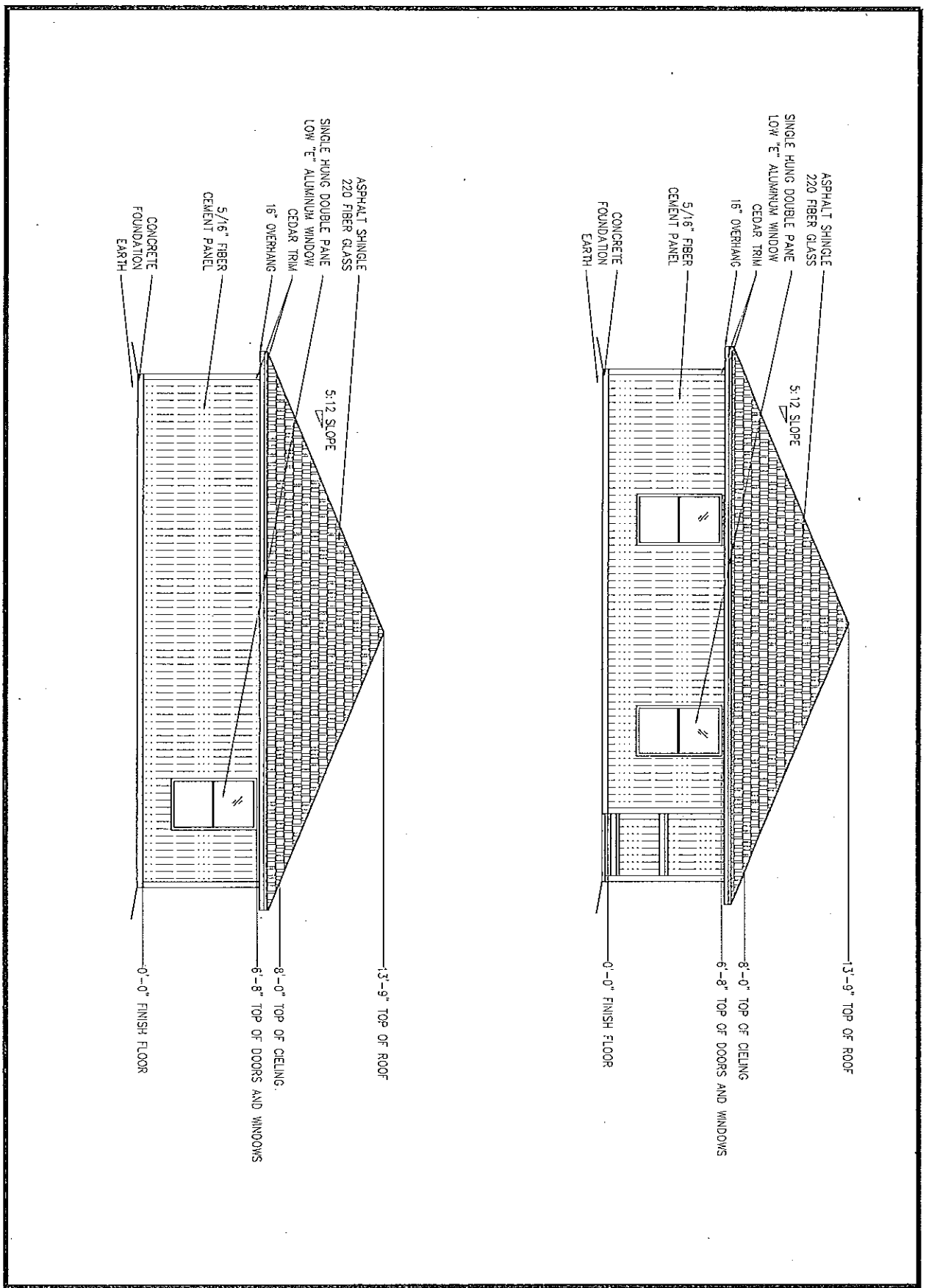
URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

5 OF 7

JUANITA VILLARREAL
2517 LYNN RD. MISSION, TX

TOTAL AREA
1029 SQ. FT.



URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

6 OF 7

JUANITA VILLARREAL
2517 LYNN RD. MISSION, TX

TOTAL AREA
1029 SQ. FT.

SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) JUANITA VILLARREAL CASE NO.: CW 85-14-05 DATE: 11/18/4 ADDRESS: 2517 LYNN RD MISSION, TX PHONE: 956-331-3182 BY: ERIC TREVINO

1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. PROVIDE CONCRETE SLAB FOR A/C UNIT & A MIN. OF 12 X 25 DRIVEWAY (depending on city).

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

- WATER SUPPLY TO HOUSE SHALL HAVE A ¾" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PEX OF APPROPRIATE DIAMETER
- NEW PEX PIPES AND FITTINGS:
  - OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
  - OF APROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

- RELATED PLUMBING ITEMS:
  - (2) EXTERIOR HOSE BRASS BIB FAUCETS:
  - ½" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.

FIXTURES;

- PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING (SEE SPECS)

FIXTURES: (SEE SPECS)

- KITCHEN SINK W/ RELATED PLUMBING & FAUCETS
- PEDESTAL SINK W/ RELATED PLUMBING & FAUCETS
- TOILET OF MATCHING COLOR
- SHOWER WITH RELATED PLUMBING AND HANDICAP ACCESSIBLE.
- SHOWER FAUCETS & REMOVABLE SHOWER HEAD
- MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH & SOAP HOLDER, & SHOWER ROD (SEE SPECS)
- WATER HEATER INSTALLED AS-PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUST.(SEE SECTION 23.)
- 4" DRYER EXAUST VENT.
- IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.

HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION.TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:

- 2"x4" (#2 OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - 92 5/8" PRE-CUT STUDS @ 16" O.C.
  - WINDOW SILLS
  - CEILING JOIST CHAIN BLOCKING @ 48" O.C.
- 2"x6" (#2 OR BETTER) FOR USE IN:
  - WINDOW & DOOR HEADERS WITH 1"/2" SPACER.
  - CEILING JOIST @ 24" O.C., **FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.**
  - **INSTALL BOOT TIES IN EVERY CORNER OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME**

ALL EXTERIOR CEILING COVERINGS:

- 3/8" CD EXTERIOR PLYWOOD FOR PORCH CEILINGS.

ALL INTERIOR WALL & CEILING COVERINGS.

- ½" SHEETROCK FINISHED AS PER SPECS.
- ½ "DAMP RESISTANT SHEETROCK FOR BATH AREAS.

ALL INTERIOR CEILINGS SHALL HAVE ORANGE PEEL TEXTURE. ALL INTERIOR WALL SURFACESS SHALL HAVE ORANGE PEEL TEXTURE.

ALL EXTERTIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF:(SLOPE=5/12)

ROOF SHALL HAVE:

- A HIP/GABLE STYLE ROOF WITH 16" OVERHANGS.
- A HIP/GABLE STYLE FRONT PORCH AS PER PLANS.
- PORCH COLUMNS MUST BE FASTENED TO CONCRETE.
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS.
- SHINGLES TO BE OF LIGHT COLOR (**no black shingles**)

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:

- A FRONT PORCH FLOOR.
- A SIDE/BACK PORCH FLOOR.

PROVIDE RAMP & (2)-HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS

6. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN **R-49 FACTOR.** (need a combined R-30 & R-19 to meet requirement)
- HAVE RULER INSTALLED FOR EVER 300 SQUARE FEET BEFORE FRAMING AND ROUGH-IN INSPECTION IS SCHEDULED.
- **INFILTRATION FOAM** SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS.
- ALL PERIMETER WALLS WITH R-15 F.G. BATT.
- ALL EXTERIOR PIPES EXPOSED TO WEATHER.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.

ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS) WITH PAINT COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).

8. EXTERIOR FINISH:

PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. PRIMER TO BE OIL BASED & PAINT MUST BE EQUIVALENT TO A-100. (2 COLOR CHOICE MIN).

9. SIDING:

THE SIDING SHALL BE 5/16" FIBER CEMENT WITH ALL CEDAR TRIM TO ENTIRE HOUSE.

10. WINDOWS:

SHALL BE NEW LOW "E" DOUBLE PANE INSULATED ALUMINUM WINDOWS, SIZE AS PER PLAN. KEEP LABELS ON WINDOWS UNTIL FINAL INSPECTION HAS BEEN CLEARED.

11. CABINETS GENERAL:

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:

- A RANGE CABINET.
- A KITCHEN/ BATHROOM **FORMICA COUNTER TOP** OF MATCHING COLOR.

BUILD AND / OR INSTALL A NEW VANITY CABINET (IF APPLICABLE) FOR BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK, AND WALLS. ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.

13. ELECTRICAL GENERAL

ALL ELECTRICAL INSTALLATIONS & WORK AS PER ELECTRICAL CODE WITH THE FOLLOWING CONDITIONS:

- PROVIDE RANGE OUTLET AS PER OWNER'S REQUEST.
- PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
- (2) 52" CEILING FANS (CEILING HUGGER STYLE) **COMPARABLE IN QUALITY** TO THE "HUNTER" BRAND, THE CONTACTOR SHALL ALLOW $120.00 FOR MATERIAL & LABOR, LOCATON AS PER OWNER REQUEST.
- INSTALL GFCI OUTLETS IN BATHROOMS, KITCHEN, AND EXTERIOR WALLS.
- EACH ELECTRICAL PANEL OR BREAKERBOX, LIGHT SWITCH, & THERMOSTAT NO HIGHER THAN 48" ABOVE FLOOR
- EACH ELECTRICAL PLUG TO BE 15" ABOVE THE FLOOR
- ANY OUTLETS WITHIN 6' FROM KITCHEN OR BATHROOM SINKS MUST BE GFCI

14. RANGE HOOD:

INSTALL A RANGE HOOD TO FIT OWNER'S RANGE SIZE (30" OR 36") AND VENT TO EXTERIOR.

15. BATHROOM ACCESSORIES:

ALL ACCESSORIES & MEDICINE CABINETS AS PER SPECS, INCLUDE CURTAIN ROD & PLASTIC RETAINING DAM TO HELP PREVENT WATER FROM ESCAPING SHOWER. INSTALL PEDESTAL SINK AND CABINET ABOVE TOILET. (ALSO INCLUDE TOILET PAPER, TOOTHBRUSH, AND SOAP HOLDER.)

16. ACCESS FOR PHYSICAL DISABILITIES:

INSTALL ONE CONC. RAMP AS PER OWNERS REQUEST THAT CONNECTS WITH 12 X 25 DRIVEWAY AND STEPS WITH HANDRAILS

BATHROOM SHOULD ACCOMMODATE GRAB BARS WHERE INDICATED IN PLANS

17. HEATING & A/C:

PROVIDE & INSTALL A 16 SEER CENTRAL AIR CONDITIONING ***COMPARABLE IN QUALITY*** *TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INCLUDE DIGITAL THERMOSTAT.*

18. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES.

19. GENERAL NOTES.

CONTRACTOR IS RESPONSIBLE FOR:

- YOU'RE BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS.
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE.
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE 6" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND /OR GAS CONNECTIONS FOR RANGE AS PER APPICANT'S REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EVERY BORM & LIVING SPACE. KITCHEN PHONE IF REQUESTED.
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE HOUSE.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMTIS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS.
- MINIMUM 12x-25 CONC. DRIVEWAY WITH CONNECTING SIDEWALK TO RAMP FOR HANDICAP APPLICANTS.
- ALL THE GENERAL INFORMATION CONTAINED WITHIN **SECTION 23. GENERAL NOTES** OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE
- CONTRACTOR IS RESPONSIBLE FOR SUPPLYING PORT A POTTY TRHOUGHOUT CONSTRUCTION PROCESS *(demo to final inspection)*
- SHOWER ENTRANCES TO BE 36" WIDE
- ALL UCP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §2306.514

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMITED TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

Juanita Villarreal

NAME OF APPLICANT

NAME OF CO-APPLICANT

TIME TABLE

ACTIVITY	DATE(S)
Contract Signing	January 20, 2015
Demolition	January 29, 2015
Construction Start	January 30, 2015
Anticipated Draws	After 50% construction completion After 100% construction completion 30 days after construction completion
End Construction	April 29, 2015

BUDGET

	Total Cost
Pre-Development	$ 0.00
Acquisition	$ 0.00
Demolition/Construction	$51,300.00
Other Costs:	$ 0.00
TOTAL PROJECT COSTS	$51,300.00

EXHIBIT "C"
SPECIAL CONDITIONS

None.

CONSTRUCTION LOAN AGREEMENT

OWNER-OCCUPIED REHABILITATION LOAN PROGRAM

This Construction Loan Agreement (this "Agreement"), is entered into effective as **January 20, 2015**, among Borrower, Lender and Contractor who are identified and whose addresses are stated below. This Agreement relates to the manner of disbursement of the loan proceeds on the Note for the benefit of Borrower for the rehabilitation and/or renovation of the Improvements on the Property under the Lender's Owner-Occupied Housing Rehabilitation Program. The Note is secured by liens on the Property and Improvements granted the Mechanic's Lien Contract and the Deed of Trust.

BORROWER: **Paulina Vasquez**

BORROWER'S ADDRESS:

P.O. Box 842
211 E. 2nd St.
San Juan, Texas 78589

LENDER: County of Hidalgo, a political subdivision of the State of Texas

LENDER'S ADDRESS:

County of Hidalgo, Urban County Program
Owner-Occupied Rehabilitation Loan Program
427 E. Duranta Ave., Suite 107
Alamo, Texas 78516

CONTRACTOR: **Rene Garza G & G Contractors**

CONTRACTOR'S ADDRESS:

5125 S. Hwy 281, Ste. 3
Edinburg, Texas 78539

NOTE:

Mechanic's Lien Note ("Mechanic's Lien Note") of even date herewith, in the original principal amount of **$49,800.00**, executed by Borrower, and payable to the order of Contractor, which note has been renewed and extended into a Promissory Note of even date herewith, in the original principal amount of **$49,800.00**, executed by Borrower, and payable to Lender.

CONTRACT:

Mechanic's Lien Contract and Transfer of Lien of even date herewith, executed by Borrower and Contractor providing for the rehabilitation and/or renovation to the Improvements and (i) granting Contractor liens against the Property to secure payment of the Mechanic's Lien Note; and (ii) transferring such liens to Lender.

SECURITY FOR PAYMENT:

Mechanic's and materialman's lien on the Property granted by Borrower to Contractor in the Mechanic's Lien Contract and Transfer of Lien (the "Mechanic's Lien Contract"), which liens were transferred thereunder to Lender, which Mechanic's Lien Contract and Transfer of Lien is recorded in the Real Property Records of Hidalgo County, Texas, and a deed of trust lien on the Property granted by Borrower for the benefit of Lender in a Deed of Trust ("Deed of Trust") of even date herewith, which Deed of Trust is recorded in the Real Property Records of Hidalgo County, Texas

PROPERTY: See Exhibit "A" attached hereto and made a part hereof for all purposes

IMPROVEMENTS:

Renovation and/or rehabilitation to Borrower's residence located on the Property according to: (i) Plans and Specifications, Timetable and Budget attached hereto as Exhibit "B"; (ii) an Owner-Occupied Rehabilitation Loan Program Contract (the "Rehabilitation Contract") of even date herewith entered into by and between Borrower and Lender; and (iii) the accepted bid submitted to Lender by Contractor.

AMOUNT AVAILABLE FOR CONSTRUCTION: **$49,800.00**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Lender and Contractor agree as follows:

1. Purpose and Limitation of Advances.

(a) Subject to the provisions of this Agreement, and in compliance with Subchapter K, Chapter 53, Texas Property Code, Lender will advance funds to Contractor for the benefit of Borrower in the aggregate amount of the Note. Provided Contractor has obtained the performance bond required in Paragraph 1 (b) of this Agreement, Lender will advance the Amount Available for Construction during the course of the construction of the Improvements, in accordance with this Agreement. The Amount Available for Construction will be advanced solely to pay Contractor for costs of labor performed and materials furnished by Contractor pursuant to the Contract.

(b) Contractor may furnish a performance bond ("Bond"), at Contractor's sole cost and expense, to be kept in force throughout the period of this Agreement, in an amount equal to the Amount Available for Construction. The Bond shall: (i) cover Contractor's faithful performance of the Contract, free of liens upon the Property; (ii) name as obligees both Borrower and Lender, jointly and severally; (iii) be written by surety companies qualified to do business in the State of Texas; and (iv) be in such form and with such sureties as the Lender may approve.

(c) Construction advances are to be made by Lender to Borrower for work done.

(d) If Contractor has provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 40% of the Amount Available for Construction ("Initial Advance") when 50% of the work related to the Improvements have been completed and Contractor and Borrower have complied with the provisions of Paragraph 3 of this Agreement. A second request for construction advance for 50% of the Amount Available for Construction ("Final Advance") may be submitted when the Improvements have been completed and accepted by Borrower and Lender and Contractor and Borrower have complied with the provisions of Paragraph 4 of this Agreement.

(e) If Contractor has not provided Lender and Borrower the Bond permitted by this Agreement, Contractor may submit a request for 90% of the Amount Available for Construction when the Improvements have been completed and accepted by Borrower and Lender, and Contractor and Borrower have complied with the provisions of Paragraph 4 (except as to the Bond) of this Agreement.

(f) All requests for construction advances shall comply with Subchapter K, Chapter 53, Texas Property Code, and be made on forms approved by Lender. Each construction advance shall be in an amount equal to the Amount Available for Construction times the applicable percentage as determined by Lender and/or its inspectors. Lender may prepare a chart for determining the percentage of completion and the schedule of advances to be made by Lender, and Lender may limit advances according to the schedule based on the percentage of the Improvements that are complete at the time of any request for construction advance.

(g) Whenever in the sole opinion of Lender the cost of completing the Improvements pursuant to the plans and specifications approved by Lender exceeds the total amount of unadvanced loan proceeds, Borrower, at Lender's request, shall pay such excess to the satisfaction of Lender prior to any further advances under the Note.

2. Lender's Payments on Behalf of Borrower. Lender shall make payments for the cost of construction of the Improvements by check payable to the Owner and Contractor, or to Contractor, and in Lender's discretion, following Contractor's default under this Agreement or the Contract, jointly to Contractor and Contractor's subcontractors or suppliers.

3. Conditions to Initial Advance. Lender shall have no obligation to make the Initial Advance of funds to Borrower unless and until Contractor has furnished Borrower and Lender the Bond permitted by this Contract, and the following conditions have been satisfied:

(a) Borrower has executed and delivered to Lender this Agreement, the Contract, the Note, the Deed of Trust, the Owner-Occupied Rehabilitation Loan Program Contract of even date herewith by and between Borrower and Lender, and Affidavit of Commencement and other documents securing the loan evidenced by the Note; and Contractor has executed and delivered to Lender this Agreement, the Contract, an Affidavit of Commencement and other documents securing the loan evidenced by the Note;

(b) Borrower and Contractor have furnished Lender all documents required by Lender to evidence compliance with Subchapter K, Chapter 53, Texas Property Code;

(c) To the extent applicable, Contractor has furnished Lender evidence that Contractor has established a construction account in compliance with Chapter 162, Texas Property Code;

(d) Contractor has provided Lender a copy of the final plans and specifications for the construction of the Improvements acceptable to Lender, along with a timetable and budget for completion of the Improvements as required by this Agreement and the Contractor's accepted bid;

(e) Contractor has provided Lender a copy of the building permit for the Improvements;

(f) Contractor has provided Borrower and Lender a list of all subcontractors used or to be used for completion of the Improvements, and executed partial releases and lien waivers from Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements, in a form acceptable to Lender, for all amounts to be disbursed to Contractor against the Amount Available for Construction;

(g) Contractor has provided Lender a copy of all insurance policies, which Contractor is required to maintain under the Contract, or in lieu thereof, a certificate of insurance which confirms Contractor has obtained all insurance required under the Contract;

(h) Contractor has provided Lender evidence that Contractor is in compliance with Chapter 416, Texas Property Code; and

(i) Borrower and Contractor have provided Lender such other items as Lender shall reasonably require.

4. Final Advance. The Final Advance (except for retainage, which will be disbursed in accordance with paragraph 5) shall be disbursed at the completion of the Improvements when Contractor has delivered to Lender all documents required under Paragraph 3 and the following:

(a) an affidavit of completion executed by Borrower and Contractor (the "Affidavit of Completion"), a final bills- paid affidavit executed by Contractor (the "Final Bills-Paid Affidavit"), and final waivers of lien and releases executed by Contractor and any subcontractors and suppliers who performed work and/or materials at any time in connection with the Improvements (collectively, the "Releases"), which documents comply with Subchapter K, Chapter 53, Texas Property Code and are acceptable to Lender, together with supporting evidence that: (i) the construction work for the Improvements has been fully completed; and (ii) all bills for labor and material have been paid in full;

(b) Evidence that Borrower and Contractor have complied with all applicable laws pertaining to the location, development, and construction of the Improvements and that all governmental authorities having jurisdiction have approved: (i) the location, development, and construction of the Improvements to the Property; and (ii) all other matters requiring approval by governmental authorities; and

(c) Borrower and Contractor have provided such other items as Lender shall reasonably require.

5. Disbursement of Retainage. The retainage will not be disbursed until: (i) (a) the Releases have been filed in the Real Property Records of Hidalgo County, Texas, (b) the deadline to file an affidavit claiming a lien against the Property in connection with the Improvements (that is, the fifteenth (15^{th}) day of the third calendar month after the day the indebtedness accrues) has expired and no such affidavits have been filed, or (c) if any affidavits claiming a lien against the Property in connection with the Improvements have been filed, the claims set forth in such affidavits have been resolved and the affidavits have been released of record; (iii) the Affidavit of Completion and the Final Bills-Paid Affidavit have been filed in the Real Property Records of Hidalgo County, Texas; and (iv) Borrower and Contractor have complied with Paragraph 4 of this Agreement.

6. Inspections. Lender shall be entitled to: (i) use its own personnel; or (ii) to designate an architect, engineer or other third party; to make any inspections or certifications required by Lender, and Lender shall not be required to make any loan advance until Lender has received inspections and certifications satisfactory to it. Prior to each loan advance, and at such other times as Lender may require, either Borrower or Contractor will be required to call for a physical inspection by Lender or other party designated by Lender.

7. Borrower's and Contractor's Additional Obligations. Borrower and Contractor further agree that:

(a) The Improvements will be constructed and fully equipped in a good and workmanlike manner with materials of high quality, using all new materials, strictly in accordance with the plans and specifications approved by Lender, and that the Improvements will comply with: (i) all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended, if the Property is located outside the jurisdiction of a municipality; or (ii) all applicable local building codes and ordinances of the municipality if the Property is located within the jurisdiction of a municipality, unless the municipality has no local building

codes and ordinances, in which event Owner shall comply with all applicable Housing Quality Standards contained in 24 Code of Federal Regulations, as amended;

(b) No changes will be made in the plans and specifications submitted to Lender except on the written approval of the same by Lender;

(c) No extras shall be allowed to any contractor or subcontractor or any change made in any contract or subcontract without the Lender's prior written approval and consent;

(d) Contractor will promptly furnish Lender, at Lender's request, after execution thereof, executed copies of all contracts between Contractor and subcontractors, and of all contracts between Contractor and its suppliers, as well as contracts between subcontractors and their suppliers;

(e) Borrower and Contractor will cooperate with Lender in arranging for inspections by representatives of Lender of the progress of construction from time to time and will promptly comply with Lender's requirements or satisfy any objections regarding construction of the Improvements or the progress thereof;

(f) Borrower and Contractor will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the Property and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided, however, that Borrower shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to Lender such security or indemnity as it may require;

(g) Borrower will pay all real estate taxes and assessments of every kind on the Property before the same become delinquent, and Lender may at any time require Borrower to provide evidence that taxes have been paid current;

(h) In the event that Lender shall expend any amount in performance of any of Borrower's covenants or agreements under the Note or any document securing the Note, such amounts shall constitute additional indebtedness secured under the Contract;

(i) All of the personal property, fixtures, attachments, and equipment delivered on, attached to, or used in connection with the construction of the Improvements or the operation thereof will be kept free and clear of all liens, encumbrances, and security interests whatsoever, and Borrower will be the absolute owner of such personal property, fixtures, attachments, and equipment and Contractor and Borrower will, from time to time, furnish Lender with satisfactory evidence of such ownership, including searches of applicable public records;

(j) Borrower and Contractor will comply with their respective obligations under this Agreement and the Contract and with all applicable laws, rules, ordinances and regulations;

(k) Borrower and Contractor will comply with the Special Conditions, if any, set forth in Exhibit "C" attached hereto;

(l) Contractor will pay all premiums on all insurance policies required from time to time during the progress of construction, and furnish to Lender additional and renewal insurance policies with companies, coverage, and amounts satisfactory to Lender; and

(m) Contractor will keep accurate and proper books and records of the construction of the Improvements, and will at all reasonable hours allow Lender or its representative to examine such books and records and all contracts and bills relating to the construction of the Improvements.

(l) Contractor shall not discriminate against any employee or applicant for employment because of sex, race, creed, color, national origin or handicap and shall take affirmative action to ensure that during the application process and during employment applicants and employees are treated without regard to their race, creed, color, national origin or handicap. Such action shall include, but not be limited to hiring and employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall continuously post in conspicuous places, readily available to employees and applicants for employment, notices to be provided or approved by the County of Hidalgo, setting forth the provisions of this non-discrimination provision and such other notices as may be required by law.

8. Actions For Lender's Benefit Only. **THE AUTHORITY HEREIN CONFERRED ON LENDER AND ANY ACTION TAKEN BY LENDER IN MAKING INSPECTIONS OF THE PROPERTY, PROCURING SWORN STATEMENTS AND WAIVERS OF LIENS, APPROVING CONTRACTS AND SUBCONTRACTS AND APPROVING PLANS AND SPECIFICATIONS WILL BE TAKEN BY LENDER FOR ITS OWN PROTECTION ONLY, AND LENDER SHALL NOT BE DEEMED TO HAVE ASSUMED ANY RESPONSIBILITY TO BORROWER OR ANY OTHER PERSON WITH RESPECT TO ANY SUCH ACTION HEREIN AUTHORIZED OR TAKEN BY LENDER OR WITH RESPECT TO THE PROPER CONSTRUCTION OF THE IMPROVEMENTS, PERFORMANCE OF CONTRACTS OR SUBCONTRACTS BY ANY CONTRACTORS OR SUBCONTRACTORS, OR PREVENTION OF CLAIMS FOR MECHANIC'S LIEN.**

9. Non-Waiver By Lender. No waiver of any breach or default hereunder shall constitute or be construed as a waiver by Lender of any subsequent breach or default or of any breach or default of any other provision. No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to the benefit thereof. Pursuit by

Lender of any remedies set forth in this Agreement does not preclude pursuit by Lender of other remedies in this Agreement or provided by law.

10. Conflict of Interest. **BORROWER AND CONTRACTOR REPRESENT AND WARRANT TO LENDER THAT, TO THE BEST OF THEIR KNOWLEDGE, NO EMPLOYEE, AGENT, CONSULTANT, OFFICER, OR ELECTED OR APPOINTED OFFICIAL OF LENDER WHO EXERCISES OR HAS EXERCISED ANY FUNCTIONS OR RESPONSIBILITIES WITH RESPECT TO THE ACTIVITIES ASSISTED WITH THE LENDER'S OWNER-OCCUPIED REHABILITATION LOAN PROGRAM OR WHO ARE IN A POSITION TO PARTICIPATE IN A DECISION MAKING PROCESS OR GAIN INSIDE INFORMATION WITH REGARD TO THESE ACTIVITIES, DURING THEIR TENURE OR WITHIN ONE YEAR THEREAFTER, HAS A FINANCIAL INTEREST OR BENEFIT IN THE LOAN RELATED TO THIS AGREEMENT, OR THE PROCEEDS THEREUNDER, EITHER FOR THEMSELVES OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.**

11. Dispute Resolution. All disputes between Contractor and Borrower regarding the construction project which is the subject of this Agreement, including, but not limited to, all disputes with regard to the Contract and this Agreement, shall, in the first instance, be submitted, in writing, with supporting documentation, within ten (10) days of the incident giving rise to the dispute, to Lender's program director having responsibility for the Lender's owner-occupied rehabilitation loan program for resolution. Except for good cause shown, any dispute not submitted within such ten (10) day period shall be deemed waived. While a dispute is pending, Contractor and Borrower shall otherwise proceed to perform all obligations under the Contract and this Agreement not otherwise in dispute.

12. Sole and Only Agreement. This Agreement and its exhibits and the instruments executed in connection therewith constitute the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

13. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

14. Interpretation. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision in inconsistent with any prior draft hereof or thereof. In the event of a conflict between this Agreement, the Mechanic's Lien Contract and/or the Rehabilitation Contract, the provisions in the document containing the most stringent requirement for the matter in dispute shall control

15. Jurisdiction and Venue. The parties agree that any suit, action or proceeding brought by a party against the other in connection with or arising from this Agreement ("Judicial Action") shall be brought only in any United States Federal or Texas state court located in Hidalgo County,

Texas and the parties hereby consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such Judicial Action and waives any objection to venue laid therein. If either party is a prevailing party in a Judicial Action, such party is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

16. General Provisions. This Agreement:

a. may not be assigned by Owner or Contractor without the prior written consent of County;

b. may not be amended or modified, in whole or in part, unless such amendment or modification is executed in writing by both parties;

c. binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns; and

d. is for the sole benefit of the parties hereto and their respective heirs, successors and permitted assigns. Nothing herein shall give, or be construed to give, any legal or equitable rights hereunder to any other person or entity other than the parties hereto and their respective heirs, successors and permitted assigns.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

IMPORTANT NOTICE: YOU AND YOUR CONTRACTOR ARE RESPONSIBLE FOR MEETING THE TERMS AND CONDITIONS OF THIS CONTRACT. IF YOU SIGN THIS CONTRACT AND YOU FAIL TO MEET THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY LOSE YOUR LEGAL OWNERSHIP RIGHTS IN YOUR HOME. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

RESIDENTIAL CONSTRUCTION LIABILITY ACT (RCLA) NOTICE

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal

warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

BORROWER(s):

_____

Paulina Vasquez

YOU, THE OWNER, MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

LENDER:

COUNTY OF HIDALGO, a political subdivision of the State of Texas

_____

By: **Diana R. Serna**
Its: **Director of Urban County Program**

CONTRACTOR:

_____

By: **Rene Garza**
Its: **G & G Contractors**

APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: Steve Crain
Date: June 19, 2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this _____ day of _____, by **Diana R. Serna, Director of Urban County Program of the County of Hidalgo,** a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **20th** day of **January, 2015**, by **Paulina Vasquez.**

_____
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this **20th** day of **January 2015**, by **Rene Garza, DBA G & G Contractors,** a **Contractor of the State of Texas**, on behalf of said **Hidalgo County.**

_____
NOTARY PUBLIC, STATE OF TEXAS

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED.

IF YOU CANCEL YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE MERCHANT'S EXPENSE AND RISK.

IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM, TO RENE GARZA, DBA G & G CONTRACTORS, AT 5125 S. HWY 281, STE. 3, EDINBURG, TEXAS 78539 NOT LATER THAN MIDNIGHT OF JANUARY 23, 2015.

I HEREBY CANCEL THIS TRANSACTION.

Dated: _____.

OWNER(s):

_____

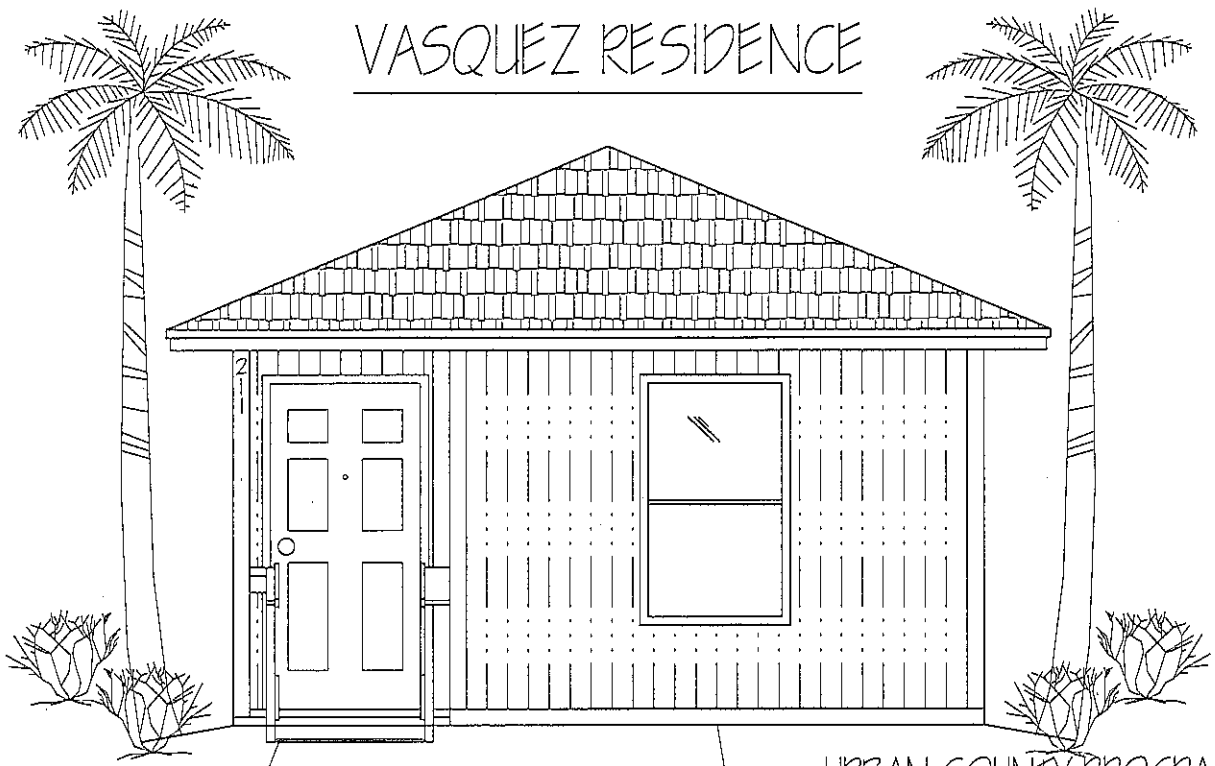
Paulina Vasquez

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

Lot 31, Block 2, San Juan Townsite, Hidalgo County Texas, as per map or plat thereof recorded in Volume 1, Page 46, Map Records, Hidalgo County Texas.

EXHIBIT "B"
PLANS AND SPECIFICATIONS,
TIMETABLE
AND
BUDGET

VASQUEZ RESIDENCE



PAULINA VASQUEZ
211 E. 2ND ST. - SAN JUAN
(956) 533-3493

URBAN COUNTY PROGRAM
1916 TESORO BLVD. - ALAMO
(956) 787-8127

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

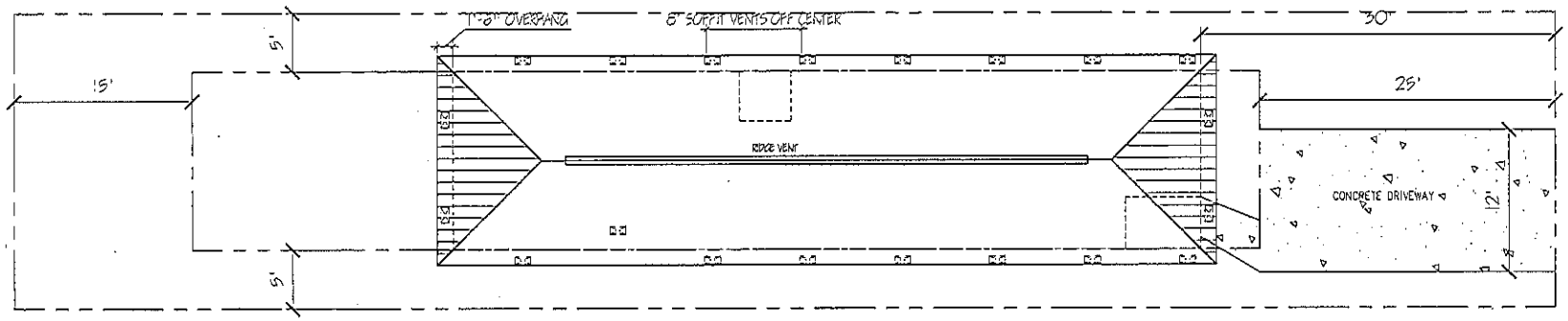
945 SQ. FT.

PAULINA VASQUEZ
211 E. 2ND ST. SAN JUAN, TX

1 OF 6

LOT 31, BLOCK 2, SAN JUAN TOWNSITE

25' X 140'



X 25'

E. 2ND ST.

NOTE:

Please verify with city/ county on setbacks and for any requirements requarding sidewalk, landscaping and any other obligations as per city regulations/ ordinances. HOWEVER, any house that is made for handicap accessibility WILL ALWAYS. require driveway with connecting sidewalk to ramp.

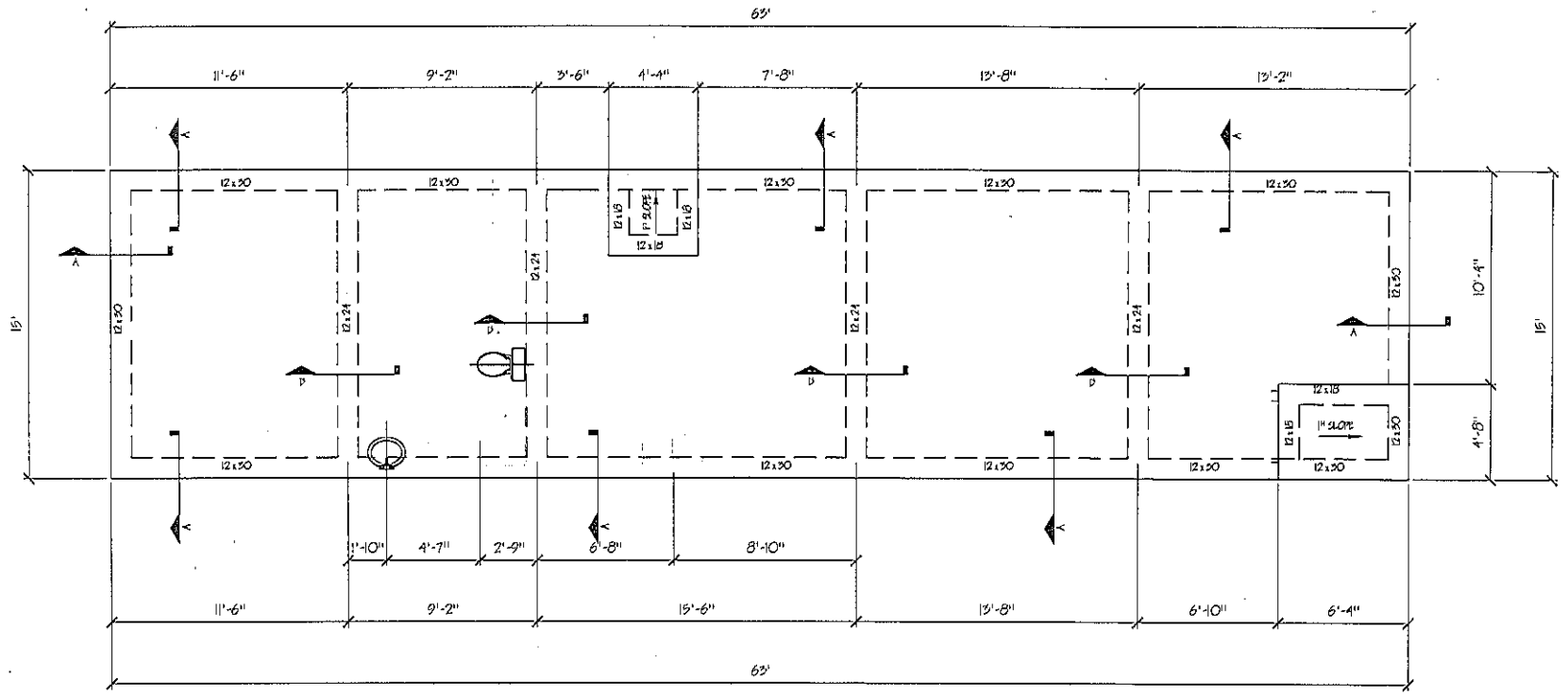
Remember to provide 6'' of landscape dirt around house with sufficient grass seed up to 10' of perimeter.
Install both a ramp, steps and railings as per owners request of location.
In addition, remember to replace septic tank if needed and is more than 10 yrs old.
House to be built on original location.

Driveway to be 12'X 25' minimum, remain distance is to street if any is to be of asphalt, caliche or concrete.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

945 SQ. FT.

PAULINA VASQUEZ
211 E. 2ND ST. SAN JUAN, TX



GENERAL NOTES

-4" THICK SLAB ON GRADE W/ #3 BARS @ 16" O.C. EACH WAY AT MID-DEPTH OF SLAB OVER 6 MIL VISQUEEN OVER APPROVED COMPACTED FILL

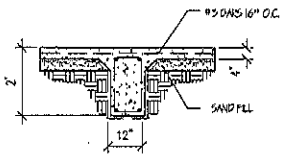
-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

-CORNER BARS: AT ALL CORNERS & INTERSECTIONS 2'X2' - #5 APPLY 6X6 #6 WIRE MESH AT SIDEWALKS AND DRIVEWAYS.

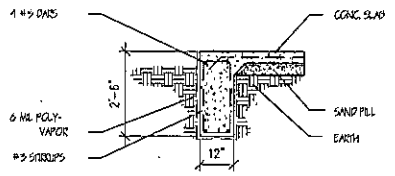
-INSTALL ACHOR BOLTS AT PERIMETER AT 4' O.C.

-USE ONLY, COMPACTED SELECTED FILL DIRT. FINISH FLOOR TO BE 18" FROM TOP OF CURB. UNLESS OTHERWISE NOTED.



B-INTERIOR BEAM

-INTERIOR BEAMS TO BE 12"X24" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.



A-EXTERIOR BEAM

-EXTERIOR BEAMS TO BE 12"X30" WITH 4 #5 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

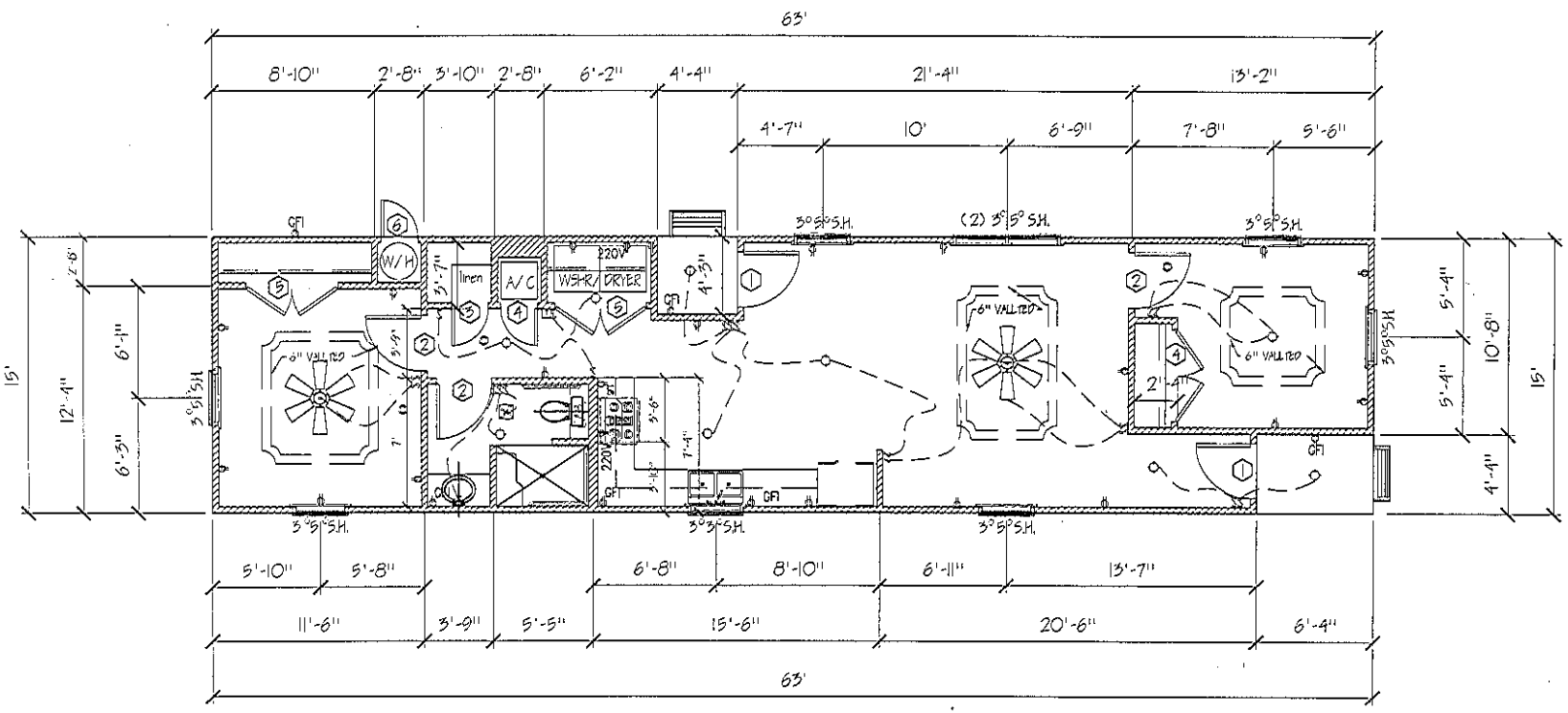
FOUNDATION PLAN

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

PALLINA VASQUEZ
211 E. 2ND ST. SAN JUAN, TX

945 SQ. FT.

3 OF 6



SQUARE FOOTAGE

LIVING AREA	924
PORCH/ PATIO	46
TOTAL SQ FT.	1050

ELECTRICAL LEGEND

W/H	WATER HEATER		LIGHT FIXTURE
	DUPLEX ELECTRICAL RECEPT.	$	LIGHT SWITCH
220V	220V DUPLEX ELECTRICAL RECEPTACLE	T	THERMOSTAT
GFI	GROUND FAULT CIRCUIT INTERRUPTER		SMOKE DETECTOR
	BATHROOM EXHAUST FAN		

DOOR SCEDULE

DR #	TASK	SIZE	TYPE	LOCKS
1	INSTALL NEW UNIT W/ OVAL PEEP HOLES	3'0" x 6'0"	METAL W/ LOW PROFILE THRESHLD.	LEVER TYPE ENTRY LOCK W/ DEADBOLT.
2	INSTALL NEW UNIT	3'0" x 6'8"	HOLLOW CORE	LEVER TYPE PRIVACY
3	INSTALL NEW UNIT	2'0" x 6'8"	HOLLOW CORE	PASSAGE
4	INSTALL NEW UNIT	2'0" x 4'0"	HOLLOW CORE	PASSAGE FOR A/C CLOSET
5	INSTALL NEW UNIT	(2) 2'0" x 6'8"	HOLLOW CORE	PASSAGE
6	INSTALL NEW UNIT	2'0" x 6'8"	HOLLOW METAL	LOCK W/ DEADLOCK

GENERAL NOTES

-5/12 SLOPE WITH 16" OVERHANG

-SUPPLY RIDGE / SOFFIT VENTS WHERE NEEDED

-INSTALL PORCH RAILING WHERE FINISH GRADE IS LOWER THAN 1" FROM PORCH FLOOR.

-INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 6" FROM PORCH FLOOR.

-CLIENT IS REQUESTING CONNECTIONS FOR A GAS / ELECTRIC / PROPANE STOVE.

NATURAL W/ELECTRIC OUTLET

-INSTALL A MIN. OF TWO PHONE JACKS & CABLE CONNECTIONS AS PER OWNERS REQUEST.

EXTERIOR COLOR CHOICES TO BE OR MATCH:

6267 AQUARIUM (wall) PURE WHITE (trim)

INTERIOR COLOR CHOICES TO BE OR MATCH:

7000 IRIS WHITE (wall) 6113 INTERACTIVE CREAM (trim)

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 19TH DAY OF NOV. 2014

X Paulina Vasquez

FLOORPLAN

SCALE: NTS

URBAN COUNTY PROGRAM

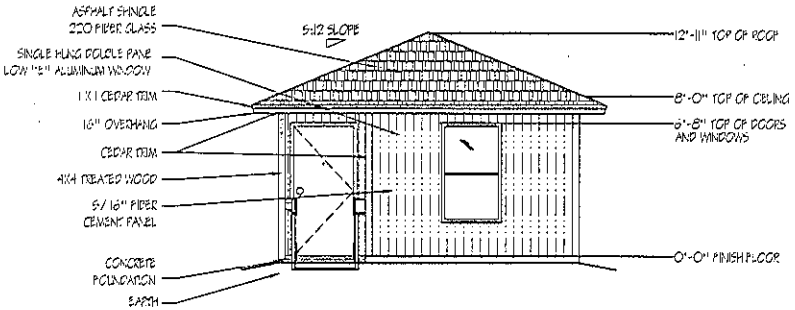
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

945 SQ. FT.

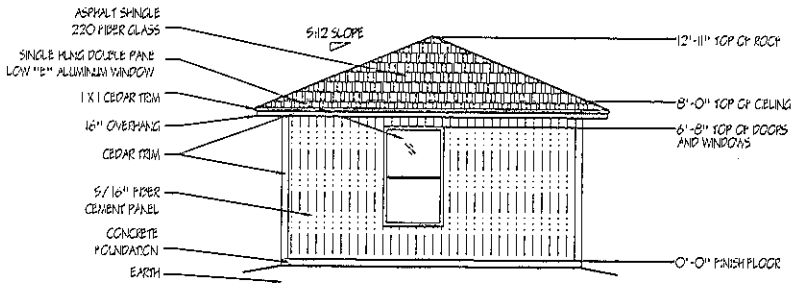
PAULINA VASQUEZ

211 E. 2ND ST. SAN JUAN, TX

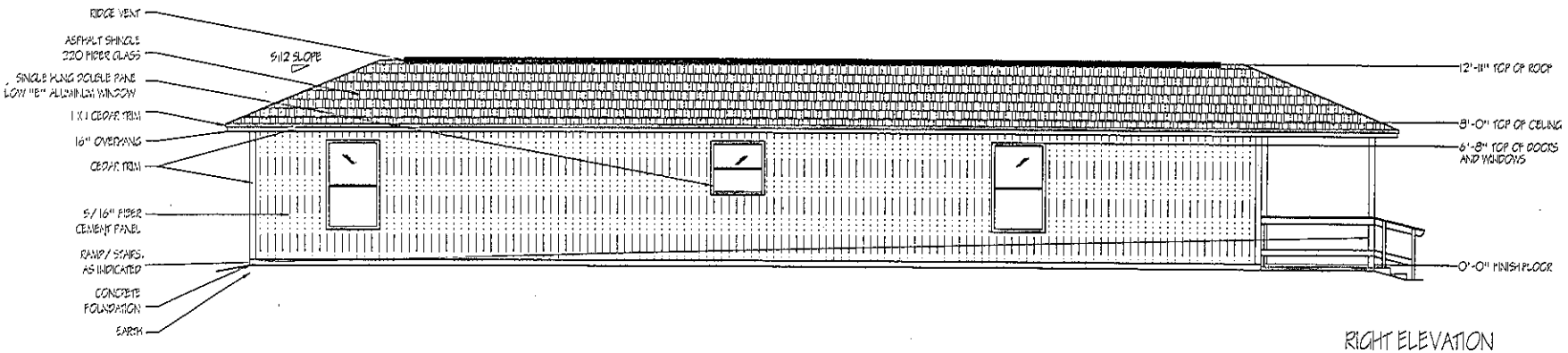
4 OF 6



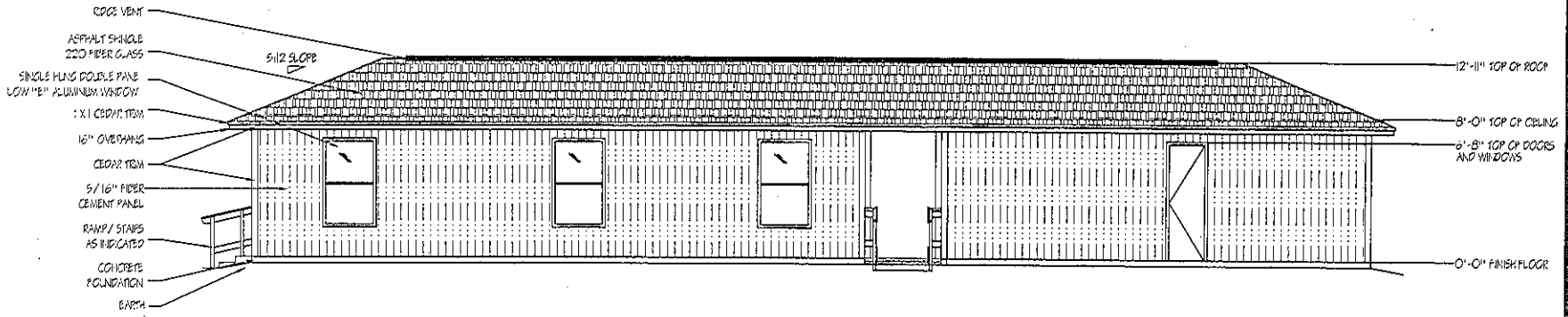
FRONT ELEVATION



REAR ELEVATION



RIGHT ELEVATION



LEFT ELEVATION

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

945 SQ. FT.

PAULINA VASQUEZ

211 E. 2ND ST. SAN JUAN, TX

5 OF 6

SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) PAULINA VASQUEZ CASE NO.: SJ 75-14-03 DATE: 11/19/14 ADDRESS: 211 E 2ND ST. SAN JUAN, TX PHONE: 956-533-3493 BY: ERIC TREVINO

1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. PROVIDE CONCRETE SLAB FOR A/C UNIT & A MIN. OF 12 X 25 DRIVEWAY (depending on city).

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

- WATER SUPPLY TO HOUSE SHALL HAVE A ¾" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PEX OF APPROPRIATE DIAMETER
- NEW PEX PIPES AND FITTINGS:
  - OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
  - OF APROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

- RELATED PLUMBING ITEMS:
  - (2) EXTERIOR HOSE BRASS BIB FAUCETS:
  - ½" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.

FIXTURES:

- PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING (SEE SPECS)

FIXTURES: (SEE SPECS)

- KITCHEN SINK W/ RELATED PLUMBING & FAUCETS
- PEDESTAL SINK W/ RELATED PLUMBING & FAUCETS
- TOILET OF MATCHING COLOR
- SHOWER WITH RELATED PLUMBING AND HANDICAP ACCESSIBLE.
- SHOWER FAUCETS & REMOVABLE SHOWER HEAD
- MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH & SOAP HOLDER, & SHOWER ROD (SEE SPECS)
- WATER HEATER INSTALLED AS-PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUST.(SEE SECTION 23.)
- 4" DRYER EXAUST VENT.
- IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.

HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION.TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:

- 2"x4" (#2 OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - 92 5/8" PRE-CUT STUDS @ 16" O.C.
  - WINDOW SILLS
  - CEILING JOIST CHAIN BLOCKING @ 48" O.C.
- 2"x6" (#2 OR BETTER) FOR USE IN:
  - WINDOW & DOOR HEADERS WITH 1"/2" SPACER.
  - CEILING JOIST @ 24" O.C., FOR CLEARANCES LARGER THAN 12' **CEILING JOIST SHALL BE @ 16" O.C.**
  - INSTALL BOOT TIES IN EVERY CORNER OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME

ALL EXTERIOR CEILING COVERINGS:

- 3/8" CD EXTERIOR PLYWOOD FOR PORCH CEILINGS.

ALL INTERIOR WALL & CEILING COVERINGS.

- ½" SHEETROCK FINISHED AS PER SPECS.
- ½ "DAMP RESISTANT SHEETROCK FOR BATH AREAS.

ALL INTERIOR CEILINGS SHALL HAVE ORANGE PEEL TEXTURE. ALL INTERIOR WALL SURFACESS SHALL HAVE ORANGE PEEL TEXTURE.

ALL EXTERTIOR TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF:(SLOPE=5/12)

ROOF SHALL HAVE:

- A HIP/GABLE STYLE ROOF WITH 16" OVERHANGS.
- A HIP/GABLE STYLE FRONT PORCH AS PER PLANS.
- PORCH COLUMNS MUST BE FASTENED TO CONCRETE.
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS.
- SHINGLES TO BE OF LIGHT COLOR **(no black shingles)**

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:

- A FRONT PORCH FLOOR.
- A SIDE/BACK PORCH FLOOR.

PROVIDE RAMP & (2)-HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS

6. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN **R-49 FACTOR.** (need a combined R-30 & R-19 to meet requirement)
- HAVE RULER INSTALLED FOR EVER 300 SQUARE FEET BEFORE FRAMING AND ROUGH-IN INSPECTION IS SCHEDULED.
- **INFILTRATION FOAM** SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS.
- ALL PERIMETER WALLS WITH **R-15 F.G. BATT.**
- ALL EXTERIOR PIPES EXPOSED TO WEATHER.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.

ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS) WITH PAINT ***COMPARABLE IN QUALITY TO SHERWIN WILLIAMS.*** *ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).*

8. EXTERIOR FINISH:

PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT ***COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. PRIMER TO BE OIL BASED & PAINT MUST BE EQUIVALENT TO A-100.*** *(2 COLOR CHOICE MIN).*

9. SIDING:

THE SIDING SHALL BE 5/16" FIBER CEMENT WITH ALL CEDAR TRIM TO ENTIRE HOUSE.

10. WINDOWS:

SHALL BE NEW LOW "E" DOUBLE PANE INSULATED ALUMINUM WINDOWS, SIZE AS PER PLAN. KEEP LABELS ON WINDOWS UNTIL FINAL INSPECTION HAS BEEN CLEARED.

11. CABINETS GENERAL:

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:

- A RANGE CABINET.
- A KITCHEN/ BATHROOM **FORMICA COUNTER TOP** OF MATCHING COLOR.

BUILD AND / OR INSTALL A NEW VANITY CABINET (IF APPLICABLE) FOR BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK, AND WALLS. ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.

13. ELECTRICAL GENERAL

ALL ELECTRICAL INSTALLATIONS & WORK AS PER ELECTRICAL CODE WITH THE FOLLOWING CONDITIONS:

- PROVIDE RANGE OUTLET AS PER OWNER'S REQUEST.
- PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
- (2) 52" CEILING FANS (CEILING HUGGER STYLE) **COMPARABLE IN QUALITY** TO THE "HUNTER" BRAND, THE CONTACTOR SHALL ALLOW $120.00 FOR MATERIAL & LABOR, LOCATON AS PER OWNER REQUEST.
- INSTALL GFCI OUTLETS IN BATHROOMS, KITCHEN, AND EXTERIOR WALLS.
- EACH ELECTRICAL PANEL OR BREAKERBOX, LIGHT SWITCH, & THERMOSTAT NO HIGHER THAN 48" ABOVE FLOOR
- EACH ELECTRICAL PLUG TO BE 15" ABOVE THE FLOOR
- ANY OUTLETS WITHIN 6' FROM KITCHEN OR BATHROOM SINKS MUST BE GFCI

14. RANGE HOOD:

INSTALL A RANGE HOOD TO FIT OWNER'S RANGE SIZE (30" OR 36") AND VENT TO EXTERIOR.

15. BATHROOM ACCESSORIES:

ALL ACCESSORIES & MEDICINE CABINETS AS PER SPECS. INCLUDE CURTAIN ROD & PLASTIC RETAINING DAM TO HELP PREVENT WATER FROM ESCAPING SHOWER. INSTALL PEDESTAL SINK AND CABINET ABOVE TOILET. (ALSO INCLUDE TOILET PAPER, TOOTHBRUSH, AND SOAP HOLDER.)

16. ACCESS FOR PHYSICAL DISABILITIES:

INSTALL ONE CONC. RAMP AS PER OWNERS REQUEST THAT CONNECTS WITH 12 X 25 DRIVEWAY AND STEPS WITH HANDRAILS

BATHROOM SHOULD ACCOMMODATE GRAB BARS WHERE INDICATED IN PLANS

17. HEATING & A/C:

PROVIDE & INSTALL A ***16 SEER CENTRAL*** *AIR CONDITIONING* ***COMPARABLE IN QUALITY*** *TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INCLUDE DIGITAL THERMOSTAT.*

18. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING ROOM, OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES.

19. GENERAL NOTES.

CONTRACTOR IS RESPONSIBLE FOR:

- YOU'RE BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THIS PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHECK & ENERGY COMPLIANCE REQUIREMENTS.
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE.
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE 6" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND /OR GAS CONNECTIONS FOR RANGE AS PER APPICANT'S REQUEST AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICAL CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EVERY BDRM & LIVING SPACE. KITCHEN PHONE IF REQUESTED.
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE HOUSE.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMTIS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS THAT ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS.
- MINIMUM 12x-25 CONC. DRIVEWAY WITH CONNECTING SIDEWALK TO RAMP FOR HANDICAP APPLICANTS.
- ALL THE GENERAL INFORMATION CONTAINED WITHIN **SECTION 23. GENERAL NOTES** OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE
- CONTRACTOR IS RESPONSIBLE FOR SUPPLYING PORT A POTTY TRHOUGHOUT CONSTRUCTION PROCESS ***(demo to final inspection)***
- SHOWER ENTRANCES TO BE 36" WIDE
- ALL UCP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §2306.514

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE THE BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIMITED TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO BE CONNECTED TO THE NEW DWELLING.

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

Paulina Vasquez

NAME OF APPLICANT

NAME OF CO-APPLICANT

TIME TABLE

ACTIVITY	DATE(S)
Contract Signing	January 20, 2015
Demolition	January 29, 2015
Construction Start	January 30, 2015
Anticipated Draws	After 50% construction completion After 100% construction completion 30 days after construction completion
End Construction	April 29, 2015

BUDGET

	Total Cost
Pre-Development	$ 0.00
Acquisition	$ 0.00
Demolition/Construction	$49,800.00
Other Costs:	$ 0.00
TOTAL PROJECT COSTS	$49,800.00

EXHIBIT "C"
SPECIAL CONDITIONS

None.

AI -48074 **Urban County** **14. B.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Olga Lerma, URBAN COUNTY **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Authorization to proceed with Condemnation Proceedings on Parcel #34 for the Delta Area Connector/ East Lateral Drain Project

BACKGROUND

The acquisition of this parcel is necessary for the Delta Area Connector/East Lateral Drainage Project.

Fiscal Impact

Attachments

Offer Letter for Parcel #34
Appraisal Report for Property
Letter to UCP for recommendation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/15/2015 10:25 AM
Purchasing Department	Monica Badillo	01/16/2015 06:31 PM
Form Started By: Olga Lerma		Started On: 01/12/2015 03:29 PM
Final Approval Date: 01/16/2015		

RGV RIGHT-OF-WAY
SERVICES, LLC

P.O. Box 720431
McAllen, TX 78504

956-630-9401 Office
956-682-0566 Fax
rgvrow@gmail.com

Date: March 10, 2014

County: Hidalgo
Federal Project No.: N/A
Highway: Between Mile 2 West & Mile 1 West Rd.

ROW GLO: 12-406-000-6453/DRS 210068
Parcel: 34
From: 0.25 South of Mile 13 North Road
TO: 0.75 Miles North of Mile 19 North Road

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
NO. 7008 0150 0001 4225 3536

Mary Jane Malone, Rita Kay Jeter, Paul Lawrence Pracht,
Patrick Ernest Pracht, Thomas Allen Pracht, Frances Louise
Getzinger and Paula Jane Munoz
1704 Classen
Wichita, Kansas 67216

Dear Sir/Madam,

In acquiring property for the Drainage system of the County of Hidalgo (the "County") in conjunction with Disaster Recovery Entitlement Grant follows a definite procedure for appraising the land needed and for handling personal negotiations with each owner. As has been or will be explained by the County's negotiator, Daniel G. Rios, a portion of your property located to the rear of your land, as described in the enclosed property description, is to be acquired for the construction or improvements of the above-referenced Drainage project.

We believe at this stage of the purchase process it is mutually beneficial to confirm that, based on an appraisal, the Hidalgo County Commissioners' Court has authorized me to make an offer to you in the amount of $69,657.00 for your property, which includes $60,669.00 for the property to be purchased and $8,988.00 for damages/improvements to your remaining property. This amount is the total amount of just compensation for all interests in the portion of your property to be acquired, as determined in accordance with State law, less oil, gas and sulphur, subject to clear title being conveyed to the County. In accordance with State law, it is the policy of the County to negotiate with the fee owner(s) of the real property with the understanding that you will, in turn, negotiate with any lessee or other party who may own any interest in the land or improvements, with the exception of public utility easements, which will be handled separately by the County.

This offer to purchase includes the contributory values of the improvement(s) listed below, which are considered to be part of the real property. Since the improvement(s) must be removed, it is the policy of the County to permit owners who convey voluntarily to the County to thereafter retain the improvement(s), if they wish to do so. The retention values shown below are the estimated amounts the improvement(s) would bring if sold on public bids. If you wish to retain title to any of the following improvement(s) and remove it (them) from the right of way, the amount of the above offer must be reduced by the appropriate retention amount(s). This option to retain the improvement(s) does NOT apply should it become necessary for the County to acquire the real property by eminent domain.

Improvement	Total Amount
Agricultural Tile Drainage ($1,500.00/acre x 5.992 Acres)	$8,988.00

If you wish to accept the offer based upon this appraisal, please contact **Daniel G. Rios** as soon as possible, at **(956) 630-9401**, so that the process of issuing your payment may be started. **If you are not willing to accept this offer, you may submit a written request for administrative settlement/counteroffer, setting forth a counteroffer amount and the basis for such amount, provided such settlement request is received in writing within 30 days from the date of this letter.** *Please note that your opportunity to submit an administrative settlement shall be forfeited if such a settlement request is not received by the Department within the 30 day time deadline.*

In the event the condition of the property changes for any reason, the County shall have the right to withdraw or modify this offer.

After the date of payment of the purchase price, or the date of deposit in court of funds to satisfy the award of compensation as determined through eminent domain proceedings to acquire real property, you will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the property for the use by the County of Hidalgo. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the real property to the County and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. You may file a written request for review if you believe that the County failed to properly determine the eligibility for, or the amount of, incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the claim must be filed with this office within six months after you are notified of the County's determination on any claim for reimbursement.

You may be entitled to additional payments and services under the County's Relocation Assistance Program. It is emphasized, however, that any benefits to which you may be entitled under this program will be handled entirely separate from and in addition to this transaction. You will receive a brochure entitled *"Relocation Assistance"* which will inform you of eligibility requirements, payments and services which are available.

You have the right to discuss with others any offer or agreement regarding the County's acquisition of the subject property, or you may (but are not required to) keep the offer or agreement confidential from others, subject to the provisions of Chapter 552, Government Code (the Public Records Act) as it may apply to the Department.

Attached is a copy of the Texas Department of Transportation brochure entitled *"Right of Way Purchase"* which we trust will give you a better understanding of the procedures followed by the County in purchasing property. We respectfully request the opportunity to meet with you or to otherwise discuss and answer any questions you may have regarding the details of the type of facility to be built, or concerning the County's offer or proposed purchase transaction. Also, please do not hesitate to contact me at the telephone number provided above regarding any questions you may have.

Please see the enclosed copy of the Texas Landowner Bill of Rights.

Finally, we enclosed copies of all appraisal reports relating to your property being acquired which were prepared in the ten (10) years preceding the date of this offer and produced or acquired by the Department, including the appraisal on which this offer is based.

Sincerely,

Daniel G. Rios, President
RGV Right-of-Way Services, LLC
Right of Way Agent

ENCLOSURES:
Appraisal Report(s)
Landowner Bill of Rights
Brochure ("Right of Way Purchase")
Relocation Assistance

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mary Jane Malone et al
1704 Classen
Wichita, Kansas 67216

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery
3/13/14

D. Is delivery address different from item 1?
If YES, enter delivery address below:
☐ Yes
☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number
(Transfer from service label) 7008 0150 0001 4225 3536

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

RGV RIGHT-OF-WAY SERVICES, LLC

P.O. Box 720431
McAllen, TX 78504

956-630-9401 Office
956-682-0566 Fax
rgvrow@gmail.com

Date: April 2, 2014

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
NO. 7008 0150 0001 4225 3727

Mary Jane Malone, Rita Kay Jeter, Paul Lawrence Pracht,
Patrick Ernest Pracht, Thomas Allen Pracht, Frances Louise
Getzinger and Paula Jane Munoz
7818 West Westlawn CT
Wichita, Kansas 67212

RE: Delta Area Connector/East Lateral
Drainage Improvement Project
Parcel # 34
GLO # 12-406-000-6453/DRS 210068

Dear Sir/Madam,

This letter is to follow up the initial offer letter sent to you on behalf of the County of Hidalgo and the Hidalgo County Urban County Program via certified mail, dated March 10, 2014. Please indicate if you would like to accept this offer or would like to submit a counter-offer for consideration by the Hidalgo County Urban County Program.

We would request that you complete the section below by initialing next to the statement of your choice. We suggest that you make a copy for your records and we further request that you mail the original to our office in the enclosed stamped and addressed envelope. Please do not hesitate to contact my office with any questions at rgvrow@gmail.com or 956-630-9401.

Respectfully,

Daniel G. Rios, President
RGV Right-of-Way Services, LLC

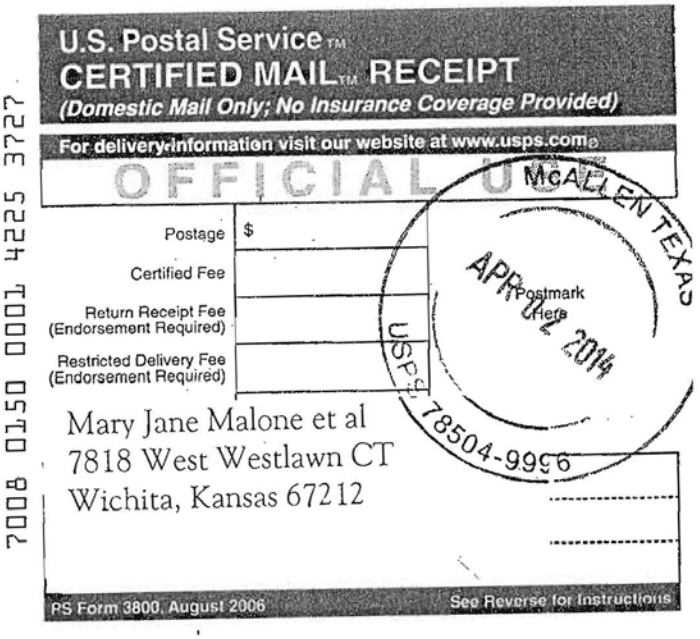
Offer Amount:	5.992 acres at $10,125.00 per acre	$60,669.00
	Damages/Improvements	$8,988.00
	TOTAL OFFER AMOUNT	**$69,657.00**

_____ I accept the offer and would like to begin the sale and closing process.

_____ I do not accept the offer; the amount requested is _____.

_____ _____

Signature Signature



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7008 0150 0001 4225 3727

Mary Jane Malone et al
7818 West Westlawn CT
Wichita, Kansas 67212

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mary Jane Malone et al
7818 West Westlawn CT
Wichita, Kansas 67212

East Lateral

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Mary Malone ☐ Agent ☒ Addressee

B. Received by (Printed Name) MARY MALONE
C. Date of Delivery 4-5-14

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7008 0150 0001 4225 3727

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

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: July 9, 2014

County: Hidalgo
Federal Project No.: N/A
Highway: Between Mile 2 West & Mile 1 West Rd.

ROW GLO: 12-406-000-6453/DRS 210068
Parcel: 34
From: 0.25 South of Mile 13 North Road
TO: 0.75 Miles North of Mile 19 North Road

VIA FACSIMILE (956) 618-3357

Mary Jane Malone, Rita Kay Jeter,
Paul Lawrence Pracht, Patrick
Ernest Pracht, Thomas Allen Pracht
and Frances Louise Getzinger

c/o Mr. Luis Cardenas
Escobedo Tippit & Cardenas, LLP
3900 N. 10th St., Suite 950
McAllen, TX 78501

VIA OVERNIGHT DELIVERY

Paula Jane Munoz
1330 S. Bleckley
Wichita, KS 67218

Dear Sir/Madam,

In acquiring property for the Drainage system of the County of Hidalgo (the "County") in conjunction with Disaster Recovery Entitlement Grant follows a definite procedure for appraising the land needed and for handling personal negotiations with each owner. As has been or will be explained by the County's negotiator, Daniel G. Rios, a portion of your property located to the rear of your land, as described in the enclosed property description, is to be acquired for the construction or improvements of the above-referenced Drainage project.

We believe at this stage of the purchase process it is mutually beneficial to confirm that, based on an appraisal, the Hidalgo County Commissioners' Court has authorized me to make an offer to you in the amount of $69,657.00 for your property, which includes $60,669.00 for the property to be purchased and $8,988.00 for damages/improvements to your remaining property. This amount is the total amount of just compensation for all interests in the portion of your property to be acquired, as determined in accordance with State law, less oil, gas and sulphur, subject to clear title being conveyed to the County. In accordance with State law, it is the policy of the County to negotiate with the fee owner(s) of the real property with the understanding that you will, in turn, negotiate with any lessee or other party who may own any interest in the land or improvements, with the exception of public utility easements, which will be handled separately by the County.

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Improvement	Total Amount
Agricultural Tile Drainage ($1,500.00/acre x 5.992 Acres)	$8,988.00

If you wish to accept the offer based upon this appraisal, please contact **Daniel G. Rios** as soon as possible, at **(956) 630-9401**, so that the process of issuing your payment may be started. **If you are not willing to accept this offer, you may submit a written request for administrative settlement/counteroffer, setting forth a counteroffer amount and the basis for such amount, provided such settlement request is received in writing within 30 days from the date of this letter.** *Please note that your opportunity to submit an administrative settlement shall be forfeited if such a settlement request is not received by the Department within the 30 day time deadline.*

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RGV RIGHT-OF-WAY SERVICES, LLC

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You have the right to discuss with others any offer or agreement regarding the County's acquisition of the subject property, or you may (but are not required to) keep the offer or agreement confidential from others, subject to the provisions of Chapter 552, Government Code (the Public Records Act) as it may apply to the Department.

Attached is a copy of the Texas Department of Transportation brochure entitled *"Right of Way Purchase"* which we trust will give you a better understanding of the procedures followed by the County in purchasing property. We respectfully request the opportunity to meet with you or to otherwise discuss and answer any questions you may have regarding the details of the type of facility to be built, or concerning the County's offer or proposed purchase transaction. Also, please do not hesitate to contact me at the telephone number provided above regarding any questions you may have.

Please see the enclosed copy of the Texas Landowner Bill of Rights.

Finally, we enclosed copies of all appraisal reports relating to your property being acquired which were prepared in the ten (10) years preceding the date of this offer and produced or acquired by the Department, including the appraisal on which this offer is based.

Sincerely,

Daniel G. Rios, President
RGV Right-of-Way Services, LLC
Right of Way Agent

ENCLOSURES:
Appraisal Report(s)
Landowner Bill of Rights
Brochure ("Right of Way Purchase")
Relocation Assistance

EXTREMELY URGENT Please Rush To Addressee

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FROM: (PLEASE PRINT) PHONE (956) 630-4401

RGV Right-of-Way Services
PO Box 720431
McAllen, TX 78504

PAYMENT BY ACCOUNT (if applicable)

DELIVERY OPTIONS (Custom)

☐ SIGNATURE REQUIRED

Note: The mailer must check the "S... addressee's signature; OR 2) Purchases additional insur... Receipt service. If the box is not checked, the ... secure location without attemp...

Delivery Options

☐ No Saturday Delivery (deliv...

☐ Sunday/Holiday Delivery Requir...

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TO: (PLEASE PRINT) PH...

Paula Jane Munoz
1330 S. Bleckley
Wichita, KS

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78504	7-11-14	$ 19.99

Date Accepted (MM/DD/YY)	Scheduled Delivery Time	Insurance Fee	COD Fee
7-10-14	☐ AM ☐ PM	$	$

		Return Receipt Fee
☐ AM ☐ PM	☐ Loss Guarantee Only	$
	☐ Live Shipment	Total Postage & Fees $ 19.99
	Holiday Premium	Acceptance Employee Initials PJ

Employee Signature

Employee Signature

LABEL 11-B, JULY ... SN 7690-02-000-9996 3-ADDRESSEE COPY

UNCLAIMED

1st NOTICE 7-26
2nd NOTICE
RETURNED 7-29

NAME
1st Notice 8-1-14
2nd Notice
Return

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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 25, 2014

VIA FACSIMILE (956) 618-3361

Mary Jane Malone, Rita Kay Jeter,
Paul Lawrence Pracht, Patrick
Ernest Pracht, Thomas Allen Pracht
and Frances Louise Getzinger

c/o Mr. Luis Cardenas
Escobedo Tippit & Cardenas, LLP
3900 N. 10th St., Suite 950
McAllen, TX 78501

VIA OVERNIGHT DELIVERY

Paula Jane Munoz
1330 S. Bleckley
Wichita, KS 67218

County: Hidalgo
Federal Project No.: N/A
Highway: Between Mile 2
West & Mile 1 West Rd.

ROW GLO: 12-406-000-6453/DRS 210068
Parcel: 34
From: 0.25 South of Mile 13 North Road
TO: 0.75 Miles North of Mile 19 North Road

Dear Sir/Madam,

As you know, it is necessary for the County of Hidalgo (the "County"), to acquire property for the Drainage system which requires the purchase of the property referred to above. Inasmuch as negotiations to purchase this property have not been successful to date, a final offer is hereby submitted to you. According to authorization by the County, a total sum of **$69,657.00** is offered for the required property rights, save and except oil, gas and sulphur rights with no right of exploration on the above described property, subject to clear title being secured.

If you desire to accept this offer, please contact Daniel G. Rios at (956) 630-9401 as soon as possible. If this offer is not accepted within fourteen (14) days from the date of delivery of this letter, it will be considered as having been rejected.

RGV RIGHT-OF-WAY SERVICES, LLC

If you elect to reject this offer, eminent domain proceedings will be initiated by the County. Thereafter, the Court will appoint three disinterested real property owners who reside in the County to serve as Special Commissioners, a date will be set for a hearing and you will be notified of the time and place set for the hearing at which the Special Commissioners will hear the evidence presented and arrive at an award which will be filed with the Court. The County may then deposit the amount of the award with the Court, at which time the County will be entitled to take possession of the property involved. After the deposit is made, you may withdraw your share of the award. If the award exceeds the amount of any subsequent judgment, you are required to repay the County the excess amount and any excess amount not repaid to the County may be deducted from eligible payments, if any, due to you as the property owner under the County's Relocation Assistance Program. If either you or the County is dissatisfied with the amount of the Special Commissioners' award, objections may be filed within the time prescribed by law and the case subsequently tried before the Court as are other civil cases.

Sincerely,

Daniel G. Rios, President
RGV Right-of-Way Services, LLC
Right of Way Agent

RGV RIGHT-OF-WAY SERVICES, LLC

OFFER RESPONSE FORM:

County: Hidalgo
Federal Project No.: N/A
Highway: Between Mile 2 West & Mile 1 West Rd.

ROW GLO: 12-406-000-6453/DRS 210068
Parcel: 34
From: 0.25 South of Mile 13 North Road
TO: 0.75 Miles North of Mile 19 North Road

Property Owners:

Mary Jane Malone, Rita Kay Jeter, Paul Lawrence Pracht, Patrick Ernest Pracht, Thomas Allen Pracht and Frances Louise Getzinger

c/o Mr. Luis Cardenas
Escobedo Tippit & Cardenas, LLP
3900 N. 10th St., Suite 950
McAllen, TX 78501

Paula Jane Munoz
1330 S. Bleckley
Wichita, KS 67218

Offer Amount:	5.992 acres at $10,125.00 per acre	$60,669.00
	Damages/Improvements	$8,988.00
	TOTAL OFFER AMOUNT	**$69,657.00**

_____ I accept the offer and would like to begin the sale and closing process.

_____ I do not accept the offer; the amount requested is _____.

_____ _____
Signature Signature

_____ _____
Date Date

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FROM: (PLEASE PRINT) PHONE (956) 460-9401

RGV Right of Way Services
PO Box 720431
McAllen, TX 78504

PAYMENT BY ACCOUNT (if applicable)

DELIVERY OPTIONS (Customer Use Only)

☐ SIGNATURE REQUIRED

Note: The mailer must check the "Signature Required" box if the mailer: 1) Requires the addressee's signature; OR 2) Purchases additional insurance; OR 3) Purchases COD service; OR 4) Purchases Return Receipt service. If the box is not checked, the Postal Service will leave the item in the addressee's mail receptacle or other secure location without attempting to obtain the addressee's signature on delivery.

Delivery Options

☐ No Saturday Delivery (delivered next business day)
☐ Sunday/Holiday Delivery Required (additional fee, where available*)
*Refer to USPS.com® or local Post Office™ for availability.

TO: (PLEASE PRINT) PHONE ( )

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PO ZIP Code | Scheduled Delivery Date (MM/DD/YY) | Postage

Date Accepted (MM/DD/YY) | Scheduled Delivery Time ☐ AM ☐ PM | Insurance Fee $ | COD Fee $

Time Accepted ☐ AM ☐ PM | ☐ Loss Guarantee Only | Return Receipt Fee $

☐ Flat Rate | ☐ Live Shipment | Total Postage & Fees $

ozs. | ☐ Sunday/Holiday Premium | Acceptance Employee Initials

DESTINATION POSTAL SERVICE USE ONLY

Delivery Date (MM/DD/YY) 12-8-14 | Time 1750 ☐ AM ☐ PM | Employee Signature

Delivery Date (MM/DD/YY) | Time ☐ AM ☐ PM | Employee Signature

LABEL 11-B, JULY 2013 PSN 7690-02-000-9996 3-ADDRESSEE COPY

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UNITED STATES POSTAL SERVICE.

AFFIDAVIT OF SERVICE

PERSONAL COURIER SERVICE PACKAGE

Case Number: XXXX

Plaintiff:

vs.

Defendant:
PAULA JANE MUNOZ ET AL

For:
RGV RIGHT-OF-WAY SERVICES, LLC
P.O. BOX 720431
ALLEN, TX 78504

Received by ARISTOCRAT PROCESS SERVING/KIS on the 16th day of October, 2014 at 11:34 am to be served on **PAULA MUNOZ, 1330 S BLECKLEY, WICHITA, KS 67218.**

I, RICHARD MEEK-SPECIAL PROCESS SERVER, being duly sworn, depose and say that on the **16th day of October, 2014** at **12:22 pm, I:**

PERSONALLY SERVED by delivering a true copy of the PERSONAL COURIER SERVICE PACKAGE to: PAULA MUNOZ at the address of: **1330 S BLECKLEY, WICHITA, KS 67218.**

I certify that I am over the age of 18, have no interest in the above action, and am a process server in good standing in the judicial circuit in which the process was served. I declare under the penalty of perjury that the foregoing is true in substance and in fact to my best information and belief.

RICHARD MEEK-SPECIAL PROCESS SERVER

ARISTOCRAT PROCESS SERVING/KIS
115 E. Park St.
Ste. D
Olathe, KS 66061
(913) 780-2007

Our Job Serial Number: AIL-2014023637

Subscribed and Sworn to before me on the 17th day of October, 2014 by the affiant who is personally known to me.

NOTARY PUBLIC

JENNIFER GRUPP
Notary Public, State of Kansas
My Appointment Expires 4/29/18

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RGV ROW

From: WSP Server <DBSServer@dbsinfo.net> on behalf of Aristocrat Investigations, LLC <kyle@aristocratinvestigations.com>
Sent: Friday, October 17, 2014 9:15 AM
To: RGVROW@GMAIL.COM
Subject: AIL Status on (MUNOZ, PAULA)

To: RGV RIGHT-OF-WAY SERVICES, LLC

This is an automated message relating to:
Our Job Number: 2014023637
Your Reference Number:
Party to be Served: MUNOZ, PAULA
Case Info: Texas XXXX
vs.
PAULA JANE MUNOZ ET AL

Recipient was SERVED on Oct 16 2014 12:22PM
Type of Service: .PERSONAL

Documents: PERSONAL COURIER SERVICE PACKAGE

Original Service Address: PAULA MUNOZ, 1330 S BLECKLEY, WICHITA, KS 67218

Service Details: PERSONALLY SERVED by delivering a true copy of the PERSONAL COURIER SERVICE PACKAGE to: PAULA MUNOZ at the address of: 1330 S BLECKLEY, WICHITA, KS 67218.

Thank you,
Aristocrat Investigations, LLC
kyle@aristocratinvestigations.com
Phone: (913) 780-2007

More detailed status is available at www.servingprocess.com/login-2.html

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: (S/W) corner of Mile 15 North Road and Mile 1 Road West in Hidalgo County, Texas.	District: 21
Property Owner: Mary Jane Malone, et al	ROW CSJ: NA
Address of Property Owner: 7818 West Westlawn CT, Wichita, Kansas 67212	Parcel: 34
Occupant's Name: Vacant	Federal Project No: NA
Whole: ☐ Partial: ☒ Acquisition	Highway: Delta Area Connector East Lateral Drain County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulfur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is $69,657.00 as of October 21, 2013, based upon my independent appraisal and the exercise of my professional judgment; on October 21, 2013, (date)(s), I personally inspected in the field the property herein appraised; I afforded Mary Jane Malone, et al, the property owner or the representative (s) of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on February 19, 2014, I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of Hidalgo County Precinct #1 until authorized by County officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access of the parcel? No (yes or no)
2. If so, is the denial of direct access material? N/A (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of $0.00.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Leonel Garza III
Appraiser Signature

State Certified General Real Estate Appraiser – TX 1328375 – General
Certification Number

February 20, 2014
Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

District Reviewing Appraiser Date

* A 6 *

Certificate of Appraisal

This appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. The subject property was analyzed utilizing the Cost Approach to value, which is a Sales Comparison Approach to the subject as if vacant and includes the estimated depreciated market value of real estate improvements and site improvements located within the part to be acquired. This is further explained within each section of the appraisal report.

Client & Intended User

The client for this report is identified as Hidalgo County, under the direction of Hidalgo County Precinct No. 1 the Honorable County Commissioner A.C. Cuellar Jr. The part to be acquired is for the construction of a drainage canal which will traverse from north to south who's project limits are from just north of FM 1925 (Monte Cristo Road) to Mile 13 North Road all between Mile 1 West Road and Mile 2 West Road. The intended use of the report is to assist Commissioner A.C. Cuellar Jr., for future negotiations of acquiring a portion of said property as fee simple in the name of Hidalgo County Precinct No. 1. This report is not intended for any other use, unless specified by the client. The clients have identified that the report shall be a summary appraisal report, which is to conform to the ROW-A-6 Form Rev. 11/2011. The intended user of the report is defined as Hidalgo County Precinct No. 1, and may include governmental entities which may be participating in the project. Roy Gonzales shall be the project manager for this project under the direction of Hidalgo County Precinct #1. Mr. Gonzales has a local office located at 1902 Joe Stephens, STE. 101, Weslaco, Texas and can be contacted at (956) 969-8733.

Scope of the Assignment

By work order dated September 20, 2013 on behalf of the Hidalgo County, Hidalgo County Precinct #1, requested for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by Dos Land Surveying, LLC. located at 1002 E. Expressway 83 Weslaco, Texas. Leonel Garza III is the owner of Leonel Garza Jr. & Associates, LLC located at 1419 Dove Avenue, Suite 1, McAllen, Texas. The office of Leonel Garza Jr. & Associates has been in operation for over 30 years of which Leonel Garza III, became owner of the family operation in 1998. Creating Leonel Garza Jr. & Associates LLC, Leonel Garza III specializes in right-of-way acquisition field for over 14 years. Various right-of-way projects have been performed in the following County's: Cameron County, Hidalgo County, Starr County, Zapata County, Webb County, Nueces County and Brooks County.

The scope of the assignment is to appraise the area as fee simple in its present "as is condition" subject to governmental regulation, and in terms of a cash transaction. In addition, the scope is requiring the appraiser to make the extraordinary condition that the subject property is free from contamination of which could affect the overall market value of the subject property as a whole and the part to be acquired. The property owner shall be sent a letter of intent to inspect the subject property and offer any additional inspections on-site and in the presence of the owner(s) and or owner(s) representative (as requested in writing). In the event access is not granted to enter the subject area, the appraiser is to proceed off-site along existing road right-of-way as indicated by survey. The scope of the assignment requires that comparable market sales within the area be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The sales have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. Listings and sales along Mile 2 North Road were also reviewed in order to determine the current market asking prices for property along the project. The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection without project influence as indicated by scope. The inspection is limited by the permissibility of the subject owner as per date of report. In the event an on-site inspection was not permitted, the appraiser continued the inspection off-site along existing road right of way. The property owner shall always reserve the right for a re-inspection of the subject parcel at a later date if requested in writing.

Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determine the value of the proposed right-of-way to be acquired, in the name of Hidalgo County Precinct No. 1. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases (mineral and or ground lease), or operating agreements and project influence (if any exist). The area to be acquired may contain personal property items which are not compensable and or may be handled through the Texas Department of Transportation Relocation Program. These items deemed compensable shall be included within the body of the report and itemized for clarity by the appraiser. Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the corresponding Appraisal District and or by off-site estimation by appraiser as they are not affected by the acquisition.

Property Rights Appraised

The property rights being appraised in this report consist of the fee simple estate and easement valuation of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fifth Edition, copyright 2010, page 78, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." In addition to the valuation of fee simple, the scope of the assignment is to evaluate the subject as an "Easement". According to the Dictionary of Real Estate Appraisal "An easement is the conveyance of certain property rights, but not ownership, to a parcel of real estate." By definition, the ownership of real estate is endowed with a bundle of rights. If there are any questions or concerns as to this definition of fee simple estate or easement, please feel free to contact Leonel Garza III at (956) 687-7295 or leonel3@garza-associates.com for further explanation.

Accessibility

As per scope of the assignment, the subject property shall be inspected in order to verify any and all improvements affected by the part to be acquired. In the event the remainder after the acquisition is affected by the proposed acquisition the remainder shall be inspected in order to determine damages (diminution) to market value if any exist. The property owner of record shall be sent a letter of intent to inspect and offer the opportunity for an on-site inspection in the presence of the appraiser, Leonel Garza III. The owner of record, as per the Hidalgo County Appraisal District was sent a letter of intent to inspect the subject property on the week of October 4, 2013. A copy of the certified letter is located within the addenda of this report. In the event no written or verbal permission was granted to the office of Leonel Garza Jr. & Associates LLC prior to date of inspection, the inspection proceeded off-site along existing road right-of-way as per scope. The property owner shall always reserve the right to contact the office of Leonel Garza Jr. & Associates LLC (956) 687-7295 or leonel3@garza-associates.com, after the date of inspection for an additional on-site inspection in their presence with appraiser, Leonel Garza III.

Analysis of Subject As A Whole

A survey of the property owners entire tract was not performed as the part to be acquired incorporates a portion of land located along the southern frontage of Mile 15 North Road. As per scope of the assignment, the subject property shall be analyzed based on the combined information of several sources including, the survey provided, on-site and or off-site inspection, personal interviews, and information gathered from the local appraisal district. The property was analyzed based on the whole property less any existing road right-of-way. Based on the inspection of the subject property and the evaluation of the subject as a whole, the remainder shall not be affected by the part to be acquired and therefore shall not be included within the valuation of this report.

Economic Unit Analysis

The subject property shall be analyzed based on a 40.00 acre tract of land as indicated by survey. The area for the subject property as a whole is indicated as per survey provided by Dos Land Surveying, LLC. dated September 19, 2013. The comparable sales used for the analysis of the subject property as whole and as the partial acquisition indicated a range of economic units of 14.150 acre to 38.70 acres. These indicated economic unit values are used for the valuation of the proposed acquisition as the part to be acquired does not constitute an economic unit. Therefore, the pro-rata part of the whole is applied as the market valuation of the part to be acquired.

Part To Be Acquired

The proposed acquisition is comprised of fee land in which the gross land area to be acquired is 6.441 acres (±280,573 square feet). The proposed acquisition has approximately 215.00' lineal feet along the south line of Mile 15 North Road as per survey. In addition the area to be acquired includes a 0.449 acres within an existing Hidalgo and Cameron Counties Water Control and Improvement District No. 9 easement. As per client this area shall be transferred to Hidalgo County by the Delta Lake Irrigation District and therefore shall not be included for compensation. Therefore, the net land area to be acquired is 5.992 Acres. The proposed acquisition, which is the subject of this report, shall be evaluated as part of a whole tract as determined by the approaches to market value selected. The subject shall be valued based on the highest and best use as agricultural farm tract. This highest and best use is further explained on page 3.1 of this report.

To Be Acquired (Net)	**5.992 Acres**

Legal Description: Part To Be Acquired

A 6.441 acre (280,573 s.f.) tract of land out of that certain 40.00 acre tract of land, conveyed to Mary Jane Malone, et al, as recorded in Document No. 1051583, of the official records of Hidalgo County (H.C.O.R.), Texas, also out of Farm Tract 2102, of the North Capisallo District Subdivision, as recorded in Volume 2, Pages 7-20, of the map records of Hidalgo County (M.R.H.C.), Texas.

Remainder Before & After Acquisition

The remainder, before and after the acquisition, is defined as the partial acquisition subtracted from the whole property which is described as the subject property. It is determined at the time of appraisal whether or not damages to the remainder are caused by the proposed part to be acquired. The highest and best use of the subject property before and after the proposed partial acquisition is analyzed to determine whether or not the use of the subject property will be altered as a result of the proposed part to be acquired. Based on the limited area to be acquired, the remainder before and after shall have a similar highest and best use and therefore, no diminution (damage) to the remainder is indicated.

Property Tax Data

The property tax assessment was reviewed online and can be accessed via www.hidalgoad.org. According to the information provided by the Hidalgo County Appraisal District located at located at 4405 S. Professional Dr., Edinburg, Texas, the subject property was indicated to be under the ownership of Mary J. Malone and Rita K. Jeter. This was found under the tax account N3400-00-000-2102-00.

OWNER OF RECORD	MARY J. MALONE & RITA K. JETER
PROPERTY TAX IDENTIFICATION NO.	245988
IMPROVEMENT VALUE	$0
LAND VALUE	$120,000
AGRICULTURAL VALUE	$17,120
ASSESSED VALUE	$17,120
EXEMPTIONS	

General Site Assessment Statement

This appraiser has made an off-site inspection of the subject property, and no obvious adverse environmental concerns or potentially hazardous materials were observed. This appraiser is not qualified to make a detailed environmental study and highly recommends that an inspection be made by a qualified environmental engineer if any environmental concerns exist. Leonel Garza Jr. & Associates LLC has performed this appraisal report under the hypothetical condition and extraordinary assumption that the subject property has not experienced any adverse environmental concerns which may influence its marketability and or value. A survey of the remainder of the subject property was not provided or necessary due to the acquisition being a partial taking. The extraordinary assumption is that neither adverse easements nor encroachments are located within the subject property which would affect the value of the whole, part to be acquired and the remainder before and after the acquisition. In addition, the subject property was observed to be generally level and typical of the surrounding market area. No severe low lying areas were observed, however, this appraiser is not an engineer and cannot certify to the topography or drainage of the subject property.

Utility Services

The subject is located in a region, which contains, potable water, electricity, cable, and phone service, which is typical of the market area. The client, as per previous agreement with the public utility provider, informed the appraiser that all private utilities will be relocated, if affected by the part to be acquired and all necessary reconnections will be the responsibility of the utility provider. As such said relocation and reconnection cost shall not be included in the valuation of the part to be acquired.

Personal Property

As per scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the acquisition shall be included for compensation, unless it was determined by the appraiser that these items shall be affected or damaged by the proposed acquisition. In the event the selected items are determined to be compensable, then they shall be included within the cost approach section of this report. A value which shall be either the cost to cure and or the cost of replacement shall be delineated for each item for clarity.

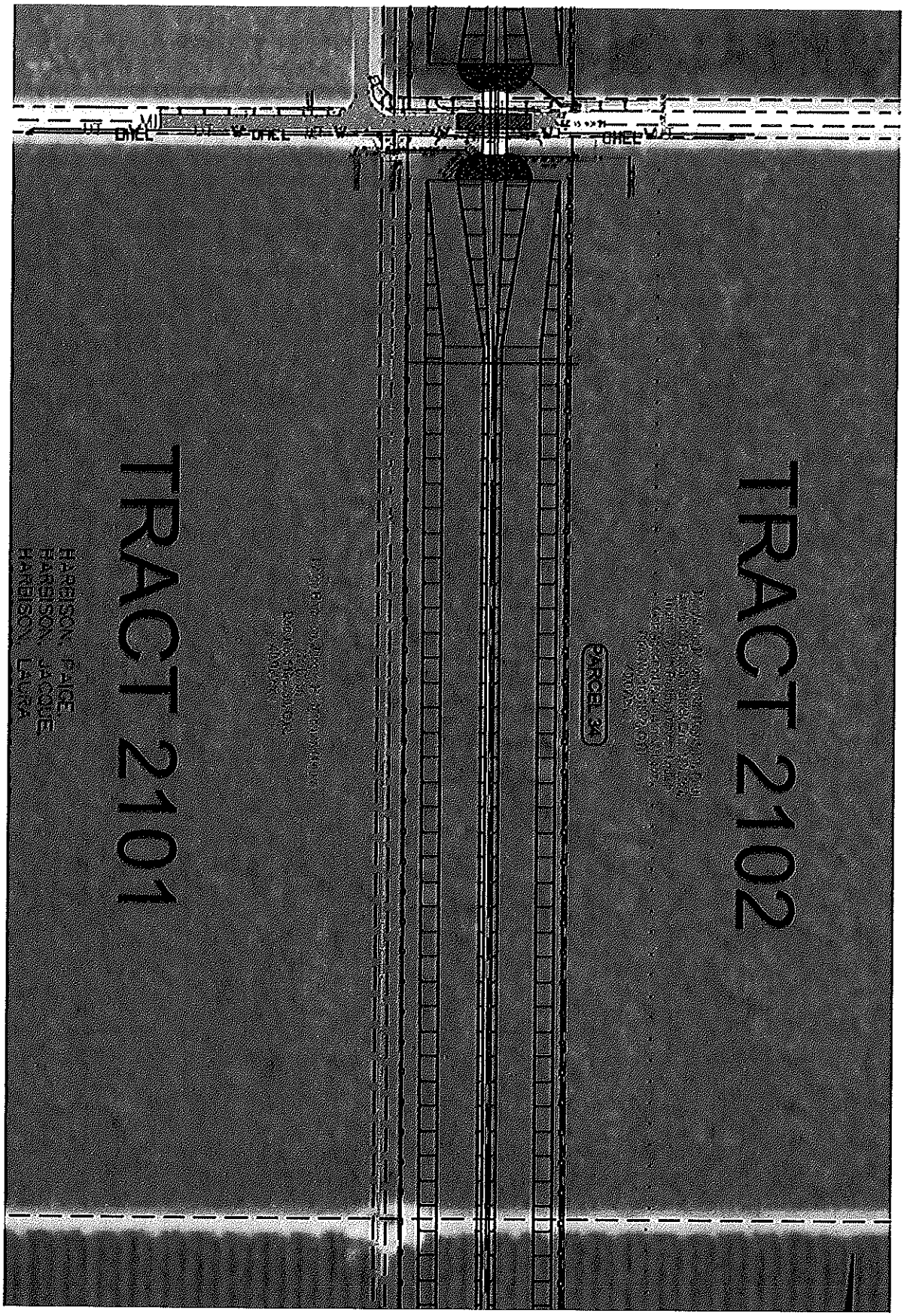
Current Listing Status

Based on the off-site inspection of the subject property no visible "For Sale" signs were located on-site indicated the subject property listed for sale. Additional research was conducted with local Realtor's® Multiple Listing Services and the subject property was not listed.

Exposure Time

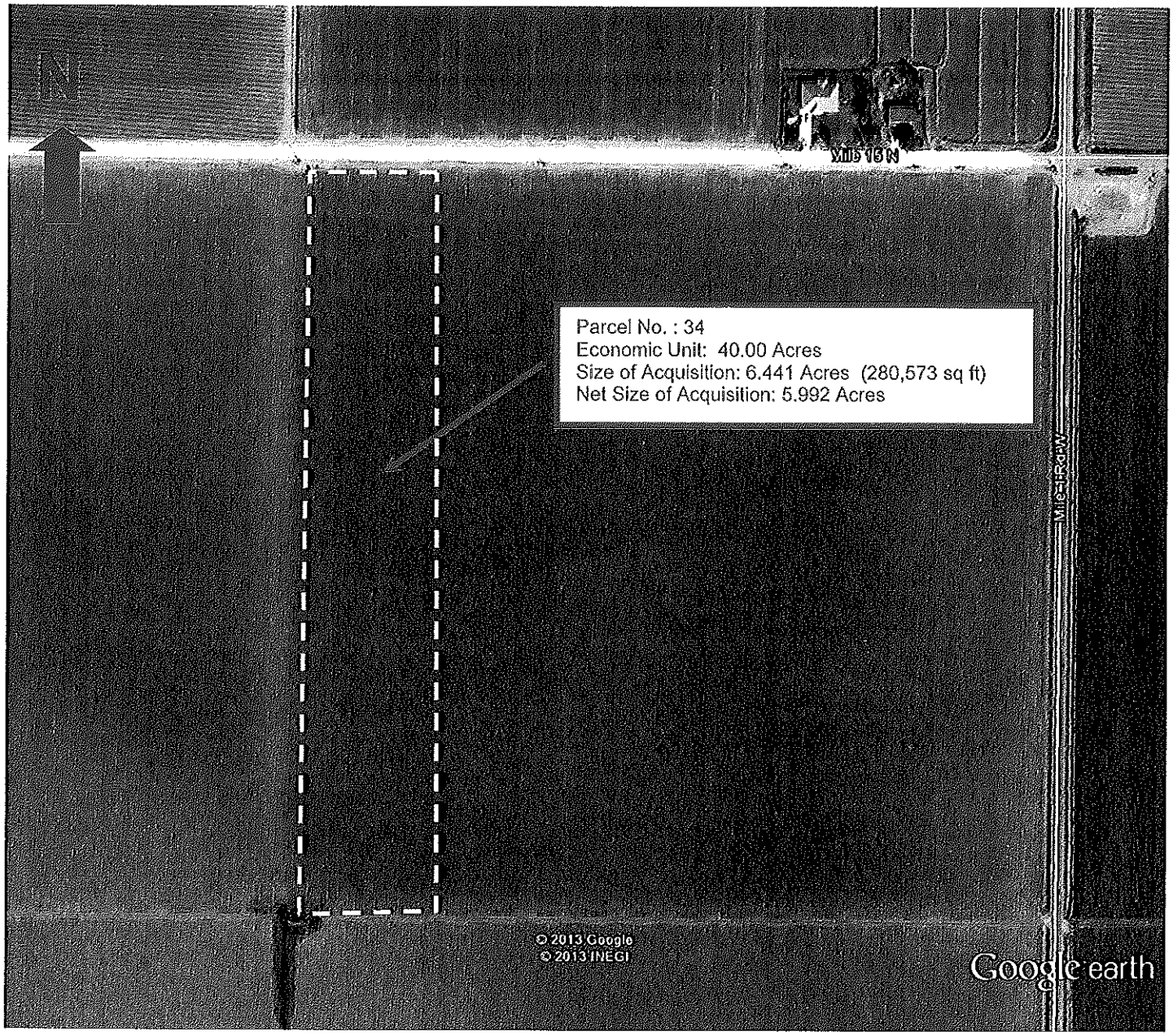
Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, an indicated twelve (12) months exposure time is indicated for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during our sales search for comparables similar to the subject property.

LOCATION MAP OF SUBJECT PROPERTY



AERIAL PHOTOGRAPH OF SUBJECT PROPERTY

www.googleearth.com



Dos Land Surveying, LLC

STATE OF TEXAS
COUNTY OF HIDALGO

EXHIBIT "A"
EAST LATERAL DRAINAGE
RIGHT OF WAY-PARCEL 34

BEING A 6.441 ACRE (280,573 S.F.) TRACT OF LAND OUT OF THAT CERTAIN 40.00 ACRE TRACT OF LAND, CONVEYED TO MARY JANE MALONE, ET AL, AS RECORDED IN DOCUMENT NO. 1051583, OF THE OFFICIAL RECORDS OF HIDALGO COUNTY (H.C.O.R.), TEXAS, ALSO OUT OF FARM TRACT 2102, OF THE NORTH CAPISALLO DISTRICT SUBDIVISION, AS RECORDED IN VOLUME 2, PAGES 7-20, OF THE MAP RECORDS OF HIDALGO COUNTY (M.R.H.C.), TEXAS, SAID 6.441 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod with cap stamped "DLS BNDRY MKR" (hereinafter referred to as "with cap") set on the south right-of-way line of Mile 15 North Road (30.00' right-of-way width), same being at common corner said subject 40.00 acre tract and that certain 40.00 acre tract of land (Tract 1) conveyed to Paige Harbison Saenz, et al, as recorded in Document 1196838, (O.R.H.C.), Texas, for the northwest corner of this parcel, from which the common corner of Farm Tracts 2137, 2138, 2101 and 2102, bears, North 01°13'03" West, a distance of 15.00 feet to a 5/8 inch rod with cap;

THENCE, North 88°46'57" East, along the south right-of-way line of Mile 15 North Road, a distance of 215.00 feet to a 5/8 inch iron rod with cap set for the northeast corner of this parcel;

THENCE, South 01°13'03" East, across said subject 40.00 acre tract, running parallel with the common boundary line of said Farm Tract 2102 and Farm Tract 2101, a distance of 1305.00 feet to a 5/8 inch iron rod with cap set on the common boundary line of said subject 40.00 acre tract and that certain 25.00 acre tract conveyed to Paige Harbison Saenz, et al, as recorded in Document No. 1196838 (O.R.H.C.), Texas, for the southeast corner of this parcel;

THENCE, South 88°46'57" West, along the common boundary line of said subject 40.00 acre tract and said 25.00 acre tract, a distance of 215.00 feet to a 5/8 inch iron rod with cap set at the common corner of said Farm Tracts 2101, 2102 and 2103, 2100, for the southwest corner of this parcel;

THENCE, North 01°13'03" West, along the common boundary line of said subject 40.00 acre tract and said 40.00 acre tract (Tract 1), a distance of 1305.00 feet to the **POINT OF BEGINNING** of the herein described tract of land, containing the amount of 6.441 acres (280,573 S.F.), of which 0.449 acres (325 S.F.) fall within the Hidalgo and Cameron Counties Water Control and Improvement District No. 9 pipeline easement (30.00' wide), leaving a net area of 5.992 acres (261,012 S.F.), more or less.

1002 E. Expressway 83 Weslaco, Texas 78596♦ Phone: 956.969.4183♦ Fax: 956.447.8194

Bearings are Grid North, based on the Texas State Plane Coordinate System, South Zone (4205), NAD 83.

A survey plat of even date was prepared and is made a part of this metes and bounds description.

The deed of records for the subject tract is recorded in Document No. 1051583, (D.R.H.C.), Texas.

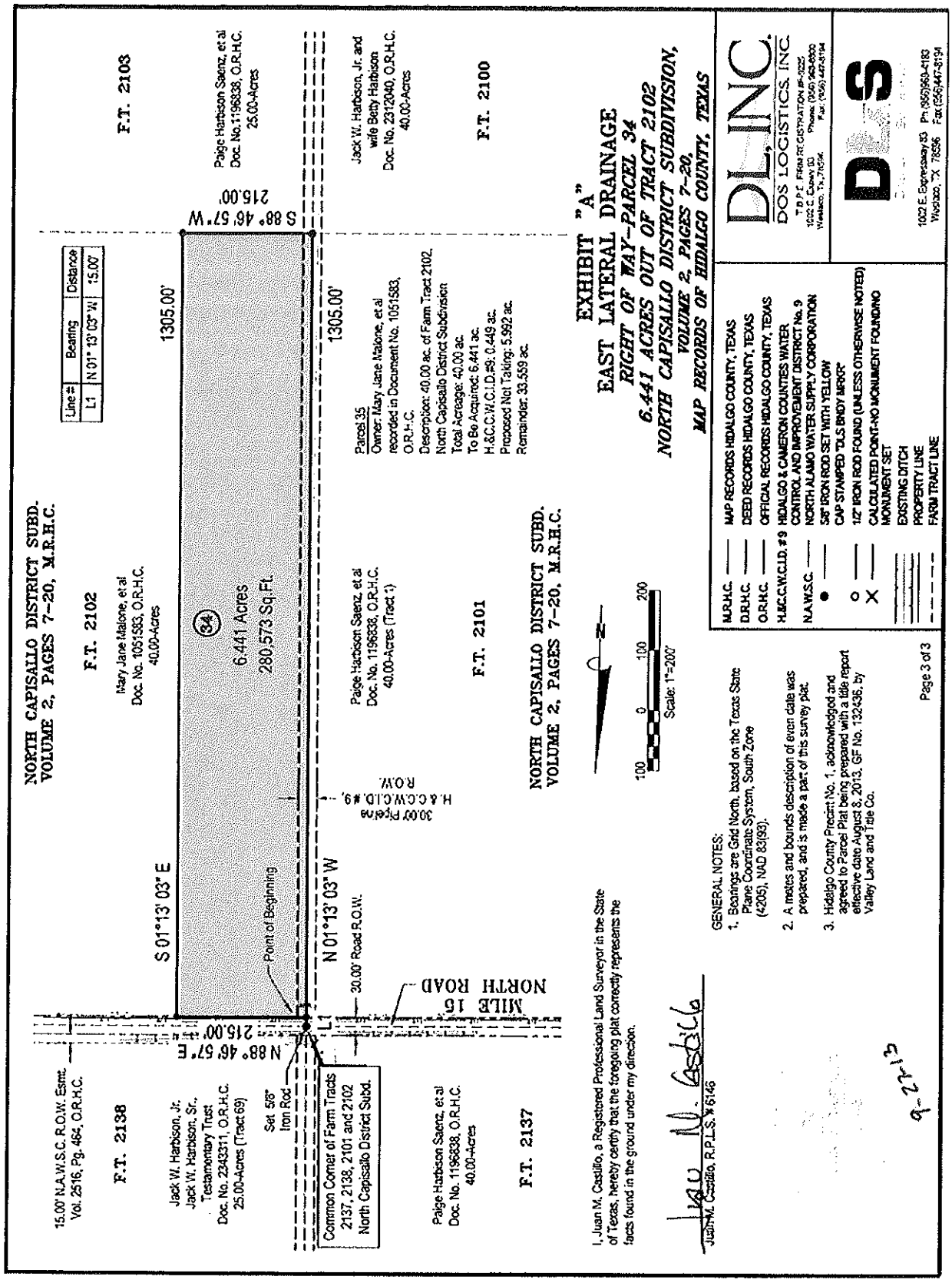
STATE OF TEXAS
REGISTERED
JUAN M. CASTILLO
6146
PROFESSIONAL
LAND SURVEYOR

9-27-13

Juan M. Castillo, R.P.L.S. No. 6146

1002 E. Expressway 83 Weslaco, Texas 78596♦ Phone: 956.969.4183♦ Fax: 956.447.8194

SURVEY OF PART TO BE ACQUIRED (Page 3 of 3)



BLUE HIGHLIGHT = NET LAND AREA TO BE ACQUIRED IN FEE SIMPLE
YELLOW HIGHLIGHT = EXISTING DITCH
ORANGE HIGHLIGHT =DRAINAGE DITCH EASEMENT

PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No.: 34

Local Address: (S/W) corner of Mile 15 North Road and Mile 1 Road West in Hidalgo County, Texas.

Date Taken: October 21, 2013

Taken By: Leonel Garza III

Point which taken: Photo 1: Mile 15 North Road
Photo 2: Mile 15 North Road

Looking: Photo 1: South Eastern View
Photo 2: Southern View

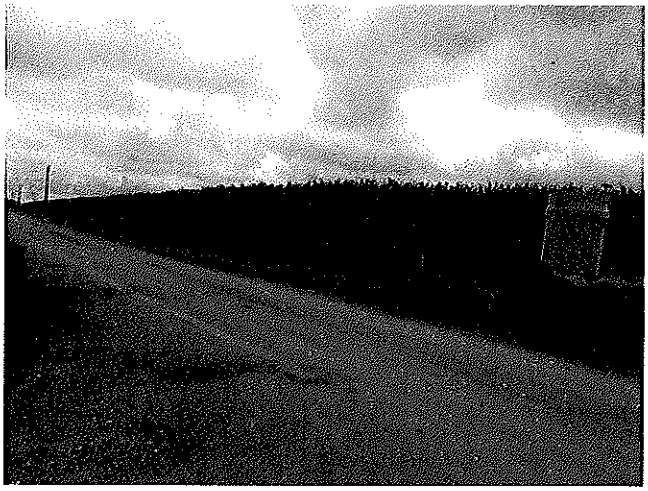


Photo 1
View of the subject area along Mile 15 North Road.

Photo 2
View of the proposed acquisition area along Mile 15 North Road.

Point which taken: Photo 3: Mile 15 North Road
Photo 4: Mile 15 North Road

Looking: Photo 3: Western View
Photo 4: Eastern View

Photo 3
Street view.

Photo 4
Street view.

DESCRIPTION OF PROPERTY:

The subject is a 40.00 acre agricultural tract of land and consists of approximately 1,305.00' lineal feet along the southwestern boundary of Mile 15 North Road and Mile 1 Road West in Hidalgo County, Texas. The part to be acquired is located along the western boundary of the subject property and consist of 215.00' lineal feet of frontage along Mile 15 North Road and extends southerly 1,305.00' lineal feet. In addition, the area to be acquired includes 0.449 acres within Hidalgo and Cameron Counties Water Control and Improvement District No. 9 easement. This leaves a net acreage to be acquired as easement of 5.992 acres. As per scope of the assignment, the appraisal is to include only the net land area to be acquired as easement. Therefore, the subject of this report shall be valued based on the indicated 5.992 acres (Net) to be acquired as "easement" to be held in the name of Hidalgo County. Based on the on-site inspection of the subject property, it did not appear that any building or site improvements are located within the part to be acquired nor the remainder after. Therefore, the subject will be appraised as a vacant tract of land as per scope of the assignment. The scope of this assignment is to determine the market value of the part to be acquired as indicated by the survey provided by Dos Logistics, Inc., dated September 19, 2013. The area to be acquired shall consist of approximately 1,305.00' lineal feet along the existing pipeline easement, at a depth of 215.00' lineal feet on the south side boundary and a depth of 215.00' lineal feet on the north side boundary. The proposed acquisition area is indicated to be 6.441 acres. Said property is currently owned in "Fee Simple Estate" and therefore shall be valued at 100% of the market value determined by the Sales Comparison Approach. This is performed in order to determine the unit market value (price per acre) of the part to be acquired as an "Easement". The acquisition of said easement shall be purchased in the name of Hidalgo County, Texas for the expansion of the East Lateral Drainage Canal System.

AREA OR NEIGHBORHOOD ANALYSIS:

The subject property is located in a rural portion of Hidalgo County east of the City of Edcouch and City of Elsa within the community of La Villa. Project limits for this drainage project are from just north of FM 1925 (Monte Cristo Road) to Mile 13 North Road all between Mile 1 West Road and Mile 2 West Road. The market area of the subject property can be described as being FM 1925 to the North, Mile 12 North to the South, FM 1425 to the East and FM 1015 to the West. Development in the area is limited to small retail commercial along State Highway 107 with single family residential being the predominant development use within the Community of La Villa. Surrounding La Villa is primarily agricultural open space used for row crop farming.

SITE ANALYSIS

Five Year Sales History:
During the course of the appraisal, research was performed through the Hidalgo County Appraisal District to verify the current ownership of the subject property along with title information provided by the client. The property was transferred from Rita K. Jeter, Independent Executrix of the Estate of Timothy L. Pracht, Deceased to Mary Jane Malone, et al on March 13, 2001 and recorded under Warranty Deed Document No. 1051583 for an undisclosed consideration. A copy of the appraisal card and deed of the subject property is located in the Addenda of this report.

Legal Description:
A 40.00 acre tract of land out of Farm Tract 2102, of the North Capisallo District Subdivision, as recorded in Volume 2, Pages 7-20, of the map records of Hidalgo County (M.R.H.C.), Texas.

Legal Description: (Part to be Acquired)
A 6.441 acre (280,573 s.f.) tract of land out of that certain 40.00 acre tract of land, conveyed to Mary Jane Malone, et al, as recorded in Document No. 1051583, of the official records of Hidalgo County (H.C.O.R.), Texas, also out of Farm Tract 2102, of the North Capisallo District Subdivision, as recorded in Volume 2, Pages 7-20, of the map records of Hidalgo County (M.R.H.C.), Texas.

Improvements:
During the on-site inspection of the subject property no structural improvements were indicated within the part to be acquired, however a site improvement does exist in the form a standpipe. In the event site improvements must be re-established within the remainder, a cost to cure shall apply and be added to the total compensation calculated. In addition, any utilities located within the part to be acquired of which are affected by the acquisition, shall be relocated as an item of construction and shall not be included within the compensation of the subject property.

Highest & Best Use Analysis:
The subject's highest and best use "as vacant" and "as if improved" is indicated for continued agricultural use with a future potential for residential development. This type of use is concurrent with the recent trends located along SH 107 and with other bisecting thoroughfares in the region. This highest and best use is based on the determined economic unit of the subject property as whole. This highest and best use which is being acquired in the name of the Hidalgo County. When a property is evaluated, the highest and best use must always be considered. In the current case, the highest and best use of the whole is determined to be for continued agricultural use with a future potential for single family development based on several factors. Factors taken into consideration are defined by The Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 135, by the Appraisal Institute as being: "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and there results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity." The scope of the assignment is to evaluate the subject property as a whole, part to be acquired, and the remainder before and after the acquisition, while excluding project influence and is reported under the conditions set forth by Standards Rule 1-4(f) under the Jurisdictional Exception provision as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). The highest and best use is analyzed for each of these scenarios as each parcel shall be evaluated before and after the proposed acquisition. As for the subject property the highest and best use of said tract as a whole and remainder after is for continued agricultural use with future single family residential development.

VALUATION OF PART TO BE ACQUIRED

LAND VALUATION
Representative Comparable Sales

	Subject	Comp. No. 1		Comp. No. 2		Comp. No. 3	
Grantor	Rita K. Jeter, Independent Executrix of the Estate of Timothy L. Pracht,	Rubye Lee Engquist		Jeffrey D. Bell		Xavier V. and Sally S. Moron	
Grantee	Mary Jane Malone, et al	Lance Neuhaus and Melissa Neuhaus		PJL Farms		Betty Ann Harbison	
Date	March 13, 2001	January 10, 2013		January 27, 2014		September 20, 2012	
Sales Price	$ -	$ 106,125		$ 387,000		$ 214,895	
Unit Price	$ - / Acre	$ 7,500	/ Acre	$ 10,000	/ Acre	$ 11,198	/ Acre
Relative Location	Average	Inferior	50%	Similar	0%	Superior	-5%
Conditions of Sale	Cash To Seller	Similar	0%	Similar	0%	Similar	0%
Market Conditions	Average	Similar	0%	Similar	0%	Inferior	5%
Physical Characteristics	Typical of Market	Similar	0%	Similar	0%	Similar	0%
Financing	Conventional	Similar	0%	Similar	0%	Similar	0%
Available Utilities	Water/Elec/Phone	Similar	0%	Similar	0%	Similar	0%
Frontage	Mile 15 North Road	Mercedes, TX	0%	East Mile 16 North, Edcouch, TX	0%	State Highway 107, Edcouch, TX	0%
Size of Tract (Acre)	40.00 Acre	14.150 Ac	0%	38.700 Ac	0%	19.190 Ac	0%
Net Adjustments			50%		0%		0%
Indicated Unit Value		$ 11,250	/ Acre	$ 10,000	/ Acre	$ 11,198	/ Acre

Estimated Unit Value of Fee Simple Area $ **11,250 / Acre**

Estimated Unit Value of Easement Area $ **10,125 / Acre**

Estimated Value by Sales Comparison Approach **(5.992 Acre x $10,125/Acre)** $ **60,669**

(Includes Part To Be Acquired Only)- Fee Land

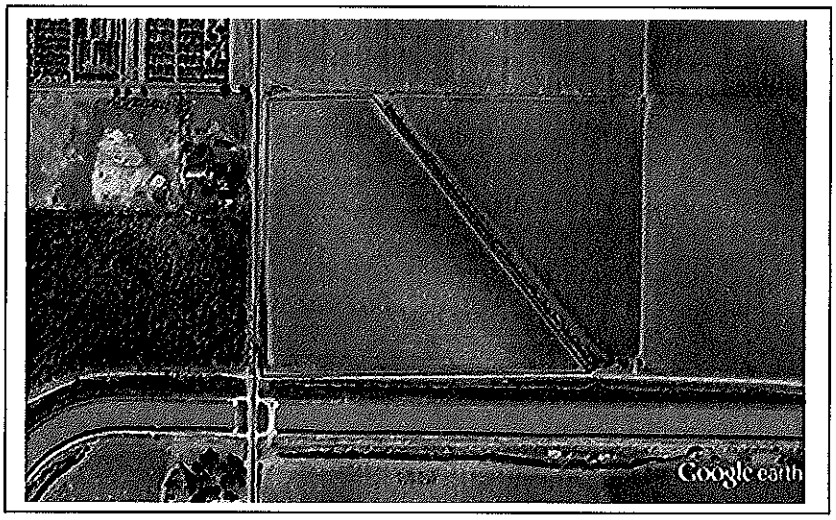
ROW-A-5S
(Rev. 11/11)

COMPARABLE DATA SUPPLEMENT

District: 21 Parcel No.: 34 Highway: Delta Area Connector East Lateral Drain

County: Hidalgo ROW CSJ: NA

Land Sale ☒ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: Rubye Lee Engquist Grantee/Lessee: Lance Neuhaus and Melissa Neuhaus

Date: January 10, 2013 Recording Information: Document Number 2375553 Key Map:

Address: NEC of Mile 2 West Road and Mile10 North Road, Mercedes, Texas. Zip Code: 78570

Legal Description: A tract of land out of Lot 13, Block 100, Campacuas Addition, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 2, Map Records, Hidalgo County, Texas.

Confirmed Price: $106,125 Verified with: MLS Number A162013s

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 14.15 Acres / 616,374 Sqft Unit Price as Vacant: $ 7,500 / Acre

Type Street: Asphalt Paved Access (Mile 2 West / Mile 10 North Road Utilities: Water / Electricity / Phone

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA): N/A (NRA): N/A Unit Price as Improved: $ N/A

Condition and Functional Design: N/A

Current Use: Vacant Highest & Best Use: Single Family Residential / Agricultural Interim

Date of Inspection: February 19, 2014 Zoning: Not Applicable Flood Plain: Zone X

Attach additional information as necessary.

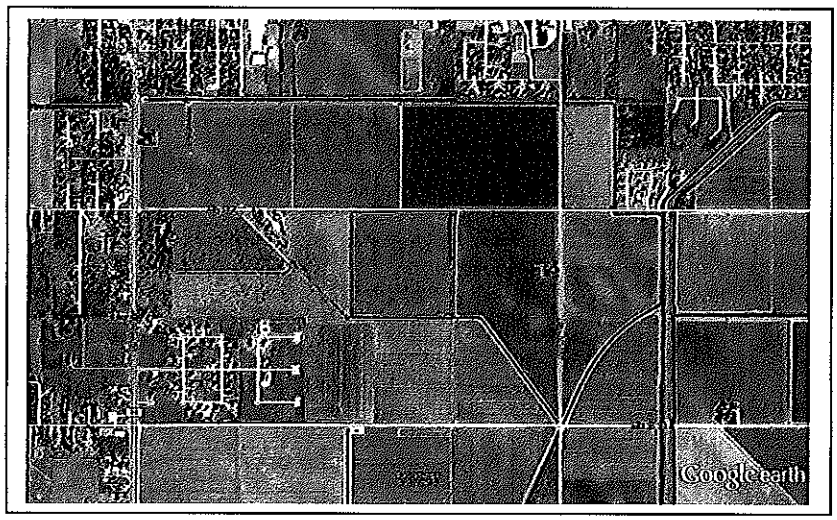
Appraiser: Leonel Garza III (Typed, not signed) February 20, 2014 Date

COMPARABLE DATA SUPPLEMENT

District: 21 Parcel No.: 34 Highway: Delta Area Connector East Lateral Drain

County: Hidalgo ROW CSJ: NA

Land Sale ☒ Improved Sale ☐ Rental Data ☐



Grantor/Lessor: Jeffrey D. Bell Grantee/Lessee: PJL Farms

Date: January 27, 2014 Recording Information: Document Number 2481751 Key Map:

Address: Mile 16 N. Road, 0.50 Miles East of Mile 5 W. Road, Elsa, Texas Zip Code: 78543

Legal Description: A 38.70 acre tract of land out of Farm Tract 481, The West And Adams Tracts, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 2, Pages 34-37, Map Records, Hidalgo County, Texas.

Confirmed Price: $387,000 Verified with: Grantee & Settlement Statement

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 38.70 Acres Unit Price as Vacant: $ 10,000 / Acre

Type Street: Caliche Paved (Mile 16 N. Road) Utilities: Water / Electricity / Phone

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA): N/A (NRA): N/A Unit Price as Improved: $ N/A

Condition and Functional Design: N/A

Current Use: Vacant Highest & Best Use: Single Family Residential / Agricultural Interim

Date of Inspection: February 19, 2014 Zoning: Not Applicable Flood Plain: Zone X

Attach additional information as necessary.

Appraiser: Leonel Garza III (Typed, not signed) February 20, 2014 Date

COMPARABLE DATA SUPPLEMENT

District: 21 Parcel No.: 34 Highway: Delta Area Connector East Lateral Drain

County: Hidalgo ROW CSJ: NA

Land Sale ☒ Improved Sale ☐ Rental Data ☐

Grantor/Lessor: Xavier V. and Sally S. Moron Grantee/Lessee: Betty Ann Harbison

Date: September 20, 2012 Recording Information: Document Number 2348619 Key Map:

Address: State Highway 107(E. Santa Rosa), 0.38 Miles East of FM 1015, Elsa, Texas. Zip Code: 78543

Legal Description: A 19.19 acre tract of land out of the East 20.55 acres of the West 40.55 acres of Farm Tract 1150, West and Adams Tracts Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 2, Pages 34-37, Map Records, Hidalgo County, Texas, and according to General Warranty Deed recorded in Volume 631, Page 522, Official Records, Hidalgo County, Texas.

Confirmed Price: $ 214,895 Verified with: Grantee & Settlement Statement

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 19.19 Acres / 835,916 Square Foot Unit Price as Vacant: $11,198 / Acre

Type Street: Asphalt Paved – SH-107/Santa Rosa Utilities: Water / Electricity / Phone

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA): N/A (NRA): N/A Unit Price as Improved: $ N/A

Condition and Functional Design: N/A

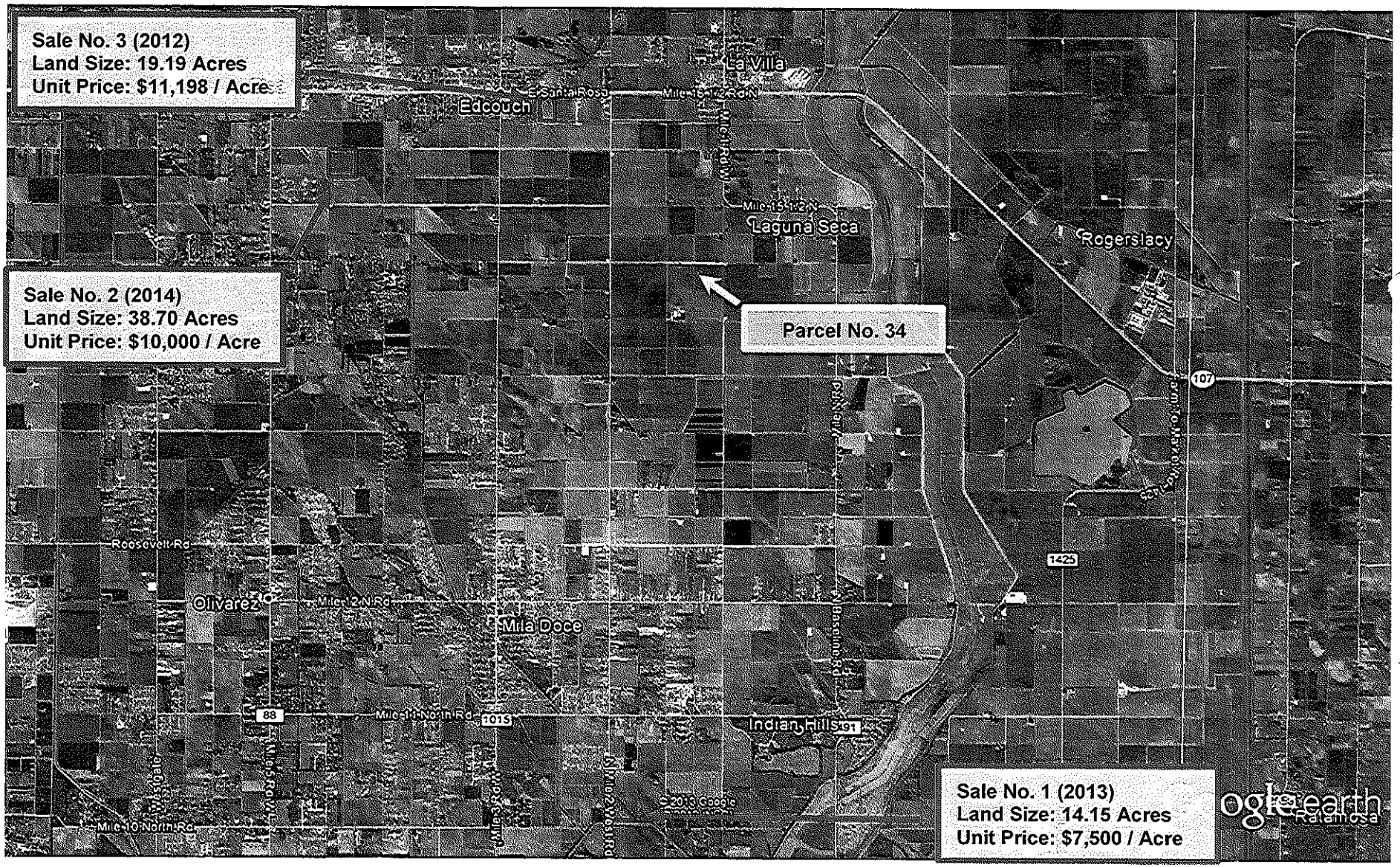
Current Use: Vacant Highest & Best Use: Single Family Residential / Agricultural Interim

Date of Inspection: February 19, 2014 Zoning: Not Applicable Flood Plain: Zone X

Attach additional information as necessary.

Appraiser: Leonel Garza III (Typed, not signed) February 20, 2014 Date

COMPARABLE SALES MAP



Explanation of Adjustments with Reconciliation:

During the analysis of the acquisition area, the value for the subject property as a whole or economic unit was determined. This determination of economic unit is utilized for the valuation of the proposed acquisition, which is a pro-rata part of the whole property. The local and extended market researched for comparable sales of which shall be utilized for the determination of market value. Each of the comparables selected are located within the immediate market area and are the most comparable to the subject of which all information pertinent to the transaction could be verified. Several sales were located within this parameter of which had occurred within the past two years. Three sales were selected which were the most comparable to the subject property and required the least number of overall adjustments. The following three comparable sales were reviewed for location, available utilities, financing, site utility, topography and other factors of which the real estate market shall recognized for the purchase of said tracts.

After reviewing the comparable sales selected, an unadjusted unit range of market value of $7,500 per acre to $11,198 per acre was indicated. After adjustments were made in paired sales analysis of the comparable sales to the subject property, an adjusted range of market value of $10,000 per acre to $11,250 per acre was indicated. Based on the existing developments and similar surrounding land use within the immediate market area, a unit value near the upper end of the adjusted range was selected; $11,250 per acre. In addition to the fee simple market value of the subject property, the scope of the assignment is to appraise the subject property as an "easement". The part to be acquired is to be purchased as an easement as per scope of the assignment. In order to value this portion of the bundle of rights of said property, a discount of -10% from the fee simple market value is required. The proposed easement holder (i.e. Hidalgo County) shall have the right to construct an open drainage ditch within the designated area. Since the property shall be held in easement , the owner of record shall retail a portion of said bundle of rights to the Real Estate. Upon the permissibility of the easement holder, the fee simple owner may cross, farm, and utilize the surface of said tract of land if available. This is subject to review by the proposed easement holder, Hidalgo County, Texas.

Therefore, the area within the acquisition area to be purchased as "easement" shall be valued as follows:

Calculation For Part To Be Acquired	
Fee Simple Unit Value	**$11,250 / Acre**
Easement Value ($11,250/Acre x 90%)	**$10,125 / Acre**

ESTIMATED VALUE OF ACQUISITION

Land:	**5.992 Acre @ $ 10,125 Per Acre (Easement)**			**$ 60,669**
Improvements:	Irrigation Standpipe (Item of Construction)	$	-	
	Agricultural Tile Drainage ($1,500/Acre x 5.992 Acres)	$	8,988	
		$	-	
		$	-	
		$	-	
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		$	-	
	Total Improvements	$	8,988	
TOTAL ESTIMATED VALUE				**$ 69,657**
Cost To Cure				**$ -**
Estimated Total Compensation				**$ 69,657**

ADDENDUM

1. Certification of Appraisal
2. Assumption & Limiting Conditions
3. Qualification of Appraiser
4. Letter of Inspection Sent To Owner of Record Via Certified Mail
5. Certified Letter Tracking Information
6. Hidalgo County Appraisal District Card
7. Warranty Deed

Certification of Appraisal

I, Leonel Garza III, certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice).*
- I have made a personal on-site and or off-site visit of the property that is the subject of this report based on the permissibility granted at the time of inspection.
- Thomas M. Davis, State Certified General Real Estate Appraiser s with Leonel Garza Jr. & Associates LLC both provided significant professional assistance in the preparation of this report not limited to a physical inspection, taking of photographs of the subject property and value analysis.
- No one other than those mentioned within this certification provided significant real property appraisal assistance to the person(s) signing this certification.
- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute;
- I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. I also acknowledge that Leonel Garza III is an associate member of the Appraisal Institute and is not an MAI Designated Appraiser, however is currently seeking designation. Leonel Garza III is designated as a Master Real Estate Appraiser through the National Association of Master Appraisers.
- The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation. This report was not prepared under the standards required by financial institutions for purposes of applying for a loan
- The office of Leonel Garza Jr. & Associates LLC has not appraised the subject property within the last five (5) years from the date of this report.
- This appraisal has been completed with the extraordinary assumption, that any and all access denial issues are clearly stated within the scope of this assignment and have been included within the surveys and field notes provided by client. The Texas Department of Transportation can control access in the future by way of permit at the time of redevelopment or re-subdivision of the subject property and or by way of the Access Management Policy enacted by the State of Texas. This assignment was engaged in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB 18 of the Texas 82nd Regular Legislative Session as follows:

  "(d) In estimating injury or benefit under Subsection C, the special commissioners shall consider an injury or benefit that is peculiar to the property owner and that relates to the property owner's ownership, use, or enjoyment of the particular parcel of real property including a material impairment of direct access on or off the remaining property that affects the market value of the remaining property, but they may not consider an injury or benefit that the property owners experiences in common with the general community, *including circuity of travel and diversion of traffic.* In this subsection, 'direct access' to the remainder after the state's means ingress and egress on or off a public road, street, or highway at a location where the remaining property adjoins that road, street or highway"

Leonel Garza III
General Certified Real Estate Appraiser
License No. TX 1328375 – General

ASSUMPTIONS AND LIMITING CONDITIONS

This report has been prepared with the following general assumptions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

3. Responsible ownership and competent property management are assumed.

4. The information furnished by others is believed to be reliable,. but no warranty is given for its accuracy.

5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

6. It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

7. It is assumed that the property is a full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.

8. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

9. It is assumed that the use of the land and improvements is confined within the boundaries or property line of the property described and that there is no encroachment or trespass unless noted in the report.

11. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by this appraiser. The appraiser does not have any knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

General Limiting Conditions:

1. Any allocation of the total value of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

2. Possession of this report, or a copy thereof, does not carry with it the right of publication.

3. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

4. Neither all or any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

5. If the property rights appraised are the "Leased Fee Estate", then the Final Indicated Market Value Estimate is based on the continued performance under the lease terms.

6. The original and one copy of this report have been signed in blue ink. Any other copy, which is not signed in blue may have been altered, and this appraiser is not responsible for its contents or value indicated.

Assumptions and Interpretations Made by Appraiser of the Marketing Period

1. Indicated Marketing Time: Begins with the date of value estimate and the exposure time indicated.

2. Exposure to the Open Market: Listing the property on the market for sale with a Realtor, member of Multiple Listing Service, or a licensed Real Estate Broker, that will properly expose the property to the Market. This appraiser does not consider a sign placed by a bank on the property as proper marketing. If the property is presently listed for sale on the market, this appraiser must be notified prior to the completion of the appraisal.

3. Exposure Time: The length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

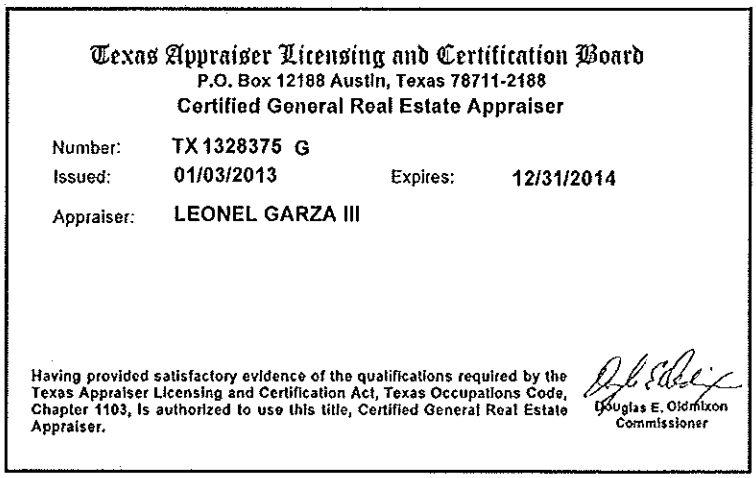
QUALIFICATIONS OF APPRAISER – LEONEL GARZA III

The office of Leonel Garza Jr. & Associates LLC is owned and operated by Leonel Garza III. A company founded by Leonel Garza Jr. who was a commercial real estate appraiser for more than 25 years. Leonel Garza III continued the family business since 1998, concentrating on general commercial properties and right-of-way acquisition projects for more than 13 years. The office of Leonel Garza Jr. & Associates LLC contains three (3) General Certified Appraisers in total and several supporting staff members all located at 1419 Dove Avenue, Suite #1, McAllen, Texas. The following is a synopsis of the qualifications of Leonel Garza III and the public service organizations involved in with the County of Hidalgo and the City of McAllen.

Education
Graduate, 1995, Texas A&M University, College Station, Texas (Bachelor of Science in Biomedical Science)
Graduate, 1991 McAllen Memorial High School, McAllen, Texas

Licenses
State Certified General Real Estate Appraiser
Number TX - 1328375-General
Licensed Since December 31, 1998
Expires: December 31, 2014 (Active)

State Certified Property Tax Consultant
Number TX – 00003181
Licensed Since May 20, 2002
Expires: June 16, 2014 (Active)



Texas Appraiser Licensing and Certification Board
P.O. Box 12188 Austin, Texas 78711-2188
Certified General Real Estate Appraiser

Number: TX 1328375 G
Issued: 01/03/2013 Expires: 12/31/2014
Appraiser: LEONEL GARZA III

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

Douglas E. Oldmixon
Commissioner

Public Service Organizations
Associate Member of the Appraisal Institute
Currently taking courses toward the designation of MAI through the Appraisal Institute.

National Association of Master Appraisers
Designated as a Master Senior Appraiser in 2006 by the National Association of Master Appraisers. This designation is obtained thru educational requirements and experience.

Associate Member of the International Right of Way Association (IRWA) (Member # 7899430)

Vice Chairman & Board Member of the City of McAllen Planning and Zoning Board
This board is charged with submitting reports, plans, and recommendations to the City Commission for the orderly growth, development, and welfare of the City. They review and make recommendations on zoning change requests, conditional use permits for longer than one year, and variances to Subdivision Ordinance requirements for development.

Former Chairman of the City of McAllen Zoning Board of Adjustments and Appeals
This city board has the duty to hear and decide appeals where it is alleged there is error in any requirement, or determination made administratively in the enforcement of the Zoning Ordinance. The Board hears appeals that grant variances to setback requirements and special exceptions to reconstruction of nonconforming buildings.

Chairman of the Hidalgo County Subdivision Advisory Board
This county board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and or opinions from the Texas State Attorney Generals Office, are conducted in the development of proposed subdivision within the County of Hidalgo and or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The boards secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo.

Chairman of the Hidalgo County Building Line of Adjustments
This county board reviews applications of variances to general set-back regulations set forth by the County of Hidalgo. This review includes the review of existing and or proposed encroachments into set-backs, easements, road right-of-way set-back, subdivision plat requirements and or requirements set forth by adjoining municipalities of which the subject is within the extraterritorial jurisdiction.

Board Member of the City of McAllen Traffic Board
Makes recommendations to the City Commission in order to reduce and eliminate traffic congestion and flow throughout the City . (Elected Vice Chairman 01/26/10 to 02/30/12)

Former Executive Board Member of the Lower Rio Grande Valley Boy Scouts Council
The goal of the council is to maintain membership and the continued progress of the boy scouts within the Lower Rio Grande Valley. The council shall maintain progress reports of financial status of the council and plan for events world wide which local children may participate as a representative of the council. These events include the World Jamboree and the National Jamboree.

Former Vice Chairman of the City of McAllen Ambulance Advisory Committee
Evaluates and reports to the City Commission on the operation of the emergency ambulance service rendered by company or companies rendering such service.

Former Member of the City of McAllen Building Board of Adjustments and Appeals
The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants.

Former Member of the Pharr Municipal Park Charter Committee
Appointed in 1998-1999, our goal was to establish a 103 acre master planned recreational park to the City of Pharr during our membership with the City of Pharr Leadership Class X.

Member of The McAllen Palm City Lions Club
Direct the fund raising for the annual Thanksgiving Drive on behalf of Lion Leonel Garza Jr. who founded the drive more than 20 years ago. In 2005 & 2006, the club raised funds to feed 60 family's throughout the City of McAllen.

Other Work Experience

- Employee of Leonel Garza Jr. & Associates since 1990
- State Certified General Real Estate Appraiser since December 31, 1998
- Owner of G-3 Acquisitions which primary focus is custom commercial and multifamily residential construction and management.

- Commercial and residential property manager throughout the City of McAllen & Pharr, Texas.
- Licensed Property Tax Consultant Since 2000.
- Appraiser Trainee from 1995 thru 1998 under the sponsorship of Leonel Garza Jr. who was a State Certified General Real Estate Appraiser & Board Member of the Texas State Appraisal Review Board from October 23, 1995 Through September 15, 1998. Appointed by Governor George W. Bush for two (2) terms.

State of Texas

Historically Underutilized Business Certification and Compliance Program

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

LEONEL GARZA, JR. & ASSOCIATES, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB.

This certificate, printed 14-AUG-2010, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Certificate/VID Number:	1742948770900
File/Vendor Number:	14984
Approval Date:	09-AUG-2010
Expiration Date:	09-AUG-2014

Paul A. Gibson
Statewide HUB Program Manager
Texas Comptroller of Public Accounts
Texas Procurement and Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.window.state.tx.us/procurement//cmbl/hubonly.html) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.

CERTIFIED LETTER OF INSPECTION SENT TO PROPERTY OWNER OF RECORD

Leonel Garza Jr. & Associates LLC
Real Estate Appraisal Services

1419 Dove, Suite 1 - McAllen, Texas 78504
(956) 687-7295 (24 hour answering service) Fax (956) 687-9235
Email: leonel3@garza-associates.com

October 4, 2013

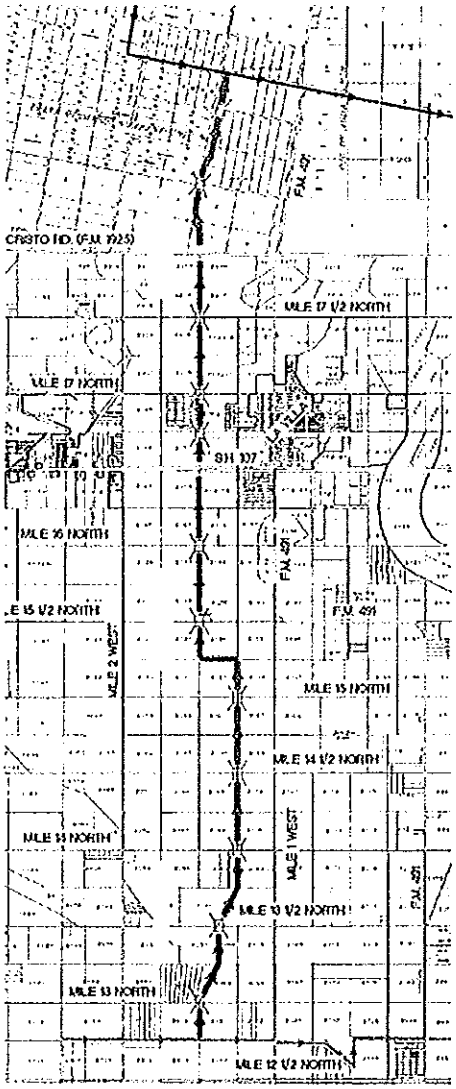
Project: Delta Area Connector/East Lateral Drain

Parcel No. 34
Mary Jane Malone, et al
7818 West Westlawn CT
Wichita, Kansas 67212

To Whom It May Concern:
Leonel Garza Jr. & Associates LLC has been contracted by Hidalgo County Urban County Program to appraise various properties for the expansion of a proposed drain ditch to be known as the "Delta Area Connector / East Lateral Drain Ditch. The project extends from Mile 12 ½ North Road to just north of FM 1925 (Monte Cristo Road) between Mile 2 West and Mile 1 West Road in Hidalgo County, Texas.

Attached is a survey of the easement to be acquired. This office is requesting verbal or written permission to inspect the subject property at the earliest date possible in order to locate the part to be acquired and photograph the area. We would like to extend the opportunity to meet with our office, on-site, in order to further explain the project and the purpose of the appraisal report.

The Hidalgo County Urban County Program along with the County of Hidalgo Precinct No. 1 Right of Way Agents shall be negotiating the purchase of this portion of your property. As per the Hidalgo County Appraisal District (www.hidalgoad.org) it is indicated that the subject property is in the name of Mary Jane Malone, et al. If you or your representative wish to meet with our office to discuss the purpose of the appraisal and join us for an on-site inspection of your land, contact our office at (956) 687-7295 or leonel3@garza-associates.com. I will be researching the market area for any and all real estate sales, and would appreciate any leads or information in which you may have. If this letter does not pertain to you and or you have sold said property, please notify our office as soon as possible so that the proper owner can be notified of the project.



Leonel Garza Jr. & Associates LLC

With this letter I request permission to perform an on-site inspection and photograph your property. If access is restricted by a perimeter fence or gate, the inspection shall remain off-site along existing road right of way or existing drainage easements in the area. If you have any objections to our inspection of your property please call the office of Leonel Garza Jr. and Associates LLC at (956) 687-7295 as soon as possible. Thank you.

Sincerely,

Leonel Garza III
State Certified General
Real Estate Appraiser
TX1328375-General

Cc: Hidalgo County Precinct No. 1
Roy Gonzalez / Danny Guzman, Right of Way Agents
Office (956) 968-8733
1902 Joe Stephens Avenue
Weslaco, Texas 78596

CERTIFIED LETTER TRACKING INFORMATION

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here

7011 0470 0003 0645 4705

Sent To: Mary Jane Malone, et al
Street, Apt. No. or PO Box No.: 7818 West Westlawn CT
City, State, ZIP+4: Wichita, Kansas 67212

PS Form 3800, August 2006 — See Reverse for Instructions

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mary Jane Malone, et al
7818 West Westlawn CT
Wichita, Kansas 67212

Parcel No. 34
Delta Area Connector/East Lateral Drain Project

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name): MARY MALONE — C. Date of Delivery: 10-20-13

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from service label)* 7011 0470 0003 0645 4705

PS Form 3811, February 2004 — Domestic Return Receipt — 102595-02-M-1540

HIDALGO COUNTY APPRAISAL DISTRICT CARD

Hidalgo CAD

Property Search Results > 245988 MALONE MARY J & RITA K JETER for Year 2013

Property

Account

Property ID:	245988	Legal Description:	NORTH CAPISALLO FT 2102 40.0AC
Geographic ID:	N3400-00-000-2102-00	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	MILE 15 N TX	Mapsco:	
Neighborhood:		Map ID:	
Neighborhood CD:			

Owner

Name:	MALONE MARY J & RITA K JETER	Owner ID:	483229
Mailing Address:	PAUL L PRACHT ET AL 7818 W WESTLAWN CT WICHITA, KS 67212-7309	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$0	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$0	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$120,000	$17,120
(+) Timber Market Valuation:	+	$0	$0
(=) Market Value:	=	$120,000	
(–) Ag or Timber Use Value Reduction:	–	$102,880	
(=) Appraised Value:	=	$17,120	
(–) HS Cap:	–	$0	
(=) Assessed Value:	=	$17,120	

Taxing Jurisdiction

Owner: MALONE MARY J & RITA K JETER
% Ownership: 100.0000000000%
Total Value: $120,000

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	$17,120	$17,120	$0.00
DR1	DRAINAGE DISTRICT #1	0.075000	$17,120	$17,120	$12.84
FD2	EMS DIST #02	0.036100	$17,120	$17,120	$6.18
GHD	HIDALGO COUNTY	0.590000	$17,120	$17,120	$101.01
JCC	SOUTH TEXAS COLLEGE	0.150700	$17,120	$17,120	$25.80

R11	ROAD DIST 11	0.000000	$17,120		$17,120	$0.00
SLV	LA VILLA ISD	1.303800	$17,120		$17,120	$223.21
SST	SOUTH TEXAS SCHOOL	0.049200	$17,120		$17,120	$8.42
W09	HIDALGO & CAMERON IRRG DISTRICT #9	0.000000	$17,120		$17,120	$0.00
	Total Tax Rate:	2.204800				
				Taxes w/Current Exemptions:		$377.46
				Taxes w/o Exemptions:		$377.46

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	H	1WETFARM	40.0000	1742400.00	0.00	0.00	$120,000	$17,120

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2014	N/A	N/A	N/A	N/A	N/A	N/A
2013	$0	$120,000	17,120	17,120	$0	$17,120
2012	$0	$120,000	16,680	16,680	$0	$16,680
2011	$0	$120,000	16,040	16,040	$0	$16,040
2010	$0	$120,000	16,160	16,160	$0	$16,160
2009	$0	$120,000	16,760	16,760	$0	$16,760
2008	$0	$108,000	16,760	16,760	$0	$16,760
2007	$0	$108,000	15,960	15,960	$0	$15,960
2006	$0	$108,000	16,000	16,000	$0	$16,000
2005	$0	$108,000	16,160	16,160	$0	$16,160
2004	$0	$108,000	16,000	16,000	$0	$16,000
2003	$0	$72,000	15,960	15,960	$0	$15,960

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	2/13/2002 12:00:00 AM	QCD	QUITCLAIM DEED	MALONE MARY J RI	MALONE MARY J & I			1051582 &
2	12/3/1983 12:00:00 AM	CONV	CONVERSION	PRACHT L MRS	MALONE MARY J RI	1949	56	

1051583

File No 00-390

WARRANTY DEED

Date: March 13, 2001

Grantor: RITA K. JETER, Independent Executrix of the Estate of TIMOTHY L. PRACHT, Deceased

Grantor's Mailing Address: 1704 Classen, Wichita, Sedgwick County, Kansas 67216

Grantee: MARY JANE MALONE, RITA KAY JETER, PAUL LAWRENCE PRACHT, PATRICK ERNEST PRACHT, THOMAS ALLEN PRACHT, FRANCES LOUISE GETZINGER AND PAULA JANE MUNOZ, as their sole and separate property

Grantee's Mailing Address: 1704 Classen, Wichita, Sedgwick County, Kansas 67216

Consideration: TEN AND NO/100THS DOLLARS ($10.00) and other good and valuable consideration.

Property (including any improvements):

An undivided interest in and to the following property:

All of Farm Tract 2102, North Capisallo District Subdivision, out of the Llano Grande Grant of lands in Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

1. All of record.

2. Taxes for the year 2001 and subsequent years, and any subsequent assessments for prior years due to change in land usage or ownership shall be the responsibility of grantee.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

Rita K. Jeter

RITA K. JETER, INDEPENDENT EXECUTRIX OF THE ESTATE OF TIMOTHY L. PRACHT, DECEASED

STATE OF KANSAS *
*
COUNTY OF SEDGWICK * (Acknowledgment)

This instrument was acknowledged before me on this the 1st day of ~~March~~ June, 2001, by **RITA K. JETER, INDEPENDENT EXECUTRIX OF THE ESTATE OF TIMOTHY L. PRACHT, DECEASED**

OLIVIA A. PARKER
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 1-16-02

Olivia A. Parker
NOTARY PUBLIC, STATE OF KANSAS

PLEASE CHARGE, RECORD & RETURN TO:

SARA L. TIPPIT
JAMES H. LAUDERDALE
607 International Ave.
Weslaco, Texas 78596

PREPARED IN THE LAW OFFICE OF:

SAME

Filed for Record in:
Hidalgo County
by J. D. Salinas, III
County Clerk

On: Feb 13,2002 at 12:00P

As a Recording

Document Number: 1051503
Total Fees : 16.00

Receipt Number - 400456
By,
Imelda Leal, Deputy

RGV RIGHT-OF-WAY SERVICES, LLC

P.O. Box 720431
McAllen, Texas 78504

956-630-9401 Office
956-682-0566 Fax
rgvrow@gmail.com

January 12, 2015

Mr. P.R. Avila
Hidalgo County Urban County Program
427 E. Duranta Ave., Suite 107
Alamo, Texas 78516

RE: Delta Area Connector/East Lateral
Drainage Improvement Project
Parcel # 34
Property Owner: Mary Jane Malone, Rita Kay Jeter, Paul Lawrence Pracht, Patrick Ernest Pracht, Thomas Allen Pracht, Frances Louise, Getzinger and Paula Jane Munoz
GLO # 12-406-000-6453/DRS 210068

Recommendation for Acquisition by Eminent Domain

Dear Mr. Avila:

Normal acquisition negotiations to acquire the above-captioned parcel by RGV Right-of-Way Services have been carried out, but have been unsuccessful to date. It is necessary to acquire by the legal process of Eminent Domain (Condemnation).

At this time we hereby request this item be added to the agenda for the next Hidalgo County Commissioners court meeting so that formal approval of this matter can be made.

Thereafter we will submit the documents for the County attorney's review and preparation of the Eminent Domain proceedings. RGV ROW's staff will be available to assist the attorney's office as deemed necessary during the Eminent Domain process.

We thank you for your assistance and coordination in this matter. Please contact me should you have any questions or require additional information.

Respectfully,

Daniel G. Rios, President
RGV Right-of-Way Services, LLC

CC: Mr. Mark Corbitt
TEDSI Infrastructure

AI -48096 **Head Start** **15. A.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of Self-Assessment Schedule

BACKGROUND

Policy Council Approval: 01.21.15

Fiscal Impact

Attachments

Self Assessment Schedule

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/14/2015 03:05 PM
Purchasing Department	Monica Badillo	01/16/2015 06:31 PM
Form Started By: Linda Galaviz		Started On: 01/13/2015 04:37 PM
Final Approval Date: 01/16/2015		

Hidalgo County Head Start Program

Policy Council Regular Agenda

DATE: January 21, 2015

SUBJECT: Approval of Self-Assessment Schedule

RATIONALE/NEED: A self-assessment is required to be conducted each year. The purpose of the self-assessment is to self-monitor the program regarding compliance with Performance Standards. Documents to be used are aligned with requirements from the Office of Head On-Site Review Protocol (OHSMS). The Self-Assessment is tentatively scheduled for Monday, January 26, 2015 through Friday, February 6, 2015. The Self-Assessment training will be held on Friday, January 23, 2015.

RECOMMENDATION: Administration recommends approval.

COST:

RELATED INFORMATION INCLUDES: Memorandum

****

INITIATED BY: Nora S. Munoz, Assistant Program Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL:

Hidalgo County Head Start Program

P.O. Box 0117 Edinburg, Tx. 78540-0117

To: Policy Council
From: Nora S. Munoz, Assistant Program Director
Through: Teresa Flores, Executive Director
Date: January 14, 2015
Subject: Self Assessment
CC: Edmundo Garcia, Assistant Program Director

Continuous quality improvement is a central tenet of the Head Start Program, with the goal of meeting Performance Standards and moving toward program excellence for serving children and families. As part of this process, the annual Self-Assessment provides the Program with the means to regularly assess our own management systems and program operations in order to continually strengthen the Program and the services delivered.

Head Start Performance Standards clearly state that at least once each program year grantees must conduct a Self-Assessment of their effectiveness and progress in meeting program goals and objectives and in implementing Federal regulations.

We are scheduled to conduct our Self-Assessment January 26, 2015 through February 6, 2015. During this two week period, each area/component of the Program will be reviewed. All centers will be visited, data will be collected, and a final report will be prepared for your review and approval.

We will be conducting a training on Friday, January 23, 2015 at 9:00 a.m. at the Administration Conference Room, to provide guidance to the individuals involved in conducting the assessment. We encourage you to attend, schedules permitting, and participate in this activity. We will be forwarding the team schedules of the center visits in the event that you choose to join us at the centers.

Please feel free to contact me at (956) 383-0706, if you have any questions or need additional information.

Thank you for your continued support and cooperation.

AI -48095 **Head Start** **15. B.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Request Approval to Prepare Five (5) Year Program Application Based on Designation Renewal System

BACKGROUND

Policy Council Approval: 01.21.15

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/14/2015 03:05 PM
Purchasing Department	Monica Badillo	01/16/2015 06:31 PM
Form Started By: Linda Galaviz		Started On: 01/13/2015 04:33 PM
Final Approval Date: 01/16/2015		

AI -48106 **Head Start** **15. C.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Edmundo Garcia, HEAD START **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion/Approval of 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)(7) Beginning October 2014 - Pending Appointment of Community Representative: Commissioner Joseph Palacios, Precinct 4

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/14/2015 03:08 PM
Purchasing Department	Monica Badillo	01/16/2015 06:31 PM
Form Started By: Linda Galaviz		Started On: 01/14/2015 11:48 AM
Final Approval Date: 01/16/2015		

AI -47960 **Auditor's Office** **16. A.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

Discussion, consideration, and approval for the County Auditor's Office to conduct an audit of the Chapter 59 Asset Forfeiture Report prepared by the Hidalgo County Sheriff's Office, HIDTA, Constable Precinct 1, Constable Precinct 2, Constable Precinct 3, Constable Precinct 4, and Hidalgo County Fire Marshal for fiscal year 2014 pursuant to the Chapter 59 Asset Forfeiture Report requirements.

BACKGROUND

Code of Criminal Procedures section 59.06(g)(1) requires all law enforcement agencies and attorneys representing the state who receive proceeds or property under this chapter to account for the seizure, forfeiture, receipt, and specific expenditure of all the proceeds and property in an audit, which is to be performed annually by the commissioners court. The audit must be completed on a form provided by the attorney general and must include a detailed report and explanation of all expenditures, including salaries and overtime pay, officer training, investigative equipment and supplies, and other items. Certified copies of the audit shall be delivered by the law enforcement agency or attorney representing the state to the attorney general not later than the 60th day after the date on which the annual period that is the subject of the audit ends.

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/07/2015 03:43 PM
Purchasing Department	Monica Badillo	01/16/2015 06:30 PM

Form Started By: Maria Medina Started On: 01/06/2015 08:53 AM
Final Approval Date: 01/16/2015

AI -48131 **Precinct #2** **17. A.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Approval to appoint a member to the Lower Rio Grande Valley Development Council (LRGVDC) Board.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/16/2015 08:44 AM
Sylvia Solis	Sylvia Solis	01/16/2015 11:02 AM
Purchasing Department	Monica Badillo	01/16/2015 06:31 PM

Form Started By: Erika Zamora Started On: 01/15/2015 11:47 AM

Final Approval Date: 01/16/2015

AI -48129 **Precinct #2** **17. B.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

1. Approval to accept a letter of resignation from Michael G. Cano, board member of the Hidalgo County Regional Mobility Authority Board.
2. Approval to appoint a member to the Hidalgo County Regional Mobility Authority Board.

BACKGROUND

Fiscal Impact

Attachments

Letter of Resignation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/16/2015 08:42 AM
Purchasing Department	Monica Badillo	01/16/2015 06:31 PM
Form Started By: Erika Zamora		Started On: 01/15/2015 11:39 AM
Final Approval Date: 01/16/2015		

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Board of Directors
Rance Sweeten, Chairman
Josue Reyes, Vice Chairman
Ricardo Perez, Secretary/Treasurer
Michael G. Cano, Director
Forrest Runnels, Director
Alonzo Cantu, Director
R. David Guerra, Director

January 7, 2015

Chairman Randy Sweeten
Hidalgo County Regional Mobility Authority
118 S. Cage Blvd.
Pharr, TX 7855

Via: Hand Delivered

RE: Letter of Resignation

Chairman Sweeten:

It has truly been an honor and privilege to serve the great citizens of Hidalgo County as a Regional Mobility Authority board member, but I must regretfully resign my position so that I may focus my attention on other personal endeavors. Please accept my resignation effective January 8, 2015. I wish you, the board and the entire HCRMA staff continued success with the loop project and I sincerely thank all of you for allowing me to serve amongst such a distinct, dedicated and professional group of public servants. Godspeed.

Respectfully,

Michael G. Cano

CC: The Honorable Judge Garcia, Hidalgo County Judge
The Honorable Eddie Cantu, Hidalgo County Commissioner, Pct. 2

118 South Cage Boulevard, 4th Floor
PO Box 1766
Pharr, Texas 78577
(956) 402-4762
www.hcrma.net

AI -48133 **Precinct #2** **17. C.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Discussion and approval of a resolution in support of A. Jimmy Garza to represent this region and The State of Texas by serving as a Texas Department of Transportation, TXDOT, commissioner.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/16/2015 08:46 AM
Purchasing Department	Monica Badillo	01/16/2015 06:31 PM
Form Started By: Erika Zamora		Started On: 01/15/2015 11:58 AM
Final Approval Date: 01/16/2015		

AI -48109 **Precinct #2** **17. D.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Erika Zamora, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Precinct 2- Parks (1100)/ Admin (1200):
Approval of the following personnel actions:
1. Delete the following position:

Action	Program	Slot #	Position Title	Current Budgeted Salary
Delete	122-008 - Parks	0036	Maintenance Custodian	$22,297.00
			Total:	**$22,297.00**

2. Create the following position:

Action	Program	Slot #	Position Title	Proposed Budgeted Salary
Create	122-005 - Rd. Admin.	0023	Custodian II	$25,426.00
			Total:	**$25,426.00**

3. Approval of Interdepartmental transfer.
4. Approval to revise the salary schedules in accordance with Commissioners' Court action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** SEE BELOW

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

BUDGETARY IMPACT:

Pct 2 Parks 5-1100-452-00-122-008-0-XXX
No budgetary/ fiscal impact

Pct 2 Adm 5-1200-431-00-122-005-0-XXX
Funds available within dept operating budget (5-1200-431-00-122-006-0-XXX Pct 2 Rd Maint- Other)

Attachments

FISCAL NOTES & TRANSFER
PAR FORMS & JOB DESCRIPTION

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Veronica Ortiz	01/16/2015 08:42 AM
Human Resources	Diana Munoz	01/16/2015 03:04 PM
Rosalinda Cantu	Rosie Cantu	01/16/2015 03:47 PM
Purchasing Department	Monica Badillo	01/16/2015 06:31 PM
Form Started By: Erika Zamora		Started On: 01/14/2015 01:10 PM
Final Approval Date: 01/16/2015		

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, January 20, 2015**

Agenda Item: **48109**

Summary of request/proposal:
Pct 2 Parks (1100):
Approval to delete the following full-time position.

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1100	Maintenance Custodian	0036	113	22,297.00	0.00	(22,297.00)
		TOTAL		22,297.00	0.00	(22,297.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-452-00-122-008-0-	113	Pct 2 Parks	REGULAR FULL TIME	($21,186.42)
5-1100-452-00-122-008-0-	211	Pct 2 Parks	HEALTH INSURANCE	($5,632.74)
5-1100-452-00-122-008-0-	212	Pct 2 Parks	LIFE INSURANCE	($35.69)
5-1100-452-00-122-008-0-	220	Pct 2 Parks	FICA	($1,620.76)
5-1100-452-00-122-008-0-	230	Pct 2 Parks	RETIREMENT	($2,252.12)
5-1100-452-00-122-008-0-	250	Pct 2 Parks	UNEMPLOYMENT COMP	($127.12)
5-1100-452-00-122-008-0-	260	Pct 2 Parks	WORKER'S COMP	($811.44)
			2015 Budgetary Impact	($31,666.29)

2016 Budgetary Impact: **($33,326.21)**

Possible Funding Sources: **Cost Savings.**

Comments:

Deletion of position has created a cost savings in the Precinct 2 Parks Account.

Hidalgo Co. Budget Office
2/3/2005

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, January 20, 2015**

Agenda Item: **48109**

Summary of request/proposal:
Pct 2 Administration (1200):
Approval to create the following full-time position.

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1200	Custodian II	0023	113	0.00	25,426.00	25,426.00
		TOTAL		0.00	25,426.00	25,426.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1200-431-00-122-005-0-	113	Pct 2 Administration	REGULAR FULL TIME	$24,159.57
5-1200-431-00-122-005-0-	211	Pct 2 Administration	HEALTH INSURANCE	$5,632.74
5-1200-431-00-122-005-0-	212	Pct 2 Administration	LIFE INSURANCE	$35.69
5-1200-431-00-122-005-0-	220	Pct 2 Administration	FICA	$1,848.21
5-1200-431-00-122-005-0-	230	Pct 2 Administration	RETIREMENT	$2,568.16
5-1200-431-00-122-005-0-	250	Pct 2 Administration	UNEMPLOYMENT COMP	$144.96
5-1200-431-00-122-005-0-	260	Pct 2 Administration	WORKER'S COMP	$925.31
			2015 Budgetary Impact	$35,314.64

2016 Budgetary Impact: **$37,165.81**

Possible Funding Sources: **Pct 2 Rd Maint Operating Budget - 5-1200-431-00-122-006-0-890**

Comments:

Hidalgo Co. Budget Office
2/3/2005

DATE: January 20, 2015

DEPARTMENT HEAD: Commiss. Pct.2, Eduardo O. Cantu

DEPARTMENT NAME: Hidalgo County Precinct #2 Adm

ACCOUNT NUMBER: 4-1200-431-00-122-00X-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 787-1891 Ext. 2015

2015

Interdepartmental Transfer

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			
5-1200-431-00-122-006-0- 890	Pct 2 Rd Maint	Other	(35,314.64)
TO			
5-1200-431-00-122-005-0- 113	Pct 2 Adm	Reg F/T Employees	24,159.57
5-1200-431-00-122-005-0- 211	Pct 2 Adm	Health Insurance	5,632.74
5-1200-431-00-122-005-0- 212	Pct 2 Adm	Life Insurance	35.69
5-1200-431-00-122-005-0- 220	Pct 2 Adm	FICA	1,848.21
5-1200-431-00-122-005-0- 230	Pct 2 Adm	Retirement	2,568.16
5-1200-431-00-122-005-0- 250	Pct 2 Adm	Unemployment Comp	144.96
5-1200-431-00-122-005-0- 260	Pct 2 Adm	Workers Comp	925.31
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To fund the creation of a full time Custodian II position through AI#48109 CC 1/20/15

SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 16 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Pct. 2 Road Administration 122-005 **DATE:** 01/20/15

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 0023

REQUESTED POSITION TITLE: Custodian II
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ _____ (Current Budgeted Salary) $ 25,426.00 (Proposed Budgeted Salary) $ 25,426.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Pct. 2 Road Maintenance Acct. 5-1200-431-00-122-006-0-890

POSITION Type:

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

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

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

TEMPORARY POSITIONS:

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

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

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

Pct. 2 Re-Organization Plan

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)

N/A

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

N/A

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

The position is vacant

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	1/14/15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	1/16/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	01/16/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JAN 16 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Pct. 2 Parks 122-008 **DATE:** 01/20/15

CURRENT POSITION TITLE: Maintenance/Custodian **CURRENT SLOT. #:** 0036

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 22,297.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ (22,297.00) (Net Change)

Position to be funded from one of the following:

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

☑ Other Deletion of position will create cost savings.

POSITION Type:

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

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

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

Pct. 2 Re-Organization Plan

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)

N/A

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

N/A

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	1/14/15 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	1/16/2015 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	01/16/2015 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY

CUSTODIAN II

GENERAL DESCRIPTION

Performs moderately complex (journey-level) custodial work; Work involves cleaning and caring for county buildings and premises; maintaining custodial equipment; requesting supplies; and participating in performing minor building and equipment repairs and installations; May train others; Works under moderate supervision with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs custodial functions such as sweeping, mopping, dusting, spray waxing, and floor stripping

Performs rest room maintenance, replenishing supplies and applying cleaning chemicals as appropriate

Performs carpet maintenance

Cleans office furniture, walls, windows, and floors; and empties trash

Inspects buildings for cleanliness, completed work, and needed repairs

Coordinates operating adjustments and minor building repairs

Maintains inventory records of building property and equipment; and requisitions, receives, and maintains records of custodial equipment, materials, and supplies

May perform or oversee the performance of minor maintenance and repair work on custodial equipment

May train others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in custodial work

Graduation from high school or equivalent (GED)

Experience and education may be substituted for one another

Knowledge, Skills, and Abilities

Knowledge of cleaning techniques and procedures and of inventory control principles and methods

Skill in the use of custodial materials and chemicals; in the operation of custodial Equipment and in the use of building maintenance tools and equipment

Ability to train others

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

AI -48019 **Precinct #3** **18. A.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

1. Requesting approval of Interlocal Cooperation Agreement between the County of Hidalgo and City of Penitas, concerning certain Phase II improvements to Mile 3 Corridor from FM 492 to FM 2221.
2. In accordance with Section 791.010 of the Texas Government Code, requesting approval of the interlocal cooperation agreement project regarding certain Phase II road improvements to Mile 3 Road from FM 492 to FM 2221.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-123-051-0-721

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

BUDGETARY IMPACT:

1. The County agrees at County's sole cost and expenses to complete Phase II of project development
activities, including but not limited to Plans, Specifications, Estimates, Surveying and Right of Way Mapping
within the limits of the City and ETJ of the City.

Available funds pending approval of CO2014 appropriation of funds. (RE:AI-48164 CC Mtg 1/20/15)

Attachments

ICA - City of Penitas - Mile 3

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/12/2015 01:17 PM
Manuel Chapa	Manuel Chapa	01/15/2015 05:02 PM
Purchasing Department	Monica Badillo	01/16/2015 06:30 PM
Form Started By: Norma Ceballos		Started On: 01/09/2015 09:40 AM
Final Approval Date: 01/16/2015		

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND CITY OF PEÑITAS, TEXAS CONCERNING CERTAIN PHASE II IMPROVEMENTS TO MILE 3 CORRIDOR FROM FM 492 TO FM 2221

THIS agreement is made on this the _____ day of _____, 20__ by and between the CITY OF PEÑITAS, TEXAS, hereinafter referred to as "CITY" and the COUNTY OF HIDALGO, TEXAS hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Interlocal Cooperation Act as follows:

WITNESSETH:

WHEREAS; the CITY is a municipality located in Hidalgo County, Texas;

WHEREAS; the COUNTY is a county in the State of Texas;

WHEREAS, Mile 3 corridor from FM 492 to FM 2221, which traverses within the jurisdiction of both the CITY and the COUNTY (the "Road"), is in need of expansion to a four lane roadway facility;

WHEREAS, the COUNTY and the CITY agree it is essential to develop this very important corridor, which is in much need of improvements, specifically, in need of adding capacity for increased safety;

WHEREAS, the COUNTY desires to complete Phase II of the project development activities such as Plans, Specifications, Estimates, Surveying and Right of Way Mapping of this corridor within the city limits and ETJ of the CITY;

WHEREAS, the COUNTY and CITY are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 790.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

WHEREAS, the CITY agrees to support the proposition that the COUNTY be the fiduciary agent and assume the role of project development lead for all the Phase II of the project development activities, including but not limited Plans, Specifications, Estimates, Surveying and Right of Way Mapping at 100% cost to the COUNTY within the city limits and ETJ of the CITY subject to close coordination with the CITY's Engineers;

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

1. The COUNTY agrees at COUNTY'S sole cost and expenses to complete Phase II of project development activities, including but not limited to Plans, Specifications, Estimates, Surveying and Right of Way Mapping within the limits of the CITY and ETJ of the CITY.

2. The CITY consents to the COUNTY performing such work within CITY to complete said Phase II activities of the project development within the limits of the CITY ETJ.

3. The Road at various points, passes through the jurisdiction of the CITY and COUNTY and forms a connecting link or integral part of the COUNTY road system.

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

5. **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 the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

6. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding of succeeding breach of the same or any other provision hereof.

7. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agreement or representative) and 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 CITY and COUNTY, and not otherwise.

8. This Agreement may be terminated by either party without cause on thirty (30) days notice to the other party.

9. TEXAS LAW TO APPLY: THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE

PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

    If to City: City of Peñitas
    Attention: Antonio Flores Jr., Mayor
    1 Mile South FM 1427
    Peñitas, Texas 78576

    If to County: Hidalgo County, Texas
    Attention: Ramon Garcia, Hidalgo County Judge
    P. O. Box 758
    Edinburg, Texas 78540-0758

    With copy to: Joe Flores, Commissioner, Precinct No. 3
    724 N. Breyfogle
    Mission, Texas 78574

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

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

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

14. **Assignment:** This Agreement shall not be assignable.

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

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

17. **Authority to Execute.** The execution and performance of this Agreement by the CITY and COUNTY have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the CITY and COUNTY in accordance with its terms.

18. **Governmental Purpose.** Each party hereto is entering into the agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

19. **Commitment or 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 PEÑITAS

By: _____
Antonio Flores Jr., Mayor

ATTEST:

_____
City Secretary

COUNTY OF HIDALGO

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 regarding certain Phase II road improvements to Mile 3 Road from FM 492 to FM 2221 (the "Road"), a section which is in part within the city limits of said City and in part within County jurisdiction through an Interlocal Cooperation Agreement to be entered into with the City of Penitas, 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

AI -48101 **Precinct #3** **18. B.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

1. Discussion and approval of Interlocal Cooperation Agreement among the City Alton, Hidalgo County and Hidalgo County Drainage District No. 1 in relation to widening of drainage ditch located on 5 Mile Line west of Conway.
2. In accordance with Section 791.010 of the Texas Government Code, requesting approval of the interlocal cooperation agreement project regarding the widening of drainage ditch located on 5 Mile Line west of Conway

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

2. County will haul the soil removed from widening the ditch to the location described in Exhibit B attached hereto.

Pct. will provided labor and equipment (per Pct.), if needed.

Attachments

ICA- Alton, HC, HCDD #1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/15/2015 10:28 AM
Budget & Management	Veronica Ortiz	01/15/2015 10:28 AM
Manuel Chapa	Manuel Chapa	01/15/2015 05:01 PM
Purchasing Department	Monica Badillo	01/16/2015 06:31 PM

Form Started By: Norma Ceballos Started On: 01/14/2015 09:03 AM

Final Approval Date: 01/16/2015

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
AMONG THE CITY OF ALTON, HIDALGO COUNTY
AND HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

THIS Agreement is made on this the _____ day of _____, 2015, by and among the **CITY OF ALTON**, hereinafter referred to as "Alton," and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County," the Hidalgo County Drainage District No. 1 hereinafter referred to as "District" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Alton is a municipality located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, District is a drainage district in the State of Texas;

WHEREAS, Alton, desires to widen a drainage ditch more particularly described on Exhibit A attached hereto which drainage ditch ultimately empties into the drainage system of District;

WHEREAS, Alton has requested assistance from County in hauling soil from the widening of such ditch to a location described in Exhibit B attached hereto;

WHEREAS, Alton, has requested assistance from District to spread and compact the soil hauled by County to the site described in Exhibit B;

WHEREAS, County and District have agreed to cooperate in the improvements to such ditch as the widening of such ditch will alleviate drainage problems in Alton Old Townsite and points north;

WHEREAS, County and the District will benefit from the increased drainage in areas of Precinct 3 Hidalgo County; and

WHEREAS, Alton, County and District are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't. Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act,

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

1. Alton shall widen the drainage ditch in the area more particularly described in Exhibit A attached hereto.

2. County will haul the soil removed from widening the ditch to the location described in Exhibit B attached hereto.

3. District will spread and compact the soil removed from widening of the ditch on the location described in Exhibit B attached hereto.

4. Alton, County and District will coordinate work schedules in order to provide for minimal disruption of traffic and, and will use their best efforts to complete the project within one hundred eighty (180) days of the commencement of this Agreement.

6. Alton, pursuant to Tex. Trans. Code §251.012, authorize County to perform the work described herein. Alton authorizes District to perform the work described herein.

7. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between 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.

8. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

10. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created

hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

11. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or 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 Alton: City of Alton
Attention: City Manager
509 S. Alton Blvd.
Alton, Texas 78573

If to County: County of Hidalgo
Attention: County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

with copy to : Commissioner, Precinct No. 3
Attention: Joe Flores, Commissioner
724 North Breyfogle
Mission, Texas 78574

If to District: Hidalgo County District No. 1
Attention: Manager
900 N. Doolittle Road
Edinburg, Texas 78541

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

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

13. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal

representatives, successors, and assigns where permitted by this Agreement.

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

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

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

17. **Authority to Execute.** The execution and performance of this Agreement by Alton, County and District have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Alton, County and District in accordance with its terms.

18. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

19. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

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

THE CITY OF ALTON

_____
Salvador Vela, Mayor

ATTEST:

_____
Baudelia Rojas, City Secretary

HIDALGO COUNTY, TEXAS

_____,
Ramon Garcia County Judge
HIDALGO COUNTY DRAINAGE
DISTRICT NO. 1

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, Alton, desires to widen a drainage ditch more particularly described on Exhibit A attached hereto which drainage ditch ultimately empties into the drainage system of District, located within the corporate limits of City of Alton, Texas.

By vote on_____ 2015, the Hidalgo County Commissioners Court has approved the Road project identified above.

_____
By: Ramon Garcia, County Judge

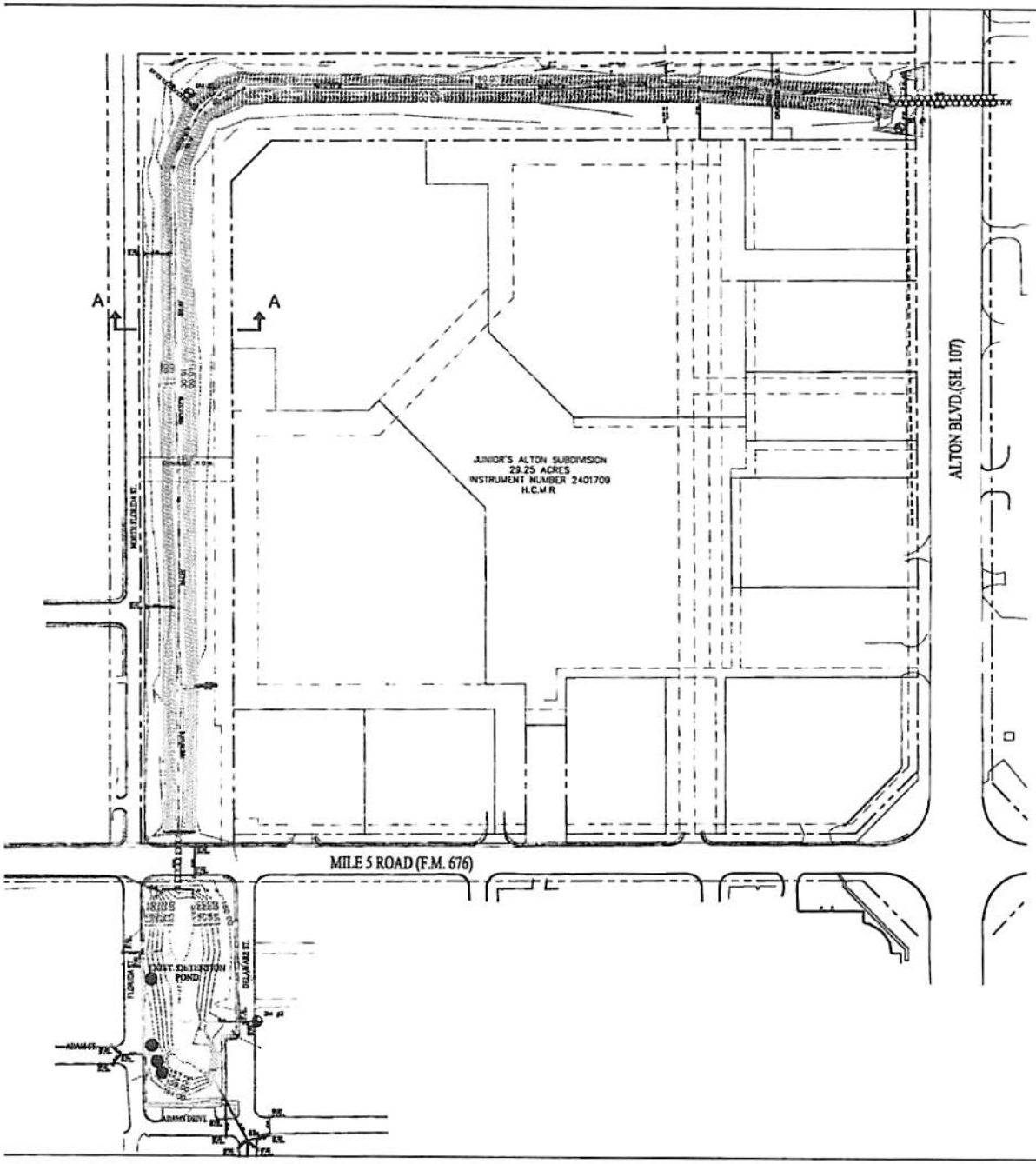
ATTEST:

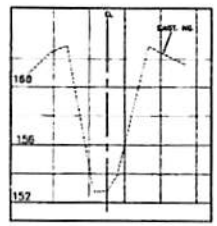
_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

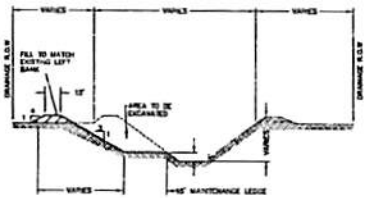
ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain





EXISTING TYPICAL SECTION A–A



TYPICAL DRAINAGE DITCH SECTION A–A

EXHIBIT "A"

ALTON PUBLIC IMPROVEMENT PROJECT
ALTON TOWN–SITE DRAINAGE
CITY OF ALTON, TEXAS

PROJECT SITE LAYOUT

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC

Drawn
Check'd H. CHITTI
Date OCTOBER 2014
Job No. 167-002
Sheet 1 of 1

EXHIBIT "B"

Job No. 187-002	Drawn: H. ORTIZ	LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC.	ALTON PUBLIC IMPROVEMENT PROJECT ALTON TOWN-SITE DRAINAGE CITY OF ALTON, TEXAS	NO.	DATE	REVISION	APPROV.
Sheet 1 of 1	Date: OCTOBER 2014		HAULING SITE LAYOUT	1			
				2			
				3			
				4			

AI -48116 **Precinct #4** **19. A.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted By: Rebecca Gomez, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Right of Way:
1. Discussion and/or approval of Order Closing, Abandoning and Vacating 0.753 acres of roadway between Block NOS. 10 and 11, Section No. 260 of the Texas-Mexican Railway Company's Subdivision, Hidalgo County, Texas (Holmes RD)

2. Discussion and/or approval of Order Closing, Abandoning and Vacating 0.443 acres of roadway between Block NOS. 10 and 11, Section No. 260 of the Texas-Mexican Railway Company's Subdivision, Hidalgo County, Texas (Holmes RD)

BACKGROUND

Fiscal Impact

Attachments

Holmes RD- Pct. 4
Holmes RD- Pct.4 (B)
Pct.4 Legal OK for Holmes RD

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/15/2015 03:30 PM
Manuel Chapa	Manuel Chapa	01/15/2015 04:57 PM
Purchasing Department	Monica Badillo	01/16/2015 06:31 PM

Form Started By: Rebecca Gomez Started On: 01/14/2015 03:05 PM
Final Approval Date: 01/16/2015

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

ORDER CLOSING, ABANDONING AND VACATING OF ROADWAY

WHEREAS, the Commissioners Court of Hidalgo County, on the ____ day of _____, 2015, at a duly called and noticed meeting of the Hidalgo County Commissioners Court at which a quorum was present came to be heard facts and information concerning abandoning, closing and vacating a 0.443 acre tract of land being a portion of unpaved public road known as Holmes Road situated between Block Nos. 10 and 11, Section No. 260 of the Texas-Mexican Railway Company's Subdivision recorded in Volume 2, Page 29 of the Map Records of Hidalgo County, Texas, said 0.443 acre tract of land being more particularly described by meets and bounds attached hereto as Exhibit "A" and made a part hereof (the "Road"); and

WHEREAS, the Commissioners Court has determined there exists ingress and egress to the public to the properties abutting the Road.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED that the Commissioners Court of Hidalgo County based on the facts presented, does hereby unanimously agree to abandon, close and vacate the Road as described in Exhibit "A".

BE IT FURTHER ORDERED that, in accordance with Texas Transportation Code Section 251.058 (b), title to the portion of the Road that is closed, abandoned, and vacated to the center line of the road vests on the date this Order is signed by the County Judge in the owners of the property that abut the Road being the Estate of Willard Orrin Fike, deceased a/k/a Willard O. Fike such real property described Exhibit B, attached hereto and Michael R. Fike, George A. Fike and Frank Samuel Fike a/k/a Frank Sam Fike, such real property described on Exhibit C attached hereto; the real property described on Exhibit's B and C being the portions of such owners' real property that abut the Road being closed, abandoned and vacated. A copy of this Order shall be filed in the deed records of Hidalgo County and serves as the official instrument of conveyance from Hidalgo County to the owners of such abutting property.

WHEREUPON, Commissioner _____ moved for the adoption of said Order, said motion being seconded by Commissioner _____ and duly adopted by all members of the Court present voting "aye".

READ, PASSED, APPROVED AND ORDERED this _____ day of _____, 2015.

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

STATE OF TEXAS
COUNTY OF HIDALGO

METES AND BOUNDS DESCRIPTION
(ABANDONED HOLMES ROAD R.O.W.)
0.443 ACRE TRACT

BEING A 0.443 ACRE (19,295 S.F.) TRACT OF LAND, A PORTION OF A PUBLIC ROAD SITUATED BETWEEN BLOCK NOS. 10 AND 11, SECTION NO. 260, OF THE TEXAS-MEXICAN RAILWAY COMPANY'S SUBDIVISION, AS RECORDED IN VOLUME 2, PAGE 29 OF THE HIDALGO COUNTY MAP RECORDS (M.R.H.C.), TEXAS, SAID 0.443 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8" iron rod with yellow plastic cap stamped "DLS BNDRY MKR" (herein after referred to as "with cap"), set at the intersection of the existing east right of way line of Holmes Road (40.0' right of way width), with the south line of that certain called 10.135 acre tract (west), as recorded in Document No. 2200737 of the Official Records of Hidalgo County (O.R.H.C.), Texas, for the southeast corner of this described tract, from which the northeast corner of that certain 55.00 acre (called) tract conveyed to the County of Hidalgo as recorded in Document No. 1987997 (O.R.H.C.), Texas, bears South 81°06'43" East. a distance of 975.16 feet to a Cotton Picker Spindle (C.P.S.) found in the middle of Sunflower Road;

THENCE, North 81°06'43" West, along the north line of said 55.00 acre tract, at a distance of 20.00 feet pass the west line said Block No. 10, and continuing for a total distance of 40.00 feet to a 5/8" iron rod with cap set at the intersection of the existing west right of way line of said Holmes Road with the north line of said 55.00 acre tract, for the southwest corner of this described tract;

THENCE, North 08°57'02" East, along the existing west right of way line of said Holmes Road, a distance of 482.38 feet to a 5/8" iron rod with cap set at the intersection of that certain 7.615 acre (calculated) tract as recorded in Document No. 2200737 (O.R.H.C.), Texas, with the south right of way line of Mile 17 North Road (40.00' right of way width), for the northwest corner of this described tract;

THENCE, South 81°06'50" East, along the south right of way line of said Mile 17 North Road, at a distance of 20.00 feet pass the east line Block No. 11, and continuing for a total distance of 40.00 feet to a 5/8" iron rod with cap set at the intersection of the north line of said 10.135 acre tract of land (Parcel #36) with the existing east right of way line of said Holmes Road, for the northeast corner of this described tract;

1002 F Expressway 83 Weslaco, Texas 78596♦ Phone: 956.969.4183♦ Fax: 956.447.8194

THENCE, South 08°57'02" West, along the existing east right of way line of said Holmes Road, a distance of 482.38 feet to the **POINT OF BEGINNING** of the herein described tract of land, said tract contains 0.443 acre (19,295 S.F.), more or less.

Bearings are Grid North, based on the Texas State Plane Coordinate System, South Zone (4205), NAD 83.

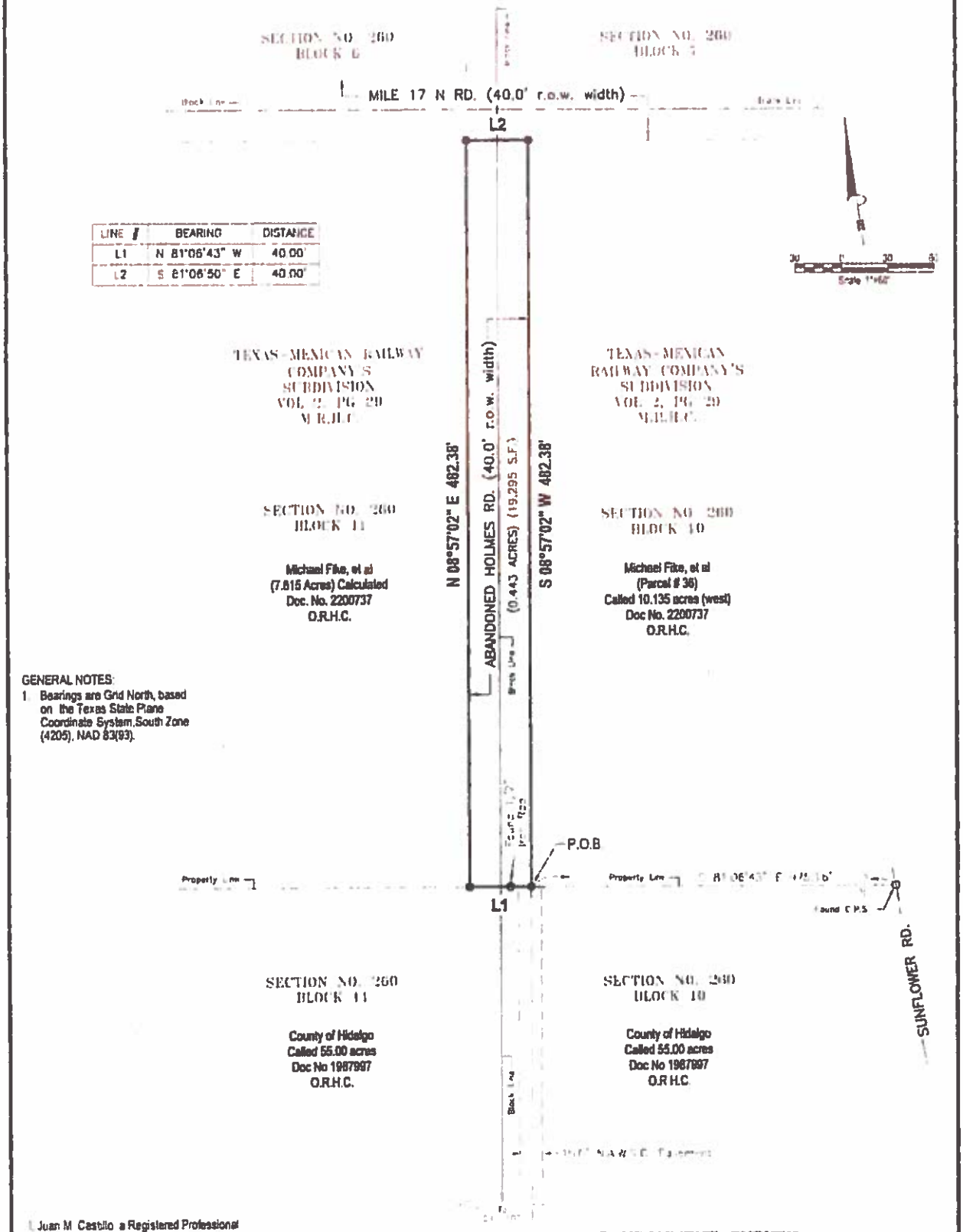
A survey plat of even date was prepared and is made a part of this metes and bounds description.

The deed of records for the subject tract is recorded in Document 2200737 (O.R.H.C.). Texas and made reference to in Title Report No. 20[illegible].

STATE OF TEXAS
REGISTERED
JUAN M. CASTILLO
6146
PROFESSIONAL
LAND SURVEYOR
4-15-14

Juan M. Castillo, R.P.L.S. No. 6146

1002 E Expressway 83 Weslaco, Texas 78596♦ Phone: 956.969.4183♦ Fax: 956.447.8194



LINE #	BEARING	DISTANCE
L1	N 81°06'43" W	40.00'
L2	S 81°06'50" E	40.00'

GENERAL NOTES:

1. Bearings are Grid North, based on the Texas State Plane Coordinate System,South Zone (4205), NAD 83(93).

I, Juan M. Castillo a Registered Professional Land Surveyor in the State of Texas, hereby certify that the foregoing plat correcly represents the facts found on the ground and to the best of my knowledge that is true and correct, under my direction

Juan M. Castillo R.P.L.S #6146

STATE OF TEXAS REGISTERED JUAN M. CASTILLO 6146 PROFESSIONAL LAND SURVEYOR

4-15-19

ABANDONMENT SURVEY
HOLMES ROAD R.O.W.
0.443 ACRES
BLOCKS 10 AND 11, SECTION 260
TEXAS-MEXICAN RAILWAY COMPANY'S SUBDIVISION
VOL. 2, PG. 29, H.C.M.R.

M.R.H.C.	MAP RECORDS HIDALGO COUNTY, TEXAS
O.R.H.C.	OFFICIAL RECORDS HIDALGO COUNTY, TEXAS
D.R.H.C.	DEED RECORDS HIDALGO COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
●	5/8" IRON ROD SET WITH YELLOW CAP STAMPED "DLS BNDY MARK"
O	5/8" IRON ROD FOUND WITH YELLOW CAP STAMPED "DLS BNDY MARK" (UNLESS OTHERWISE NOTED)
	PROPERTY LINE

DLS
1002 E. Expressway 83 Ph (956)969-4183
Weslaco TX 78596 Fax (956)447-8194

STATE OF TEXAS
COUNTY OF HIDALGO

METES AND BOUNDS DESCRIPTION
(PARTIAL ABANDONED HOLMES ROAD R.O.W.)
0.221 ACRE TRACT

BEING A 0.221 ACRE (9,648 S.F.) TRACT OF LAND, A PORTION OF A PUBLIC ROAD SITUATED IN BLOCK NO. 11, SECTION NO. 260, OF THE TEXAS-MEXICAN RAILWAY COMPANY'S SUBDIVISION, AS RECORDED IN VOLUME 2, PAGE 29 OF THE HIDALGO COUNTY MAP RECORDS (M.R.H.C.), TEXAS, BEING OUT OF THE REMAINDER OF EAST 1/2 OF SAID LOT 11 ACRE TRACT CONVEYED TO WILLARD FIKE, AS RECORDED IN VOLUME 2044, PAGE 600 (O.R.H.C.), TEXAS, SAID 0.221 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8" iron rod with yellow plastic cap stamped "DLS BNDRY MKR" (herein after referred to as "with cap") set at the common corner of said E 1/2 of Lot 11 acre tract, that certain called 55.00 acre tract conveyed to the County of Hidalgo as recorded in Document No. 1987997 (O.R.H.C.), Texas, and that certain called 10.135 acre tract, conveyed to Michael W. Fike, et al, as recorded in Document No. 2200737 (O.R.H.C.), Texas, from which the northeast corner of said 55.00 acre tract, bears South 81°06'43" East, a distance of 995.16 feet to a Cotton Picker Spindle (C.P.S.) found in the middle of Sunflower Road (40.00' right of way width);

THENCE, North 81°06'43" West, along the common line of said E 1/2 of Lot 11 acre tract and said 55.00 acre tract, a distance of 20.00 feet to a 5/8" iron rod with cap set on the existing west right of way line of Holmes Road (40.00' right of way width), for the southwest corner of this described tract;

THENCE, North 08°57'02" East, along the existing west right of way line of said Holmes Road, a distance of 482.38 feet to a 5/8" iron rod with cap set on the south right of way line of Mile 17 North Road (40.00' right of way width), for the northwest corner of this described tract;

THENCE, South 81°06'50" East, along the south right of way line of said Mile 17 North Road, a distance of 20.00 feet to a 5/8" iron rod with cap set at the common corner of said East 1/2 of Lot 11 acre tract and said called 10.135 acre tract, same being the common line of said Lots 10 and 11, for the northeast corner of this described tract;

THENCE, South 08°57'02" West, along the common line of said Lots 10 and 11, same being the common line of said East 1/2 of Lot 11 acre tract and said called 10.135 acre tract, a distance of 482.38 feet to the **POINT OF BEGINNING** of the herein described tract of land, said tract contains 0.221 acre (9,648 S.F.), more or less.

1002 E. Expressway 83 Weslaco, Texas 78596♦ Phone: 956.969.4183♦ Fax: 956.447.8194

Bearings are Grid North, based on the Texas State Plane Coordinate System. South Zone (4205). NAD 83.

A survey plat of even date was prepared and is made a part of this metes and bounds description.

The deed of record for the subject tract is recorded in Volume 2044, Page 600 (O.R.H.C.), Texas.

Juan M. Castillo

Juan M. Castillo, R.P.L.S. No. 6146

STATE OF TEXAS
REGISTERED
JUAN M. CASTILLO
6146
PROFESSIONAL
LAND SURVEYOR

8.12.14

1002 E. Expressway 83 Weslaco, Texas 78596♦ Phone: 956.969.4183♦ Fax: 956.447.8194

LINE #	BEARING	DISTANCE
L1	N 81°06'43" W	20.00'
L2	S 81°06'50" E	20.00'

30 0
Sca

TEXAS-MEXICAN RAILWAY
COMPANY'S
SUBDIVISION
VOL 2, PG 29
M.R.H.C.

SECTION NO. 260
BLOCK 11

Willard Fike
E½ Lot 11 (Remainder)
Vol. 2044, Pg. 600
O.R.H.C.

3.
Grid North, based on the
lane Coordinate
Zone (4205), NAD

as prepared with
o. 2044600 by South
vestigations.

d reservations as
on the recorded
exas-Mexican Railway
rvey, recorded in
ge 29, Map
dalgo County, Texas.

s, rules,
asements and liens in
go County Irrigation
pursuant to applicable
Texas Water Code.

Property Line

N 08°57'02" E 482.38'

(0.221 ACRES) (9,648 S.F.)

ABANDONED HOLMES RD. (40.0' r.o.w. width)

S 08°57'02" W 482.38'

Block Line

P.O.B.

L1

TEXAS-MEXICAN
RAILWAY COMPANY'S
SUBDIVISION
VOL. 2, PG 29
M.R.H.C.

SECTION NO. 260
BLOCK 10

Michael W. Fike, et al
(Parcel # 36)
Called 10.135 acres
Doc No. 2200737
O.R.H.C.

Property Line

995.16'

Found C

SECTION NO. 260
BLOCK 11

County of Hidalgo
Called 55.00 acres
Doc No 1987997
O.R.H.C.

Block Line

SECTION NO. 260
BLOCK 10

County of Hidalgo
Called 55.00 acres
Doc No 1987997
O.R.H.C.

STATE OF TEXAS
COUNTY OF HIDALGO

EXHIBIT
C

METES AND BOUNDS DESCRIPTION
(PARTIAL ABANDONED HOLMES ROAD R.O.W.)
0.221 ACRE TRACT

BEING A 0.221 ACRE (9,648 S.F.) TRACT OF LAND, A PORTION OF A PUBLIC ROAD SITUATED IN BLOCK NO. 10, SECTION NO. 260, OF THE TEXAS-MEXICAN RAILWAY COMPANY'S SUBDIVISION, AS RECORDED IN VOLUME 2, PAGE 29 OF THE HIDALGO COUNTY MAP RECORDS (M.R.H.C.), TEXAS, BEING OUT OF A CALLED 10.135 ACRE TRACT CONVEYED TO MICHAEL W. FIKE, ET AL, AS RECORDED IN DOC NO. 2200737 OFFICIAL RECORDS HIDALGO COUNTY (O.R.H.C.), TEXAS, SAID 0.221 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8" iron rod with yellow plastic cap stamped "DLS BNDRY MKR" (herein after referred to as "with cap"), set at the intersection of the existing east right of way line of Holmes Road (40.0' right of way width), with the common line said 10.135 acre tract and that certain called 55.00 acre tract, conveyed to County of Hidalgo as recorded in Document No. 1987997 (O.R.H.C.), Texas, from which the northeast corner of said 55.00 acre tract, bears South 81°06'43" East, a distance of 975.16 feet to a Cotton Picker Spindle (C.P.S.) found in the middle of Sunflower Road, for the southeast corner of this described tract;

THENCE, North 81°06'43" West, along the common line of said 55.00 acre tract and said 10.135 acre tract, a distance of 20.00 feet to a 5/8" iron rod with cap set at the common corner of said 10.135 acre tract, said 55.00 acre tract and that certain East 1/2 of Lot 11 (remainder) conveyed to Willard Fike, as recorded in Volume 2044, Page 600 (O.R.H.C.), Texas, for the southwest corner of this described tract;

THENCE, North 08°57'02" East, along the common boundary line of said Lots 10 and 11, a distance of 482.38 feet to a 5/8" iron rod with cap set on the south right of way line of Mile 17 North Road (40.00' right of way width), for the northwest corner of this described tract;

THENCE, South 81°06'50" East, along the south right of way line of said Mile 17 North Road, a distance of 20.00 feet to a 5/8" iron rod with cap set on the east right of way line of said Holmes Road, for the northeast corner of this described tract;

THENCE, South 08°57'02" West, along the east right of way line of said Holmes Road, a distance of 482.38 feet to the **POINT OF BEGINNING** of the herein described tract of land, said tract contains 0.221 acre (9,648 S.F.), more or less.

1002 E. Expressway 83 Weslaco, Texas 78596♦ Phone: 956.969.4183♦ Fax: 956.447.8194

Bearings are Grid North, based on the Texas State Plane Coordinate System, South Zone (4205), NAD 83.

A survey plat of even date was prepared and is made a part of this metes and bounds description.

The deed of record for the subject tract is recorded in Document 2200737 (O.R.H.C.), Texas.

Juan M. Castillo

Juan M. Castillo, R.P.L.S. No. 6146

STATE OF TEXAS
REGISTERED
JUAN M. CASTILLO
6146
PROFESSIONAL
LAND SURVEYOR
8.12.14

1002 E. Expressway 83 Weslaco, Texas 78596♦ Phone: 956.969.4183♦ Fax: 956.447.8194

LINE #	BEARING	DISTANCE
L1	N 81°06'43" W	20.00'
L2	S 81°06'50" E	20.00'

TEXAS-MEXICAN RAILWAY COMPANY'S SUBDIVISION VOL 2, PG 29 M.R.H.C.

SECTION NO. 260 BLOCK 11

Willard Fike
E ½ Lot 11 (Remainder)
Vol. 2044, Pg. 600
O.R.H.C.

TEXAS-MEXICAN RAILWAY COMPANY'S SUBDIVISION VOL 2, PG 29 M.R.H.C.

SECTION NO. 260 BLOCK 10

Michael W. Fike, et al
(Parcel # 36)
Called 10.135 acres
Doc No. 2200737
O.R.H.C.

N 08°57'02" E 482.38'

ABANDONED HOLMES RD. (40.0' r.o.w. width)
(0.221 ACRES) (9,648 S.F.)

S 08°57'02" W 482.38'

P.O.B.

L1

Property line

Property line

SECTION NO. 260 BLOCK 11

County of Hidalgo
Called 55.00 acres
Doc No 1987997
O.R.H.C.

SECTION NO. 260 BLOCK 10

County of Hidalgo
Called 55.00 acres
Doc No 1987997
O.R.H.C.

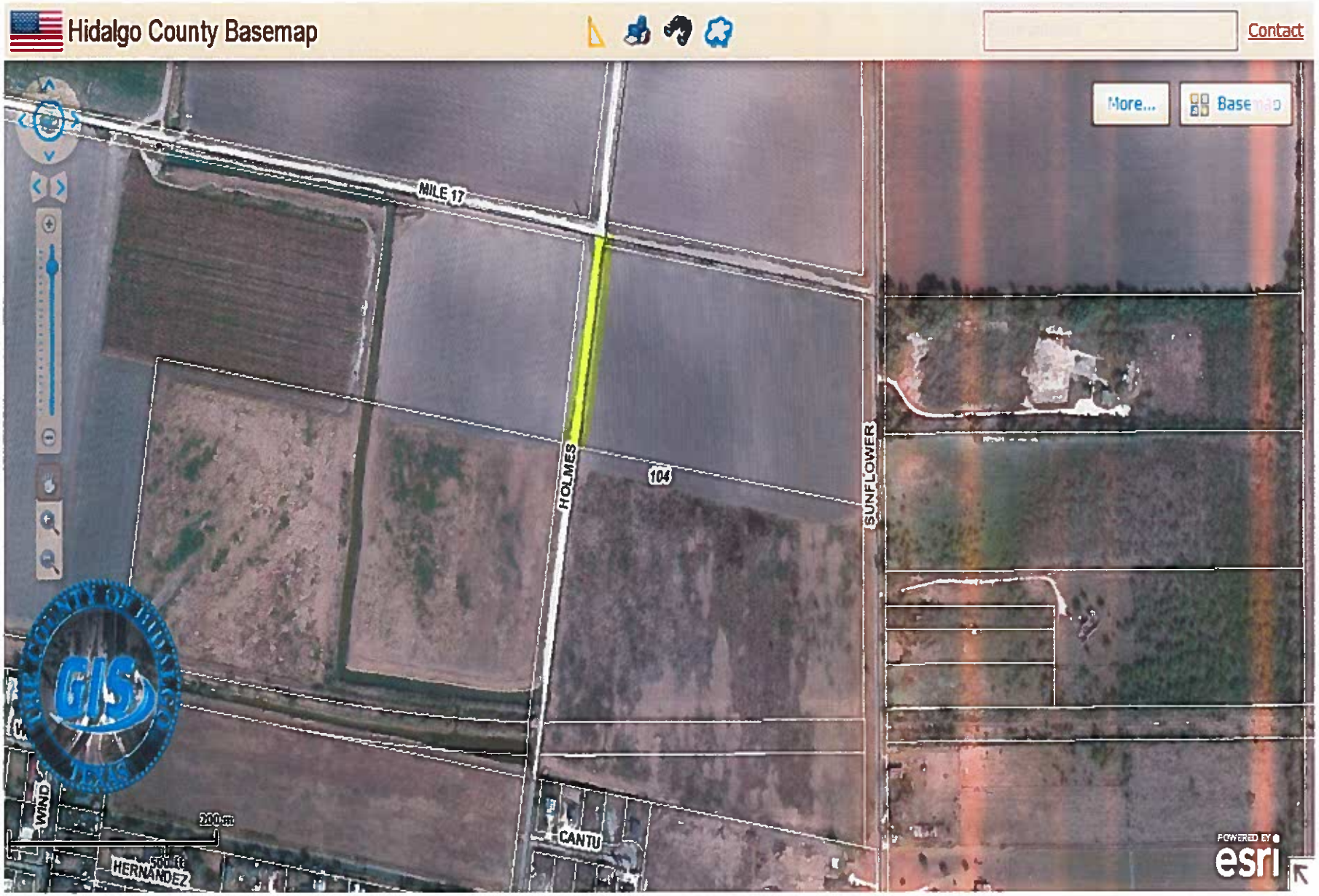
s:
Grid North, based on the
Plane Coordinate
Zone (4205), NAD

as prepared with
o. 2200737 by South
vestigations.

d reservations as
ion the recorded
exas-Mexican Railway
urvey, recorded in
ge 29, Map
dalgo County, Texas.

s, rules,
sements and liens in
o County Irrigation
pursuant to applicable
Texas Water Code.

Approximate Project Limit



THE STATE OF TEXAS §

COUNTY OF HIDALGO §

ORDER CLOSING, ABANDONING AND VACATING OF ROADWAY

WHEREAS, the Commissioners Court of Hidalgo County, on the ____ day of _____, 2015, at a duly called and noticed meeting of the Hidalgo County Commissioners Court at which a quorum was present came to be heard facts and information concerning abandoning, closing and vacating a 0.753 acre tract of land being a portion of unpaved public road known as Holmes Road situated between Block Nos. 10 and 11, Section No. 260 of the Texas-Mexican Railway Company's Subdivision recorded in Volume 2, Page 29 of the Map Records of Hidalgo County, Texas, said 0.753 acre tract of land being more particularly described by meets and bounds attached hereto as Exhibit "A" and made a part hereof (the "Road"); and

WHEREAS, the Commissioners Court has determined there exists ingress and egress to the public to the properties abutting the Road.

NOW, THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED that the Commissioners Court of Hidalgo County based on the facts presented, does hereby unanimously agree to abandon, close and vacate the Road as described in Exhibit "A".

BE IT FURTHER ORDERED that, in accordance with Texas Transportation Code Section 251.058 (b), title to the portion of the Road that is closed, abandoned, and vacated to the center line of the road vests on the date this Order is signed by the County Judge in the owners of the property that abut the Road being Hidalgo County, Texas a description of such property is described on Exhibit B attached hereto being the portion of such owner's property that abut the Road being closed, abandoned and vacated. A copy of this Order shall be filed in the deed records of Hidalgo County and serves as the official instrument of conveyance from Hidalgo County to the owners of such abutting property.

WHEREUPON, Commissioner _____ moved for the adoption of said Order, said motion being seconded by Commissioner _____ and duly adopted by all members of the Court present voting "aye".

READ, PASSED, APPROVED AND ORDERED this _____ day of _____, 2015.

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

STATE OF TEXAS
COUNTY OF HIDALGO

METES AND BOUNDS DESCRIPTION
(ABANDONED HOLMES ROAD R.O.W.)
0.753 ACRE TRACT

BEING A 0.753 ACRE (32,801 S.F.) TRACT OF LAND, A PORTION OF A PUBLIC ROAD SITUATED BETWEEN BLOCK NOS. 10 AND 11, SECTION NO. 260, OF THE TEXAS-MEXICAN RAILWAY COMPANY'S SUBDIVISION, AS RECORDED IN VOLUME 2, PAGE 29 OF THE HIDALGO COUNTY MAP RECORDS (H.C.M.R.), TEXAS, SAID 0.753 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8" iron rod with yellow plastic cap stamped "DLS BNDRY MKR" (herein after referred to as "with cap"), set at the intersection of the existing east right of way line of Holmes Road (r.o.w. width varies), with the north line of Rankin Subdivision as recorded in Volume 21, Page 23 (M.R.H.C.), Texas, being the north line of Block No. 15, for the southeasterly corner of this described tract, from which the northeast corner of said Rankin Subdivision, bears South 81°11'03" East, a distance of 372.19 feet to a found 1-inch iron pipe;

THENCE, North 81°11'03" West, along the north line of said Block No. 15, at a distance of 20.00 feet pass the west line said Block No. 15, and continuing for a total distance of 40.00 feet to a 5/8" iron rod with cap set on the existing west right of way line of said Holmes Road, for the southwest corner of this described tract;

THENCE, North 08°57'02" East, along the existing west right of way line of said Holmes Road, a distance of 820.06 feet to a 5/8" iron rod with cap set on the common line of said 55.00 acre tract of land and that certain 7.615 acre (calculated) tract of land conveyed Willard Fike, as recorded in Document No. 2200737 Hidalgo County Official Records (H.C.O.R.), Texas, for the northwest corner of this described tract;

THENCE, South 81°06'43" East, along said common line of said 55.00 acre tract and said 7.615 acre (calculated) tract, at a distance of 20.00 feet pass the east line Block No. 11, and continuing for a total distance of 40.00 feet to a 5/8" iron rod with cap set on the south line of that certain 10.135 acre tract of land (Parcel #36) conveyed to Michael Fike, et al, recorded in Document No. 2200737 (O.R.H.C.), Texas, for the northeast corner of this described tract;

1002 E. Expressway 83 Weslaco, Texas 78596♦ Phone: 956.969.4183♦ Fax: 956.447.0194

THENCE, South 08°57'02" West, along the existing east right of way line of said Holmes Road, a distance of 820.01 feet to the **POINT OF BEGINNING** of the herein described tract of land. said tract contains 0.753 acre (32,801 S.F.), more or less.

Bearings are Grid North, based on the Texas State Plane Coordinate System, South Zone (4205), NAD 83.

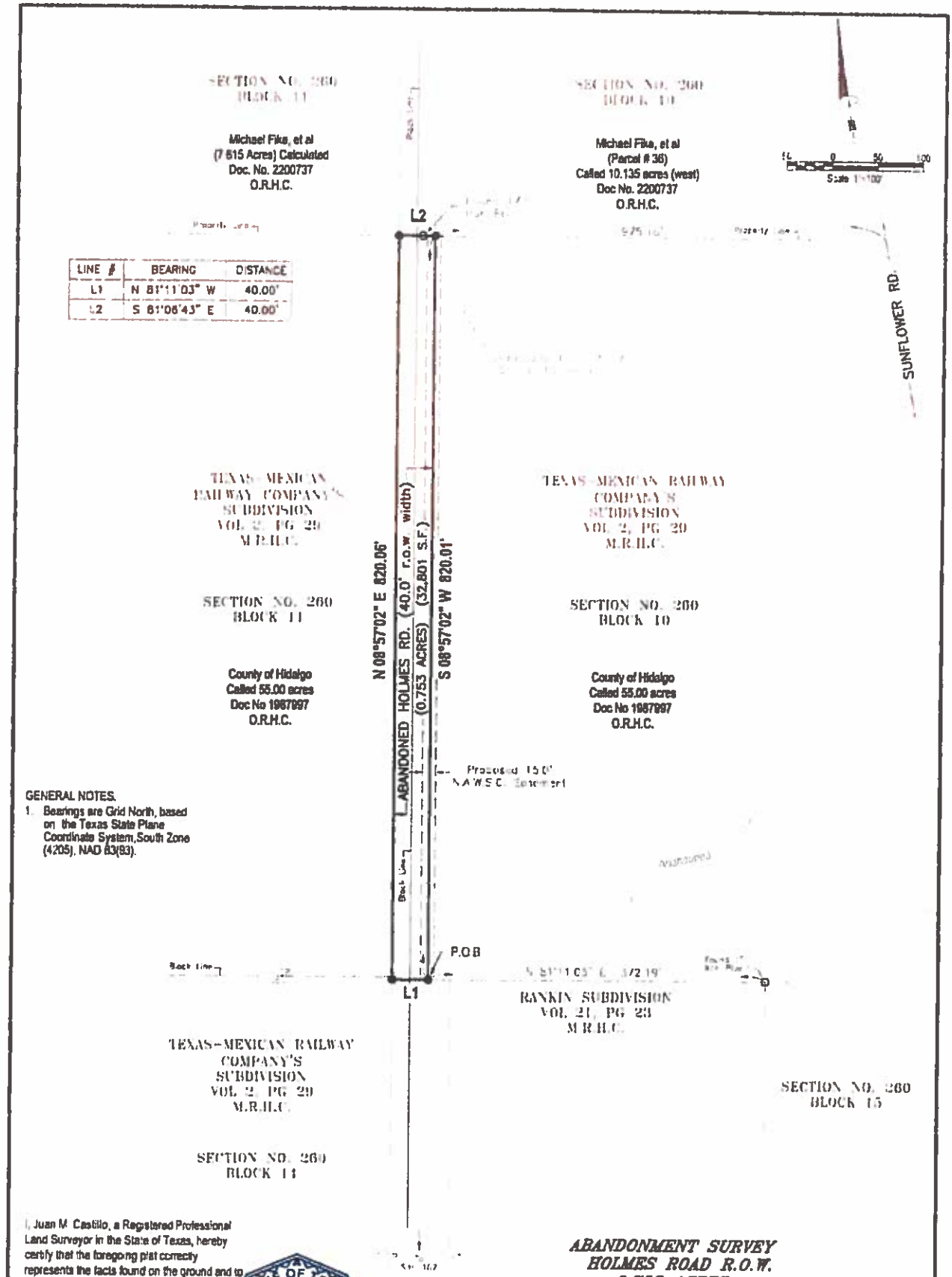
A survey plat of even date was prepared and is made a part of this metes and bounds description.

The deed of records for the subject tract is recorded in Volume 2, Page 29 (M.R.H.C.), Texas.

Juan M. Castillo, R.P.L.S. No. 6146

STATE OF TEXAS
JUAN M. CASTILLO
6146
PROFESSIONAL
LAND SURVEYOR
4-15-14

1002 E. Expressway 83 Weslaco, Texas 78596♦ Phone: 956.969.4183♦ Fax: 956.447.8194


SECTION NO. 260
BLOCK 11
Michael Fike, et al
(7.615 Acres) Calculated
Doc. No. 2200737
O.R.H.C.
SECTION NO. 260
BLOCK 10
Michael Fike, et al
(Parcel # 36)
Called 10.135 acres (west)
Doc No. 2200737
O.R.H.C.
L2
L1
LINE # | BEARING | DISTANCE
L1 | N 81°11'03" W | 40.00'
L2 | S 81°06'43" E | 40.00'
SUNFLOWER RD.
TEXAS-MEXICAN RAILWAY COMPANY'S SUBDIVISION
VOL. 2, PG. 29
M.R.H.C.
SECTION NO. 260
BLOCK 11
County of Hidalgo
Called 55.00 acres
Doc No 1987097
O.R.H.C.
N 08°57'02" E 820.06'
ABANDONED HOLMES RD. (40.0' r.o.w. width)
(0.753 ACRES) (32,801 S.F.)
S 08°57'02" W 820.01'
TEXAS-MEXICAN RAILWAY COMPANY'S SUBDIVISION
VOL. 2, PG. 29
M.R.H.C.
SECTION NO. 260
BLOCK 10
County of Hidalgo
Called 55.00 acres
Doc No 1987097
O.R.H.C.
Proposed 15.0' N.A.W.S.C. Easement
P.O.B
GENERAL NOTES.
1. Bearings are Grid North, based on the Texas State Plane Coordinate System, South Zone (4205), NAD 83(93).
RANKIN SUBDIVISION
VOL. 21, PG. 23
M.R.H.C.
TEXAS-MEXICAN RAILWAY COMPANY'S SUBDIVISION
VOL. 2, PG. 29
M.R.H.C.
SECTION NO. 260
BLOCK 15
SECTION NO. 260
BLOCK 11
I, Juan M. Castillo, a Registered Professional Land Surveyor in the State of Texas, hereby certify that the foregoing plat correctly represents the facts found on the ground and to the best of my knowledge that is true and correct, under my direction
STATE OF TEXAS
REGISTERED
JUAN M. CASTILLO
6146
PROFESSIONAL
LAND SURVEYOR
4-15-24
Juan M. Castillo R.P.L.S #6146
ABANDONMENT SURVEY
HOLMES ROAD R.O.W.
0.753 ACRES
BLOCKS 10 AND 11, SECTION 260
TEXAS-MEXICAN RAILWAY COMPANY'S SUBDIVISION
VOL. 2, PG. 29, H.C.M.R.
M.R.H.C MAP RECORDS HIDALGO COUNTY, TEXAS
O.R.H.C OFFICIAL RECORDS HIDALGO COUNTY, TEXAS
D.R.H.C DEED RECORDS HIDALGO COUNTY, TEXAS
P.O.B POINT OF BEGINNING
● 5/8" IRON ROD SET WITH YELLOW CAP STAMPED "DLS BNDY MARK"
○ 5/8" IRON ROD FOUND W/O YELLOW CAP STAMPED "DLS BNDY MARK" (UNLESS OTHERWISE NOTED)
PROPERTY LINE
DLS
1002 E Expressway 83 Ph (956)969-4183
Weslaco TX 78596 Fax (956)447-4184

STATE OF TEXAS
COUNTY OF HIDALGO

EXHIBIT B

METES AND BOUNDS DESCRIPTION
(ABANDONED HOLMES ROAD R.O.W.)
0.753 ACRE TRACT

BEING A 0.753 ACRE (32,801 S.F.) TRACT OF LAND, A PORTION OF A PUBLIC ROAD SITUATED BETWEEN BLOCK NOS. 10 AND 11, SECTION NO. 260, OF THE TEXAS-MEXICAN RAILWAY COMPANY'S SUBDIVISION, AS RECORDED IN VOLUME 2, PAGE 29 OF THE HIDALGO COUNTY MAP RECORDS (H.C.M.R.), TEXAS, SAID 0.753 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8" iron rod with yellow plastic cap stamped "DLS BNDRY MKR" (herein after referred to as "with cap"), set at the intersection of the existing east right of way line of Holmes Road (r.o.w. width varies), with the north line of Rankin Subdivision as recorded in Volume 21, Page 23 (M.R.H.C.), Texas, being the north line of Block No. 15, for the southeasterly corner of this described tract, from which the northeast corner of said Rankin Subdivision, bears South 81°11'03" East, a distance of 372.19 feet to a found 1-inch iron pipe;

THENCE, North 81°11'03" West, along the north line of said Block No. 15, at a distance of 20.00 feet pass the west line said Block No. 15, and continuing for a total distance of 40.00 feet to a 5/8" iron rod with cap set on the existing west right of way line of said Holmes Road, for the southwest corner of this described tract;

THENCE, North 08°57'02" East, along the existing west right of way line of said Holmes Road, a distance of 820.06 feet to a 5/8" iron rod with cap set on the common line of said 55.00 acre tract of land and that certain 7.615 acre (calculated) tract of land conveyed Willard Fike, as recorded in Document No. 2200737 Hidalgo County Official Records (H.C.O.R.), Texas, for the northwest corner of this described tract;

THENCE, South 81°06'43" East, along said common line of said 55.00 acre tract and said 7.615 acre (calculated) tract, at a distance of 20.00 feet pass the east line Block No. 11, and continuing for a total distance of 40.00 feet to a 5/8" iron rod with cap set on the south line of that certain 10.135 acre tract of land (Parcel #36) conveyed to Michael Fike, et al, recorded in Document No. 2200737 (O.R.H.C.), Texas, for the northeast corner of this described tract;

1002 E. Expressway 83 Weslaco, Texas 78596♦ Phone: 956.969.4183♦ Fax: 956.447.8194

THENCE, South 08°57'02" West, along the existing east right of way line of said Holmes Road, a distance of 820.01 feet to the **POINT OF BEGINNING** of the herein described tract of land, said tract contains 0.753 acre (32,801 S.F.), more or less.

Bearings are Grid North, based on the Texas State Plane Coordinate System, South Zone (4205), NAD 83.

A survey plat of even date was prepared and is made a part of this metes and bounds description.

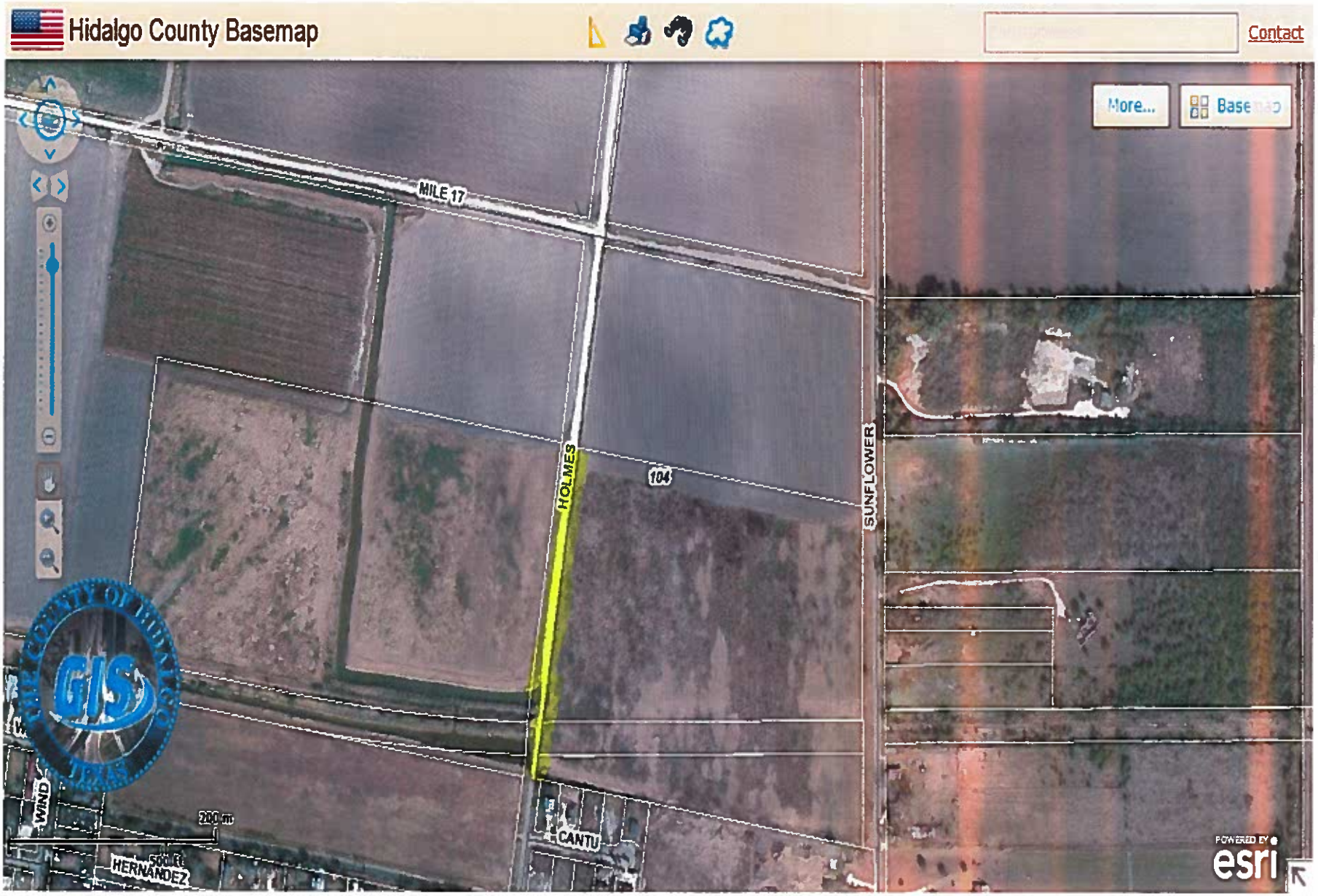
The deed of records for the subject tract is recorded in Volume 2, Page 29 (M.R.H.C.), Texas.

Juan M. Castillo, R.P.L.S. No. 6146

STATE OF TEXAS
REGISTERED
JUAN M. CASTILLO
6146
PROFESSIONAL
LAND SURVEYOR
4-15-14

1002 E. Expressway 83 Weslaco, Texas 78596♦ Phone: 956.969.4183♦ Fax: 956.447.8194

Approximate project Limit



Zimbra **jose.ochoa@co.hidalgo.tx.us**

RE: Holmes Road Abandonment

From : Steve Crain <scrain@atlashall.com> Tue, Jan 13, 2015 03:52 PM
Subject : RE: Holmes Road Abandonment 1 attachment
To : 'Jose Ochoa' <jose.ochoa@co.hidalgo.tx.us>

Looks OK.

From: Jose Ochoa [mailto:jose.ochoa@co.hidalgo.tx.us]
Sent: Tuesday, January 13, 2015 2:14 PM
To: Steve Crain
Cc: Marynel Trevino
Subject: Holmes Road Abandonment

Good Afternoon Mr. Crain,
As you know, the precinct is trying to partially abandon a section of Holmes Road which requires Commissioners Court action and approval. At this time, I respectfully request that you review the following attachments to ensure everything is okay before I place on agenda as it requires review by legal counsel.

The first attachment has to do with the portion the County of Hidalgo owns. Can you make sure the following is correct:
1) The Caption
2) The Order
3) The Exhibits
4) Approximate Project Limit

The second attachment has to with the portion regarding the Fike Family. Can you make sure the following is correct:
1) The Caption
2) The Order
3) The Exhibits
4) Approximate Project Limit

Please review and advise. If you have any questions or any additional information is needed, please do not hesitate to call

Thank You for your time and consideration regarding this matter.

AI -48127 **Precinct #4** **19. B.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Joseph Palacios, COMM. PCT. #4

Submitted By: Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

Pct. 4 MCISD Paving Project:

Acceptance and approval of request for payment of additional materials invoiced by Frontera Materials, Inc and approved by McAllen ISD board of trustees on 04/28/14, for the MCISD Paving Project.

Vendor	PO #	Inv #	Amount
Frontera Materials	696282	213-11884	$1,800.30
Frontera Materials	696283	213-11885	$6,024.64
Frontera Materials	701635	213-13031	$2,481.24
Frontera Materials	701652	213-13093	$934.38

BACKGROUND

MCISD approved increase on 04/28/14 (see attachment)

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-124-134-0-841

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

BUDGETARY IMPACT:

Available balance as of 1-15-15 $733.12

Funding pending approval of AI# 48134 (10,510.00)

Attachments

MCISD approval
MCISD 2014 approval
Invoices backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/15/2015 03:31 PM
Manuel Chapa	Manuel Chapa	01/15/2015 04:39 PM

Purchasing Department	Monica Badillo	01/16/2015 06:31 PM
Form Started By: Veronica Lopez		Started On: 01/15/2015 10:40 AM
Final Approval Date: 01/16/2015		

AI-39251 **Precinct #4** **21. A.**
CC REGULAR
Meeting Date: 06/18/2013
Submitted For: Marcos Lopez, Pct. 4 **Submitted By:** Monica Badillo, EXECUTIVE OFFICE
Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Interlocal Cooperation Agreement between Hidalgo County and McAllen Independent School District for Parking Lot and Paving Projects

BACKGROUND

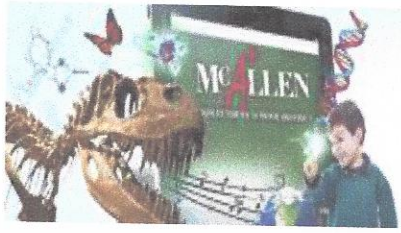
Attachments

ICA
exhibit b part 1
exhibit b part 2

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	06/13/2013 04:19 PM
Olga Garza	Olga Garza	06/14/2013 04:14 PM
Purchasing Department	Monica Badillo	06/14/2013 05:23 PM

Form Started By: Monica Badillo Started On: 06/13/2013 04:00 PM
Final Approval Date: 06/14/2013



Transforming Learning TLC
in the classroom, campus and community
McAllen schools - since 1908

Agenda of Regular Meeting

The Board of Trustees
McAllen Independent School District

A Regular Meeting of the Board of Trustees of the McAllen Independent School District will be held Monday, April 28, 2014, beginning at 5:00 PM in the Board Room/Administration Building of the McAllen Independent School District, 2000 North 23rd Street, McAllen, Texas. At this meeting there may be discussion and action by the Board on the item(s) and subject(s) listed as follows:

Items listed on this agenda may be taken in an order other than as shown on this agenda. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

Attention: The regular business portion of the meeting for the public, beginning with agenda item #3, will begin at approximately 6:00 p.m.

1. **CONVENE IN OPEN SESSION**
2. **RECESS TO CLOSED SESSION: Board of Trustees may go into Closed Session pursuant to Section(s) 551.071, 551.072, and 551.074, Texas Government Code, to discuss the following:**
   - A. Human Resources Recommendation(s) for School Year 2013-2014
   - B. Human Resources Recommendation(s) for School Year 2014-2015
   - C. Employee Resignation(s) for School Year 2013-2014
   - D. Pending and/or Potential Litigation
     1. EEOC Complaint No.: 846-2013-23638
        Complainant: Ramiro Pena
        Respondent: McAllen Independent School District
   - E. Possible Real Estate Acquisition
3. **RECONVENE IN OPEN SESSION**
4. **INVOCATION**
5. **PLEDGE OF ALLEGIANCE & TEXAS PLEDGE**
6. **RECOGNITION(S)/PROCLAMATION(S)**
   - A. Recognition of Region One Education Service Center Technology Conference Logo Contest

Presenter: Rachel Arcaute, Assistant Superintendent for Instructional Services

B. Recognition of Exxon Mobil Texas Science and Engineering Fair Participants
Presenter: Rachel Arcaute

C. Recognition of Skills USA State Competition Winners in the Program of Study in Transportation, Distribution and Logistics
Presenter: Rachel Arcaute

D. Recognition of Skills USA State Competition Winners in the Program of Study in Law, Public Safety & Security
Presenter: Rachel Arcaute

E. Recognition of Skills USA State Competition Winners in the Program of Study in Manufacturing and Engineering
Presenter: Rachel Arcaute

F. Recognition of Skills USA State Competition Winners in the Program of Study in Cosmetology
Presenter: Rachel Arcaute

G. Recognition of Skills USA State Competition and Student Television Network Winners in the Program of Study in Arts, A/V Technology
Presenter: Rachel Arcaute

H. Proclamation Regarding Nurses Week (May 6-12)
Presenter: Dr. Mike Barrera, Assistant Superintendent for District Operations

7. **SUPERINTENDENT'S REPORT**
-McAllen Independent School District Film Festival

8. **DISTRICT REPORT(S)**

A. Report Regarding House Bill 5 Section 46 District and Campus Evaluation of Performance in Community and Student Engagement
Presenter: Rachel Arcaute

B. Report Regarding the Monthly Financial and Investment Report for March 2014
Presenter: Connie Lopez, Assistant Superintendent for Business Operations

9. **ACTION ON ITEM(S) IN CLOSED SESSION**

A. Approval of Human Resources Recommendation(s) for School Year 2013-2014
Presenter: Connie Lopez

B. Approval of Human Resources Recommendation(s) for School Year 2014-2015
Presenter: Connie Lopez

C. Employee Resignation(s) for School Year 2013-2014
Presenter: Connie Lopez

D. Pending and/or Potential Litigation
Presenter: Steve Crain, School Attorney

1. EEOC Complaint No.: 846-2013-23638
Complainant: Ramiro Pena
Respondent: McAllen Independent School District

E. Possible Real Estate Acquisition
Presenter: Steve Crain

10. **CONSENT AGENDA ITEM(S)**

A. Approval of 2014-2015 School Calendar (Instructional Services Briefing Item #9A-1)

B. Approval of Memorandum of Understanding Between McAllen ISD Special

Education and Hidalgo County Head Start Program (Instructional Services Briefing Item #9A-2)

C. Approval of Memorandum of Understanding Between McAllen Independent School District and South Texas College Department of Continuing Education for the Customer Service Certificate (Instructional Services Briefing Item #9A-3)

D. Approval of Memorandum of Understanding Between McAllen Independent School District and South Texas College Department of Continuing of Education for the Employability Skills Certificate (Instructional Services Briefing Item #9A-4)

E. Approval of Contract for Pre-Advanced Placement Professional Development Services with National Math and Science Initiative (Instructional Services Briefing Item #9A-5)

F. Approval of Career Technical Education Health Science Program and Affiliation Agreement with McAllen Medical Center (Instructional Services Briefing Item #9A-6)

G. Approval of Career Technical Education Health Science Program and Affiliation Agreement with Rio Grande Regional Hospital (Instructional Services Briefing Item #9A-7)

H. Approval of Renewal of Bid No. 2011-103 - Musical Instruments, Electronic Equipment, Accessories and Elementary Music Instructional Resources Catalog Bid (Instructional Services Briefing Item #9A-8)

I. Approval of Renewal of Bid No. 2012-120 - Special Education Instructional Materials, Supplies and Equipment Catalog Bid (Instructional Services Briefing Item #9A-9)

J. Approval of Renewal of Bid No. 2012-162 - Fitness, Functional Fitness, Brain Games and Sports Training Stations (Instructional Services Briefing Item #9A-10)

K. Approval of Pre-qualified Pool of Design Services Providers through Request for Qualifications No. 2013-098 - Professional Design Services Pool Supplemental (District Operations Briefing Item #9B-4)

L. Approval of Bid No. 2013-088 - HVAC Parts and Equipment Catalog Bid (District Operations Briefing Item #9B-5)

M. Approval of the Continuation of the Collection of Taxes Contract with the Hidalgo County Tax Office (Business Operations Briefing Item #9C-2)

N. Approval of Texas Department of Information Resources Purchase No. 2014-010 - Technology Products and Services through the Department Information Resources (DIR) (Business Operations Briefing Item #9C-4)

O. Approval of Renewal of Request for Proposal No. 2013-007 - Commercial Property Fire & Extended Coverage, Educators, Law Enforcement & Employment Liability, Commercial General Liability, Automobile Liability & Physical Damage, Boiler and Machinery Insurance (Business Operations Briefing Item #9C-5)

11. **ITEM(S) PULLED FOR A SEPARATE VOTE**

A. Approval of Monetary Donation from Ben Milam PTO to Ben Milam Elementary (District Operations Briefing Item #9B-1)
Presenter: Dr. Mike Barrera

B. Approval of Agreement Between McAllen Independent School District and Teach for America, Inc. (Business Operations Briefing Item #9C-1)

Presenter: Connie Lopez

C. Approval of the McAllen Independent School District March Budget Amendment for Fiscal Year Beginning July 1, 2013 and Ending June 30, 2014 (Business Operations Briefing Item #9C-3)
Presenter: Connie Lopez

12. **ITEM(S) NOT INCLUDED ON APRIL 14, 2014 BRIEFING MEETING AGENDA**

A. Approval of Contract for Professional Development for International Baccalaureate Training with Texas International Baccalaureate Schools
Presenter: Rachel Arcaute

B. Approval of Job Description and Position for Orientation and Mobility Specialist
Presenter: Rachel Arcaute

C. Approval of Monetary Donation from Dr. Pablo Perez PTO to Dr. Pablo Perez Elementary School
Presenter: Dr. Mike Barrera

D. Approval of Payment to Hidalgo County for Paving of Parking Lots Pursuant to Interlocal Agreement Dated June 10, 2013
Presenter: Dr. Mike Barrera

E. Approval of Agreement for Competitive Sealed Proposal No. 2013-096
Presenter: Dr. Mike Barrera

F. Approval of the following New Job Descriptions:
Presenter: Connie Lopez

1. Master Teacher
2. Elementary Literacy Coach PK-5
3. Elementary Math Coach PK-5
4. Elementary Science Coach PK-5
5. Elementary Social Studies Coach PK-5
6. Secondary Literacy Coach 6-12
7. Secondary Math Coach 6-12
8. Secondary Science Coach 6-12
9. Secondary Social Studies Coach 6-12
10. Dual Enrollment Advisor
11. District Digital Media Content Manager
12. Community Information Legal Assistant
13. Chief Human Capital Officer

G. Approval of Travel for Board of Trustees

13. **ITEM(S) PULLED FROM BRIEFING MEETING AGENDA**

A. Approval of Human Resources Recommendation(s) for School Year 2013-2014 (Briefing Item #8A) (ACTION ALREADY TAKEN)

B. Employee Resignation(s) for School Year 2013-2014 (Briefing Item #8B) (FYI ONLY; NO ACTION REQUIRED)

C. Superintendent's Recommendation Concerning the Renewal of 2013-2014 Employee Contracts of Administrators, Teachers, and Other Professional Personnel for the 2014-2015 School Year as per DC (LEGAL) (Briefing Item

#8C) (ACTION ALREADY TAKEN)

D. Approval of Superintendent's Formative Evaluation (Briefing Item #8D) (ACTION ALREADY TAKEN)

E. Pending and/or Potential Litigation (Briefing Item #8E-1) - Release and Settlement Agreement By and Between McAllen Independent School District, Property Casualty Alliance of Texas, and Certain Underwriters at Lloyds of London and Munich Reinsurance America, Inc. (ACTION ALREADY TAKEN)

F. Possible Action to Announce the Intent to Name the McAllen High School Elevator and Authorize Administration to Place Notice in a Local Newspaper Inviting Nominations (District Operations Briefing Item #9B-2) (ACTION ALREADY TAKEN)

G. Approval Letter of Commitment to TASB Energy Cooperative Fixed-Rate Transportation Fuel Pool (District Operations Briefing Item #9B-3) (ACTION ALREADY TAKEN)

H. Approval of Superintendent's Travel (Superintendent's Briefing Item #9D-1) (ACTION ALREADY TAKEN)

I. Approval of Board of Education Meeting Minutes (Board of Trustees Briefing Item #9E-1) (ACTION ALREADY TAKEN)

1. Regular Board Meeting-March 17, 2014-5:00 PM
2. Workshop-March 31, 2014-2:00 PM
3. Regular Board Meeting-March 31, 2014-5:00 PM
4. Special Board Meeting-March 31, 2014-6:45 PM

14. **SCHEDULE OF FUTURE MEETINGS**

A. May 12, 2014 - Regular Board Briefing Mtg. - 5:00 PM - Board Room/Administration Building

15. **CLOSED SESSION: The Board of Trustees may reconvene in Closed Session for further discussion regarding the agenda item(s) listed.**

16. **OPEN SESSION: The Board of Trustees may reconvene into Open Session for discussion regarding the agenda item(s) listed.**

17. **ADJOURNMENT**

BOARD AGENDA REPORT
McALLEN INDEPENDENT SCHOOL DISTRICT

DATE: April 28, 2014 **AGENDA ITEM NO.** ____ **RELATED PAGE(S)** ____

SUBJECT: Approval of Payment to Hidalgo County for Paving of Parking Lots Pursuant to Interlocal Agreement Dated June 10, 2013

REFERENCE: Objective IV-Services and Products to Meet Campus Needs

BACKGROUND INFORMATION/REASON FOR BOARD CONSIDERATION:
On June 10, 2013, the Board of Trustees approved the interlocal cooperation agreement with Hidalgo County for the paving of district parking lots.

ADMINISTRATIVE CONSIDERATIONS/FACTS AND ANALYSIS:
Projects included areas at Reynaldo G. Garza Elementary, Lamar Academy, Christa McAuliffe Elementary, Memorial High School, Theodore Roosevelt Elementary, and Ben Milam Elementary. This partial payment is for the work at Reynaldo G. Garza Elementary, Lamar Academy, Christa McAuliffe Elementary, Memorial High School, and Ben Milam Elementary.

LEGAL REVIEW:
None

BUDGETARY CONSIDERATIONS:
Funds for these projects are available through the General Fund.

RECOMMENDED BOARD ACTION:
That the Board of Trustee approve the Approval of Payment to Hidalgo County for Paving of Parking Lots Pursuant to Interlocal Agreement Dated June 10, 2013 in the amount of $194,835.96

SUBMITTED BY: Kevin Hitchcock, Executive Director for Facilities Maintenance and Operations

Digitally signed by Kevin Hitchcock, Executive Director for Facilities Maintenance and Operations
DN: cn=Kevin Hitchcock, Executive Director for Facilities Maintenance and Operations, o=McAllen ISD, ou=Facilities Maintenance and Operations, email=kevin.hitchcock@mcallenisd.net, c=US
Date: 2014.04.22 13:32:10 -05'00'

SUPERVISOR: Mike A. Barrera, Ed. D., Asst. Supt. for District Operations

Digitally signed by Mike A. Barrera, Ed. D., Asst. Supt. for District Operations
DN: cn=Mike A. Barrera, Ed. D., Asst. Supt. for District Operations, o=McAllen ISD, ou=Asst. Supt. for District Operations, email=mike.barrera@mcallenisd.net, c=US
Date: 2014.04.22 15:32:40 -05'00'

For further information contact:
Name: Kevin Hitchcock
Office: (956) 632-6887
eMail: kevin.hitchcock@mcallenisd.net

Approved for presentation to the Board of Education:

James J. Ponce, Ed.D., Superintendent

Digitally signed by James J. Ponce, Ed.D., Superintendent
DN: cn=James J. Ponce, Ed.D., Superintendent, o=Administration, ou=McAllen Independent School District, email=jjames.ponce@mcallenisd.net, c=US
Date: 2014.04.22 16:14:37 -05'00'

Superintendent of Schools

GARZA ELEMENTARY

COUNTY'S COST FOR EQUIPMENT & MATERIAL

MATERIALS	QTY	UNIT	UNIT COST	EXTENDED COST
Hot Mix Asphalt	420.58	TONS	$58.00	$24,393.64
EQUIPMENT				
MOTOR GRADER	27.75	HOURS	$80.00	$2,220.00
VIBRATORY ROLLER		HOURS	$28.00	
PNEUMATIC ROLLER	3	HOURS	$33.00	$99.00
ASPHALT ROLLER	11	HOURS	$28.00	$308.00
PAVER	22	HOURS	$130.00	$2,860.00
DUMP TRUCK	173.25	HOURS	$80.00	$13,860.00
WATER TRUCK	39	HOURS	$38.00	$1,482.00
LOADER		HOURS	$80.00	
STEEL WHEEL ROLLER		HOURS	$33.00	
LABOR				
MOTOR GRADER	33.25	HOURS	$22.00	$731.50
VIBRATORY ROLLER		HOURS	$12.31	
PNEUMATIC ROLLER	25.5	HOURS	$12.31	$313.91
ASPHALT ROLLER	25.5	HOURS	$12.31	$313.91
PAVER	25.5	HOURS	$22.00	$561.00
DUMP TRUCK	173.25	HOURS	$14.67	$2,541.58
WATER TRUCK	39	HOURS	$14.67	$572.13
LOADER		HOURS	$14.27	
STEEL WHEEL ROLLER		HOURS	$12.31	
FUEL				$1,862.96
TOTAL				**$52,119.62**

LAMAR ACADEMY

COUNTY'S COST FOR EQUIPMENT & MATERIAL

	QTY	UNIT	UNIT COST	EXTENDED COST
MATERIALS				
Hot Mix Asphalt	272.1	TONS	$58.00	$15,781.80
EQUIPMENT				
MOTOR GRADER		HOURS	$80.00	
VIBRATORY ROLLER		HOURS	$28.00	
PNEUMATIC ROLLER	10	HOURS	$33.00	$330.00
ASPHALT ROLLER	5	HOURS	$28.00	$140.00
PAVER	9	HOURS	$130.00	$1,170.00
DUMP TRUCK	63	HOURS	$80.00	$5,040.00
WATER TRUCK	19.25	HOURS	$38.00	$731.50
LOADER		HOURS	$80.00	
STEEL WHEEL ROLLER		HOURS	$33.00	
LABOR				
MOTOR GRADER		HOURS	$22.00	
VIBRATORY ROLLER		HOURS	$12.31	
PNEUMATIC ROLLER	18.75	HOURS	$12.31	$230.81
ASPHALT ROLLER	10.75	HOURS	$12.31	$132.33
PAVER	11.5	HOURS	$22.00	$253.00
DUMP TRUCK	63	HOURS	$14.67	$924.21
WATER TRUCK	19.75	HOURS	$14.67	$289.73
LOADER		HOURS	$14.27	
STEEL WHEEL ROLLER		HOURS	$12.31	
FUEL				$916.27
TOTAL				**$25,939.66**

MCAULIFFE ELEMENTARY

COUNTY'S COST FOR EQUIPMENT & MATERIAL

MATERIALS	QTY	UNIT	UNIT COST	EXTENDED COST
Hot Mix Asphalt	135.78	TONS	$58.00	$7,875.24
EQUIPMENT				
MOTOR GRADER		HOURS	$80.00	
VIBRATORY ROLLER		HOURS	$28.00	
PNEUMATIC ROLLER	0.9	HOURS	$33.00	$29.70
ASPHALT ROLLER		HOURS	$28.00	
PAVER	9.6	HOURS	$130.00	$1,248.00
DUMP TRUCK	62	HOURS	$80.00	$4,960.00
WATER TRUCK	35.5	HOURS	$38.00	$1,349.00
LOADER		HOURS	$80.00	
STEEL WHEEL ROLLER		HOURS	$33.00	
LABOR				
MOTOR GRADER		HOURS	$22.00	
VIBRATORY ROLLER		HOURS	$12.31	
PNEUMATIC ROLLER	11.5	HOURS	$12.31	$141.57
ASPHALT ROLLER		HOURS	$12.31	
PAVER	11.5	HOURS	$22.00	$253.00
DUMP TRUCK	62	HOURS	$14.67	$909.54
WATER TRUCK	35.5	HOURS	$14.67	$520.79
LOADER		HOURS	$14.27	
STEEL WHEEL ROLLER		HOURS	$12.31	
FUEL				$801.71
TOTAL				**$18,088.54**

BEN MILAM ELEMENTARY

COUNTY'S COST FOR EQUIPMENT & MATERIAL

MATERIALS	QTY	UNIT	UNIT COST	EXTENDED COST
Hot Mix Asphalt	57.11	TONS	$58.00	$3,312.38
EQUIPMENT				
MOTOR GRADER	10.7	HOURS	$80.00	$856.00
VIBRATORY ROLLER		HOURS	$28.00	
PNEUMATIC ROLLER	23.1	HOURS	$33.00	$762.30
ASPHALT ROLLER		HOURS	$28.00	
PAVER		HOURS	$130.00	
DUMP TRUCK	25.9	HOURS	$80.00	$2,072.00
WATER TRUCK	16	HOURS	$38.00	$608.00
LOADER		HOURS	$80.00	
STEEL WHEEL ROLLER		HOURS	$33.00	
LABOR				
MOTOR GRADER	21	HOURS	$22.00	$462.00
VIBRATORY ROLLER		HOURS	$12.31	
PNEUMATIC ROLLER	48	HOURS	$12.31	$590.88
ASPHALT ROLLER		HOURS	$12.31	
PAVER		HOURS	$22.00	
DUMP TRUCK	33	HOURS	$14.67	$484.11
WATER TRUCK	16	HOURS	$14.67	$234.72
LOADER		HOURS	$14.27	
STEEL WHEEL ROLLER		HOURS	$12.31	
FUEL				$372.17
TOTAL				**$9,754.56**

MEMORIAL HIGH SCHOOL

COUNTY'S COST FOR EQUIPMENT & MATERIAL

MATERIALS	QTY	UNIT	UNIT COST	EXTENDED COST
Hot Mix Asphalt	1113.13	TONS	$58.00	$64,561.54
EQUIPMENT				
MOTOR GRADER	16	HOURS	$80.00	$1,280.00
VIBRATORY ROLLER		HOURS	$28.00	
PNEUMATIC ROLLER	39.5	HOURS	$33.00	$1,303.50
ASPHALT ROLLER		HOURS	$28.00	
PAVER	19	HOURS	$130.00	$2,470.00
DUMP TRUCK	141.75	HOURS	$80.00	$11,340.00
WATER TRUCK	16	HOURS	$38.00	$608.00
LOADER		HOURS	$80.00	
STEEL WHEEL ROLLER	21	HOURS	$33.00	$693.00
LABOR				
MOTOR GRADER	16	HOURS	$22.00	$352.00
VIBRATORY ROLLER		HOURS	$12.31	
PNEUMATIC ROLLER	54	HOURS	$12.31	$664.74
ASPHALT ROLLER		HOURS	$12.31	
PAVER	20.75	HOURS	$22.00	$456.50
DUMP TRUCK	141.75	HOURS	$14.67	$2,079.47
WATER TRUCK	16	HOURS	$14.67	$234.72
LOADER		HOURS	$14.27	
STEEL WHEEL ROLLER	24	HOURS	$12.31	$295.44
FUEL				$2,594.67
TOTAL				**$88,933.58**

FRONTERA Materials, Inc.
P.O. BOX 1449
ELSA, TX 78543
(956) 316-8952

INVOICE

PLEASE PAY FROM THIS INVOICE.

TERMS: NET 30 DAYS

CHARGE TO

HIDALGO COUNTY PCT 4
1051 N DOOLITTLE ROAD
EDINBURG, TX 78542-0337

INVOICE NO. 213-11884 DATE 8/26/13

102500

FROM PROGRESO PLANT
PO# 696282, HIDALGO COUNTY

8/14/13	HOT MIX TYPE D LIMESTONE	272.10	58.00 T	15,781.80

TOTAL AMOUNT DUE $15,781.80

PAID

THANK YOU

Dif. Not Approved on Contract

(1,800.30) NC PA

C-13-011A-04-09 (4/9/13 – 4/8/14)

Pd 13,981.50

Pct. # 134.841
Pur. Req. # 240379
PO # 696282

Invoice Received By: on
Goods/Services Received By: on

Note: Ref. to Dept. for the diff. Not approved on the Contract.

FRONTERA Materials, Inc.
P.O. BOX 1449
ELSA, TX 78543
(956) 316-8952

INVOICE

PLEASE PAY FROM THIS INVOICE.

TERMS: NET 30 DAYS

CHARGE TO

HIDALGO COUNTY PCT 4
1051 N DOOLITTLE ROAD
EDINBURG, TX 78542-0337

INVOICE NO. 213-11885 DATE 8/26/13

102500

FROM PROGRESO PALNT
PO# 696283, GARZA ELEMENTARY SCHOOL

8/15/13	HOT MIX TYPE D LIMESTONE	180.69	58.00	10,480.02
8/16/13	HOT MIX TYPE D LIMESTONE	165.12	58.00	9,576.96
			TOTAL AMOUNT DUE	$20,056.98

THANK YOU

C-13-CIIA-0109 (1/9/13)

Not approved on [illegible] -1,687.98

18,369.00

PAID

JAN 2 3 2014

Invoice Received By: on 2-28-13

Goods/Services Received By: on 2-26-13

Note: Ret. to dept. for the diff. Not paid.

FRONTERA Materials, Inc.
P.O. BOX 1449
ELSA, TX 78543
(956) 316-8952

HIDALGO COUNTY PCT. #4
RECEIVED BY
DEC 27 2013
EDINBURG, TEXAS 78542

INVOICE

PLEASE PAY FROM THIS INVOICE.

TERMS: NET 30 DAYS

CHARGE TO:
HIDALGO COUNTY PCT 4
1051 N DOOLITTLE ROAD
EDINBURG, TX 78542-0337

INVOICE NO. 213-13031 DATE 12/20/13

102500

FROM PROGRESO PLANT
PO# 701-635, MCAULIFFE SCHOOL-MCALLEN
TICEKT #945151,945145,945142,945114,945111,945109,945107,
945104,945102

12/05/13	HOT MIX TYPE D LIMESTONE	135.78	58.00	7,875.24

TOTAL AMOUNT DUE $7,875.24

THANK YOU

Not PAID (-2,481.24)
5,394.00
1 of 7

C-13-011A-04-09
(4/9/13-4/8/14)

Invoice Received By: Irma Mancion 12-27-13
Goods/Services Received By: See attached on 12-26-13 Tickets

RECEIVED BY
2014 JAN 7 PM 1

PAID
JAN 28 2014

3-1200 431-00-124-1340-841
Pct. # 1553
Pur. Req. # 247970
P.O. # 701635

FRONTERA Materials, Inc.
P.O. BOX 1449
ELSA, TX 78543
(956) 316-8952

INVOICE

PLEASE PAY FROM THIS INVOICE.

TERMS: NET 30 DAYS

RECEIVED
BY: JM

CHARGE TO:
HIDALGO COUNTY PCT 4
1051 N DOOLITTLE ROAD
EDINBURG, TX 78542-0337

INVOICE NO. 213-13093 DATE 12/27/13

102500

FROM LA JOYA PLANT
LOCATION: BEN MILIAM ELEMENTARY-MCALLEN
TICKET #901153, 901145, 901137, 901136

12/18/13	HOT MIX TYPE D RAP	57.11	58.00	3,312.38 ✓

TOTAL AMOUNT DUE $3,312.38 ✓

THANK YOU

Not Approved Per Contract ✓ -934.38

P.O. Approved for only 2,378.00 this Amount

C-13-011A-04-09
(4/9/13-4/8/14)

3-1200-431-00-124-1340-841
Pct. # 1555
Pur. Req. # 247977
P.O. # 701652 - 4th

Note: OK with Liz to only pay what was approved on Interlocal P.O. Approved for #2,378. Never received increase for the difference.

Invoice Received By: Toni Munson on 1-3-13
Goods/Services Received By: See Attached on 12-27-13

PAID
JAN 28 2014

RECEIVED BY
COUNTY
2014 JAN 7 PM 1 27

AI -48164 **Budget and Management** **20. A. 1.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

CO2014 (1345)
Approval of 2015 appropriation of funds in the total amount of $6,997,400.00 to fund various Precinct no. 1 & Precinct no. 3 Road and CRC Projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-12X-XXX-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 01/16/2015.

Attachments

Appropriation
Pct.3 CIP Updated Letter

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	01/16/2015 03:55 PM
Budget & Management	Veronica Ortiz	01/16/2015 04:05 PM
Purchasing Department	Monica Badillo	01/16/2015 06:31 PM
Form Started By: Sylvia Solis		Started On: 01/16/2015 11:51 AM
Final Approval Date: 01/16/2015		

DATE: January 16, 2015

2015
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Budget & Management for CO2014 - Various Departments

ACCOUNT NUMBER: 5-1345-431-00-XXX-XXX-0-XXX

Contact Person: Sylvia Solis **Ph#:** (956) 292-7025 ext. 5423

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
5-1345-431-00-121-XXX-0-721	CO2014-PCT.1-BORDER RD(18TH-34TH)	ROAD	1,200,000.00
5-1345-431-00-121-XXX-0-721	CO2014-PCT.1-18TH(AIRPORT-FM1015)	ROAD	256,500.00
5-1345-431-00-121-XXX-0-721	CO2014-PCT.1-10TH N(WESTGATE-FM1015)	ROAD	403,500.00
5-1345-431-00-121-XXX-0-721	CO2014-PCT.1-MILE15(MLE6W-FM1015)	ROAD	500,000.00
5-1345-431-00-121-XXX-0-721	CO2014-PCT.1-16 N(MILE4W-FM1015)	ROAD	160,000.00
5-1345-431-00-121-XXX-0-721	CO2014-PCT.1-VICTORIA RD(BUS83-EX83)	ROAD	350,000.00
5-1345-431-00-121-XXX-0-721	CO2014-PCT.1-VICTORIA RD(M91/2-M10)	ROAD	80,000.00
5-1345-431-00-121-XXX-0-721	CO2014-PCT.1-SPANISH PALMS(1015)	ROAD	300,000.00
		TOTAL PCT. 1	**3,250,000.00**
5-1345-431-00-123-XXX-0-721	CO2014-PCT.3-VETERANS BLVD(SH495)	ROAD	462,000.00
5-1345-431-00-123-XXX-0-721	CO2014-PCT.3-TAYLOR RD(US83-MILE2)	ROAD	357,000.00
5-1345-431-00-123-051-0-721	CO2014-PCT.3-MILE3N (FM492-FM2221)	ROAD	1,348,400.00
5-1345-419-40-123-XXX-0-730	CO2014-PCT.3 CRC	BUILDINGS	1,580,000.00
		TOTAL PCT. 3	**3,747,400.00**
		TOTAL BUDGET INCREASE (DECREASE)	6,997,400.00

REASON: Appropriation to fund various Precinct no. 1 & Precinct no. 3 road and CRC projects.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

Joe M. Flores
County Commissioner Pct. No. 3

January 16, 2015

Mr. Sergio Cruz
Hidalgo County Budget and Management Office
2818 S. Business Highway 281
Edinburg, Texas 78539

RE: Capital Improvement Planning

Dear Mr. Cruz:

This letter is being written to update you on the proposed Capital Improvement Projects of Hidalgo County Precinct 3. In a previous letter dated September 19, 2014 (attached), we had submitted projects we proposed to construction in Precinct 3 with both Bond Sales & SIB Loans. A number of changes have occurred since the letter was written. The total Bond monies available to Pct. 3 will now be $3.75 Million and TxDOT has clarified which roadway projects will be eligible for SIB Loans. Therefore, the following is the revised project funding estimate for the funding sources.

PROJECTS TO BE FUNDED THROUGH BOND SALES (IN ORDER OF PRIORITY):

1. **Veterans Boulevard (SH 495) (Phase I Work Only)**
   Limits: from Abram Road to La Homa Road
   Estimated Total Project Cost: $16.2M
   Estimated County Portion Cost: $462K

2. **Taylor Road Project (Hidalgo Co. Pct. #3 Participation w/ City of Mission) (Phase II Work Only)**
   Limits: from US83 to Mile 2
   Estimated Total Project Cost: $25M
   Estimated Pct. #3 Participation with the City of Mission: $357K

3. **Mile 3 (Phase II Work Only)**
   Limits: from FM 2221 to FM 492
   Estimated Total Project Cost: $15.6M
   Estimated County Portion Cost: $1,348,400

4. **Community Resource Centers (CRC) & Miscellaneous Projects**
   Total Estimated Pct. #3 Project(s) Cost: $1.58M

TOTAL HIDALGO COUNTY PCT. #3 BOND PROJECT AVAILBLE = $3.75M

Office: (956) 585-4509 • Fax: (956) 205-7009
724 N. Breyfogle • Mission, Texas 78574

Precinct No. 3 intends to fund the following roadway projects by applying for a State Infrastructure Bank (SIB) Loan, and has verified that the roadway projects listed below qualify for said loan.

PROJECTS TO BE FUNDED THROUGH SIB LOAN PROCEEDS (IN ORDER OF PRIORITY):

1. **Liberty Road (SIB Loan in Progress)**
   Limits: from US 83 to FM 2221
   Estimated Total Project Cost: $34.8M
   Estimated County Portion Cost: $2.23M

2. **Mile 3 (Phase III Work Only) (SIB Loan Application 2nd Quarter 2015)**
   Limits: from FM 2221 to FM 492
   Estimated Total Project Cost: $15.6M
   Estimated County Portion Cost: $1.9M

3. **Shary Road (FM 494) (SIB Loan Application 2nd Quarter 2015)**
   Limits: from FM 1924 to SH 107
   Estimated Total Project Cost: $16.0M
   Estimated County Portion Cost: $1.8M

4. **Taylor Road (Phase III Work Only) (SIB Loan Application Summer 2016)**
   Limits: from US83 to Mile 2
   Estimated Total Project Cost: $25M
   Estimated County Portion Cost: $583K

5. **Veterans Boulevard (SH 495) (Phase II & III Work Only) (SIB Loan Application January 2017)**
   Limits: from Abram Road to La Homa Road
   Estimated Total Project Cost: $16.2M
   Estimated County Portion Cost: $1.4M

TOTAL HIDALGO COUNTY PCT. #3 ESTIMATED SIB LOAN NEED = $7.9M

Please keep in mind that these are "Estimates" and should the "Estimate" change we will continue to notify you. Should you have any questions or require additional information, please feel free to give me a call at (956) 585-4509.

Sincerely,

Joe M. Flores
Hidalgo County Pct. #3, Commissioner

Attachments: Project Layout Map

cc: Dr. Mona Parra, Chief Administrator, Hidalgo Co. Pct. #3

AI -47902 **Budget and Management** **20. A. 2.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Sergio Cruz **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Various Departments (1304)
Approval of 2015 appropriation of funds for Various Departments in the total amount of $5,506,730.00 to fund the purchase of a replacement vehicles.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1304-4-XXX-00-XXX-XXX-0-752

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

BUDGETARY IMPACT:

Appropriation of funds available as of 01/16/2015.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	01/16/2015 11:28 AM
Budget & Management	Veronica Ortiz	01/16/2015 11:41 AM
Purchasing Department	Monica Badillo	01/16/2015 06:30 PM
Form Started By: Sylvia Solis		Started On: 12/22/2014 03:24 PM
Final Approval Date: 01/16/2015		

DATE: January 16, 2015

2015
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Budget & Management for
Tax Notes 2014 - Various Departments

ACCOUNT NUMBER: 5-1304-4XX-00-XXX-XXX-0-XXX

Contact Person: Sylvia Solis **Ph#:** (956) 292-7025 ext. 5423

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
5-1304-421-00-291-XXX-0-752	TAX NOTE 2014-CONSTABLE PCT. 1- VEHICLES	250,000.00
5-1304-421-00-292-XXX-0-752	TAX NOTE 2014-CONSTABLE PCT. 2- VEHICLES	250,000.00
5-1304-421-00-293-XXX-0-752	TAX NOTE 2014-CONSTABLE PCT. 3- VEHICLES	250,000.00
5-1304-421-00-294-XXX-0-752	TAX NOTE 2014-CONSTABLE PCT. 4- VEHICLES	250,000.00
5-1304-421-00-280-XXX-0-752	TAX NOTE 2014-SHERIFF- VEHICLES	4,000,000.00
5-1304-431-00-121-XXX-0-752	TAX NOTE 2014-PCT. 1- VEHICLES	100,000.00
5-1304-431-00-122-XXX-0-752	TAX NOTE 2014-PCT. 2- VEHICLES	100,000.00
5-1304-431-00-123-XXX-0-752	TAX NOTE 2014-PCT. 3- VEHICLES	100,000.00
5-1304-431-00-124-XXX-0-752	TAX NOTE 2014-PCT. 4- VEHICLES	100,000.00
5-1304-429-00-110-XXX-0-752	TAX NOTE 2014-EMERGENCY MGMT- VEHICLES	70,000.00
5-1304-413-00-110-XXX-0-752	TAX NOTE 2014-CO JUDGE- VEHICLES	30,000.00
5-1304-461-00-380-XXX-0-752	TAX NOTE 2014-TX AGRILIFE EXT- VEHICLES	6,730.00
	TOTAL BUDGET INCREASE (DECREASE)	5,506,730.00

REASON: Appropriation to fund the purchase of replacement vehicles for various departments.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI -48173 **Budget and Management** **20. A. 3.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Supplemental Court Guardianship (1250):
Approval of 2015 appropriation of funds in the amount of $50,000.00 to fund legal services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1250-412-00-023-003-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds for Supplemental Court Guardianship to fund legal services. Monies are taken from the unreserved F/B.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/16/2015 04:08 PM
Purchasing Department	Monica Badillo	01/16/2015 06:31 PM
Form Started By: Merlen P. Munoz		Started On: 01/16/2015 02:29 PM
Final Approval Date: 01/16/2015		

DATE: January 16, 2015

2015
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Supplemental Court Guardianship**

ACCOUNT NUMBER: 5-1250-412-00-023-003-0-XXX

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
5-1250-412-00-023-003-0- 333	SUPPL CRT GRDNSHP	Legal Services	50,000.00
		TOTAL BUDGET INCREASE (DECREASE)	**50,000.00**

REASON: Appropriate funding for anticipated expenditures.

Note: Monies are to be used from the unreserved F/B.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI -48020 **Budget and Management** **20. A. 4.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted By: Glinda Pacheco, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Justice Court Building Security Fund (1245):
Approval of appropriation of funds for the Justice Court Building Security Fund in the total amount of $ 10,000 to cover the cost proposal from Herrera & Hunt for the final installation of two cashier windows at Pct.1 JP Offices.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1245-412-00-060-002-0-XXX

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

BUDGETARY IMPACT:

See attached appropriation.
Appropriation pending CC approval.

Attachments

Approprtiation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/12/2015 11:23 AM
Purchasing Department	Monica Badillo	01/16/2015 06:30 PM
Form Started By: Glinda Pacheco		Started On: 01/09/2015 10:10 AM
Final Approval Date: 01/16/2015		

DATE: January 9, 2015

2015
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: DBM for Constable JUSTICE CRT BLDG SECURITY (JP PRECINCT 1)

ACCOUNT NUMBER: 5-1245-412-00-060-002-0-XXX JUSTICE CRT BLDG SECURITY

Contact Person: Glinda Pacheco **Ph#:** (956) 292-7025 ext. 5411

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
5-1245-412-00-060-002-0-730	JUSTICE CRT BLDG SECURITY- BUILDINGS	10,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**10,000.00**

REASON: TO APPROPRIATE FUNDS TO COVER THE COST OF (2) CASHIER WINDOWS AT JP MORALES & SAENZ OFFICES.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI -47992 **Budget and Management** **20. B. 1.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

A. Certificate of Obligation, Series 2014 (1445)
Approval of 2015 interfund transfer from Co Wide Adm (1100) to CO 2014 (1445) in the amount of $598,531.00 to fund the 2015 interest payment and fiscal agent fees.

B. Refunding Bonds, Series 2014C (1446)
Approval of 2015 interfund transfer from Co Wide Adm (1100) to Refunding Bond 2014C (1446) in the amount of $187,047.00 to fund the 2015 February interest payment and fiscal agent fees.

C. Tax Notes, Series 2014 (1401)
Approval of 2015 interfund transfer from Co Wide Adm (1100) to Tax Notes 2014 (1401) in the amount of $1,257,895.00 to fund the 2015 principal & interest payments and fiscal agent fees.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-412-00-115-002-0-XXX

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

BUDGETARY IMPACT:

5-1100-412-00-115-002-0-890 Co Wide Adm - Other
Funds available as of 01/09/2015.

5-1100-412-00-115-002-0-899 Co Wide Adm - Contingency
Funds available as of 01/09/2015.

Attachments

Interfunds

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	01/07/2015 02:24 PM
Budget & Management	Monica Badillo	01/07/2015 04:11 PM
Glinda Pacheco	Glinda Pacheco	01/09/2015 02:32 PM
Sylvia Solis (Originator)	Sylvia Solis	01/14/2015 04:22 PM
Glinda Pacheco	Glinda Pacheco	01/15/2015 01:45 PM
Purchasing Department	Monica Badillo	01/16/2015 06:30 PM

Form Started By: Sylvia Solis Started On: 01/07/2015 11:48 AM

Final Approval Date: 01/16/2015

DATE: January 7, 2015

2015
Transfer

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for CO 2014

ACCOUNT NUMBER: 5-1XXX-4XX-00-XXX-0XX-0-8XX

CONTACT PERSON: Sylvia Solis **PHONE:** (956) 292-7025 ext. 5423

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) 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 (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
5-1100-415-00-115-002-0-	890	CO WIDE ADM -	OTHER	(598,531.00)
5-1100-491-01-000-445-0-	891	TRANSFERS OUT -	BONDS CO2014	598,531.00
TO				
5-1445-391-01-000-100-0	000	TRANSFER IN -	GENERAL FUND	598,531.00
5-1445-472-10-000-000-0-	863	CO 2014 -	BOND INTEREST	597,031.00
5-1445-475-00-000-000-0-	865	CO 2014 -	FISCAL AGENT FEES	1,500.00
		TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON: **Interfund transfer needed to fund 2015 interest payments and fiscal agent fees for the Certificate of Obligation, Series 2014.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

DATE: January 7, 2015

2015
Transfer

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for Refunding Bonds 2014C

ACCOUNT NUMBER: 5-1XXX-4XX-00-XXX-0XX-0-8XX

CONTACT PERSON: Sylvia Solis **PHONE:** (956) 292-7025 ext. 5423

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) 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 (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
5-1100-415-00-115-002-0-	890	CO WIDE ADM -	OTHER	(143,574.00)
5-1100-415-00-115-002-0-	899	CO WIDE ADM -	CONTINGENCY	(43,473.00)
5-1100-491-01-000-446-0-	891	TRANSFERS OUT -	REF BONDS 2014	187,047.00
TO				
5-1446-391-01-000-100-0-	000	TRANSFER IN -	GENERAL FUND	187,047.00
5-1446-472-10-000-000-0-	863	REF BONDS 2014C -	BOND INTEREST	185,547.00
5-1446-475-00-000-000-0-	865	REF BONDS 2014C -	FISCAL AGENT FEES	1,500.00
			TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON: **Interfund transfer needed to fund February 2015 interest payment and fiscal agent fees for the Refunding Bond 2014.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

DATE: January 7, 2015

2015
Transfer

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for Tax Notes 2014

ACCOUNT NUMBER: 5-1XXX-4X2-X0-XXX-XXX-0-8XX

CONTACT PERSON: Sylvia Solis **PHONE:** (956) 292-7025 ext. 5423

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) 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 (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
5-1100-415-00-115-002-0-	890	CO WIDE ADM -	OTHER	(1,257,895.00)
5-1100-491-01-000-401-0-	891	TRANSFERS OUT -	TAX NOTES, 2014	1,257,895.00
TO				
5-1401-391-01-000-100-0-	000	TRANSFERS IN -	GENERAL FUND	1,257,895.00
5-1401-471-20-000-000-0-	862	NOTES PAYABLE -	OTHER DEBT PRINCIPAL	1,080,000.00
5-1401-472-20-000-000-0-	864	NOTES PAYABLE -	OTHER DEBT INTEREST	176,395.00
5-1401-475-00-000-000-0-	865	NOTES PAYABLE -	FISCAL AGENT FEES	1,500.00
		TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON: **Interfund transfer needed to fund 2015 principal & interest payments and fiscal agent fees for the Tax Notes 2014.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** **ATTEST COUNTY CLERK**

AI -47975 **Budget and Management** **20. C.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1115 Waiver DSRIP (1100):
1. Approval to undesignate the amount of $1,000,000.00 in the year 2015 for expenditures related to the 1115 Waiver Program.
2. Approval of 2015 appropriation of funds in the amount of $1,000,000.00 to fund program expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-444-00-240-005-0-XXX

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

BUDGETARY IMPACT:

2015 appropriation of funds in the amount of $1,000,000.00 to fund 1115 Waiver program.

Monies are to be unreserved from acct#5-1100-257-00-000-003-0-000 (Fund Balance - Assigned for 1115 Waiver)

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/07/2015 03:49 PM
Auditor's Office	Veronica Ortiz	01/07/2015 03:50 PM
Purchasing Department	Monica Badillo	01/16/2015 06:30 PM
Form Started By: Merlen P. Munoz		Started On: 01/07/2015 08:13 AM
Final Approval Date: 01/16/2015		

DATE: January 7, 2015

2015
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **1115 Waiver DSRIP**

ACCOUNT NUMBER: 5-1100-444-00-240-005-0-XXX

Contact Person: Merlen Munoz Ph#: (956) 292-7025 ext. 5403

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)		ACCOUNT (OBJECT) NAME		AMOUNT
5-1100-444-00-240-005-0-	113	1115 Waiver DSRIP	Reg Full-time employees	86,000.00
5-1100-444-00-240-005-0-	211	1115 Waiver DSRIP	Health Insurance	11,856.00
5-1100-444-00-240-005-0-	212	1115 Waiver DSRIP	Life Insurance	75.12
5-1100-444-00-240-005-0-	220	1115 Waiver DSRIP	FICA	6,579.00
5-1100-444-00-240-005-0-	230	1115 Waiver DSRIP	Retirement Contributions	9,141.80
5-1100-444-00-240-005-0-	250	1115 Waiver DSRIP	Unemployment Contributions	516.00
5-1100-444-00-240-005-0-	260	1115 Waiver DSRIP	Workers' Comp Contributions	181.00
5-1100-444-00-240-005-0-	320	1115 Waiver DSRIP	Professional	132,000.00
5-1100-444-00-240-005-0-	336	1115 Waiver DSRIP	Computer Services	100,000.00
5-1100-444-00-240-005-0-	339	1115 Waiver DSRIP	Other Professional Services	120,000.00
5-1100-444-00-240-005-0-	583	1115 Waiver DSRIP	Out-of-County Employee Travel	4,000.00
5-1100-444-00-240-005-0-	610	1115 Waiver DSRIP	General Supplies	200,000.00
5-1100-444-00-240-005-0-	630	1115 Waiver DSRIP	Food	1,000.00
5-1100-444-00-240-005-0-	650	1115 Waiver DSRIP	Software	5,000.00
5-1100-444-00-240-005-0-	660	1115 Waiver DSRIP	Furnishings and Equipment	100,000.00
5-1100-444-00-240-005-0-	890	1115 Waiver DSRIP	Other	223,651.08
			TOTAL BUDGET INCREASE (DECREASE)	**1,000,000.00**

REASON: Appropriate funding for anticipated expenditures.

Note: Monies are to be unreserved from acct#5-1100-257-00-000-003-0-000 Fund Balance - Assigned for 1115 Waiver

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI -48172 **Budget and Management** **20. D.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval to correct salary schedule discrepancies adopted during the 2015 budget process as listed in Exhibit A, effective 1/01/2015.
2. Approval of transfer(s).
3. Approval to revised salary schedule in accordance with Commissioners Court action.

BACKGROUND

Fiscal Impact

Attachments

A
TRANSFER

Form Review

Inbox	Reviewed By	Date
Damaris San Miguel (Originator)	Damaris San Miguel	01/16/2015 05:26 PM
Purchasing Department	Monica Badillo	01/16/2015 06:31 PM
Form Started By: Damaris San Miguel		Started On: 01/16/2015 02:25 PM
Final Approval Date: 01/16/2015		

HIDALGO COUNTY

Department of Budget and Management

AI 48172 - EXHIBIT "A"

ADD ALLOWANCES/SALARY:

DEPARTMENT NAME	SLOT	POSITION TITLE	TYPE OF PAY	ADOPTED AMOUNT	CORRECT AMOUNT	VARIANCE
CRIM DA 080-002	0014	ASSISTANT DISTRICT ATTORNEY IV	AUTO ALLOWANCE	$0.00	$900.00	$900.00
TAX OFFICE 140-001	0019	DEPUTY CLERK III	AUTO ALLOWANCE	$0.00	$900.00	$900.00
SHERIFF 280-001	0008	CAPTAIN	CLOTHING ALLOWANCE	$0.00	$500.00	$500.00
JP 4 PL 2 068-001	0001	JUSTICE OF THE PEACE	AUTO ALLOWANCE	$0.00	$10,000.00	$10,000.00
JP 4 PL 2 068-001	0001	JUSTICE OF THE PEACE	SALARY	$0.00	$80,000.00	$80,000.00

CREATE SLOT:

DEPARTMENT NAME	OBJ	SLOT	POSITION TITLE	ADOPTED AMOUNT	NEW AMOUNT	VARIANCE
COPS HIRING RETENTION 280-089	113	0011	DEPUTY SHERIFF STEP I	$0.00	$39,140.00	$39,140.00
COPS HIRING RETENTION 280-089	113	0012	DEPUTY SHERIFF STEP I	$0.00	$39,140.00	$39,140.00
COPS HIRING RETENTION 280-089	113	0002	DEPUTY SHERIFF STEP I	$0.00	$39,140.00	$39,140.00

DATE: January 20, 2015

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Mgmt for Various Depts

ACCOUNT NUMBER: 5-1100-4XX-XX-XXX-00X-0-XXX

CONTACT PERSON: Damaris San Miguel **PHONE:** (956) 292-7025 Ext. 5410

2015
Transfer
AI-48172

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			
5-1100-415-00-115-002-0- 899	Co Wide Adm-	Contingency	(2,738.86)
TO			
5-1100-412-00-080-002-0- 118	Crim DA-	Auto Allowance	900.00
5-1100-412-00-080-002-0- 220	Crim DA-	FICA	68.85
5-1100-412-00-080-002-0- 230	Crim DA-	Retirement	95.67
5-1100-412-00-080-002-0- 250	Crim DA-	Unemployment Comp	5.40
5-1100-412-00-080-002-0- 260	Crim DA-	Workers Comp	1.53
5-1100-415-15-140-001-0- 118	Tax Off-	Auto Allowance	900.00
5-1100-415-15-140-001-0- 220	Tax Off-	FICA	68.85
5-1100-415-15-140-001-0- 230	Tax Off-	Retirement	95.67
5-1100-415-15-140-001-0- 250	Tax Off-	Unemployment Comp	5.40
5-1100-415-15-140-001-0- 260	Tax Off-	Workers Comp	1.53
5-1100-421-00-280-001-0- 119	Sheriff-	Clothing Allowance	500.00
5-1100-421-00-280-001-0- 220	Sheriff-	FICA	38.25
5-1100-421-00-280-001-0- 230	Sheriff-	Retirement	53.15
5-1100-421-00-280-001-0- 250	Sheriff-	Unemployment Comp	3.00
5-1100-421-00-280-001-0- 260	Sheriff-	Workers Comp	1.56
	TOTAL BUDGET INCREASE (DECREASE)		$ (0.00)

REASON: **Transfer needed to make corrections to the adopted salary schedule.**

SIGNATURE

COMMISSIONERS COURT / / **DATE** **ATTEST, COUNTY CLERK**

AI -48139 **Budget and Management** **20. E.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

TxDOT-Precinct No.1(1315):
Approval to issue check payable to Texas Department of Transportation Trust Fund in the amount of $1,700.00 for additional estimated direct costs for the engineering phase for the CR 229 (Mile 17 1/2 Road) at Drainage Ditch off system bridge project.(CSJ: 0921-02-290)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 14 **ACCT. #:** 4-1315-431-60-121-096-0-722

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

BUDGETARY IMPACT:

**pending approval of AI-48170 consent - interfund transfer of $1,1700.00

Attachments

TxDOT

Form Review

Inbox	Reviewed By	Date
Roland Garcia (Originator)	Rolando Garcia	01/16/2015 03:01 PM
Budget & Management	Veronica Ortiz	01/16/2015 04:00 PM
Sylvia Solis	Sylvia Solis	01/16/2015 04:14 PM
Purchasing Department	Monica Badillo	01/16/2015 06:31 PM
Form Started By: Rolando Garcia		Started On: 01/15/2015 02:27 PM
Final Approval Date: 01/16/2015		

Texas Department of Transportation
125 EAST 11TH STREET | AUSTIN, TEXAS 78701-2483 | (512) 463-8588 | WWW.TXDOT.GOV

October 7, 2014

The Honorable Ramon Garcia
Hidalgo County Judge
P.O. Box 1356
Edinburg, Texas 78540

RE: Off-System Replacement Project
CR 229 (Mile 17 ½ Rd) at Drainage Ditch
CSJ: 0921-02-290

Dear Judge Garcia:

The above captioned project is in the development stage and an Advance Funding Agreement (AFA) has been executed. In accordance with the AFA, Hidalgo County deposited $518.40 upon execution of the agreement for the estimated engineering phase direct costs which are the responsibility of the County.

As of September 03, 2014 $1,254 has been incurred for the engineering phase direct costs thus far. We are estimating that approximately $2,218 in direct state costs will be incurred upon the completion of the engineering phase. Therefore, per the terms of the AFA, **please remit a check made payable to the "Texas Department of Transportation Trust Fund" in the amount of $1,700 within 30 days from receipt of this letter to** the attention of Mr. Homero Bazan, Jr., P.E, our Director of Transportation Planning and Development, at 600 West Expressway 83, Pharr, Texas 78577 for further processing.

If you have any questions concerning this matter, please contact Mr. Bazan or me at (956) 702-6100.

Sincerely,

Toribio Garza, Jr., P.E.
Pharr District Engineer

Enclosure

cc: Pedro R. Alvarez, P.E., Deputy District Engineer
Homero Bazan, Jr., P.E., Director of Transportation Planning and Development
Rene Garza, P.E., Pharr Area Engineer
Melba Schaus, P.E., Project Manager
Project File

AI -48028 **Purchasing Department** **21. A. 1.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance of a rebate check in the amount of $ 20,362.55 from The Local Government Purchasing Cooperative and Buy Board for the 2013-2014 fiscal years.

BACKGROUND

Fiscal Impact

Attachments

Check and Back up

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	01/12/2015 09:46 AM
Budget & Management	Debbie Tamez	01/12/2015 04:00 PM
Glinda Pacheco	Glinda Pacheco	01/13/2015 11:17 AM
Auditor's Office	Monica Badillo	01/16/2015 06:30 PM

Form Started By: Nielda Cavazos Started On: 01/09/2015 02:50 PM

Final Approval Date: 01/16/2015

BuyBoard® Cooperative Purchasing

P.O. Box 400, Austin, Texas 78767-0400
800.695.2919 • Fax: 800.211.5454 • buyboard.com

December 1, 2014

RE: Rebate Check

Dear BuyBoard member:

We are pleased to present your organization with the enclosed rebate check.

Because of your participation and confidence in The Local Government Purchasing Cooperative and BuyBoard®, the program has continued to grow over the last few years. The purchasing volume exceeded $860 million for the 2013-14 fiscal years, and membership has grown to over 5,000 governmental and non-profit members throughout the state.

As a result of the continued growth, the Coop is sending rebate checks to eligible members. The rebate is reflective of the Coop collecting more in vendor service fees than it needed to cover its annual expenditures. As a result, the Cooperative Board approved a distribution of $3.9 million to be rebated to 1,190 members, with each entity's rebate based on the amount of vendor service fees generated by its purchases. The enclosed check results from your participation in the Cooperative for the 2013-14 fiscal years.

Our goal is to continue to offer high-quality products at competitive prices from top-performing vendors so that you always find value in the Cooperative and BuyBoard.

Thank you for your participation in the Cooperative, and we look forward to serving you even better in the future.

Sincerely,

Mr. Antonio Gracia
Chair
The Local Government Purchasing Cooperative

RECEIVED
JAN 06 2015
By 2:20pm

The Local Government Purchasing Cooperative
P.O. Box 400
Austin, Texas 78767-0400
(800) 695-2919

JPMorgan Chase Bank, N.A., Dallas, TX
Controlled Disbursement

88-88/1113

00012712
11/21/2014

Vendor No. 108275

TWENTY THOUSAND THREE HUNDRED SIXTY TWO AND 55/100**********

$****20,362.55
VOID IF NOT CASHED IN 90 DAYS

PAY TO THE ORDER OF
HIDALGO COUNTY
100 E CANO 4TH FLR
EDINBURGH TX 78539

VOID IF OVER $20362.55

⑈00012712⑈ ⑆111300880⑆ 73424004 7⑈

THE FACE OF THIS CHECK IS BROWN ON WHITE PAPER AND AN ARTIFICIAL WATERMARK APPEARS ON BACK OF CHECK.

The Local Government Purchasing Cooperative
P.O. Box 400
Austin, Texas 78767-0400
(800) 695-2919

Net Amount: $****20,362.55
Payee Name: HIDALGO COUNTY

00012712
11/21/2014

Invoice Number	Invoice Date	Description	Gross	Discount	Amount Paid
113014	11/18/2014	2013-14 COOP BUYBOARD REBA	20,362.55		20,362.55
TOTAL			20,362.55		20,362.55

RECEIVED
JAN 06 2015
BY 2:20pm

AI -48130 **Purchasing Department** **21. A. 2.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of "First Amendment" to the lease agreement between Hidalgo County [currently housing Dept of Human Resources] to reflect name change of lessor from Jack McClelland to JDMC Investments, LLC.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:**

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

BUDGETARY IMPACT:

NO BUDGETARY IMPACT.

Attachments

Amendment

Legal approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/16/2015 01:27 PM
Budget & Management	Veronica Ortiz	01/16/2015 02:28 PM
Auditor's Office	Monica Badillo	01/16/2015 06:31 PM

Form Started By: Rocio Villarreal Started On: 01/15/2015 11:42 AM

Final Approval Date: 01/16/2015

STATE OF TEXAS §
COUNTY OF HIDALGO §

FIRST AMENDEDMENT TO LEASE AGREEMENT

This **Amendment to Lease Agreement By And Between The County Of Hidalgo, Texas** and JDMC Investments, LLC is made this 20th day of January, 2015, between the parties, as follows:

WHEREAS, on October 30, 2012, Hidalgo County (the "Lessee") entered into a Lease Agreement (the "Lease Agreement") with Jack McClelland (the "Lessor"), in which the Lessee would rent certain premises from the Lessor as described in the Agreement;

WHEREAS, Lessor transferred its fee interest in the real property which is the subject of the Lease Agreement to JDMC Investments, LLC by deed dated August 20, 2014 and recorded in the Official Records of Hidalgo County under Document Number 2014-2543593;

WHEREAS, JDMC Investments, LLC desires to ratify and confirm the terms and provisions of the Lease Agreement; and substitute itself for the original lessor; and

WHEREAS, the parties desire to amend the Lease as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions of this First Amendment to Lease Agreement and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, **JDMC Investments, LLC.** as Lessor, and **COUNTY OF HIDALGO, TEXAS,** as Lessee effective as of the 20th day of January, 2015 (the "Effective Date") hereby agrees to the following amendment to the Lease:

1. **JDMC Investments, LLC** shall be the lessor under the Lease Agreement and the name of **JDMC Investments, LLC** shall be substituted throughout the Lease Agreement in lieu of the name of Jack McClelland wherever the name of Jack McClelland appears in the Lease Agreement.

2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and **JDMC Investments, LLC** and Lessee ratify and confirm the terms and provisions of the Lease as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

By:_____
Arturo Guajardo, Jr., County Clerk

JDMC Investments, LLC

By: _____

Printed Name:_____

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain, Attorney

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: Amendment No. 1 for Jack McClelland-Lease of Office Space for Human Resource

From : Steve Crain <scrain@atlashall.com> Fri, Jan 16, 2015 09:26 AM

Subject : RE: Amendment No. 1 for Jack McClelland-Lease of Office Space for Human Resource 1 attachment

To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The amendment is OK.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, January 16, 2015 8:37 AM
To: Stephen L. Crain
Subject: Re: Amendment No. 1 for Jack McClelland-Lease of Office Space for Human Resource

Attached as requested is the draft amendment with the changes. 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: Thursday, January 15, 2015 8:30:10 AM
Subject: FW: Amendment No. 1 for Jack McClelland-Lease of Office Space for Human Resource

Good Morning Rocio:
See the attached Doc976 in PDF with Mr. Crain's proposed changes. If you have questions, please call our office.

Have a Great Day!!!

Marynel Trevino, Secretary for

Stephen L. Crain & J. Joseph Vale

ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com

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From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, January 14, 2015 4:16 PM
To: Stephen L. Crain
Subject: Amendment No. 1 for Jack McClelland-Lease of Office Space for Human Resource

Mr. Crain:

Please review and approve as to form an amendment to lease agreement with Jack McClelland. Amendment is to change name of lease to JDMC Investments, LLC

If you have any questions or concerns 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

image001.jpg
5 KB

AI -48155 **Purchasing Department** **21. A. 3.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Discussion, consideration, and action/approval of final Interlocal Cooperation Agreement between Hidalgo County and the City of Edinburg for: "The Disposal of Non-Hazardous Solid Waste."

BACKGROUND

Agreement was approved on 12/16/14 by Com Court. Agreement was modified as requested by City of Edinburg.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-432-00-XXX-001-0-421

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

BUDGETARY IMPACT:

Funds available in 2015 Adopted Budget under the Pct Sanitation budget.

Attachments

Agreement

Legal Approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/16/2015 03:35 PM
Budget & Management	Veronica Ortiz	01/16/2015 04:04 PM
Auditor's Office	Monica Badillo	01/16/2015 06:31 PM
Form Started By: Rocio Villarreal		Started On: 01/16/2015 10:04 AM
Final Approval Date: 01/16/2015		

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
JANUARY 06, 2015

Consider Approving Interlocal Agreement Between the City of Edinburg and County of Hidalgo, for the Disposal of Non-Hazardous Solid Waste at the Edinburg Regional Sanitary Landfill Facility. [Ramiro L. Gomez, Director of Solid Waste Management]

****

STAFF COMMENTS AND RECOMMENDATION:

Staff is requesting the City Council approve an Agreement between the City of Edinburg and County of Hidalgo, for the disposal of Non-Hazardous Solid Waste. The Agreement is for an initial ten (10) year term with an automatic five (5) year renewal at mutually agreed upon rates.

This agreement encompasses our preliminary contract with the County to include additional amendments/deletions not included in the version approved by Hidalgo County Commissioners Court on December 16, 2014. Our current amendments/deletions have been discussed in length with County Staff and will be presented in an upcoming County Commissioners Court meeting for approval.

The amendments/deletions that are pending approval by the County are as follows:

- Deletion of Transportation Clause, Article II Paragraph E Section E, - This clause stipulated that the City will not be responsible for the transport cost relating to transport of Solid Waste to the Landfill by an Independent County Approved Contractor. – This is previously addressed in the Paragraph and is further addressed by the City requiring that these contractors, if approved by the County, seek and obtain a separate contract with the City, under the Second Paragraph of Article IX.
- Deletion of Assignment Clause, Article X Paragraph I, – This paragraph allowed the County to assign the handling, disposal or processing of their solid waste, under this contract, without City approval.
- Deletion of a Non-Discrimination Clause, Article XI Paragraph D, – This is addressed by City Charter in the employment of individuals by the City.
- Adding the Neutral Party Paragraph, Article XXIII, for our Alternate Dispute Resolution Process.

The proposed agreement calls for a Disposal Rate of $18.25 per ton for Municipal Solid Waste and $15.50 for Debris. Their current disposal trend is in excess of 55,000 tons per year. This waste stream will not significantly impact the Landfill's current life expectancy, which is currently between ten (10) years and thirty-two (32) years respectively. Projected gross revenue from this acceptance is expected to be in excess of $900,000 Dollars per Year. This contract, if approved, will become effective immediately after it's execution but with its initial use starting January 1, 2015.

RECOMMENDATION:

Approve Interlocal Agreement Between the City of Edinburg and County of Hidalgo, for the Disposal of Non-Hazardous Solid Waste at the Edinburg Regional Sanitary Landfill Facility Pending Approval of Final Form by City Manager and City Attorney.

	REVIEWED BY:	PREPARED BY:
	Pedro Alonzo	
Ramiro Garza, Jr.	Ascencion Alonzo	Ramiro L. Gomez, Jr.
City Manager	Director of Finance	Director of Solid Waste Management

****

RECORD OF VOTE:

APPROVED	_____
DISAPPROVED	_____
TABLED	_____
NO ACTION	_____

Richard Molina	J.R. Betancourt	Richard H. Garcia	Homer Jasso, Jr	Elias Longoria, Jr.
Councilmember	Councilmember	Mayor	Councilmember	Mayor Pro-Tem

STATE OF TEXAS	§	INTERLOCAL AGREEMENT BETWEEN
	§	CITY OF EDINBURG AND THE COUNTY
HIDALGO COUNTY	§	OF HIDALGO FOR THE HANDLING OF
		NON-HAZARDOUS MUNICIPAL SOLID WASTE

This Agreement is made and entered into, pursuant to Texas Government Code, Title 7 Chapter 791 (Vernon's Tex. Stat. and Codes Ann.) as of the_____day of_____, 2014, by and between Hidalgo County, a political subdivision of the State of Texas, located in Edinburg, Hidalgo County, Texas ("Hidalgo County"), and the City of Edinburg, a municipal home-rule Texas corporation situated in Edinburg, Hidalgo County, Texas ("City"), owner and operator of the Department of Solid Waste Management - Waste Collection and Disposal Services, situated at 8601 North Jasman Road in Edinburg, Texas ("SWM"), for the purpose of setting forth the agreement between the parties, whereby Hidalgo County desires to contract with Edinburg for the handling and processing or disposal of non-hazardous solid waste materials, situated in and/or collected by the County's precincts and subject to the terms and conditions of this Agreement.

WHEREAS, the accumulation of garbage, litter, rubbish, junk and other deleterious substances constitutes a public hazard and nuisance; greatly increasing the danger of the spread of infectious, contagious and epidemic diseases; and

WHEREAS, Hidalgo County collects and/or arranges for disposal of non-hazardous solid wastes from within Hidalgo County; and

WHEREAS, Hidalgo County requires the handling and processing or disposal of such garbage, litter, rubbish, junk and other deleterious substances; and

WHEREAS, City owns, operates it's a landfill more specifically a Regional Type I and Type IV Sanitary Landfill(s) (the "Landfill"), pursuant to Permit No. 956B and/or Permit No. 2302, issued by the Texas Commission on Environmental Quality ("TCEQ"); and

WHEREAS, City has the capability and capacity, for the collection and disposal of such garbage, litter, rubbish, junk and other deleterious substances.

NOW, THEREFORE, for and in consideration of the premises and mutual promises, covenants and agreements hereinafter set forth, and intending to be legally bound, Edinburg and Hidalgo County agree as follows:

I. OBLIGATIONS OF CITY OF EDINBURG

A. Type of Waste: During the term of this Agreement, City shall accept for disposal at the Landfill all of the non-hazardous solid waste delivered to the Landfill from Hidalgo County, including, but not limited to, trash, scrap food, leaves, grass, brush, bottles, cans, cardboard boxes, glass, and small dead animals (hereinafter said acceptable solid waste referred to as the "Waste Material"), but excluding radioactive, volatile, highly flammable, explosive, toxic or hazardous waste. In addition, Edinburg will not accept for disposal any liquid waste, or any article exceeding one (1) cubic yard in size, or any matter in violation of its operating permit. The term "hazardous waste" as used herein shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency ("EPA") or any agency of the State of Texas pursuant to the Resource Conservation and Recovery Act of 1976, as amended and including future amendments thereto, and any applicable state or federal regulations or laws. Title to the Waste Material delivered to the Landfill shall be transferred to and rest with Edinburg at the time the Waste Material is unloaded at the working face of the Landfill. All risks and responsibilities of the Waste Material shall be borne by Hidalgo County until the time the waste is unloaded at the working face. In the event that unacceptable material is delivered to the Landfill, it shall be the sole responsibility of Hidalgo County, under the City of Edinburg's direction or its representative, to contract the removal, hauling and disposal of the unacceptable material to an approved disposal site at the expense of Hidalgo County. In the event that fines are levied against the City of Edinburg due to Hidalgo County's noncompliance, it will be Hidalgo County's responsibility to incur such costs.

B. Compliance: Edinburg agrees to accept from Hidalgo County for disposal at the Landfill all Waste Material delivered from Hidalgo County. Edinburg agrees to operate in compliance with all applicable laws and regulations.

C. Hours of Operation: The minimum hours of operation of the Landfill shall extend from **7:00 a.m.** to **6:00 p.m.**, **Monday** through **Friday**, and **7:00 a.m.** to **1:00 p.m.** on **Saturdays**. Edinburg agrees to accept Waste Material transported from Hidalgo County to the Landfill at all other times, at the request of Hidalgo County under emergency circumstances, subject to payment by Hidalgo County of an additional sum per ton for such "**off-hour**" operations as hereinafter provided in **Paragraph II-F**. County shall notify City 24 hours in advance of such a request.

II. OBLIGATIONS OF HIDALGO COUNTY

A. Rates for Disposal: Hidalgo County agrees to deliver to the Landfill for disposal all solid waste which is collected by the County. Individual vehicle net weight for billing shall be based on tare weight.

Hidalgo County agrees to pay Edinburg the following sums for such disposal:

1. MSW Disposed----------$ 18.25 per ton
2. Brush Disposed----------$ 15.50 per ton
3. Passenger (16 inch wheel size or less)--------$ 5.00/each
4. Truck (17 inch to 24 inch wheel size)---------$ 8.00/each
5. Tractor (25 inch to 30 inch wheel size)-------$ 20.00 each
6. Heavy equipment (over 30 inch wheel size)-$ 150.00 each

B. **Rates for Collection Hidalgo County Precinct 4 ONLY:** Hidalgo County PCT 4 ("Precinct 4") and CITY agree to invoice the Hidalgo County , the following for services rendered under this agreement for the collection of non-hazardous Roll-Off waste for Precinct 4:

1. Precinct 4, will notify the City 24 hours in advance the need for Roll-Off Services and the locations where these services would be rendered;
2. City and Hidalgo County agree that the following listed Service charge for Precinct 4 will be an all-inclusive charge for disposal and transport of the solid waste materials from the listed following Citizen Collections Stations located in Precinct 4 and delivered to the Landfill:

   Fee Schedule (All Inclusive Rate):

   - Doolittle Road Citizen Collection Station---------$ 305.00
   - San Manuel Citizen Collection Station----------$ 305.00
   - Hargill Citizen Collection Station----------$ 305.00

   (plus applicable Taxes and Fees and fuel adjustment (subject to Section D))

C. Class II, RACM, dry sludge's, or other regulated wastes for which Edinburg possesses TCEQ acceptance authorization may be accepted at a rate formally approved by letter of agreement by both entities.

D. **Adjustments to Rates:** Such rates may be adjusted to reflect any increase or decrease in the cost of operations. Such rate adjustments may occur every **twelve (12) months**, on each anniversary date of this Agreement. Such rate adjustments shall be reflected by fluctuations in the Consumer Price Index for All Urban Consumers (published by the United States Bureau of Labor Statistics, Consumer Price Index, U.S. CITY Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted, Based Period December 1999 = 100) ("**CPI-U**"). Beginning with year one (1) of this Agreement, and continuing every subsequent year during the term of this Agreement, the rates

identified in Paragraph II.A, shall be adjusted based on the percentage change in the CPI Index pursuant to the fluctuation of the All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted; however, that the Rates shall not fall below the initial Rates specified in **Paragraph II; Sections A&B**. The annual increases or decreases shall be applied on each anniversary date of this Agreement, so long as this Agreement is in effect; provided, however, that no such increase shall be effective sooner than forty-five (45) days following written notice (which notice shall include evidence of such rise in the CPI-U) to the Hidalgo County in order that Hidalgo County may adjust their budget accordingly or terminate this Agreement on thirty (30) days written notice after receipt of the forty-five (45) day notice of an increase in rate to Hidalgo County. Additionally, such rates may be adjusted to reflect any changes in local, state or federal regulations governing the operation of the Landfill that become effective or is implemented after the execution and delivery of this Agreement, and any new taxation or extraordinary factors relevant to the operation of the landfill.

E. **Transportation Costs:** Hidalgo County shall pay all its costs necessary to collect and transport the Waste Material to the Landfill.

1. In the event the Precinct 4 so chooses to exercise the option to utilize the services listed under Paragraph II Section B and requests that the City provide services to Precinct 4's Citizen Collections Stations listed herein above then Hidalgo County shall be invoiced for those services rendered at the rate(s) listed.

F. **Off-Hours Disposal:** Hidalgo County shall pay City an amount per ton of Waste Material disposed of at the Landfill during off-hours at a rate equal to **120 percent** of the normal contract rate in effect at such time. Off-hour rates would not be applicable under a natural disaster emergency, provided City has authorization from TCEQ for such emergency situation.

III. TIME OF BILLING AND PAYMENT

City shall bill Hidalgo County for all amounts due hereunder for disposal at the Landfill at the end of the month in which services are performed. Payment shall be made by Hidalgo County no later than **thirty (30) days** following receipt of said invoice.

IV. TERM OF AGREEMENT AND TERMINATION

A. Term. This Agreement shall be for an initial term, effective on **January 1, 2015**, and shall continue in full-force and effect through **Dec 31, 2025**. This Agreement shall automatically be extended for an additional five-year term at mutually agreed upon rates, unless either party notifies the other party in writing, not less than **sixty (60) days** prior to the expiration of the Agreement term, of its intention to terminate this Agreement, at which time both parties shall have a minimum of **two (2) years** to effectively

manage the impact of termination of this contract in order to project, arrange, and manage for the proper disposal of all municipal solid waste.

B. Termination. This Agreement may be terminated by either party without cause upon thirty (30) days written notice prior to the end of the original or any renewal term. This Agreement shall terminate automatically if: (1) the Landfill is filled to capacity; (2) if for any reason whatsoever, City is permanently prevented from accepting Waste Material for disposal at the Landfill due to causes over which it has no control; or (3) Hidalgo County is prohibited by any federal or state law from disposing of Waste Material at the Landfill. Additionally, if Hidalgo County fails to promptly make payments for amounts due hereunder, or if Hidalgo County does not appropriate sufficient funds to meet its obligations under this Agreement, or if either party shall violate any laws, ordinances or governmental regulations or materially breach any provisions of this Agreement, the non-breaching party may terminate this Agreement by giving written notice of default to the other party, and the defaulting party's failure to cure such default within 30 days after receipt of such notice (provided, if such default is of a nature that it cannot be cured within such 30 day period), the non-defaulting party shall not have the right to terminate this Agreement if the defaulting party commences the curing of such default within such 30 day period, and diligently pursues the curing thereof.

V. INSURANCE

A. City's Obligations: City shall maintain in continuous force and effect throughout the term of this Agreement public liability and property damage insurance in the minimum amount of **$500,000** (with a deductible there under of not more than **$250,000**), covering the operation and maintenance of the Landfill. If requested, City shall furnish Hidalgo County with a certificate evidencing such insurance coverage. City shall notify Hidalgo County of the cancellation of or any material change in such insurance coverage.

B. Hidalgo County's Obligations: Hidalgo County shall maintain in continuous force and effect throughout the term of this Agreement public liability and property damage insurance in the amount of **$500,000** (with a deductible there under of not more than **$250,000**), covering Hidalgo County's' transportation of the Waste Material. If requested, Hidalgo County shall furnish City with a certificate evidencing such insurance coverage. Hidalgo County shall notify City of the cancellation of or any material change in insurance policy.

VI. DEFENSE, HOLD HARMLESS AND INDEMNITY CLAUSE

A. General Indemnification: City and Hidalgo County agree that should an act and/or omission of either party cause or incur, directly or indirectly, damage, loss, destruction, liability or claims against the other party as a result of willful misconduct or negligence, the party who so acted or failed to act shall assume

and pay for any and all defense in said matter, hold harmless and indemnify the other party from any and all loses, obligations, liabilities, causes of action, lawsuits, damages or assessments, as a result of said party's acts and/or omissions, including reasonable expenses and legal fees, to the extent caused by the negligent act or omission of such party.

B. **Waste Material Indemnification:** Hidalgo County agrees that in the event that it delivers or causes to be delivered to the Landfill any waste product excluded from the definition of Waste Material in **Paragraph I-A**, Hidalgo County shall assume and pay for all reasonable costs and expenses necessary to locate, isolate, remove from the Landfill and properly dispose of such waste. Further, Hidalgo County shall defend, indemnify, and hold harmless City from any and all losses, liabilities, damages, claims, penalties, fines or litigation expense arising from and caused by aforesaid described delivery of such excluded waste. This indemnification shall survive this Agreement and be enforceable as a separate agreement in the event such indemnification becomes necessary.

VII. INDEPENDENT STATUS

It is agreed and understood that each party hereto is considered an independent contractor. Any and all joint venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed; either expressed or implied a joint venture or partnership.

VIII. FORCE MAJEURE

Except for the obligation to pay for services rendered, neither party hereto shall be liable for failure to perform hereunder due to contingencies beyond its control, including, but not limited to, strikes, riots, war, fire, acts of God, weather, compliance with any law, regulation or order, of the United States of America or any other governmental body or instrument thereof, whether now existing or hereafter created.

IX. SUCCESSORS AND ASSIGNS

City and Hidalgo County each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither the City nor Hidalgo County shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

City and Hidalgo County hereby agree, that in the event that Hidalgo County allows the commercial collection of its residents by an independent contractor, that the pricing of this Agreement shall be extended to the independent contractor(s) subject to a written and approved agreement outlining agreed new terms and conditions by the City and such contractor(s). Hidalgo County hereby agrees to provide a list of the qualified and authorized independent contractors it has selected to provide such services to the

County.

X. GENERAL AND ADMINISTRATIVE PROVISIONS

A. **Authority:** Each party represents to the other that this Agreement, the transaction contemplated herein, and the execution and delivery hereof, has been duly authorized by all necessary proceedings and actions.

B. **Time Limit:** Time is of the essence of this Agreement; and accordingly, all time limits shall be strictly construed and enforced.

C. **No Waiver:** The failure or delay in the enforcement of the rights detailed therein shall not constitute a waiver of those rights or be considered as a basis for stopple. The parties may exercise their rights herein despite said delay or failure to enforce said rights.

D. **Dispute or Contest:** In the event that a dispute occurs or an action in law or equity arises out of the operation, construction or interpretation of this Agreement, the party prevailing shall be entitled to reasonable attorney's fees and cost arising there from.

E. **Paragraph Headings:** The paragraph headings used herein are descriptive only and shall have no legal force or effect whatsoever.

F. **Choice of Law and Venue:** This Agreement shall be governed by the laws of the State of Texas and is performable in Hidalgo County, Texas.

G. **Severability and Survival:** If any provision of this Agreement shall, for any reason, be held violative of any applicable law, and so much of the Agreement is held to be unenforceable, the invalidity of such a specific provision herein shall not be held to invalidate any other provisions herein, which other provisions shall remain in full force and effect, unless removal of the invalid provisions destroys the legitimate purposes of this Agreement, in which event this Agreement shall be terminated. The provisions of paragraphs **I-A, IV-B, V-A, V-B, VI-A,** and **VI-B,** shall specifically survive the expiration or termination of this Agreement and any renewal thereof.

H. **Notices:** All notices required or permitted herein must be in writing and shall be forwarded by United States Mail, by Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the party to whom notice is to be given at the address set forth below or to such address as either party hereto may designate to the other by notice from time to time for this purpose. Notices shall be deemed given upon deposit in a receptacle of the United States Postal Service.

XI. MISCELLANEOUS

A. **Disposal:** Residential and Commercial Refuse will be collected, transported, and deposited at THE CITY OF EDINBURG REGIONAL SANITARY LANDFILL FACILITY, LOCATED AT 8601 NORTH JASMAN ROAD EDINBURG, TEXAS 78542.

B. **Emergencies:** CITY agrees to use commercially reasonable efforts to assist the COUNTY in the event of an emergency situation on such terms and conditions as may be mutually agreed between CITY and the COUNTY.

C. **Hauling:** All Residential, Commercial and Brush Refuse hauled by COUNTY shall be contained, tied or enclosed so that leaking, spilling or blowing is prevented.

D. **Notification:** CITY shall notify the COUNTY and all Customers about complaint procedures, regulations and days for scheduled Residential Refuse collection.

E. **Licenses:** CITY shall, at CITY's expense, obtain all licenses and permits necessary for the performance of CITY's services.

XII. ALTERNATE DISPUTE RESOLUTION

Neither party shall terminate this Agreement nor take any adverse action against the other party without first giving said party written notice of the Agreement violation or other problem and advising such party of the party's right to cure such problem within **thirty (30) days** of such notice. If the advised party corrects or cures the violation or problem within the specified thirty-day period, then neither violation nor adverse action related to this Agreement shall be incurred by the advising party.

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two weeks to a neutral, trained party for assistance in dispute resolution by means of non-binding mediation. If mediation efforts are unsuccessful, parties may resort to protecting their rights by litigation in district court.

XIII. NEUTRAL PARTY

Said neutral third party should, if possible, be a local person with a background in dispute resolution and subject law. If the parties cannot agree on a neutral third party, then they shall submit the process to the American Arbitration Association for the selection of a neutral third party and the accomplishment of the non-binding mediation, in accordance with its guidelines.

XIV. COMMITMENT OF CURRENT REVENUES ONLY

In the event that, during any term hereof, the Commissioners Court of Hidalgo County does not appropriate sufficient funds to meet the obligations of Hidalgo County under this Agreement, Hidalgo County may terminate this Agreement upon ninety (90) days written notice to City. Hidalgo 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 Hidalgo County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

IN WITNESS WHEREOF, EXECUTED by **Edinburg** and **Hidalgo County** acting under the authority of their respective governing bodies in Duplicate Originals on the date indicated above.

COUNTY OF HIDALGO
100 EAST CANO, SUITE 202
EDINBURG, TEXAS 78539
PHONE: (956) 318-2600; FAX (956)318-2699

BY:_____
Ramon Garcia, County Judge
County of Hidalgo

Date:_____

CITY OF EDINBURG
P.O. BOX 1079
EDINBURG, TEXAS 78540
PHONE:(956) 383-5661; FAX (956) 383-7111

BY:_____
Richard H. Garcia, Mayor
City of Edinburg

Date:_____

ATTEST:

By:_____
, County Clerk

ATTEST:

By:_____
Mayra Garza, City Secretary

APPROVED AS TO FORM:

By:_____
County Attorney

APPROVED AS TO FORM:

By:_____
City Attorney

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: Hidalgo County Contract 2014.docx

From : Steve Crain <scrain@atlashall.com> Fri, Jan 09, 2015 02:34 PM
Subject : RE: Hidalgo County Contract 2014.docx
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

It is OK.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, January 09, 2015 1:53 PM
To: Stephen L. Crain
Subject: Fwd: Hidalgo County Contract 2014.docx

Mr. Crain:

I went ahead and reviewed the agreements and added (to the agreement already approved by you) the changes the city is requesting to change on the right side of the pages. Please review and 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: "Villarreal Rocio" <rocio.villarreal@co.hidalgo.tx.us>
Cc: "Steven Cruz" <steven.cruz@co.hidalgo.tx.us>, "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Sent: Thursday, December 18, 2014 9:42:35 AM
Subject: Fwd: Hidalgo County Contract 2014.docx

Ms. Rocio:
See legal instructions and proceed.
Marty

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Thursday, December 18, 2014 9:39:24 AM
Subject: RE: Hidalgo County Contract 2014.docx

Most of the red lined changes were our changes. Please have someone carefully compare our draft against this new draft and mark the changes.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, December 18, 2014 8:38 AM
To: Steve Crain
Cc: Villarreal Rocio; Darlene H. Betancourt; Steven Cruz
Subject: Fwd: Hidalgo County Contract 2014.docx

Mr. Crain
Please review the comments sent by City and advise. We may have to restate and place on CC meeting of 1-6-15
Thanks,
Marty S

From: "Steven Cruz" <steven.cruz@co.hidalgo.tx.us>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Cc: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>, "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "Joseph Palacios" <joseph_palacios22@yahoo.com>, "Joseph Palacios" <joseph.palacios@co.hidalgo.tx.us>, "Marcos Lopez" <marcos.lopez@co.hidalgo.tx.us>, "Rey Salazar" <rey.salazar@co.hidalgo.tx.us>
Sent: Wednesday, December 17, 2014 6:50:55 PM
Subject: Fwd: Hidalgo County Contract 2014.docx

Begin forwarded message:

> **From:** Ramiro Gomez <rgomez@CityofEdinburg.com>
> **Date:** December 17, 2014 at 5:31:36 PM CST
> **To:** 'Steven Cruz' <steven.cruz@co.hidalgo.tx.us>
> **Subject: Hidalgo County Contract 2014.docx**
>
> Steven, attached please find the City's reviewed copy of the County Contract. Unfortunately, it is our understanding that the County Commissioners Court took action on a non-finalized draft contract, with changes from the County. Please note that we have reviewed

the proposed changes; we have made some minor modifications to the submitted draft contract and for the most part accepted all of the county's corrections/deletions.

The Following are the changes we have made to the submitted draft after reviewing the County's changes:
City Deleted Section 10 (I) and 11(D) and Added Section 13 back, but this is still being reviewed.

Let me know what else you need from us and if the changes we made are to the county's satisfaction.. We will have the Contract go in front of City council on January 6th...

AI -47997 **Purchasing Department** **21. A. 4.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to enter into an Interlocal Cooperative Agreement between Hidalgo County (all elected offices, departments, programs and/or agencies thru all funding sources) and the Education Service Center, Region 20 (Coop) with the purpose of participating in the cooperative purchasing services of Purchasing Association of Cooperative Entities (Pace) as an additional procurement resource with authority for County Judge to execute document and thus permit Purchasing Agent or Designee to complete and fulfill the online Interlocal/Resolution Documents.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact to County....

Attachments

Cooperative's Documentation

Additional Information of Cooperative

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/09/2015 02:24 PM
Budget & Management	Debbie Tamez	01/12/2015 03:36 PM
Manuel Chapa	Manuel Chapa	01/14/2015 02:50 PM
Auditor's Office	Monica Badillo	01/16/2015 06:30 PM
Form Started By: Vangie Garcia		Started On: 01/07/2015 01:59 PM
Final Approval Date: 01/16/2015		

Cooperative Purchasing Agreement for Texas

This PACE Cooperative Purchasing Membership Agreement will allow a Member Agency to purchase commodities and/or services, from any and all PACE vendors, under the same terms, conditions and price as stated in each awarded contract. It is hereby agreed to by PACE and the Member Agency that:

1. PACE has followed procurement procedures for products and/or services offered by this Agreement in accordance with PACE's governing procurement statutes and regulations.
2. PACE makes their cooperative purchasing contracts available to Member Agencies "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member Agency.
3. The use of each contract by the Member Agency shall adhere to the terms and conditions of the PACE contract, including the order placement procedures provided by each vendor.
4. It is the sole responsibility of the Member Agency to accept delivery of products and/or services, and the Member Agency hereby agrees to make timely payments to each vendor for products and/or services received pursuant to this Agreement. Any dispute which may arise between the Member Agency and the Vendor are to be resolved between the Member Agency and the Vendor. PACE will make every effort to facilitate a favorable remedy for both parties.
5. This Agreement incorporates all Agreements, covenants and understandings between PACE and the Member Agency. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written revision or addendum executed by both parties.
6. This Agreement shall be governed by the laws of the State of Texas without regard to the choice of law rules of any jurisdiction. The Agreement shall become effective immediately and remain in effect unless terminated by either party with thirty (30) days written notice to the other party. Notice shall be sent to the address listed.

Interlocal Agreement

Please send a signed Interlocal Agreement to: Education Service Center, Region 20, Attention: PACE Coop/Jim Metzger, 1314 Hines Avenue, San Antonio, TX 78208 or e-mail to jim.metzger@esc20.net

Interlocal Agreement

Resolution

Pease send a signed Resolution to: Education Service Center, Region 20, Attention: PACE Coop/Jim Metzger, 1314 Hines Avenue, San Antonio, TX 78208 or e-mail to jim.metzger@esc20.net.

Resolution - City

Resolution - County

Resolution - School District

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PACE PURCHASING COOPERATIVE

INTERLOCAL AGREEMENT

Member Name: _____ County District Number: _____

Education Service Center, Region 20 (Coop) and the above named agency (member) enter into the following cooperative service arrangement.

This agreement is effective _____ (date) and shall automatically renew unless either party gives ninety (90) days prior notice of non-renewal. This agreement may be terminated with or without cause by either party upon thirty (30) days written notice.

The Coop will:

- Handle bidding procedures
- Abide by all bid laws in the State of Texas
- Enter proposals for tabulation and evaluation
- Arrange for an Award Committee to test, evaluate and award proposals
- Develop award information forms for member use
- Send award information to vendors
- Develop system for gathering evaluation information from members on vendor performance and product quality
- Provide comparison information with previous awards to evaluate effectiveness of proposals

The Member will:

- Designate a member employee to serve as a liaison with Coop
- Provide release time for meetings, proposal openings, and testing assistance as needed
- Identify delivery location within Member on purchase orders
- Prepare purchase orders for items awarded on proposals
- Ensure timely payments to vendors who receive proposal awards
- Provide Coop with evaluation forms regarding vendor and product concerns
- Ensure a Resolution is properly executed if required

Authorization:

Education Service Center, Region 20 and the PACE Purchasing Cooperative executed a contract to provide cooperative purchasing services to government entities.

PACE PURCHASING COOPERATIVE

INTERLOCAL AGREEMENT

Member Name: _____ County District Number: _____

Please send a signed Interlocal Agreement to (or fax to 210-370-5776 or e-mail to jim.metzger@esc20.net):

Education Service Center, Region 20
Attn: PACE Coop
1314 Hines Ave
San Antonio, TX 78208.

Public Entity	**Education Service Center, Region 20**
BY:	**BY:**
Authorized Signature	**Authorized Signature**
	Purchasing Coordinator
Title	**Title**
Date	**Date**
	Jim Metzger
Contact Person	**Contact Person**
	Purchasing Coordinator
Title of Contact Person	**Title of Contact Person**
	210-370-5204
Street Address	**Phone Number**
	210-370-5776
City, State, Zip	**Fax Number**
	jim.metzger@esc20.net
Phone/Fax Number	**E-mail Address**
E-mail Address	

RESOLUTION

WHEREAS, it is the intent of **Hidalgo County**
(Name of Entity)
to join and participate in the PACE Purchasing Cooperative, being organized and administered by the Education Service Center, Region 20.

WHEREAS, authority for this commitment is authorized by Article 791.011 Interlocal Cooperation Act as amended and would allow for substantial savings to be realized by volume purchasing of specific commodity items.

BE IT RESOLVED, that **Hidalgo County**
(Name of Entity)
Commissioners Court hereby joins in and elects to participate in the PACE Purchasing Cooperative being organized and administered by the Education Service Center, Region 20 and recognizes that there will be no fee for participation.

BE IT FURTHER RESOLVED, that **Hidalgo County**
(Name of Entity)
Commissioners Court hereby authorizes **Ramon Garcia, County Judge** (Name and/or Title) to execute such documents as are appropriate and necessary to implement the Entity's participation in said PACE Purchasing Cooperative.

We certify the foregoing is a true and correct copy of the resolution duly adopted by

Hidalgo County, of **Hidalgo**, Texas. In **Edinburg**
(Name of Entity) (City)
witness thereof, I/we have hereunto set my/our hand(s) this _____ day of _____, 2015.

AUTHORIZED SIGNATURE:_____

NAME and TITLE: **Ramon Garcia, County Judge**

AUTHORIZED SIGNATURE: _____

NAME and TITLE: **Martha L. Salazar, Hidalgo County Purchasing Agent**

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Pace Cooperative-Interlocal/Resolution

From : Steve Crain <scrain@atlashall.com> Fri, Jan 09, 2015 12:49 PM
Subject : RE: Pace Cooperative-Interlocal/Resolution
To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

If the blanks are filled in correctly it should be OK.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Friday, January 09, 2015 10:44 AM
To: scrain
Cc: martha salazar
Subject: Pace Cooperative-Interlocal/Resolution

Good Morning Mr. Crain;
Attached for your review for approval is an Interlocal/Resolution/Agreement documents from the Purchasing Association of Cooperative Entities (PACE) that I would like to place an agenda item for Commissioners Court of membership approval at no cost to Hidalgo County. This would be another cooperative that Hidalgo County would benefit use of existing services/contracts in place that the procurement process by the Cooperative has been initiated.

Please let me know if you have any questions.

Thank you;

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539
Email: evangelina.garcia@co.hidalgo.tx.us
Phone: 956-292-7000-Ext. 4856

PACE
Purchasing Association of Cooperative Entities

About Us

The Purchasing Association of Cooperative Entities (PACE) is designed to give its members additional awarded contract tools to assist their entities in meeting bidding requirements, saving valuable staff resources. PACE finds vendors to assist members in meeting their operation goals and save funds when obtaining best value supplies.

PACE was created by Education Service Center, Region 13 in Austin, Texas and Education Service Center, Region 20 in San Antonio, Texas. PACE is administered by Education Service Center, Region 20. Education Service Center, Region 20 was established by the Texas Legislature in 1967 to assist school districts and charter schools in improving efficiencies and student performance. Region education service centers are non-regulatory, intermediate education units. Texas Education Code, Chapter 8, gives each school district the opportunity to voluntarily be served by and participate with a regional educational service center.

PACE welcomes public and government entities, including cities, counties, independent school districts, higher education institutions, non-profit agencies, political subdivisions, and others.

Why Should I Join?

PACE

- Provides government agencies opportunities for greater efficiency and economy in acquiring goods and services
- Takes advantage of state-of-the-art purchasing procedures to insure the most competitive contracts
- Provides competitive price solicitation and bulk purchasing for multiple government agencies that yield economic benefits unobtainable by the individual entity
- Provides quick and efficient delivery of goods and services by contracting with high performance vendors
- Equalizes purchasing power for smaller agencies that are unable to command the best contracts due to size limitations
- Maintains credibility and confidence in business procedures by maintaining open competition for purchases and by complying with purchasing laws and ethical business practices

PACE FAQs

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PACE
Purchasing Association of Cooperative Entities

Contracts

Vendor	Commodity/Service	Contract	HUB
Acoustical Solutions	Soundproofing and Noise Control	P00131	
AHI Enterprises	Office Supplies, Furniture	P00106	Yes
AHI-Facilities	Janitorial and Sanitation Supplies	P00155	
AHI Industrial, LLC	Industrial Supplies	P00128	
Amazon	On-Line Retailer	P00107	
AMX Schoolview	PA & AV Intregration Systems	P00134	
Cascio Interstate Music	Musical Instruments and Supplies and Accessories	P00127	
CASO Document Management	Enterprise Content Management	P00119	
CenterLine Supply	Traffic Products and Warning Signs	P00138	
Clear Visions, Inc.	Printing Services	P00133	
Domtar/Western Paper Company	Fine Paper Products	P00103	Yes
Dealers Electrical Supply	Electrical Supplies	P00156	
ECOLAB	Chemical	P00123	
FBS - Financial Benefit Services	Employee Benefit Administration	P00112	
Flynn Southwest LP	Roofing	P00155	
Galls	Public Safety Equipment and Apparel	P00108	
Lennox Industries	Heating, Ventilation & Air/Conditioning	P00143	
LivingTree	Multi-Tiered Pivate collaboration Network	P00140	
McLemore Building Maintenance	Building Cleaning Services	P00115	
McLemore Building Maintenance	Landscaping Services	P00121	
Moore Medical	First Aid & Safety	P00139	
M Tech, Inc.; Comfort Systems USA	Building Repair & Maintenance	P00116B	
Parsons Roofing	Roofing	P00155	
PayCheck Direct	Employee Purchase Program	P00112	
Republic Services Inc.	Waste Collections	P00118	
SHI Government Solutions	Electronic Computing Products	P00132	Yes
Southern Management	Building Cleaning Services	P00151	
Summit Integration Systems	Audio, Visual	P00130	
TD Industries	Building Repair & Maintenance	P00116	
TriTechnologies, LTD	Asphalt Rejuvenator	P00138	

PACE

Purchasing Association of Cooperative Entities

PACE Home | About PACE | News | Membership | Contracts | Contact Us | Vendors

2/4

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AI -47970 **Purchasing Department** **21. A. 5.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Vangie Garcia, PURCHASING DEPT.

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of the continuation of the "Membership Agreement" between National Joint Powers Alliance (NJPA) and Hidalgo County, thus allowing the County to continue utilization of the procurement resources that are compliant with bidding requirements with no cost to Hidalgo County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

ITEM DOES NOT REQUIRE FUNDING-NO FISCAL/BUDGETARY IMPACT.

Attachments

NJPA AGREEMENT

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/09/2015 01:58 PM
Budget & Management	Debbie Tamez	01/12/2015 03:29 PM
Manuel Chapa	Manuel Chapa	01/13/2015 04:22 PM
Auditor's Office	Monica Badillo	01/16/2015 06:30 PM
Form Started By: Vangie Garcia		Started On: 01/06/2015 03:31 PM
Final Approval Date: 01/16/2015		

MEMBERSHIP AGREEMENT
PARTICIPATING MEMBER

NJPA
National Joint Powers Alliance®

This Agreement, made and entered into this 10th **day of** February, **20** 11,
by and between National Joint Powers Alliance®, hereinafter referred to as "NJPA" and
Hidalgo County, Texas **hereinafter referred to as the "Applicant".**

Witnesseth:
That for a good and valuable consideration of the premises, mutual terms, covenants, provisions, and conditions hereafter set forth, it is agreed by and between the parties as follows:

Whereas, the NJPA is created by Minnesota Statute §123A.21 (with membership further defined in M.S. §471.59) to serve cities, counties, towns, public or private schools, political subdivisions of Minnesota or another state, another state, any agency of the State of Minnesota or the United States including instrumentalities of a governmental unit and all non-profits; and

Whereas, NJPA's purpose as defined in M.S. §123A.21 is to assist in meeting specific needs of clients which could be better provided by NJPA than by the members themselves; and

Whereas, the NJPA Board of Directors has established the ability for an "Applicant" desiring to participate in NJPA contracts and procurement programs to become a Participating Member; and

Whereas, the NJPA Board of Directors has determined that Participating Members will have no financial or organizational liability to NJPA or to its organizational activities;

Now Therefore, it is hereby stipulated and agreed that the "Applicant" Agency desires to be a Participating Member of NJPA with contract purchasing benefits, in accordance with terms and conditions of the applicable contract(s), and that NJPA hereby grants said Membership to said "Applicant."

Term:
This continuing agreement shall remain in force or until either party elects to dissolve the Agreement by written notice.

THEREFORE, IN WITNESS THEREOF,
the parties hereto have executed this Agreement the day and year written above.

Member Name:

By _____ AUTHORIZED SIGNATURE

Its Hon. Ramón García County Judge TITLE

2/1/2011 DATE

Approved by Commissioners' Court on 2-1-2011

National Joint Powers Alliance®
200 1st Street NE, Suite 1
Staples, MN 56479

_____ AUTHORIZED SIGNATURE

EXECUTIVE DIRECTOR TITLE

2/11/11 DATE

09/21/2010

MEMBERSHIP AGREEMENT
PARTICIPATING MEMBER

NJPA
National Joint Powers Alliance®

PATICIPATING MEMBER INFORMATION

Applicant Name: Hidalgo County, Texas
Address: 2802 South Highway 281
Edinburg Texas 78539
Federal ID Number:
Contact Person: Matilde (Maty) Faz
Title: Purchase Specialist II
E-mail: matilde.faz@co.Hidalgo.Tx.us
Phone: 956-318-2626 ext 4854
Website

Please indicate an address to which your Membership materials may be delivered.

Thank you.

APPLICANT ORGANIZATION TYPE:

- ☐ K-12
- ☒ Government or Municipality
- ☐ Higher Education
- ☐ Non-Profit
- ☐ Other (please specify):

I WAS REFERRED BY: (please specify)

- ☐ Advertisement
- ☐ Current NJPA Member
- ☐ Vendor Representative
- ☐ Trade Show
- ☐ NJPA Website
- ☐ Other

Completed applications may be returned to:
National Joint Powers Alliance ®
200 First Street NE, Suite 1
Staples, MN 56479

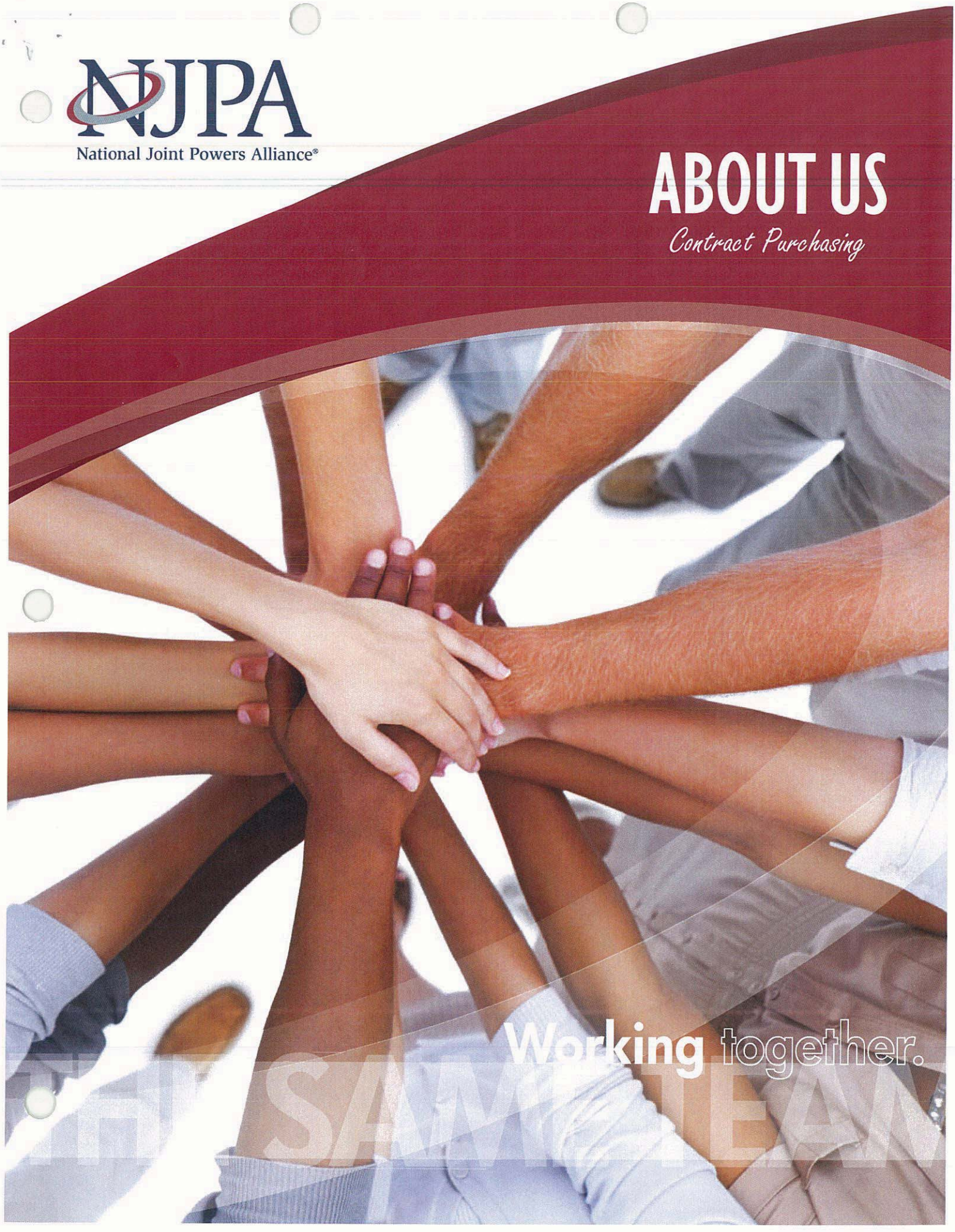
Duff Erholtz
phone 218-894-5490
fax 218-894-3045
e-mail duff.erholtz@njpaoop.org

09/21/2010

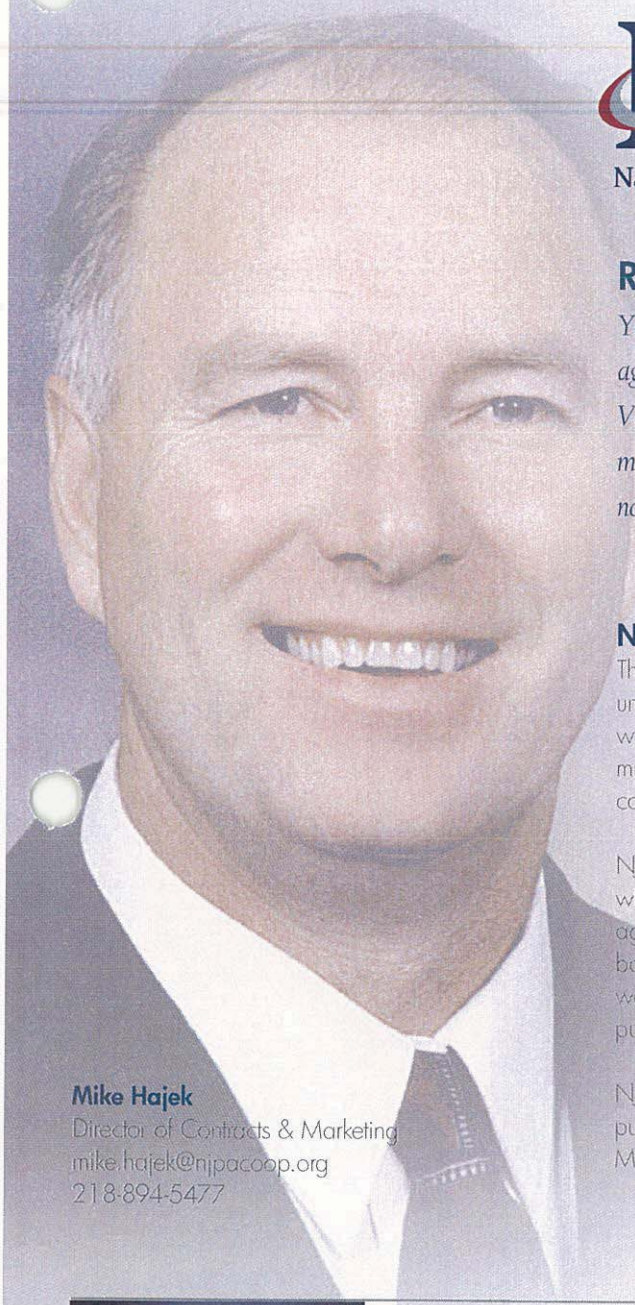
NJPA
National Joint Powers Alliance®

ABOUT US

Contract Purchasing



CONTRACT PURCHASING



Mike Hajek
Director of Contracts & Marketing
mike.hajek@njpacoop.org
218-894-5477

NJPA
National Joint Powers Alliance®

Realize the Power and Value of Contracting Purchasing

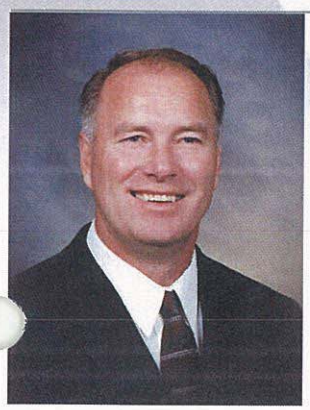
Your organization has the opportunity to become one of over 30,000 Member agencies that has access to discount pricing from over 50 nationally acclaimed Vendors and thousands of competitively bid products. NJPA will save you time, money and duplication of the bid process. It takes only five minutes to complete a no-cost, no-obligation Membership. Get started today at **www.njpacoop.org**.

NATIONAL JOINT POWERS ALLIANCE

The National Joint Powers Alliance® (NJPA), is a governmental agency operating under the enabling authority outlined in Minnesota Statute 123A.21. This statute was created in 1978 and revised in 1995 to allow participating government and municipal agencies to reduce the cost of purchased goods by leveraging their combined purchasing power.

NJPA is also guided and enabled by M.S. 471.59, the "Joint Exercise of Powers" which defines the ability of two or more government agencies to enter into an agreement to contract in common through the action of each of the governing bodies, which includes the ability to enter into cooperative agreements. As such, we are a Member-owned cooperative, serving all government, education (both public and private) as well as all non-profit agencies.

NJPA establishes and provides nationally leveraged and competitively solicited purchasing contracts in cooperation with the Uniform Municipal Contracting Law, M.S. 471.345 Subd. 15.



Service is Our Standard

At the National Joint Powers Alliance, we are driven to provide efficient public service through our National Cooperative Purchasing Programs. Our common needs and the desire to serve your agency will lead our efforts as we face the challenges of purchasing in the future.

OUR COMMITMENT

National Joint Powers Alliance is committed to serving you, the Member through a continuous effort to meet your present and future needs. Our goals include working to solve your purchasing concerns in a measurable, cost effective manner. We will research the industry with regard to our Members' common needs and as a result, we will deliver to you the opportunity to purchase through nationally leveraged contracts offering the very best products and services at the lowest possible price. We are only able to do this as we work together, developing partnerships to create a unified purchasing alliance.

OUR PURPOSE

The general purpose of NJPA is to create and host a national municipal association's purchasing alliance. Our goal is to provide our Members with requested programs and services created, coordinated and delivered through a cooperative effort between all participating Members. NJPA is a national organization that creates a business and service relationship alliance between buyers and suppliers. Participation is offered to legislatively qualified agencies nationally. Member agencies must still interpret their own purchasing laws and recognize NJPA as having satisfied their own competitive bidding requirements.

Duff Erholtz
Manager of Membership Services
duff.erholtz@njpacoop.org
218-894-5490

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ENABLING LEGISLATION

Contracting Authority

The following summary is a highlighted explanation of the enabling legislation referenced by and guiding NJPA. The plain language of the statutes, from our perspective, allows NJPA very clear authority to serve current and future Members through cooperative efforts.

NJPA ENABLING LEGISLATION

- **Minnesota Statute 471.345: Municipal Contracting Law**
  NJPA claims organizational status as a "Municipal Agency" under the authority of this definition and reference of 123A.21 Subd. 9 (d-e) Subd. 15 which defines "Cooperative Purchasing" abilities.

- **M.S. 471.345 Subd. 1: Municipality Defined**
  For purposes of this section, "municipality" means a county, town, city, school district or other municipal corporation or political subdivision of the state authorized by law to enter into contracts.

- **M.S. 471.345 Subd. 15: Cooperative Purchasing**
  Our national association, the "National Joint Powers Alliance®" (NJPA), takes its name from this statute. A municipality may contract for the purchase of supplies, materials, or equipment without regard to the competitive bidding requirements of this section if the purchase is through a national municipal association's purchasing alliance or cooperative created by a Joint Powers Agreement that purchases items from more than one source on the basis of competitive bids or quotations.

MINNESOTA STATUTE 471.59: JOINT EXERCISE OF POWERS

Make note of Subd. 1 which defines the ability of two governmental agencies to enter into an agreement to contract in common through the action of each of the governing bodies. Subd. 10 expands on the ability to enter into cooperative agreements.

- **M.S. 471.59 Subd. 1: Agreement**
  Two or more governmental units, by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised. The agreement may provide for the exercise of such powers by one or more of the participating governmental units on behalf of the other participating units. The term "governmental unit" as used in this section includes every city, county, town, school district, other political subdivision of this or another state, another state, the University of Minnesota, and any agency of the state of Minnesota or the United States, and includes any instrumentality of a governmental unit. For the purpose of this section, an instrumentality of a governmental unit means an instrumentality having independent policy making and appropriating authority.

- **M.S. 471.59 Subd. 10: Services Performed by Governmental Units; Commonality of Powers**
  Notwithstanding the provisions of Subd. 1 requiring commonality of powers between parties to any agreement, the governing body of any governmental unit as defined in Subd. 1, may enter into agreements with any other governmental unit to perform on behalf of that unit any service or function which the governmental unit providing the service or function is authorized to provide for itself.

THE "JOINT EXERCISE OF POWERS" AGREEMENT

The Joint Exercise of Powers Agreement with NJPA provides access to NJPA and its contracts. This allows NJPA to access the Member participating agencies' contracts as well. The Joint Powers Agreement may not be necessary if the participating agencies' state law allows for state-to-state "piggy backing" on legal state contracts. All NJPA contracts are legal state contracts as NJPA operates under Minnesota legislative authority to provide cooperative purchasing services to participating Members. The Joint Exercise of Powers offers a legal link between NJPA and its Member agencies as contracts are accessed. NJPA bids and awards contracts in full compliance with Minnesota Municipal Contracting Law, M.S. 471.345.

Our Foundation

MINNESOTA STATUTE 123A.21: SERVICE COOPERATIVES

This is the statute under which our cooperative was created. Our previous name was the North Central Service Cooperative (NCSC) and we are now doing business as the National Joint Powers Alliance® (NJPA).

- **M.S. 123A.21 Subd. 2** defines that the purpose of a service cooperative is to "assist in meeting specific needs of clients."

- **M.S. 123A.21 Subd. 3: Membership and Participation**
  Full Membership with a service cooperative shall be limited to public school districts, cities, counties and other governmental units as defined in section 471.59 and NJPA's Bylaws and Policies. Governmental units are not required to join NJPA as Full Members, but they must sign on as NJPA Participating Members to access our contracts and to validate their purchases. Many local policies require Membership to legally access contracts held by other agencies. NJPA provides a Participating Membership and Joint Powers Agreement at no cost. When a board signs a Joint Powers Agreement it qualifies that board to serve on the NJPA Joint Powers Advisory Board. The Participating Membership and Joint Powers Agreements both establish a legal paper trail between NJPA and the Member as contracts are accessed.

- **M.S. 123A.21 Subd. 5(g)** shows that the powers of the board of directors of a service cooperative are written very broadly to grant extensive authority. This statute states "The board of directors shall have authority to maintain and operate a service cooperative." More specifically, "The service cooperative board of directors may enter into contracts with other public and private agencies and institutions to provide administrative staff and other personnel as necessary to furnish and support the agreed-upon programs and services."

- **M.S. 123A.21 Subd. 7** describes the ability and directive to provide cooperative purchasing services. This statute specifically calls for the board to support programs and services that support and allow for cooperative purchasing.

- **M.S. 123A.21 Subd. 9(d,e): Service Cooperative Defined**
  Subd. 9 defines the Service Cooperative (SC) under (d) the SC is a public corporation and agency and its board of directors may make application for, accept, and expend private, state and federal funds that are available for programs of the Members. (e) The SC is a public corporation and agency and as such, no earnings or interest of the SC may incur to the benefit of an individual or private entity.

FAQs

Frequently Asked Questions

Q. WHO IS NJPA?

A. The National Joint Powers Alliance®, referred to as NJPA, is a Municipal Contracting agency operating under the legislative authority of Minnesota Statute 123A.21. This statute was created in 1978 and revised in 1995 to allow participating municipal agencies to reduce the cost of procurement by leveraging the benefits of contract purchasing. NJPA serves all education, government and non-profits agencies nationally.

Q. WHAT IS THE ORGANIZATIONAL STATUS OF NJPA?

A. NJPA employees are public employees. All employees are required to pay into Public Employment Retirement Association (PERA) through payroll deduction. One level of comfort for Members is that NJPA employees have the same employment status as NJPA municipal Members.

Q. HOW IS NJPA GOVERNED?

A. NJPA is governed by the NJPA Board of Directors. The eight-member board is comprised of governing officials; including school board, city council or county commissioners.

Q. HOW MUCH DOES IT COST TO PARTICIPATE IN NJPA?

A. There is no cost, obligation or liability to join or participate in NJPA contracts.

Q. HOW IS NJPA FUNDED?

A. NJPA is funded by a Vendor contract administrative fee. The fee is paid by the Vendor and not passed on to the NJPA Member. The fee covers the costs of contract marketing and facilitation, and it offsets operating expenses incurred by NJPA. NJPA does not receive state or federal aid, nor do we have taxing or levying authority. Therefore, we are a governmental agency, entirely entrepreneurial and functioning much like a self-supporting business. NJPA also shares these fees with other partner cooperatives or associations as they demonstrate the desire and ability to help facilitate and market available NJPA contracts.

Q. HOW CAN WE JOIN AND PARTICIPATE IN NJPA AND ITS CONTRACTS AND SERVICES?

A. The NJPA Bylaws, Article II, Subd. C describes our Membership and participation. Full voting Memberships are limited to the school districts, cities, counties and other governmental units defined in M.S. 471.59 and as established annually by the NJPA Board of Directors. Non-voting Memberships, what we call "Participating Memberships," are available to all other partnership agencies or organizations that go online to www.njpacoop.org, click on the JOIN button and submit the required information. All Members are required to sign a Participating Membership agreement. These organizations are eligible to nominate their governing board members to serve on the NJPA Board. They also become responsible for any liabilities NJPA may incur. Participating Memberships are at no cost and carry no organizational liability.

Q. DOES NJPA HAVE A PROFESSIONAL PUBLIC PURCHASING BOARD OF ADVISORS?

A. Yes. At this point all current Participating Members are a part of our Board of Advisors. NJPA also has two Member Advisory Committees: one that specializes in the fleet industry and the primary advisory that represents procurement professionals from all of our Member verticals.

Q. CAN AGENCIES OTHER THAN GOVERNMENT AND EDUCATION USE THE PROGRAM?

A. Yes, under M.S. 123A.21, all non-profit agencies may participate.

Q. WHAT SPECIFIC STATUTE GIVES MY AGENCY THE AUTHORITY TO PARTICIPATE?

A. Minnesota Statute 471.59 Joint Exercise of Powers Law and our enabling legislation, as described on page 4.

Frequently Asked Questions

Q. WHAT ARE THE ADVANTAGES OF BEING A MEMBER OF NJPA?

A.
- Membership establishes a legal paper trail between NJPA and the Member, justifying contract access.
- Access to competitively bid contracts, procured by a municipal contracting agency that your agency is a part of.
  Because our Membership is a Joint Powers Agreement, your municipality is an owner as well as a Member of NJPA. You actually become a represented participant in the bidding process.
- Considerable time and resource savings for participating Members.
- Nationally leveraged and aggregated pricing and services.
- Nationally acclaimed and recognized vendors.
- Broad range of high-quality products and services.
- Contracts solicited, awarded and monitored by a municipal agency and governed by a publicly elected board of directors.
  NJPA also conducts an annual, independent audit as a municipal contracting agency. The annual audit is submitted to the State of Minnesota as required by state law.

Q. AS NJPA MEMBERS, ARE WE STILL ABLE TO BUY FROM OTHER CONTRACTS?

A. Yes, all NJPA contracts are non-exclusive and are contracts of choice by our Members.

Q. CAN MY PUBLIC AGENCY USE NJPA CONTRACTS WITHOUT GOING OUT FOR SOLICITATION?

A. Yes, in most states. All NJPA bid contracts have been competitively solicited nationally, reviewed and awarded by the NJPA Board of Directors in accordance with Minnesota public purchasing rules and regulations under the Municipal Contracting Laws, M.S. 471.345. Each solicitation and RFP contains language which includes all qualified customers in all fifty states. The RFP advises all responders that they must apply to all qualified customers in all fifty states and in some cases the provinces and territories of Canada. All RFP respondents understand that these contracts shall be used by member governmental, educational and non profit agencies throughout the United States.

Q. WHAT IS A JOINT EXERCISE OF POWERS OR COOPERATIVE PROCUREMENT AUTHORITY?

A. State Joint Powers Statutes generally allow for one government agency to purchase using contracts competitively solicited by another government agency. This, of course, would require the consent of all parties, including the supplier. NJPA's contracts are established to meet both the competitive solicitation and consent requirements. Generally, a public or municipal agency may participate in, conduct or administer a cooperative procurement agreement with one or more other governmental units for the purpose of meeting requirements to increase efficiency or reduce administrative expenses. A cooperative agreement also allows for the purchase of supplies, materials, equipment or services by qualified agencies so as not to repeat or duplicate the competitive bidding requirements necessary for a governmental agency purchase.

The term "Governmental Unit" as used here usually includes every city, county, town, school district or other political subdivision of this or another state; the state university; any agency of the state or of the United States, and any instrumentality of a governmental unit. In some states, this power is not passed on to specific municipal agencies. These agreements are known as Joint Powers Agreements, Membership Agreements, Participation Agreements and sometimes Intergovernmental or Interlocal Agreements.

Q. HOW CAN I OBTAIN COPIES OF THE LEGAL DOCUMENTATION ASSOCIATED WITH EACH CONTRACT?

A. As a municipal agency, NJPA is required to provide full disclosure of all procurement documents and files. Procurement files are electronically available at www.njpacoop.org or in hard copy at our office during normal NJPA business hours.

Q. WHAT ARE THE PARTS OF AN AWARDED NJPA PURCHASING CONTRACT?

A. NJPA contracts are made up of the terms and conditions of the RFP, submitted and accepted pricing and discount schedule and the Acceptance Award document signed by the NJPA board and awarded vendor.

FAQs

Frequently Asked Questions

Q. WHAT IS THE SOLICITATION AND REQUEST FOR PROPOSAL (RFP) PROCESS?

A. NJPA conducts a thorough 10-step process, described in full on pages 9 and 10 of this document, that includes:

1) Researching Member Needs.
2) Researching the Market for Solutions.
3) Drafting and Advertising an RFP.
4) Receiving Bidders' Responses.
5) Evaluating Bidders' Responses.
6) Making Recommendations to the NJPA Board.
7) Awarding Vendor(s).
8) Posting Approved Contract Documents.
9) Developing and Implementing a Joint Marketing Plan with Awarded Vendors.
10) Reviewing and Maintaining our Contract throughout Its Term.

Q. WHAT IS THE FIRST STEP FOR AN INTERESTED AGENCY TO PARTICIPATE?

A. Qualifying agencies must register for Membership and may join in a matter of minutes. Visit www.njpacoop.org and apply online; download and complete a hard copy, or call 888-894-1930 to receive your application by mail.

Q. HOW DOES THE PURCHASE PROCESS FLOW?

A. After Membership has been established, the Member selects the contract of choice from our purchasing catalog and contacts the Vendor directly for specific product, service, ordering and delivery information. Billing is executed by the servicing Vendor or manufacturer. NJPA monitors contract compliance by the Vendor to ensure a high level of service, quality of goods and general customer satisfaction as expressed by the Member. Prior to executing the purchase order, it would be the Member's responsibility to review and accept the general terms and conditions of the specific RFP of interest and at that point, execute the purchase order directly with the awarded Vendor. Your Membership allows the NJPA Board of Directors and NJPA staff to facilitate the bid and procurement responsibilities on your behalf.

Q. WHAT ABOUT CUSTOMER SATISFACTION AND ASSURANCE?

A. NJPA requires "manufacturer product and service responsibility". This eliminates the transferring of blame in the event the customer is not satisfied. Responding manufacturers accept this responsibility and, in extreme cases, NJPA would be involved in specific communications to ensure the customer is satisfied with the complete process of procurement and contract compliance. NJPA contracts are four-year terms, reviewed annually for compliance. This level of assurance and review will give Members the leverage necessary to insure the highest level of products and service.

Q. HOW DO I BECOME AN AUTHORIZED SUPPLIER OF NJPA?

A. NJPA encourages all national Vendors to respond to the NJPA RFP solicitations. Our bids are solicited, advertised and posted on www.njpacoop.org (our website), www.noticetobidders.com and in the Minneapolis Star Tribune.

Q. HOW DO I GET MORE INFORMATION ABOUT NJPA?

A. Visit our web site at www.njpacoop.org or contact any of our Vendors listed in our purchasing catalog. You also may contact us directly at 888-894-1930 or:

Mike Hajek, Director of Contracts & Marketing
mike.hajek@njpacoop.org • 218-894-5477

Duff Erholtz, Manager of Membership Services
duff.erholtz@njpacoop.org • 218-894-5490

Our 10-Step Procurement Process:

It is the desire of NJPA to meet our Members' procurement requirements, but it is ultimately our Members' responsibility to interpret local purchasing laws to determine their own ability to access and participate with NJPA contracts. Our Request for Proposal (RFP) process is continuously being refined to meet the changing needs of our Members. The desired result is a national, competitively bid procurement and contract process that is not only valued by Members, but meets or exceeds local requirements—offering exceptional products and services from nationally acclaimed Vendors.

1) RESEARCHING MEMBER NEEDS

Carried out at numerous national trade shows, we take the opportunity to not only display our current offerings, but also listen to our Members' needs in an effort to refine our current product and service offerings.

2) RESEARCHING THE MARKET FOR SOLUTIONS

Constant research helps us develop the best approach for each offering. Some industries lend themselves to an invitation for a manufacturer's response because a single manufacturer provides a complete industry solution through a number of authorized dealers. Other industries lend themselves to an invitation for a distributor response because individual distributors provide complete industry solutions as representative for a large number of manufacturers.

3) DRAFTING AND ADVERTISING AN RFP

This involves updating our largest, single document to meet the needs and requirements of our Members through the RFP scope, goal, intent and specifications for procurement of products and equipment. NJPA reserves the right to offer, invite and conduct a pre-bid meeting to educate potential responders and answer any questions and concerns surrounding the upcoming RFP. Questions that arise are received and addressed as defined within the general terms of the RFP.

NJPA advertises each RFP for two consecutive weeks in the Minneapolis Star Tribune (print and web), on www.njpacoop.org, www.noticetobidders.com, and locally as-needed to satisfy procurement guidelines (e.g., Hawaii and Oregon). NJPA also posts bids on appropriate third party solicitation websites. NJPA desires to invite as many providers of products and equipment as possible; however, our postings require responders to meet stringent business practices, so not all providers have the ability or desire to respond. As a result, NJPA Members work with companies that demonstrate the highest level of service and delivery of products, equipment and services, as well as the best overall value at the lowest possible contract price.

4) RECEIVING BIDDERS' RESPONSES

Bids are opened at a public ceremony specified in the RFP.

5) EVALUATING BIDDERS' RESPONSES

Evaluation begins at the bid opening by determining the "Responsiveness" of each bid. "Level One Responsiveness" includes:

- Timely submission.
- Properly tabbed and organized bid.
- Electronic as well as physical copies of their submission.
- Original signatures on appropriate documents.
- Bid bond/bid security all properly submitted.

The evaluation process continues with "Level Two Responsiveness", or the evaluation of the bid response by the Bid Evaluation Committee according to the procedures and parameters set by the RFP. Our typical RFP invites the widest possible variety of products and services within the scope of a bid. Our intention is to create a contract that provides the widest possible array of utility to the widest possible array of NJPA Members. We also specifically invite bidders to define their products and services not only by industry standard terms, but also in terms of the latest technological advances and its applicability and utility to our Members.

PROCUREMENT PROCESS

Evaluating bidders' responses, continued:

The perceived procurement value of a bid to NJPA and its Members, in the opinion of NJPA, includes but is not limited to:

- Conforming to RFP's intent, scope and specifications;
- Competitive pricing strategies;
- Ability to sell and service NJPA Members nationally;
- Financial strength, experience and success in the industry/marketplace;
- References from past customers and prior experience with NJPA;
- A clear, concise, aggressive and effective marketing plan;
- Value added related products, services and technological advances;
- Financing options and detailed payment terms;
- Warranty and product and service responsibility; and
- Identifying the depth, breadth and quality of products and service offerings.

Additional consideration is given to bidder's who demonstrate "Green" and Disadvantaged Business Enterprise and the ability sell and service Canada and other International provinces.

The final evaluation is conducted using the "Bid Evaluation" form defined in the RFP. This form establishes a weighted scoring method and also provides for an optional "Cost Comparison." This point-based system is used as a part of the final scoring and awarded Vendor determination.

6) MAKING RECOMMENDATIONS TO THE NJPA BOARD

The recommendations of the Bid Review Committee are presented to the NJPA Board of Directors for final review and possible award. The NJPA Board has the final authority to issue or deny a procurement contract.

7) AWARDING VENDOR(S)

Upon approval by the NJPA Board, the recommended Vendor is awarded a four-year contract with NJPA, subject to annual renewals. The Contract Manager and/or the Director of Contracts and Marketing welcome the new vendor to NJPA.

8) POSTING APPROVED CONTRACT DOCUMENTS

A complete procurement file is organized and posted on our website, offering the applicable evaluation, contract and solicitation documents where they can be reviewed by our Members.

9) DEVELOPING AND IMPLEMENTING A JOINT MARKETING PLAN WITH AWARDED VENDORS

NJPA works with both the Vendor and Member to educate people about the benefits and uses of an awarded contract. We work with the awarded Vendor(s) to educate and energize their sales and service teams.

We advertise our awarded contracts in selected national publications, produce a full-color, hard copy "Contract Directory" and maintain a website offering of the contract opportunities. NJPA exhibits with Vendor Partners, in numerous national trade shows and provide break-out meetings presenting information at those trade shows on contract purchasing and cooperative opportunities available through NJPA.

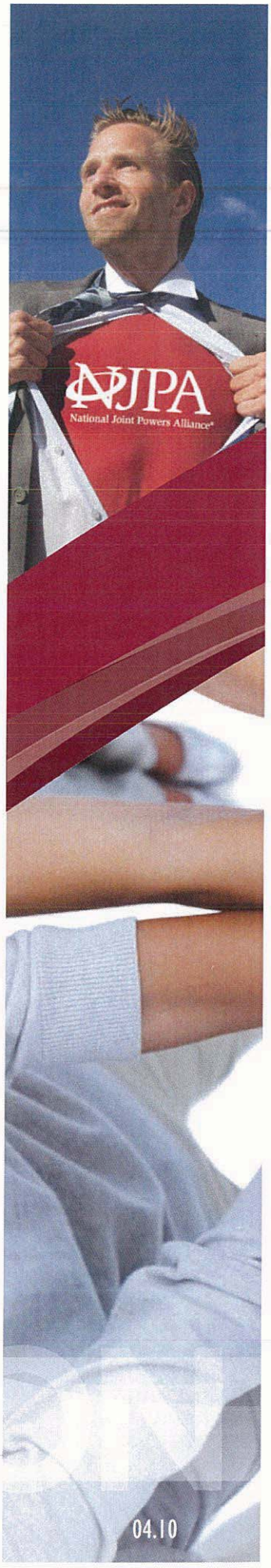
10) REVIEWING AND MAINTAINING OUR CONTRACT THROUGHOUT ITS TERM

Contracts are reviewed annually for their effectiveness. NJPA contracts are written with four-year terms and subject to annual renewals based on those reviews. As a result, NJPA provides a simple, structured, well-documented procurement contract in an effort to create a seamless process for all of its Member procurement needs. It is important to stress that NJPA does not eliminate Member responsibility for following the bid process, but rather, provides a nationally pre-competed option, so as not to duplicate the formal bid process.

It's Simply the Best Way to Get Started

Copy this form, or join online: www.njpacoop.org and select "join."

be the hero...
SUPER CHOICES



NJPA contracts offer value to our Members through:

- *Saving our Members the time and effort of facilitating their own competitive bid.*
- *Volume pricing discounts associated with a national purchasing alliance.*
- *The highest quality products and equipment provided by nationally acclaimed Vendors.*

NJPA Contracts are competitively bid on your behalf. A no-cost, no-obligation Membership is all you need to access CHOICE—and get connected to competitively bid and awarded Contracts at national volume discounts. There is a better way...it's NJPA.

Over 30,000 Members are already enjoying the value of choice in purchasing. Hundreds more are joining each month. Membership is at no cost and no obligation. Be the hero. Join today!

NJPA
National Joint Powers Alliance®

www.njpacoop.org

Competitively Bid Contract Purchasing Solutions

NJPA
National Joint Powers Alliance®

Creating an Alliance Between Buyers and Suppliers

CATALOG NEWSLETTER CONTACT US FAQ

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VENDOR DIRECTORY
INVITATION FOR BID

VENDOR LIST VENDOR MARKETING SITE

NJPA has established a mission to serve you, our Members, through a continuous effort to meet your present and future needs. The following contracts have been awarded and are current for NJPA and membership use.

ATHLETICS & HEALTH

Athletic Surfaces

Atlas Track & Field
Mondo USA, Inc.

Athletic/Phy-Ed Supplies & Equipment

Samson Equipment, Inc.
Sportime LLC

Playground Equipment

Little Tikes Commercial

EQUIPMENT & APPLIANCES

Healthy Vending

H.U.M.A.N. Healthy Vending

Commercial Kitchen

Pasco

HEALTH SOLUTIONS

Medical Supplies & Equipment

School Health
Zee Medical

Medication Therapy Management (MTM)

Outcomes Pharmaceutical Health Care

Pharmaceutical Benefit

Amerisource Bergen

CONSTRUCTION, FACILITY & MRO

Construction, Repair & Contractor Services

EZIQC

Roofing/Facility Asset Management

WTI - Tremco

Maintenance, Repair & Operating Supplies (MRO)

Grainger

Floorcovering/Carpeting

Interface Americas Inc.

HEAVY EQUIPMENT

Heavy Equipment

Caterpillar
Bobcat
Vermeer
Federal Contracts Corp.
Case IH
LeeBoy, Inc.
Manitowoc Crane Group
Sykes AmeriPumps
Winpower

Alternative Energy

Caterpillar
Noveda

LANDSCAPING EQUIPMENT

Altec
John Deere
Kubota
Vermeer
Federal Contracts Corp.
Felling Trailers
Global Trailer
Land Pride
Mahindra
Terex

FLEET

Auto/Truck Parts & Equipment

NAPA Auto Parts

Emergency Response

CDW-G
Logistic Systems
Federal Contracts Corp.
Winco

Continental Flooring Company
Milliken and Company
Shaw Contract
Tandus US, Inc.

Portable/Modular Space Solutions

Satellite Shelters, Inc.

CLASSROOM/OFFICE FURNITURE & SUPPLIES

Classroom & Office Furniture

Steelcase
KI
Palmer Hamilton
School Specialty Education Essentials
Staples Advantage - office
Staples Advantage - classroom

Classroom & Office Related Supplies & Accessories

Staples Advantage

Custodial Supplies & Consulting

Hillyard

TECHNOLOGY

Administrative Software & Services

SCHOOLDUDE.com
Tyler Technologies

Classroom Sound Amplfication

LightSPEED Technologies

Computer/Technology Services, Equip., Supplies

CDW Government, Inc.

Copiers, Facsimile & Document Management

Sharp Electronics

Security & Equipment

ADT

Telecommunications

Mitel

MISCELLANEOUS

e-Procurement

SciQuest

Postage Meters, Equipment & Mailing Supplies

Neopost
DHL Global Mail

Staffing & Professional Employment-Related Services

Manpower

Transportation

Hoglund Bus & Truck

Fleet Management Technology

Trimble
Fuel Master
INVERS
AssetWorks, Inc.
Federal Contracts Corp.
Driver's Alert

PUBLIC TRANSIT & UTILITY

Public Mass Transit

ABC Bus, Inc.
International Bus Group
Motor Coach Industries, Inc.
New Flyer of America, Inc.
Eldorado-California, Inc.
Eldorado-Kansas, Inc.
National Bus Sales and Leasing, Inc.
Champion Bus/General Coach America, Inc.
Coach and Equipment Bus Sales, Inc
DATTCO, Inc.
Goshen Coach, Inc.
SVI, Inc., DBA Specialty Vehicles
Transportation Equipment Sales Corp.

Public Utility Vehicles

Allianz Sweeper Company
Genie Industries, Inc.
Atlantic Machinery, Inc.
Federal Signal Corp.
Gradall Industries, Inc.

OTHER

Equipment & Fixed Asset Leasing

National Cooperative Leasing

INSURANCE SERVICES

Group Life Insurance

Group Long Term Disability

Group Short Term Disability

Alliant Insurance Services

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NATIONAL JOINT POWERS ALLIANCE

Realize the power and value of National Contract Purchasing! At the National Joint Powers Alliance® (NJPA) we are driven to provide efficient public service through our National Cooperative Purchasing Programs. NJPA is a national organization that creates a business and service alliance between buyers and suppliers. Our common needs and the desire to serve your agency will lead our efforts as we face the challenges of purchasing in the future.

Click Here for Printable **ABOUT US** Version

OUR BACKGROUND

The National Joint Powers Alliance is a Service Cooperative created by Minnesota Statute 123A.21. This statute was created in 1978 and revised in 1995 to allow participating governmental and municipal agencies to reduce the cost of purchased goods by leveraging their combined purchasing power. We are a member owned cooperative, serving all public and non-public educational systems, governmental agencies and non-profits. NJPA establishes and provides nationally leveraged and competitively solicited purchasing contracts in cooperation with the Uniform Municipal Contracting Law, M.S. 471.345 Subd.15 and is enabled by M.S. 471.59 (The Joint Powers Law). Most of the states in the United States have enacted their version of the "Joint Powers" law. Each member is responsible to review the laws in their state to determine their ability to procure goods and services through the contracts provided by NJPA.

OUR PURPOSE

The general purpose of the NJPA is to create and host a national municipal association's purchasing alliance. Our goal is to provide our members with requested programs and services created, coordinated and delivered through a cooperative effort between all participating members. Our purpose therefore is to serve our membership by:

- Acquiring and providing procurement opportunities for goods and services needed by NJPA Members,
- To bring the benefits of national volume pricing to NJPA Members and
- To satisfy as many of the competitive bidding requirements of NJPA and NJPA Members as possible.

OUR VISION

Creating an alliance between buyers and suppliers.

OUR MISSION

Striving to meet the needs of our members by providing valued solutions that are respected by our suppliers.

OUR COMMITMENT

The National Joint Powers Alliance is committed to serving you, our members and customers. We offer a quality, measurable and cost-effective purchasing solution, by taking our members' common needs, researching the industry and returning the opportunity to purchase through

national contracts. We offer the very best products and services at the lowest possible prices by creating an alliance between buyers and suppliers. We understand that we are only able to do this as we work together, developing the partnerships that create a unified purchasing alliance.

CAREER OPPORTUNITIES

Coordinator of Bids and Contracts

For questions regarding Career Opportunities please contact Susan Nanik, Human Resource Manager at 218-894-5464

Evangelina Garcia

From: Steve Crain [scrain@atlashall.com]
Sent: Monday, January 14, 2013 7:29 AM
To: 'Evangelina Garcia'
Subject: RE: REVIEW OF AGREEMENT WITH NATIONAL JOINT POWER ALLIANCE

The agreement is fine.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Saturday, January 12, 2013 10:54 AM
To: 'Stephen L. Crain'
Cc: 'Martha Salazar'
Subject: REVIEW OF AGREEMENT WITH NATIONAL JOINT POWER ALLIANCE

Good Morning Mr. Crain:
Attached for your review and approval is a membership agreement between "National Joint Power Alliance" and Hidalgo County previously approved by Commissioners Court back on February 11, 2011 however being that the County's Auditor is requesting legal's approval for any agreements, this now requires your review for approval in order for me to proceed with an agenda item for the continuation of this membership agreement for year 2013. Appreciate your assistance on this.

Thank you

VANGIE Y. GARCIA, CONTRACT'S MANAGER
HIDALGO COUNTY PURCHASING DEPARTMENT
2812 S. BUSINESS HWY. 281
NEW ADMINISTRATION BUILDING
EDINBURG, TEXAS 78539
(956) 292-7000 EXT. 4856
EMAIL: evangelina.garcia@co.hidalgo.tx.us

AI -48087 **Purchasing Department** **21. B. 1.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under Texas Local Government Code, Chapter 262.024, (a)(7) an item that can be obtained from only one source;

B. Requesting approval of a "Sole Source Declaration" for Drake Communications, Inc. for the provision of Support and Maintenance Services for the Keystone IVR System used by HC-Elections Department any other applicable HC Elected Officer, Departments, Programs and Agencies under all funding sources if the same equipment is acquired or in use;

C. Requesting approval to purchase and enter into an Expert Maintenance Services for the Elections Department Keystone Interactive Voice Response System in the amount of $4,800.00 for a period of one (1) year with subsequent years to be governed by this Sole Source Declaration unless otherwise revoked by the HC including authority for County Judge to execute agreement.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-414-00-130-001-0-336

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

BUDGETARY IMPACT:

Funds available as of 01/16/2015. (RE: Req #269981)

Attachments

Sole Source Declaration -Drake Communications

AGREE

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/16/2015 03:34 PM
Budget & Management	Veronica Ortiz	01/16/2015 04:00 PM
Sylvia Solis	Sylvia Solis	01/16/2015 04:38 PM
Auditor's Office	Monica Badillo	01/16/2015 06:31 PM
Form Started By: Moises Salazar		Started On: 01/13/2015 02:39 PM
Final Approval Date: 01/16/2015		

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
"SOLE SOURCE DECLARATION"

TO: Hidalgo County Commissioners' Court

FROM: Martha L. Salazar
Hidalgo County Purchasing Agent

DATE: January 20, 2015

RE: "Sole Source Declaration"-Maintenance Services for Interactive Voice Response System.

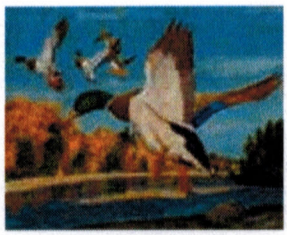
In January 2010, the Hidalgo County Elections Department acquired through an advertised Request for Proposals, a Keystone Interactive Voice Response System from the awarded sole respondent and sole authorized distributor, Drake Communications, Inc. The purchase included the system's support and maintenance that expired on January 18, 2015.

Hidalgo County Elections Department needs to continue the Support and Maintenance Services for the Keystone Interactive Voice Response System utilized to provide voters and election officials with automated information about voter registration status, precinct and polling places and other data relevant to conduct elections and voter registration. This automated service reduces the amount of manpower necessary to handle the redundant phone requests that consistently come into the department throughout the year.

Therefore, in order to improve, expand and efficiently operate the election process, the Elections Department must purchase support and maintenance services for the Keystone Interactive Voice Response System from Drake Communications, Inc., the sole, seller, distributor, and provider of the support and maintenance services.

This sole source declaration is valid while Drake Communications, Inc. remains as sole manufacturer's distributor, seller and provider of support and maintenance, unless revoked due to an additional vendor(s) for any similar services described and detailed herein for other Departments, Programs or Agencies.

Therefore, Hidalgo County requires to purchase and enter into an Expert Management Agreement with Drake Communications, Inc. to provide support and maintenance services.



Drake Communications Inc.

202 W. McCart St. Suite 200
Krum, Texas 76249
(972) 243-2500 Fax (972) 247-2872
Sales office: 2435 Squire Place Suite 400, Dallas TX 75234

Service (214) 206-3315
Dallas (214) 206-3333
Metro (817) 461-8800

Specialists in High Volume Call Processing Applications

January 14, 2015

Ms. Melanie Esparza
Hidalgo County Elections
101 S. 10th Ave.
Edinburg, TX 78539

Dear Ms. Esparza:

See below our sole source statement that applies to your Elections Information System which we maintain by contract on an annual basis.

Sole Source Provider

Drake Communications is the sole source provider of the Keystone IVR System, and unique software that performs the Elections application so well. The processes used to provide the services for the Elections IVR are secret processes and not provided in any format to any entity outside of Drake Communications, Inc. We also provide the ongoing expertise and lessons learned by Drake Communications, Inc. in maintaining of approximately 40 County Elections Information and Polling Place lookup IVR Systems nationwide, in order to maintain and keep fresh your IVR system with new data and services for the voter on a daily basis. This Keystone product is not marketed or serviced by any other providers and not resold by any other entity. It follows of course, that the maintenance of this product could only be provided by Drake Communications who holds the software settings and secret procedures for such maintenance.

Please feel free to contact me if you should have any questions.

Thank you,

Cecil Drake
President

HIDALGO COUNTY PURCHASING DEPARTMENT
SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared Cecil Drake a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Cecil Drake. I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Drake Communications, Inc.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
   Keystone Elections Inter Active Voice Response System
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature C R Drake
President

SWORN AND SUBSCRIBED TO under oath before me on 14 day of January, 2015.

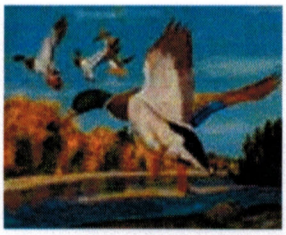
Lucille Gaye Drake
NOTARY PUBLIC

LUCILLE GAYE DRAKE
Notary Public, State of Texas
My Commission Expires
October 03, 2015

Lucille Gaye Drake
PRINTED NAME

10-03-2015
MY COMMISSION EXPIRES

COMPANY NAME: Drake Communications, Inc.
ADDRESS, CITY, STATE & ZIP CODE: 202 W. McCart Suite 200, Krum, TX 76249
PHONE: 972-243-2500 NUMBER:
CONTACT NAME AND TITLE: Cecil Drake, President
WEB ADDRESS: www.DrakeCommunications.com EMAIL: CDrake@DrakeCommunications.com
FEDERAL TAX ID NUMBER: 75-2012773 TEXAS SALES TAX NUMBER: 1-75201277 3-3



Drake Communications Inc.

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Service (214) 206-3315
Dallas (214) 206-3333
Metro (817) 461-8800

Specialists in High Volume Call Processing Applications

January 14, 2015

Ms. Melanie Esparza
Hidalgo County Elections
101 S. 10th Ave.
Edinburg, TX 78539

Dear Ms. Esparza:

This letter is to provide you a formal quotation for the Expert Management Services of your Elections IVR which the current contract expires on 1/18/15. Your system is a 16 port system with Key #2136800733.

We provide these agreements on an annual basis providing:

For equipment itemized, this payment shall cover: 1. All routine parts and labor required as a consequence of normal wear and tear. 2. Maintenance of the Keystone IVR, including: hardware, troubleshooting and repair. 3. All recordings including recording of polling locations, menus (menu changes to be designed by customer). 4. Creation of Keystone IVR compatible databases from master voter file (MVF) data provided by customer. 5. System back up services and rebuilding of lost application files. 6. As part of our contract, D.C.I. will implement menu changes (recording, and routing) with written notification from the customer, including written script changes. or written confirmation of phone request from customer. 7. Requests with less than eight (8) working hours notification will be completed as quickly as possible but without guarantee of meeting the customer's requested deadline. In short, we maintain your entire system, application, software, and hardware.

Services covered by this Agreement will be provided 24 hours a day, D.C.I.'s personnel will be available to Customers, during normal business hours (8:30 a.m. to 5:00 p.m. C.S.T.), Monday through Friday at (972) 243-2500. For services outside these hours please call (972) 243-2500 and choose prompt for emergency service on a 7 day a week basis.

Service is available 365 days per year. It is expected that 95% of all work will be done remotely. If on site work is required, a FLAT trip charge of $400.00 will apply. Service to non-maintenance customers is $480.00 per hour.

Expert Management customers have no limit to the number of hours spent by D.C.I. staff to maintain their system and all costs other than the trip charge are covered by the agreement.

For these services the cost is $4,800.00 per year.

Sincerely,

Cecil Drake
President

DRAKE COMMUNICATIONS, INC.
202 W McCart St., Suite 200
Krum, TX. 76249

EXPERT MANAGEMENT AGREEMENT

Drake Communications, Inc. (D.C.I.) agrees to provide Expert Management Services for the identified product(s) listed under EQUIPMENT located at the Hidalgo County Elections. Subject to the following terms and conditions:

EQUIPMENT: Elections Interactive Voice Response (IVR)

PAYMENT: For the Term of the Agreement, Customer shall pay D.C.I. as follows:

$4,800.00 (plus applicable sales taxes) per year, term beginning January 19, 2015 until January 18, 2016

A. For equipment itemized, this payment shall cover: **1**. All routine parts and labor required as a consequence of normal wear and tear. **2**. Maintenance of the Keystone IVR, including: hardware, troubleshooting and repair. **3**. All recordings including recording of polling locations, menus (menu changes to be designed by customer). **4**. Creation of Keystone IVR compatible databases from master voter file (MVF) data provided by customer. **5**. System back up services and rebuilding of lost application files. **6**. As part of our contract, D.C.I. will implement menu changes (recording, and routing) with written notification from the customer, including written script changes. or written confirmation of phone request from customer. **7**. Requests with less than eight (8) working hours notification will be completed as quickly as possible but without guarantee of meeting the customer's requested deadline. **In short, we maintain your entire system, application, software, and hardware.**

B. Services covered by this Agreement will be provided 24 hours a day, D.C.I.'s personnel will be available to Customers, during normal business hours (8:30 a.m. to 5:00 p.m. C.S.T.), Monday through Friday at (972) 243-2500. For services outside these hours please call (972) 243-2500 and choose prompt for emergency service on a 7 day a week basis.

   Service is available 365 days per year. It is expected that 95% of all work will be done remotely. If on site work is required, a FLAT trip charge of $400.00 will apply. Service to non-maintenance customers is $480.00 per hour.

C. Expert Management customers have no limit to the number of hours spent by D.C.I. staff to maintain their system and all costs other than the trip charge are covered by the agreement

RESPONSE TIME GOAL:

D.C.I. will make diligent effort to respond to Customer requests for corrective maintenance as follows:
a. With dispatch of a service technician to Customer problem within minutes and not longer than two (2) hours of initial customer notification of emergency conditions.
b. With dispatch of a service technician to Customer problem within minutes and not longer than Eight (8) working hours or twenty-four (24) clock hours for non-emergency conditions.

EXCLUSIONS FROM MAINTENANCE:

Moves of the system for any reason are not the result of system malfunction and therefore not a maintenance item. If Customer requires the services of D.C.I. in connection with the relocation of the equipment, Customer will pay D.C.I. for such services at D.C.I.'s then current standard rate.

This Agreement does not cover damages due to or failure of the equipment caused by actions other than wear and tear resulting from normal use, including but not limited to misuse, negligence, accident, theft or unexpected loss, abuse, connection to direct current, fire, flood, wind, lightning, acts of terrorism or other acts of God. Some of these costs can often be recouped by claiming loss on Customer insurance policies. Also not covered are improper wiring, installation, repair or alteration by anyone other than D.C.I. Repairs necessitated by any of the above excepted causes shall be made by D.C.I. at its standard charges for labor and materials.

NOTICES:

Any written communication required to be given thereunder will be sent to the address of the contact person listed or to such other address as advised by written communication. All notices to D.C.I. shall be sent via certified or registered mail and shall be deemed effective three (3) days after mailing.

TERM:

This agreement will automatically renew annually at the then current Expert Management Agreement rate as applicable. D.C.I. will invoice prior to the renewal date for the subsequent year's maintenance. Invoice is due and payable prior to the anniversary of the commencement date. Government agencies who cannot have renewable contracts are exempt from this clause and this clause only.

The Customer has the right to cancel the contract within the last thirty (30) days of the anniversary of the expiration date of the contract. Any communication to this effect should be in writing meeting the terms and conditions under NOTICES above.

SUCCESSOR OF PARTIES BOUND:

This Agreement and all its provisions shall inure to and become binding upon heirs, executors, administrators, successors and assigns of the parties hereto.

ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the Customer and D.C.I. with respect to the Expert Management of the equipment. Customer has not entered into this agreement in reliance upon any warranty or representation by any person or entity except for the warranties and representations specifically set forth herein. This agreement becomes binding only upon written acceptance by the principal or authorized representative of Drake Communications, Inc.

SPECIAL CONDITIONS:

DRAKE COMMUNICATIONS, INC.

By: __Cecil Drake C R Drake

Title: _President_____

Date: __1/14/15_____

CUSTOMER

By: _____

Title: _____

Date: _____

Billing Address: _____

Equipment Site: _____

Contact Person: _____

Telephone # _____

Fax # _____

Zimbra **moises.salazar@co.hidalgo.tx.us**

RE: Maintenance Agreement with Drake Communications.

From : Josephine L. Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Fri, Jan 16, 2015 04:46 PM
Subject : RE: Maintenance Agreement with Drake Communications.
To : 'Moises Salazar' <moises.salazar@co.hidalgo.tx.us>
Reply To : josephine ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Moises,

I have reviewed the attached maintenance agreement and approve as to form.

Thank you,

Josephine Ramirez Solis
Assistant Criminal District Attorney
Chief - Civil Division
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: Moises Salazar [mailto:moises.salazar@co.hidalgo.tx.us]
Sent: Friday, January 16, 2015 4:33 PM
To: josephine ramirez
Subject: Maintenance Agreement with Drake Communications.

Hello Ms Josie,
We have created an agenda item for this coming Tuesday's Commissioners' Court to declare Drake Communications a Sole Source for the Maintenance of the Interactive Voice Response System for the Elections Department.

The Quote from Drake Communications includes a Maintenance Agreement.

We are requesting your help to review, comment and/or approve as to form?

Appreciate your help.

Thank you.
From the desk of:

Moises Salazar, Buyer III
Hidalgo County Purchasing Department

2802 South Business Hwy 281
Edinburg, TX 78539
(956) 292-7000 Ext. 4863
(956) 318-2626
(956) 292-7612 Fax
moises.salazar@co.hidalgo.tx.us

AI -48163 **Purchasing Department** **21. C. 1.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

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

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services for Precinct No. 2 Regional Hike & Bike Trail Project'

EVALUATION	Hinojosa Engineering Inc.,	L & G	Javier Hinojosa Engineering
Scoring	97	98	95
Ranking			

C. Authority for the Purchasing Department to negotiate a professional engineering services contract commencing with the No. 1 ranked firm _____for engineering services for Pct No. 2 Regional Hike & Bike Trail Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-122-006-0-334

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

BUDGETARY IMPACT:

Available funds pending approval of transfer. (RE: AI-48171 CC mtg 01/20/14)

Attachments

Grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/16/2015 03:40 PM
Budget & Management	Veronica Ortiz	01/16/2015 04:05 PM
Sylvia Solis	Sylvia Solis	01/16/2015 05:09 PM
Auditor's Office	Monica Badillo	01/16/2015 06:31 PM
Form Started By: Nielda Cavazos		Started On: 01/16/2015 11:35 AM

Final Approval Date: 01/16/2015

HIDALGO COUNTY PRECINCT NO 2
FOR
Engineering Services

Pct No. 2 Regional Hike & Bike Trail Project

Scoring & Evaluation GRID

Engineering Services

Evaluator	Hinojosa Engineering Inc.,	L&G	Javier Hinojosa Engineering
Score	97	98	95
RANKING			

*Scoring & Evaluation was completed by Pct No 2 *

AI -48120 **Purchasing Department** **21. D. 1.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of **"AMENDMENT"** to **Exhibit A- (Scope of Work/Cost Proposal)** for professional services agreement#**E-14-293-06-30 (C-11-099-05-24)** with **GEORGE M. "MITCH" HUDGINS** d/b/a **MODERN TECHNOLOGY-MODERN ENVIRONMENT**, due to, TCEQ notice to Engineer that the **"Groundwater Sampling and Analysis Plan" (GWSAP)** needs to be updated in accordance with 30 TAC Section 330.491 (a) and 40 CFR, Part 258, Appendix I and in order to remain in compliance with TCEQ.

BACKGROUND

Amendment-MTME
Contract #E-14-293-06-30 (C-11-099-05-24)

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-432-00-124-001-0-334

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

BUDGETARY IMPACT:

AI-48181 will provide the appropriate funds to cover the cost of the amendment.

Attachments

Amendment - MTME (GWSAP)-Pct 4
contract #E-14-293-06-30 (C-11-099-05-24)-MTME-(GWSAP) Pct 4
Legals approval-Amendment -MTME

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/16/2015 09:44 AM
Budget & Management	Veronica Ortiz	01/16/2015 09:46 AM
Auditor's Office	Monica Badillo	01/16/2015 06:31 PM
Form Started By: Letty Saenz		Started On: 01/14/2015 05:01 PM
Final Approval Date: 01/16/2015		

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT
TO
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
(C-11-099-05-24)

This **AMENDMENT** to the professional engineering services agreement for: **"Ground Water, Gas Monitoring and Groundwater Data Evaluation at Closed Landfill Site"** located within **Hidalgo County Precinct No. 4** in connection to contract# **C-11-099-05-24,** dated May 24, 2011, by and between **Hidalgo County, Texas** ("County") and **George M. "Mitch" Hudgins** d/b/a **Modern Technology-Modern Environment** ("Engineer") is entered into between the parties effective this **20TH** day of **January, 2015.**

WHEREAS, Engineer and County entered into an Agreement dated May 24, 2011, in which Engineer agreed to provide professional engineering services for the purpose of **"Ground Water, Gas Monitoring and Groundwater Data Evaluation at Closed Landfill Site"** located within **Hidalgo County Precinct No. 4** (the "Contract");

WHEREAS, TCEQ has advised the Engineer that the "Groundwater Sampling and Analysis Plan" (GWSAP) needs to be updated in accordance with 30 TAC Section 330.491 (a) and 40 CFR, Part 258, Appendix I.

WHEREAS, the Engineer, and County now desire to amend the Professional Services Agreement to amend Exhibit A –Services to be provided by Engineer-Modified Scope of Work/Cost Proposal for the (GWSAP) to the Agreement;

WHEREAS, the parties desire to amend the Agreement as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company hereby agree to the following amendment to the Contract:

1. Exhibit A-Services to be provided by Engineer-Scopes/Cost Proposal is hereby amended by the addition of the following:

EXHIBIT A-2-Modified Scope of Work/Cost Proposal for the (GWSAP)

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and Company and County ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

ENGINEER:
GEORGE M. "MITCH" HUDGINS
d/b/a/ **MODERN TECHNOLGOY-MODERN ENVIRONMENT**

By: _____
George M. "Mitch" Hudgins, P.E.

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By: _____
Stephen L. Crain, Attorney

EXHIBIT A-2

Modern Technology-Modern Environment

13 July 2014

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539

RE: Proposal for Scope and Cost for change to current agreement to:
Prepare a Permit Modification for a new Groundwater Sampling and Analysis Plan (GWSAP)
Hidalgo County Precinct 4

Per your request, I have prepare a Scope of Work and Cost Proposal for revision of the GWSAP.
The Scope Includes:

1. Discuss and/or visit with TCEQ MSW Permits Division personnel for specific requirements.
2. Prepare and submit the new GWSAP and the accompanying permit modification.
3. Address TCEQ comments and make required revisions.

This scope of work can be accomplished within a budget of $14,000.

Invoicing will be on an hourly-rate plus expenses basis. The rate schedule from the groundwater sampling project is included as Attachment 1. There will be no rate increase for this work. The budget will not be exceeded without authorization, and is not a lump-sum or fixed-price. Invoices will be submitted no more frequently than once per month.

I look forward to working with you on this project.

Respectfully submitted,
Modern Technology – Modern Environment
Texas Registered Engineering Firm F-10265

Mitch Hudgins, P.E.

attachment

Attachment 1
Modern Technology – Modern Environment
Rate Schedule
As of January 2011

General Description	Hourly Billing Rates
Senior Engineer, P.E.	$110.00
Engineering Assistant	$75.00
Engineering Technician	$60.00
Draftsperson/CAD	$50.00
Word Processor/Project Support	$35.00
Vehicle mileage rate Project Expenses	$0.51 or current Comptroller's rate At cost

The above rates include all employees' wages, payroll burdens, overhead, and profit. Client is charged for time actually spent on the project. Non-project stenographic, general clerical and accounting work, general office expense, and general administrative costs are included in overhead. These costs are not billed separately.

E-14-293-06-30

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

Mitch Hudgins, Owner
MODERN TECHNOLOGY-
MODERN ENVIRONMENT
548 Naples Street
Corpus Christi, Texas 78404
Ph. (361) 533-7102

via email mitch@mtmetex.com

Re: ***Extension/Renewal—Prof Eng Services Agreement# E-13-162-04-30 (C-11-099-05-24)*** *for the purposes of:* ***"Ground Water, Gas Monitoring and Groundwater Data Evaluation at Closed Landfill Site"*** *located at* ***Hidalgo County Precinct No. 4"***

Dear Mr. Hudgins:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the **(Third 3rd Year)** of the additional four (4) one (1) year terms as provided in the current Professional Services Agreement (under the same rates, terms and conditions). Please acknowledge receipt of this notice for placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us immediately in order to meet the agenda request form deadlines.

By: _____ Date: 7/13/14
Mitch Hudgins, Owner

Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
xc: file

Policy Number:

Date Entered: 10-16-2013

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/1/2013

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

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

PRODUCER Kelly, Honeycutt & Price, Inc. 5151 Flynn Pkwy, Suite 310 Corpus Christi, Texas 78411	CONTACT NAME: PHONE (A/C, No, Ext): (361) 225-4200 FAX (A/C, No): (361) 225-0166 E-MAIL ADDRESS: jan@khpinet.com
INSURED Modern Technology-Modern Environment George M (Mitch) Hudgins 548 Naples Street Corpus Christi, TX 78404	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Texas Mutual Insurnace Company INSURER B: Admiral Insurance Company 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	
B	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC			FEI-ECC-18299-00	11/14/2013	11/14/2014	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 $5,000 $1,000,000 $2,000,000 $2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			FEI-ECC-18299-00	11/14/2013	11/14/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SBP0001205564	10/05/2013	10/05/2014	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
B	Professional Liability			FEI-ECC-18299-00	11/14/2013	11/14/2014	Each Claim	1,000,000
B	Contractors Pollution			FEI-ECC-18299-00	11/14/2013	11/14/2014	General Agg.	2,000,000

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

Blanket Additional Insured & Blanket Waiver of Subrogation As Required By A Written Contract included for General Liability & Contractor's Pollution. Blanket Waiver of Subrogation As Required By A Written Contract included for Workers' Compensation.

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
Attn: Purchasing Dept.
2802 S. Business Hwy 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

Barbara J. Price

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SPECIAL MEETING - June 30, 2014

BE IT REMEMBERED, that on this 30th day of June A.D., 2014, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	**HIDALGO COUNTY JUDGE**
HONORABLE A.C. CUELLAR, JR.	**COMMISSIONER, PRECINCT NO. 1**
HONORABLE HECTOR "TITO" PALACIOS	**COMMISSIONER, PRECINCT NO. 2**
HONORABLE JOE M. FLORES	**COMMISSIONER, PRECINCT NO. 3**
HONORABLE JOSEPH PALACIOS	**COMMISSIONER, PRECINCT NO. 4**

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

AGENDA
CC REGULAR CONSENT
COMMISSIONERS' COURT
June 30,2014
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 the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

NOTICE TO THE PUBLIC
CONSENT AGENDA

The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Court Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 5 - 0 - Unanimously

1. **Approval of check register and payment of claims and bills** - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Bad Check Processing Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

2. **2014 Intradepartmental transfers:**

A.	**AI-45193**	2014 - HIDTA US Treasury (1252)
B.	**AI-45228**	2014 - WIC (1292)
C.	**AI-45197**	2014 - County Auditor's Office (1100)
D.	**AI-45154**	2014 - County Ct. #1 (1100)
E.	**AI-45221**	2014 - Sheriff's Office (1284)
F.	**AI-45024**	2014 - Sheriff's Dept. / Jail (1100)
G.	**AI-45127**	2014 - Pct. #1 Parks (1100)
H.	**AI-45128**	2014 - Pct. #1 R&B (1200)
I.	**AI-45129**	2014 - Pct. #1 Admin (1200)
J.	**AI-45235**	2014 - Pct. #2 Rd Maint (1200)
K.	**AI-45234**	2014 - Pct. #2 Sanitation (1100)
L.	**AI-45098**	2014 - Pct #3 Parks (1100)
M.	**AI-45149**	2014 - Pct. #4 Rd Maint. (1200)
N.	**AI-45169**	2014 - Pct. #4 Sanitation (1100)
O.	**AI-45148**	2014 - Pct. #4 ADM (1200)
P.	**AI-45130**	2014 - Pct. #4 Parks (1100)
Q.	**AI-45111**	2014 - Constable Pct. #1 (1100)
R.	**AI-45112**	2014 - Constable Pct. #2 (1100)
S.	**AI-45021**	2014 - Constable Pct. #3 (1100)

11. **Purchasing Dept:**

Notes:

A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **AI-45256**

1. Requesting approval of Payment Application No. 3 ($57,000.00) submitted by Couric Enterprises in connection to C-13-072A-11-19 (PO# 703489) for the Community Resource Center in San Carlos.

2. Requesting approval of payment of Invoice # 14-5-000017 ($2,309.38) submitted by L&G Engineering Laboratory in connection to C-13-220-08-13 (PO# 706400) for the Community Resource Center in San Carlos.

B. **AI-45180**

1. Requesting approval of payment of Invoice # 001 ($61,812.59) submitted by North Alamo Water Supply Corporation in connection to the Pct. 4 Lift Station (req # 259188).

2. Requesting approval of payment of Invoice # 452504/10/XV ($1,349.12) submitted by Dannenbaum Engineering Company in connection to C-11-097A-02-28 (PO# 675757) for Restitution Center Renovations & Additions for Hidalgo County Precinct No. 4.

3. Requesting approval of payment of Invoice # 11324834 ($39,144.83) submitted by L&G Engineering in connection to C-13-336-12-10 (PO# 703928) for FM 1925- WA No. 1- Limits: FM 907 East to East of SH 68 (Uresti St).

4. Requesting approval of payment of Invoice # 11324847 ($36,410.00) submitted by L&G Engineering in connection to C-13-178-08-20 (PO# 696996) for FM 2220 (Ware Rd.) Project- WA No. 1 Limits: from Mile 3N (FM 1924) to Mile 5N (FM676).

5. Requesting approval of payment of Invoice # 11324831 ($22,927.05) submitted by L&G Engineering in connection to C-11-234-09-13 (PO# 684964) for FM1925 N. Alamo Rd. Extension- WA No. 2.

6. Requesting approval of payment of Invoice # 1820 ($3,045.00) submitted by Perez Consulting Engineers in connection to C-13-058-06-25 (PO# 694874) for WA No. 1 Drainage Improvements- Curry Estates Subdivision.

7. Requesting approval of payment of Invoice # T520948, T520955, and T520976 ($789.00, $487.00, and $243.50) submitted by Terracon (PO# 705563) for the Mile 17.5 Project between Ware and Rooth Road.

C. **AI-45209**

1. Requesting authority to exercise the **FIRST (1ST) YEAR** of the additional two (2) one (1) year terms as provided in the current contract for:**"BOTTLED WATER SERVICES"** (on an as needed basis) for the Hidalgo County, under the same rates, terms and conditions with **MOUNTAIN GLACIER, LLC** - effective 08/30/14.

APPROVED

2. Requesting authority to exercise the **third (3rd) year** of the additional four (4) one (1) year terms as provided in current contract# E-13-162-04-30 (C-11-099-05-24) for: "Ground Water, Gas Monitoring and Groundwater Data Evaluation at Closed Landfill Site" located at Hidalgo County Precinct No. 4, under the same rates, terms and conditions with **MODERN TECHNOLOGY-MODERN ENVIRONMENT.**

D. **AI-45212**

Requesting approval of payment for Invoice # 3596 in the amount of $ 14,713.60 for professional services submitted by R. Gutierrez Engineering Corporation through Contract C-14-085-04-08 (WA#4) for the Pct. 2 Owassa Road project.

E. **AI-45188**

Requesting authority to purchase 100 hours of remote technical support and execute required agreement for the County wide network through our membership/participation with (DIR) Department of Information Resources awarded vendor Insight Public Sector, Inc. DIR-TSO-2542 in the total amount of $15,000.00 through the following requisition #258674, effective upon approval (4-1100-415-00-200-002-0-336):

F. **AI-45191**

Acceptance and approval of Supplemental Agreement #1 to Amended WA#1 in connection to Agreement (C-13-132-06-25) with LeFevre Engineering & Management Consulting, LLC for the purposes of "job specific" PROJECT: Sunflower Road Park Project Phase I located in Hidalgo County Precinct No. 4.

G. **AI-45168**

Acceptance & approval of Invoice No. 1142 in the amount of $11,024.25 submitted by contracted vendor, Prodigy Construction Management, LLC, C-13-276-09-10, for the provision of construction management services for: "Repair and Renovation for the 1st and 2nd Floors of the Former Administration Building Project."

H. **AI-45166**

Acceptance and approval of invoice No. 21 in the amount $6,961.39 submitted by Alcocer Garcia Associates, Inc., contracted architect for the, "Remodel/Renovation of Existing Old Administration Building (1st & 2nd floors) Project" C-08-131-08-07.

I. **AI-45077**

Requesting authority to enter into a new 36-month (capital) lease copier agreement for a Ricoh Aficio MP 2553SP through Hidalgo County membership/participation with (DIR) Department of Information Resources awarded vendor, Ricoh USA/GE RICOH USA contract DIR-SDD-1674 through assigned Requisition #257595 in the amount of $101.15/month-equipment and B/W Service Impressions @ $15.75/month with a total of $116.90/month to include the signing of required documents by Co. Judge or court member, effective upon CC approval.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-11-099-05-24

THIS AGREEMENT is made effective the **24th** day of **May, 2011**, by and between the **County of Hidalgo, Texas** ("County") and **George M. "Mitch" Hudgins** d/b/a **Modern Technology-Modern Environment** ("Engineer").

W I T N E S S E T H:

WHEREAS, the County requires engineering services for the: **"Ground Water, Gas Monitoring and Groundwater Data Evaluation at Closed Landfill Site"** located within **Hidalgo County Precinct No. 4"**, and

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

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

WHEREAS, County has determined that the services of "Professional Engineer" are sometimes necessary to carry out the required engineering activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the County requested proposals from professional engineers to assist the County by providing engineering services; and

WHEREAS, County has selected the Engineer to provide engineering services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Engineers.

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

1. **Scope of Services.** Engineer agrees to provide to County "engineering services" for the **"Ground Water, Gas Monitoring and Groundwater Data Evaluation at Closed Landfill Site"** located within **Hidalgo County Precinct No. 4** as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Engineer". ***In the event the Engineer does not provide the Scope of Services prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and the Scope of Services is secured from another firm, Engineer will be responsible for any additional charges or expenses incurred by Hidalgo County.***

Further, in the event that it is demonstrated by Engineer that Hidalgo County has caused or delayed thus preventing the Engineer from meeting the specified agreed upon deadline to provided the Scopes of Services ordered, Engineer must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. **Term.** This Agreement shall commence upon approval of this agreement for a term of **one (1) year** with the **County's option to extend/renew for an additional four (4) one (1) year terms** under the same rates, terms and conditions or unless sooner terminated as provided herein. The Engineer will not begin work or incur costs until authorized in writing by the County for each **Purchase Order**.

The County assumes no liability or obligation for payment to the Engineer for work performed or costs incurred by the Engineer prior to the date authorized by the County for the Engineer to begin work, during periods when work is suspended, or subsequent to the Termination Date.

3. **Non-Exclusive Services of Engineer** Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions of this Agreement.

4. **Compensation.** As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Engineer the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Engineer. The Engineer is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms

acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Engineer agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep adequate books and records of all such receipts and/or expenditures. All payments to Engineer shall be mailed to the address shown in numbered paragraph 21, hereof.

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

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

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

If the County finds it necessary to require changes in completed work because of errors made by the Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the agreement. If the changes are made at the request of the County and are not due to errors of the Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay

established in Exhibit "B," "Basis for Payment." If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. Reporting. The Engineer shall promptly advise the County in writing of events which have a significant impact upon the agreement, including:

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

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

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

10. Independent Contractor. Engineer must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Engineer under this Agreement. Notwithstanding the foregoing sentence, Engineer represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Engineer agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

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

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

13. No Assignment. Except as otherwise herein provided, Engineer, may not assign the obligations or rights under this agreement to any person without the prior written consent of County.

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

15. Termination by County. If Engineer fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Engineer fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Engineer.

16. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

18. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The

parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

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

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

If to County:
County of Hidalgo
Attention: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Engineer:
George M. "Mitch" Hudgins d/b/a/
Modern Technology – Modern Environment
548 Naples Street
Corpus Christi, Texas 78404

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

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

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

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

25. Authority. The execution and performance of this Agreement by County and Engineer have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Engineer in accordance with its terms.

26. Commitment of Current Revenues. In the event that, during any term hereof, the County does not appropriate sufficient funds to meet to the obligations of this Agreement, the County may terminate this Agreement upon thirty (30) days written notice to the Engineer. The County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the County pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the 24th day of May, **2011.**

ENGINEER:
GEORGE M. "MITCH" HUDGINS d/b/a/
MODERN TECHNOLGOY – MODERN ENVIRONMENT

BY: _____
Mitch Hudgins, P.E.

OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 5/23/11 RG

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on May 24, 2011

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____

ATTACHMENTS:

EXHIBIT A-1	-Request for Qualifications (RFQ) Procurement Packet
EXHIBIT A	-Scope of Services to be provided by the Engineer
EXHIBIT B	-Engineering Rates
EXHIBIT B-1	-Engineering Cost Proposal and Fee Breakdown
EXHIBIT C	-Certificate of Insurance (*Hidalgo County*)

EXHIBIT "A-1"

Request for Qualifications
(RFQ) Procurement Packet

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

HIDALGO COUNTY (including all funding sources, programs, and entities)
"Professional Engineering Services"
RFQ NO: 2011-001-01-05-YSI

1. **Request For Qualifications Letter, consisting of 1 page.**
2. **Check List, consisting of 1 page.**
3. **Request for Qualifications, Legal Notice, consisting of 8 pages.**
4. **Exhibit A, Requirements, consisting of 9 pages.**
5. **Exhibit B, Evaluation Criteria, consisting of 3 pages.**
6. **Exhibit C, Insurance Requirements, consisting of 4 pages.**
7. **Exhibit D, CIQ Conflict of Interest Questionnaire, consisting of 1 pages.**
8. **Exhibit E, Proposer's Affidavit, consisting of 1 page.**
9. **Vendor Application and Historically Underutilized Business (HUB) Declaration, consisting of 2 pages.**
10. **IRS W-9 Form, consisting of 4 pages.**
11. **Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of 1 page.**
12. **Documentation Required on Building & Road & Bridge Construction Project, Attachment A, consisting of 1 page.**
13. **Professional Services Procurement Form, Attachment B, consisting of 1 page.**

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent — **12-13-10 Date**

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

December 13, 2010

_____

_____

_____

_____

Re: **HIDALGO COUNTY**

Request For Qualifications - **"Professional Engineering Services-Hidalgo County"** (including all funding sources, programs, and entities)
RFQ NO: 2011-001-01-05-YSI

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ysi

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

RFQ NO: 2011-001-01-05-YSI	BUYER III: YVETTE ISLAS	TEL: 956-292-7000-EXT. 4874

REQUEST FOR QUALIFICATIONS

Hidalgo County
Edinburg, Texas

PROFESSIONAL ENGINEERING SERVICES-HIDALGO COUNTY
(Including all Funding Sources, Programs and Entities)

JANUARY 05, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE **RFQ NO: 2011-001-01-05-YSI**

1. **Sealed Statements of Qualifications** will be received for "**Professional Engineering Services-Hidalgo County**", **(Including all Funding Sources, Programs and Entities)** in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original, seven (7) copies and Two (2) CD's on PDF format of all RFQs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **REQUEST FOR QUALIFICATIONS-RFQ NO: 2011-001-01-05-YSI-"PROFESSIONAL ENGINEERING SERVICES-HIDALGO COUNTY"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, JANUARY 05, 2011.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFQ NO: 2011-001-01-05-YSI—PROFESSIONAL ENGINEERING SERVICES-HIDALGO COUNTY.

   Hidalgo County reserves the right to reject any and all RFQs and to waive any/all formalities or technicalities in the RFQs received the best and most advantageous to Hidalgo County.

   WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to yvette.islas@co.hidalgo.tx.ux BY NO LATER THAN Monday, December 27, 2010 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, December 29, 2010. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this request for qualifications that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQs and re-advertise.

5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.

7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. County reserves the right to accept or reject any or all RFQs.

9. Costs are to be net F.O.B. destination, County Prepaid.

10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

13. DELIVERY INSTRUCTIONS (for applicable goods and/or services):

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful vendor
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)

d) Notation - **"Professional Engineering Services-Hidalgo County"**
e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.	**January 05, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

16. ~~Bid or Performance Bond and~~ **Debarment Certification**~~; Payment Under Contract:~~

. ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ **All participants are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.**

. ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

. ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

. ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

17. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head

or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal 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.

[redacted]

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

22. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

24. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

25. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County.

Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

26. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

27. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

28. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

29. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

30. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

Request For Qualifications
for
Professional Engineering Services-Hidalgo County
(Including all Funding Sources, Programs and Entities)
RFQ No: 2011-001-01-05-YSI

JANUARY 05, 2011

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned 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 proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant(s) acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Participant(s) agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Bidder:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period ending on February 08, 2012. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICES"-Hidalgo County** (including all funding sources, Programs, and Entities)-**Request For Qualifications "** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, JANUARY 05, 2010. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2011-001-01-05-YSI

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Monday, December 27, 2010 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Wednesday, December 29, 2010. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the

County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit. (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY:
Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period ending on February 08, 2012, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original, seven (7) copies, and two (2) CDs on PDF format** of the RFQ shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas, that has had experience in, but not limited to, the following areas:

X Roadway, Bridge and General Design and Construction

X Federal, State and County-funded construction projects

X Solid Waste related projects

X Geotechnical Engineering Projects

X Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

What does your firm specialize in?

Minimum experience: Years? _____ Projects?

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses, certifications and assurance as required by the FEDERAL HIGHWAY ADMINISTATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The engineering firm(s) should include copies of their Professional Liability Insurance.

SCOPE OF SERVICES:
The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

A.

X Route and Design Studies

X Social, Economic, Environmental Studies and Public Involvement

X Right of Way Maps and Data

X Utility Adjustments

X Surveying

X Pre-Design

B.

X	Roadway Design
X	Drainage Design
X	Solid Waste
X	Signing, Markings and Signalization
X	Traffic Control Plans
X	Bridge Design
X	Plans and Specifications
X	Bid Preparation

C.

X	Building Design
X	Plans, Drawings and Specifications
X	Bid Package Preparation

D.

X	Construction Contract Management
X	Conduct Construction Materials Engineering and Testing Services
X	Design for New Construction
X	Design for Alterations/Renovations
X	Needs Assessment
X	ADA Compliance
X	Code Analysis
X	Cost Estimating

E.

X	Soil/Rock and Foundation Studies
X	Excavations and Trenches
X	Dams and Cut or Filled Slopes

X Pavements

X Water and Waste Retention/Disposal

X Specialized Testing and Instrumentation

Other Engineering Services include:
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license certification with state seal
2. History of engineering certification from the State of Texas.
3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal, seven (7) copies and two (2) CDs on PDF format.**

PART III – SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will

be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. **STAFFING OF PROJECT TEAM**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
   The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**
   The proposal shall include the following:

   * demonstrate an understanding of the scope of services
   * address appropriate Federal/State/Local regulations and policies
   * identify information to be gathered or obtained

   The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**
   The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENT OF QUALIFICATIONS GRADING AND RANKING:

Once a Project has been identified and it is determined that Engineering services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or the User Department in need of Engineering Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;
2. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the proposals received in response to this Hidalgo County Request for Proposals;
3. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

RFQ SUBMITTED TO: An original, seven (7) copies and Two (2) CDs on PDF format of RFQs should be submitted to:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, JANUARY 05, 2010.** All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

EVALUATION CRITERIA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM (20)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)

The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)

The proposal shall include the following:
* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

HIDALGO COUNTY
PROFESSIONAL ENGINEERING SERVICES
RFQ No. 2011-001-01-05-YSI

RFQ EVALUATION FORM

Selection Criteria	**Points**	**Score**
1. Professional Qualifications of Team	20	
Comments/Rationale For Points:		
2. Experience of Project Team	25	
Comments/Rationale For Points:		
3. Experience/Availability of Project Manager	20	
Comments/Rationale For Points:		
4. Understanding of Project	25	
Comments/Rationale For Points:		
5. Familiarity with Applicable Rules and Regulations	10	
Comments/Rationale For Points:		
	Total Score	

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD **CERTIFICATE OF INSURANCE** DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL 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) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU: ☐ OTHER TORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$ $ $
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: ____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____ _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20_____.

_____

Notary Public

My commission expires:_____, 20_____.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____ **Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** _____
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No. _____

State of Incorporation: _____ **Date:**_____ **Other:** _____

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify** _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
❒ Less than 125,000 annual gross receipt	❒ Black American	❒ Native American
❒ Less than 250,000 annual gross receipt	❒ Hispanic American	❒ Women
❒ Less than 499,000 annual gross receipt	❒ Asian Pacific American	❒ Other
❒ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ❒ Yes ❒ No

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** ❒ Yes ❒ No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: ❒ Yes ❒ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:** _____

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. January 2006)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ _____ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov/online/ss-5.pdf*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses/* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDA' ') COUNTY PURCHASING DEPARTME'

ATTACHMENT "A"

DOCUMENTATION REQUIRED ON BUILDING & ROAD & BRIDGE CONSTRUCTION PROJECTS

NOTE: All Payments require Commissioners' Court Approval and the Documents Listed Below.

PROJECT IN PROGRESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM #	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
1	Application & Certification of Payment	Contractor/Architect	X	X	X
2	Schedule of Values	Contractor	X	X	X
3	List of Supplier and Sub-Contractors (as applicable)	Contractor	X	X	X
4	Partial Waiver of Liens (Sub-Contractors/Suppliers)	Contractor	X	X	
5	Progress Report of Project	Engineer	X	X	X
6	Copies of Permits (Building/Plumbing/Mechanical, etc.)	Contractor	X	X	
7	Certificate of Liability Insurance	Contractor	X	X	X

For item #s 1-7, the architect and/or engineer is responsible for ensuring the performance of the work. The list of suppliers and waiver of liens is necessary to ensure that the County is not held liable for activities not under its control.

PROJECT NEAR COMPLETION		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM #	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
8	Punch List	Architect	X	X	
9	Certificate of Partial Substantial Completion	Architect	X	X	X
10	Consent of Sureties*	Bonding Agent	X	X	X
11	Consent of Surety to Reduction In or Partial Release of Retainage* (Only required when a retainage will be reduced by a portion).	Bonding Agent	X	X	X

For payment of retainage, the above items are required to confirm partial completion of work and compliance with the contract.
*Must be accompanied by a power of attorney.

PROJECT COMPLETED		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM#	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
12	Certificate of Construction Completion	Architect	X	X	X
13	General Contractor Warranty	Contractor	X	X	X
14	Certificate of Occupancy	Architect	X	X	
15	*Contractor's Affidavits of Release of Liens	Bonding Agent	X	X	X
16	*Contractor's Affidavit of Payments of Debts and Claims	Bonding Agent	X	X	X
17	*Consent of Surety Company to Final Payment.	Bonding Agent	X	X	X
18	Final Blue Prints	Architect	X	X	X
19	Manufacturer Warranties	Contractor	X	X	

These items are necessary before the County can assume ownership as well as for insurance and capitalization.
*Must be accompanied by a power of attorney.

ATTACHMENT B

PROFESSIONAL ENGINEERING SERVICES PROCUREMENT FORM

HIDALGO COUNTY PURCHASING DEPARTMENT

Name and Address of Firm:	
Principals of Firm and Titles:	
Firm's Registration No.:	
Area of Specialization:	

	Civil Engineering		Mechanical Engineering
	Structural Engineering		Environmental Engineering
	Geotechnical Engineering		Electrical Engineering
	MEP Engineering (Mech/Elec/Plumb)		Highway Engineering

Local References (Rio Grande Valley) List Four (4) Only:
Reference #1:
Reference #2:
Reference #3:
Reference #4:
Recent Projects (Within Two [2] Years) List Four (4) Only:
Project #1:
Project #2:
Project #3:
Project #4:

Submitted By:	
Signature:	
Typed Name:	

EXHIBIT "A"

Services to be provided by Engineer

Modern Technology-Modern Environment

27 April 2011

Ms. Leticia Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, TX 78539

RE: Proposal for Groundwater/Gas Monitoring and Groundwater Data evaluation
Hidalgo County Precinct 4 Closed Landfill

Dear Ms. Saenz,
Please find below the the scope and cost proposal for the referenced project. Insurance documents are attached.

Task 1 - Groundwater and Landfill Gas Monitoring

The monitoring project will include the sampling of nine (9) groundwater monitoring wells and the monitoring of six (6) gas probes. An annual groundwater monitoring report will be generated that will include: a groundwater surface contour plots, completed TCEQ Forms 0312, a summary of analytical data, and a comparison of the analytical data to the established statistical prediction limits for each well. Any Statistically Significant Increases (SSI's) indicated by the comparison will also be identified. The report distribution will include: one original and one copy to TCEQ-Austin, one copy to TCEQ Region 15, one copy to Hidalgo County Precinct 4. This reporting procedure (changed by TCEQ) eliminates semi-annual reports and requires a combined annual report. The landfill gas report will include a table of all monitoring results and will be distributed only to the County unless results indicate that the permitted limits are exceeded and then the TCEQ must be notified.

The rate will be $8,000 for each semi-annual groundwater/gas monitoring event. All expenses, including those for an additional quarterly gas monitoring event, are included. The total annual monitoring cost will be $16,000. The laboratory analytical cost will be $ 3,900 per groundwater monitoring event, with the total annual cost being $7,800 per year. The cost for the annual report will be $4,000. The total annual cost will be $27,800. The invoice for the first semi-annual event will be for $11,900 and will follow submission of a copy of analytical and gas data for the event. The invoice for the second semi-annual event will be for $15,900, and will follow submission of the annual groundwater monitoring report described above and the gas data.

Work beyond this scope, if required, may necessitate additional charges. Examples would include responding to TCEQ/Permit requirements regarding groundwater statistical exceedances or for gas detection above the Lower Explosive Limit (LEL) and required re-sampling. No out-of-scope work will be initiated without authorization.

Task 2 - Evaluation of Historical Groundwater Data

The data evaluation will include the assembly and evaluation of available historical groundwater data. Data from the sampling events that I have conducted (May and October 2009) indicate levels of some constituents that are above the established statistical prediction limits. It is possible that the cause of the statistical exceedances can be attributed to something other than landfill impact. If so, and an Alternate Source Demonstration (ASD) acceptable to TCEQ can be made, then no further immediate

evaluation of the data is necessary to determine an environmentally sound and cost-effective course. During the 2009 sampling cycle, and again recently, I communicated with Mr. John Carrillo of the TCEQ in Austin regarding the need to assemble the data to help guide future actions. Once the data is assembled, it can be easily updated.

I will obtain archived data from the laboratory, as I have not been able to obtain the data from your previous consultant. The historical data, when organized, should help arrive at the best solution. Once the data is assembled (tabulated, graphed, etc.), I will review any findings and recommendations with Precinct 4 representatives before having discussions with TCEQ. I will also provide a copy of the assembled data. I believe this work can be accomplished within a budget of $16,500.

Summary of Data Evaluation Scope

- Assemble and review data.
- Meet or correspond with Precinct 4 and then, TCEQ-Austin as appropriate.
- Determine whether an Alternate Source Demonstration can be made. If so, do so.
    - If not, propose Assessment Monitoring or other course of action aligned with TCEQ's recommendation.

Invoicing will be on an hourly-rate plus expenses basis. A rate schedule is included as Appendix I. The budget will not be exceeded without authorization, and is not a lump-sum or fixed-price. Invoices for the task will be submitted no more frequently than once per month.

In summary, the proposed tasks, include:
1) Groundwater and Landfill Gas Monitoring – $27,800, fixed price.
2) Evaluation of Historical Groundwater Data - $16,500, not to exceed.

The required ACORD insurance form and endorsements are attached.

I look forward to working with you on this project.

Respectfully submitted,
Modern Technology – Modern Environment
Texas Registered Engineering Firm F-10265

Mitch Hudgins, P.E.

attachments

EXHIBIT "B"

Engineering Rates

Appendix 1
Modern Technology – Modern Environment
Rate Schedule
As of January 2011

GENERAL DESCRIPTION	HOURLY BILLING RATES
Senior Engineer, P.E.	$110.00
Engineering Assistant	$75.00
Engineering Technician	$60.00
Draftsperson/CAD	$50.00
Word Processor/Project Support	$35.00
Vehicle mileage rate	$0.51 or current Comptroller's rate
Project Expenses	At cost

The above rates include all employees' wages, payroll burdens, overhead, and profit. Client is charged for time actually spent on the project. Non-project stenographic, general clerical and accounting work, general office expense, and general administrative costs are included in overhead. These costs are not billed separately.

EXHIBIT "B-1"

Engineering Cost Proposal and Fee Breakdown

Modern Technology-Modern Environment

27 April 2011

Ms. Leticia Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, TX 78539

RE: Proposal for Groundwater/Gas Monitoring and Groundwater Data evaluation
Hidalgo County Precinct 4 Closed Landfill

Dear Ms. Saenz,
Please find below the the scope and cost proposal for the referenced project. Insurance documents are attached.

Task 1 - Groundwater and Landfill Gas Monitoring

The monitoring project will include the sampling of nine (9) groundwater monitoring wells and the monitoring of six (6) gas probes. An annual groundwater monitoring report will be generated that will include: a groundwater surface contour plots, completed TCEQ Forms 0312, a summary of analytical data, and a comparison of the analytical data to the established statistical prediction limits for each well. Any Statistically Significant Increases (SSI's) indicated by the comparison will also be identified. The report distribution will include: one original and one copy to TCEQ-Austin, one copy to TCEQ Region 15, one copy to Hidalgo County Precinct 4. This reporting procedure (changed by TCEQ) eliminates semi-annual reports and requires a combined annual report. The landfill gas report will include a table of all monitoring results and will be distributed only to the County unless results indicate that the permitted limits are exceeded and then the TCEQ must be notified.

The rate will be $8,000 for each semi-annual groundwater/gas monitoring event. All expenses, including those for an additional quarterly gas monitoring event, are included. The total annual monitoring cost will be $16,000. The laboratory analytical cost will be $ 3,900 per groundwater monitoring event, with the total annual cost being $7,800 per year. The cost for the annual report will be $4,000. The total annual cost will be $27,800. The invoice for the first semi-annual event will be for $11,900 and will follow submission of a copy of analytical and gas data for the event. The invoice for the second semi-annual event will be for $15,900, and will follow submission of the annual groundwater monitoring report described above and the gas data.

Work beyond this scope, if required, may necessitate additional charges. Examples would include responding to TCEQ/Permit requirements regarding groundwater statistical exceedances or for gas detection above the Lower Explosive Limit (LEL) and required re-sampling. No out-of-scope work will be initiated without authorization.

Task 2 - Evaluation of Historical Groundwater Data

The data evaluation will include the assembly and evaluation of available historical groundwater data. Data from the sampling events that I have conducted (May and October 2009) indicate levels of some constituents that are above the established statistical prediction limits. It is possible that the cause of the statistical exceedances can be attributed to something other than landfill impact. If so, and an Alternate Source Demonstration (ASD) acceptable to TCEQ can be made, then no further immediate

evaluation of the data is necessary to determine an environmentally sound and cost-effective course. During the 2009 sampling cycle, and again recently, I communicated with Mr. John Carrillo of the TCEQ in Austin regarding the need to assemble the data to help guide future actions. Once the data is assembled, it can be easily updated.

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In summary, the proposed tasks, include:
1) Groundwater and Landfill Gas Monitoring – $27,800, fixed price.
2) Evaluation of Historical Groundwater Data - $16,500, not to exceed.

The required ACORD insurance form and endorsements are attached.

I look forward to working with you on this project.

Respectfully submitted,
Modern Technology – Modern Environment
Texas Registered Engineering Firm F-10265

Mitch Hudgins, P.E.

attachments

EXHIBIT "C"

Insurance Requirements

OP ID: JSK

DATE (MM/DD/YYYY) 04/11/11

CERTIFICATE OF LIABILITY INSURANCE

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 Kelly & Honeycutt, Inc. James A. Honeycutt 4646 Corona, Suite 260 Corpus Christi, TX 78411 James Honeycutt 361-225-2454	CONTACT NAME: Mitch Hudgins PHONE (A/C, No, Ext): 361-533-7102 FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: MODER-1
INSURED George M. (Mtich) Hudgins dba Modern Technology- Modern Environmental 548 Naples St. Corpus Christi, TX 78404	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Endurance American Specialty INSURER B : Texas Mutual Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		ECC191994193-02	11/14/10	11/14/11	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 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X		ECC101004103-02 ECC101004103-02	11/14/10 11/14/10	11/14/11 11/14/11	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 DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
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	X	SBP0001205564	10/15/10	10/15/11	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liab			ECC101004103-02	11/14/10	11/14/11	ClaimMade	$1M/$2MAgg
A	Contractor's Poll	X		ECC101004103-02	11/14/10	11/14/11	ClaimMade	$1M/$2MAgg

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

General Liability, Auto Liability & Contractor's Pollution Liability Includes A Blanket Add Insured As Required By A Written Contract. Workers' Compensation Includes Blanket Waiver of Subrogation As Required By A Written Contract. Addn. Insured NOT Available On Professional Liability. 30 Day Notice of cancellation included on all policies.

CERTIFICATE HOLDER

Hidalgo County
Purchasing Department
2812 S. Highway Bus 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
James Honeycutt

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APPROVED

AI-26590 **20.D.2.**

Pct 4-Approval of Prof Eng Svcs Agreement-Monitoring of Closed Landfill at Pct 4

CC REGULAR

Date: 05/23/2011
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Prct. 4

Information

CAPTION

Requesting approval of a professional services agreement with GEORGE M. "MITCH" HUDGINS d/b/a MODERN TECHNOLOGY-MODERN ENVIRONMENT for the purposes of "professional engineering services" in connection to the "GROUND WATER, GAS MONITORING and GROUNDWATER DATA EVALUATION at CLOSED LANDFILL SITE" located within HIDALGO COUNTY PRECINCT #4 and in order to remain in compliance with TCEQ.

BACKGROUND

Contract document (reviewed & approved as to form by legal)#C-11-099-05-17-George M. "Mitch" Hudgins d/b/a Modern Technology-Modern Environment.

email with review and approval by Mr. Raul Sesin,

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-432-00-124-001-0-334
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 5-19-11 $44,300.00

Attachments

Link: email approval on Eng Rates
Link: contract document
Link: email approval by legal
Link: email cost proposal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/11/2011 02:11 PM	APRV
2	Budget & Management	Erika Zamora	05/11/2011 02:27 PM	APRV
3	Manuel Chapa	Manuel Chapa	05/19/2011 08:50 AM	APRV
4	Auditor's Office	Arcilia Duran	05/19/2011 06:25 PM	APRV

Form Started By: Letty Saenz Started On: 05/10/2011 05:09 PM
Final Approval Date: 05/19/2011

AGENDA

CC REGULAR
HIDALGO COUNTY
COMMISSIONERS' COURT MEETING
May 23, 2011
9:00 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 in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. **Roll Call** Quintanilla out

2. **Pledge of Allegiance** All

3. **Prayer** Marcos Lopez

4. **Approval of Consent Agenda** 12 K

5. **Open Forum**

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

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

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

Hiram Gutierrez

B. **AI-26760** Discussion and possible action on an Order authorizing the Resale of Foreclosed Real Estate Properties for failure to pay ad valorem taxes.

C. **AI-26757** Environmental Compliance:

approved 1. Presentation and Discussion of the Hidalgo County Storm Water Pollution Prevention Plan (SWMP3)as required by the Texas Commission on Environmental Quality (TCEQ) Municipal Separate Storm Sewer System (MS4) Permit.

report only 2. Presentation and Discussion on the Environmental Compliance Division priorities.

D. **AI-26777** 1. Approval of the following personnel actions:

approved 1-3

Action	Slot No.	Position Title	Grade & Step	Salary
Delete	008	Environmental Compliance Monitor	N/A	($60,000.00)
Create	012	Environmental Compliance Monitor (added to Hidalgo County position inventory)	G9, S1	$34,360.00
Create	013	Administrative Assistant III	G8, S1	$31,815.00
			Total Variance	$6,175.00

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

7. **County Treasurer - Norma Garcia:**

salary $38,000.00.
2. Approval to create one (1) full-time Assistant Field Operations Director, slot no. 0079, budgeted salary $51,739.00
3. Approval of revised salary schedule.

B. **AI-26774** 1. Approval of Interlocal Agreement by and among City of Alton, Hidalgo County, and Tax Increment Reinvestment Zone Number One, City of Alton, allowing for Hidalgo County to participate in the Tax Increment Reinvestment Zone.
approved 1-2
2. Appointment of one board member to represent the County of Hidalgo on the Tax Increment Reinvestment Zone Number One, City of Alton Board of Directors.

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

A. **AI-26687** Authorization to proceed with Condemnation Proceedings on Trenton Drain Project Parcel 11-Sara Ellen and Samuel Childrens Partnership, L.P.
approved

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

A. **AI-26762** Discussion, consideration and approval to accept prepayment of the outstanding principle balance of Installment Agreement 2010-01 between the County of Hidalgo and Hidalgo County Drainage District No. One.
approved

B. **Budget Appropriations:**

1. **AI-26666** Pct. #2 Rd Maintenance (1200):
a. Approval of 2011 appropriation of funds into El Gato Road Project (program 051) in the amount of $600,000.00
approved
b. Approval of 2011 appropriation of funds into El Dora Road Project (program 052) in the amount of $400,000.00.

20. **Purchasing Department - Marty Salazar:**

Notes:
A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **Hidalgo County**

1. **Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

2. **Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:
a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
nothing to report
b) Construction of additional pod(s)
c) Selection and engagement of an architect for the construction of additional pods

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
a) Renovations of administration building
nothing to report
b) Other ongoing county owned building construction, renovation repair projects
c) Emergency situations occurring since last agenda meeting

4. **AI-26679** a. Approval to rescind action taken by Commissioners Court on May 10, 2011-AI#26450-

May 23, 2011

approved Final contract with Dr. Norma Jean Farley in connection to the "Pathologist To Provide Turnkey Autopsy And Related Services-Hidalgo County" inasmuchas contract was approved and effective on September 28, 2010; and,

b. Acceptance and approval of an Amendment to reflect modifications requested by Dr. Farley to contract reviewed as for form by Hon. Josephine L. Ramirez, Asst. DA-County Affairs.

B. Pct. 2

1. AI-26644 approved Recommendation to reject all bids received for Hidalgo County Precinct No. 2 -"Geo-Grid Reinforcement Material" RFB No.: 2011-106-04-20-SGS and requestiong authorization to re-advertise with modifications to specifications.

2. AI-26759 approved a. Approval of an Interlocal Cooperation Agreement between Hidalgo County and the City of Pharr, Texas.

approved b. Approval of an Interlocal Cooperation Agreement Project in which Hidalgo County and the City of Pharr, Texas will assist each other on multiple projects.

C. Pct. 3

1. AI-26772 approved a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional engineering service;

approved 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 Engineers for Engineering Services for (Road and Bridge Projects, Drainage Improvements Projects in Precinct 3 area)

Total Scores	Javier Hinojosa	R. Gutierrez Engineering	M.Garcia Engineering
Evaluator 1	99	97	85
Evaluator 2	100	95	88
Scores	199	192	173
Average	99.5	96	86.5
Ranking	1	2	3

approved c. Authority for the Purchasing Department to negotiate a professional (Engineering Services) contract with the No. 1 ranked firm of Javier Hinojosa for the provision of Engineering Services for (Road and Bridge Projects, Drainage Improvements Projects on in the Precinct 3 area).

D. Pct. 4

1. AI-26752 approved Requesting approval of a name change/correction (as requested by L & G Engineering Laboratory, LLC, dba, L & G Consulting Engineers, LLC under contract #C-11-062-04-12 (approved by CC on 04/12/11) to reflect the name of: "L & G ENGINEERING LABORATORY, LLC" for the purposes of "On-Call" Professional Laboratory Services Agreement for Hidalgo County Pct. #4.

2. AI-26590 approved Requesting approval of a professional services agreement with GEORGE M. "MITCH" HUDGINS d/b/a MODERN TECHNOLOGY-MODERN ENVIRONMENT for the purposes of "professional engineering services" in connection to the "GROUND WATER, GAS MONITORING and GROUNDWATER DATA EVALUATION at CLOSED LANDFILL SITE" located within HIDALGO COUNTY PRECINCT #4 and in order to remain in compliance with TCEQ.

E. WIC

1. AI-26753 Requesting approval of a professional surveying services agreement with DOS LAND

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

April 17, 2013

Melissa Smith, Service Sales/Acct. Manager
c/o Elvia McGowan, Billing Coordinator
CLIFFORD POWER SYSTEMS, INC.
4702 Dodge Street
San Antonio, TX 78217
Tel: (210) 333-0377

via email msmith@cliffordpower.com
via email emcgowan@cliffordpower.com
via facsimile: (210) 653-7121

Re: Extension/Renewal for Contract No. C-11-016-04-19 -"Service and Maintenance for Generators at the Jail/Law Enforcement Center/Etc.."(on an as needed basis)-Hidalgo County Sheriff's Office

Dear Ms. Smith:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the additional **ONE (1) YEAR** period as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us , so as to meet the agenda request form deadlines.

By: _____ Date: _____
Melissa Smith, Service Sales/Acct. Manager

Additionally, we are requesting your company to provide an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

Zimbra **leticia.saenz@co.hidalgo.tx.us**

RE: Draft Amendment to Contract # C-11-099-05-24-MTME-Ground Water, Gas Monitoring and Groundwater Data Evaluation at Closed Landfill Site located at Hidalgo County Precinct No. 4

From : Steve Crain <scrain@atlashall.com> Wed, Jan 14, 2015 04:07 PM

Subject : RE: Draft Amendment to Contract # C-11-099-05-24-MTME-Ground Water, Gas Monitoring and Groundwater Data Evaluation at Closed Landfill Site located at Hidalgo County Precinct No. 4 2 attachments

To : 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

Looks good.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Wednesday, January 14, 2015 3:37 PM
To: Steve Crain; Marynel Trevino
Subject: Re: Draft Amendment to Contract # C-11-099-05-24-MTME-Ground Water, Gas Monitoring and Groundwater Data Evaluation at Closed Landfill Site located at Hidalgo County Precinct No. 4

Mr. Crain-

Please review and approve (attached hereto) revised amendment with corrected signature page and exhibit attached.

Please advise if this will work.

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: Wednesday, January 14, 2015 3:04:39 PM
Subject: RE: Draft Amendment to Contract # C-11-099-05-24-MTME-Ground Water, Gas Monitoring and Groundwater Data Evaluation at Closed Landfill Site located at Hidalgo County Precinct No. 4

Check the signature page for the format of the engineer's name. Also attach the exhibit.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Wednesday, January 14, 2015 2:48 PM
To: Steve Crain; Stephen L. Crain; Marynel Trevino
Subject: Re: Draft Amendment to Contract # C-11-099-05-24-MTME-Ground Water, Gas Monitoring and Groundwater Data Evaluation at Closed Landfill Site located at Hidalgo County Precinct No. 4

Good afternoon, Mr. Crain-

Attached, see revised amendment. Let me know if further revisions are required.

Please advise if this will work.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281
Edinburg, Texas 78539
P*(956) 318-2626* ***F****(956) 318-2629*
Email: *leticia.saenz@co.hidalgo.tx.us*

...DON'T WORRY...BE HAPPY...

From: "Stephen L. Crain" <scrain@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Wednesday, January 14, 2015 12:59:48 PM
Subject: RE: Draft Amendment to Contract # C-11-099-05-24-MTME-Ground Water, Gas Monitoring and Groundwater Data Evaluation at Closed Landfill Site located at Hidalgo County Precinct No. 4

Good Afternoon Letty:

See the attached, please make changes. If you have any questions, please call our office.
Thank you,

Marynel Trevino, Secretary for

Stephen L. Crain & J. Joseph Vale
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com

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From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]

AI -48118 **Purchasing Department** **21. D. 2.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of **Change Order No. 4** for an extension of sixty (60) days and zero additional dollars to Contract No. C-13-072A-11-19 with **Couric Enterprises, LLC** dba **Foremost Construction** as reviewed/approved by project architect of record, Mata-Garcia Architects, LLP for: Hidalgo County Precinct No. 4 -"Construction of a Community Resource Center in San Carlos" with authority for County Judge, or Court Member to execute document.

BACKGROUND

CHANGE ORDER #2 - FOREMOST CONSTRUCTION

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1342-419-40-124-123-0-720

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

BUDGETARY IMPACT:

Original P.O. # 703489

Attachments

Change Order No. 4 -San Carlos CRC - Foremost Constr-Pct 4

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/16/2015 09:42 AM
Budget & Management	Veronica Ortiz	01/16/2015 09:45 AM
Sylvia Solis	Sylvia Solis	01/16/2015 11:19 AM
Auditor's Office	Monica Badillo	01/16/2015 06:31 PM
Form Started By: Moises Salazar		Started On: 01/14/2015 03:52 PM
Final Approval Date: 01/16/2015		

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Change Order

PROJECT *(Name and address)*: San Carlos Community Resource Center Hidalgo County Pct. 4 San Carlos, Texas	**CHANGE ORDER NUMBER:** 004 **DATE:** January 6, 2015	OWNER: ☒ ARCHITECT: ☒ CONTRACTOR: ☒
TO CONTRACTOR *(Name and address)*: Foremost Construction 26986 Bass Blvd. Harlingen, Tx.	**ARCHITECT'S PROJECT NUMBER:** 201310 **CONTRACT DATE:** November 19, 2013 **CONTRACT FOR:** General Construction	FIELD: ☐ OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Contract time extension of 60 Days: 12 days in November of 2014, 13 days in December 2014, 3 days in January 2015 and 32 days granted at a meeting with Hidalgo County Pct. 4 due to lack of water and electricity availability. Refer to attachment.

The original Contract Sum was	$	1,211,000.00
The net change by previously authorized Change Orders	$	32,990.00
The Contract Sum prior to this Change Order was	$	1,243,990.00
The Contract Sum will be unchanged by this Change Order in the amount of	$	0.00
The new Contract Sum including this Change Order will be	$	1,243,990.00

The Contract Time will be increased by Sixty (60) days.
The date of Substantial Completion as of the date of this Change Order therefore is March 13, 2015

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Mata+Garcia Architects LLP **ARCHITECT** *(Firm name)*	Foremost Construction **CONTRACTOR** *(Firm name)*	County of Hidalgo **OWNER** *(Firm name)*
1314 Ivy Avenue, McAllen, Tx. 78501 **ADDRESS**	26986 Bass Blvd. Harlingen, Tx. 78552 **ADDRESS**	1051 N. Doolittle Rd. Edinburg Tx 78542 **ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
Hector Rene Garcia *(Typed name)*	Eric Solis *(Typed name)*	*(Typed name)*
January 6, 2015 **DATE**	January 6, 2015 **DATE**	**DATE**

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User Notes:
(2037606756)

Couric Enterprises, LLC

Foremost Construction

26986 Bass Blvd
Harlingen, Texas 78552
Phone: (956) 241-0694 Fax: (956) 428-6123
E-Mail: Foremostco@hotmail.com
Web: [Web Address]

January 6, 2015

County of Hidalgo
2812 S. Business Hwy 281
Edinburg, Texas 78539

Re: Hidalgo County Precinct No. 4- Construction of a Community Resource Center in San Carlos

To Whom It May Concern:

Couric Enterprises LLC dba Foremost Construction is requesting an additional 60 Days be added to the contract as per breakdown.

1. Rain Day in November 13,14,15,16,17,18,19,20,21,22,23,24 (12 Days)
2. Rain Days in December 3,4,5,6,7,8,18,19,27,28,29,30,31 (13 Days)
3. Rain Days in January 1,2,3 (3 Days)
4. As Per our meeting with Hidalgo County Pct 4, we are being granted an additional 32 days extension above and beyond the rain days being requested due to Water, and Electricity availability.

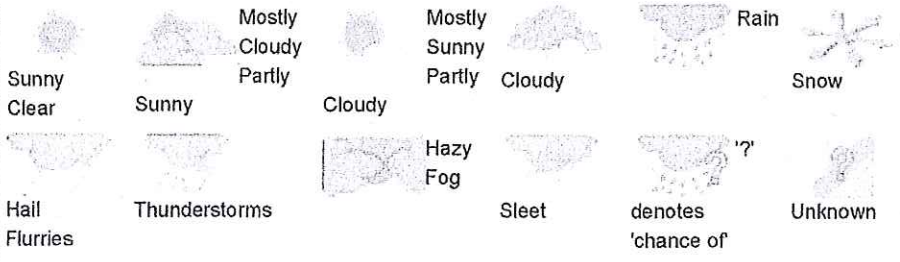
Total Days- 60

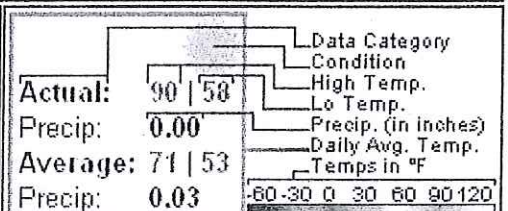
Sincerely,

Eric Solis
President

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 Actual: 81 | 54 Precip: 0.00 Average: - | - Precip: -
2 Actual: 78 | 57 Precip: 0.00 Average: - | - Precip: -	3 Actual: 82 | 68 Precip: 0.00 Average: - | - Precip: -	4 Actual: 85 | 68 Precip: 0.00 Average: - | - Precip: -	5 Actual: 77 | 65 Precip: 0.07 Average: - | - Precip: -	6 Actual: 64 | 59 Precip: 1.19 Average: - | - Precip: -	7 Actual: 62 | 55 Precip: 0.74 Average: - | - Precip: -	8 Actual: 73 | 55 Precip: 0.00 Average: - | - Precip: -
9 Actual: 76 | 53 Precip: 0.00 Average: - | - Precip: -	10 Actual: 80 | 54 Precip: 0.00 Average: - | - Precip: -	11 Actual: 83 | 55 Precip: 0.01 Average: - | - Precip: -	12 Actual: 55 | 45 Precip: 0.25 Average: - | - Precip: -	13 Actual: 50 | 39 Precip: 0.15 Average: - | - Precip: -	14 Actual: 50 | 42 Precip: 0.00 Average: - | - Precip: -	15 Actual: 60 | 43 Precip: 0.01 Average: - | - Precip: -
16 Actual: 78 | 55 Precip: 0.01 Average: - | - Precip: -	17 Actual: 55 | 38 Precip: 0.00 Average: - | - Precip: -	18 Actual: 59 | 39 Precip: 0.00 Average: - | - Precip: -	19 Actual: 69 | 49 Precip: 0.00 Average: - | - Precip: -	20 Actual: 77 | 61 Precip: 0.01 Average: - | - Precip: -	21 Actual: 78 | 68 Precip: 0.05 Average: - | - Precip: -	22 Actual: 79 | 62 Precip: 0.04 Average: - | - Precip: -
23 Actual: 84 | 58 Precip: 0.29 Average: - | - Precip: -	24 Actual: 68 | 50 Precip: 0.16 Average: - | - Precip: -	25 Actual: 68 | 47 Precip: 0.01 Average: - | - Precip: -	26 Actual: 75 | 44 Precip: 0.00 Average: - | - Precip: -	27 Actual: 77 | 44 Precip: 0.00 Average: - | - Precip: -	28 Actual: 77 | 50 Precip: 0.00 Average: - | - Precip: -	29 Actual: 77 | 57 Precip: 0.00 Average: - | - Precip: -
30 Actual: 80 | 63 Precip: 0.00 Average: - | - Precip: -						

Calendar Key



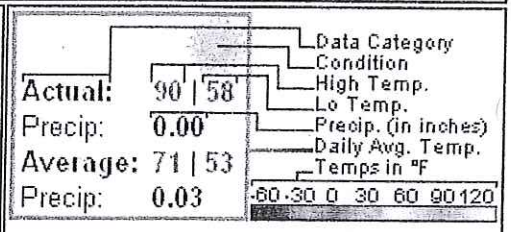


Powered by Weather Underground, Inc.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 Actual: 81 | 56 Precip: 0.00 Average: - | - Precip: -	2 Actual: 55 | 47 Precip: 0.00 Average: - | - Precip: -	3 Actual: 67 | 53 Precip: 0.00 Average: - | - Precip: -	4 Actual: 79 | 58 Precip: 0.00 Average: - | - Precip: -	5 Actual: 82 | 65 Precip: 0.00 Average: - | - Precip: -	6 Actual: 79 | 67 Precip: 1.59 Average: - | - Precip: -
7 Actual: 70 | 63 Precip: 0.05 Average: - | - Precip: -	8 Actual: 63 | 59 Precip: 0.02 Average: - | - Precip: -	9 Actual: 69 | 55 Precip: 0.00 Average: - | - Precip: -	10 Actual: 75 | 59 Precip: 0.00 Average: - | - Precip: -	11 Actual: 74 | 62 Precip: 0.00 Average: - | - Precip: -	12 Actual: 75 | 63 Precip: 0.00 Average: - | - Precip: -	13 Actual: 79 | 61 Precip: 0.00 Average: - | - Precip: -
14 Actual: 78 | 64 Precip: 0.00 Average: - | - Precip: -	15 Actual: 81 | 64 Precip: 0.00 Average: - | - Precip: -	16 Actual: 74 | 66 Precip: 0.00 Average: - | - Precip: -	17 Actual: 77 | 66 Precip: 0.00 Average: - | - Precip: -	18 Actual: 72 | 64 Precip: 0.05 Average: - | - Precip: -	19 Actual: 67 | 60 Precip: 0.05 Average: - | - Precip: -	20 Actual: 60 | 55 Precip: 0.00 Average: - | - Precip: -
21 Actual: 63 | 54 Precip: 0.00 Average: - | - Precip: -	22 Actual: 80 | 58 Precip: 0.00 Average: - | - Precip: -	23 Actual: 71 | 53 Precip: 0.00 Average: - | - Precip: -	24 Actual: 63 | 41 Precip: 0.00 Average: - | - Precip: -	25 Actual: 68 | 40 Precip: 0.00 Average: - | - Precip: -	26 Actual: 80 | 62 Precip: 0.00 Average: - | - Precip: -	27 Actual: 77 | 50 Precip: 0.01 Average: - | - Precip: -
28 Actual: 50 | 42 Precip: 0.32 Average: - | - Precip: -	29 Actual: 58 | 40 Precip: 0.00 Average: - | - Precip: -	30 Actual: 71 | 55 Precip: 0.03 Average: - | - Precip: -	31 Actual: 63 | 41 Precip: 0.31 Average: - | - Precip: -			

Calendar Key

Sunny
Clear
Sunny
Mostly Cloudy
Partly Cloudy
Mostly Sunny
Partly Cloudy
Rain
Snow
Hail
Flurries
Thunderstorms
Hazy
Fog
Sleet
'?' denotes 'chance of'
Unknown



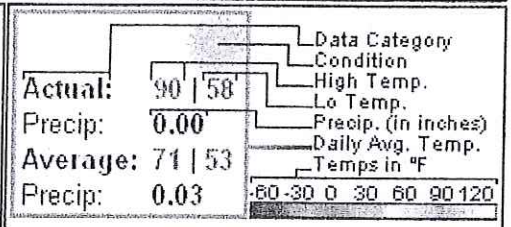
Powered by Weather Underground, Inc.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 Actual: 44 | 40 Precip: 0.08 Average: - | - Precip: -	2 Actual: 48 | 43 Precip: 0.03 Average: - | - Precip: -	3 Actual: 53 | 46 Precip: 0.02 Average: - | - Precip: -
4 Actual: 58 | 45 Precip: 0.00 Average: - | - Precip: -	5 Actual: 53 | 40 Precip: 0.00 Average: - | - Precip: -	6 Actual: 53 | 44 Precip: 0.00 Average: - | - Precip: -	7 Forecast: 59 | 38 Chance of Rain	8 Forecast: 45 | 41 Mostly Cloudy	9 Forecast: 52 | 41 Chance of Rain	10 Forecast: 46 | 40 Rain
11 Forecast: 53 | 48 Mostly Cloudy	12 Forecast: 58 | - Mostly Cloudy	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Calendar Key

Sunny / Clear — Mostly Sunny / Partly Cloudy — Mostly Cloudy / Partly Sunny — Cloudy — Rain — Snow

Hail / Flurries — Thunderstorms — Hazy / Fog — Sleet — '?' denotes 'chance of' — Unknown



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AI -48007 **Purchasing Department** **21. E. 1.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of sole responsible vendor submitting the lowest and best bid and meeting all specifications and/ or requirements (as detailed in the documentation contained herein) for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County Health and Human Services- "Laboratory Services" through project No.: 2014-415-MEG.

BACKGROUND

Current contract expires on January 28, 2015
New contract will commence on January 29, 2015

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1293-441-00-340-059-0-339

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

BUDGETARY IMPACT:

Attachments

Recommendation Memo
Tab Sheet
Participating Log Sheet

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/09/2015 02:23 PM
Budget & Management	Debbie Tamez	01/12/2015 03:38 PM
Manuel Chapa	Veronica Ortiz	01/16/2015 08:29 AM
Auditor's Office	Monica Badillo	01/16/2015 06:30 PM
Form Started By: Elena Gomez		Started On: 01/08/2015 09:53 AM
Final Approval Date: 01/16/2015		

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM

(Department's Recommendation)

TO: **All Department Heads**

FROM Elena Gomez, Buyer II EG
Hidalgo County Purchasing Dept.

DATE: December 29, 2014

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2014-415-12-24-MEG- **Hidalgo County Health Dept.** –
"LABORATORY SERVICES"

We have received a **sole responses** 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 **by not later than January 09, 2015 @ 10:00 a.m. or if possible earlier** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **elena.gomez@co.hidalgo.tx.us**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4855. Thank you for your attention and cooperation to this matter.

☒ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 5-1293-441-00-340-059-0-339

Recommendations/Concerns: _____

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Eduardo Olivarez	Health	1/7/15

Enclosures

TABULATION SHEET
"HIDALGO COUNTY HEALTH DEPARTMENT-LABORATORY SERVICES"
BID NO. 2014-415-12-24-MEG

Item #	DIAGNOSTIC PROCEDURES	Quest Diagnostics
1	ABO and Rh	4.20
	• ABO Group	2.10
	• RH Type	2.10
2	Accult Blood, Feces	n/a
3	Acute Hepatitis Panel	47.85
	• Hep A IgM AB	15.50
	• Hep B Core IgM AB	15.50
	• Hep B surf AG w. Conf.	6.40
	• Hep C AB	10.45
	• If Hep B Surface Antigen is positive, then Reflex confirmation will be performed	11.00
4	AFB Smear and Culture w/ Susceptibilities	28.00
5	Affirm (Trich, G. Vaginalis, Candida)	50.00
6	Aerobic Bacterial Culture	15.00
	• Reflex Susc. 1	6.73
	• Reflex Org. ID 1	12.50
	• Reflex Org. ID 2	22.90
	• Reflex Susc-2	24.50
	• Reflex Org. ID 2	22.90
	• Reflex Susc. 1	10.22
7	Amylase	4.80
8	Antibody Screen RBC w/Reflex to identification, Titer and Antigen Typing; X# of panels performed; X# of titers performed; X# of antigens performed	4.25
	• Reflex Antibody Identification	41.00
	• Reflex Titer	20.50
	• Reflex antigen Typing	15.25
9	Antinuclear Antibodies. Results	7.00
	• Reflex ANA Titer and Pattern	20.50
10	Aspergillosis Immunodiffussion	25.00
11	B_{12} and Folate	15.10
	• Vitamin B12	7.10
	• Folate, Serum	8.00
12	Bacterial Vaginosis/Vaginitis (Trich, G. Vaginitis, & Candida)	50.00
13	Basic Metabolic Panel	2.43
14	BUN	1.77
	• Urea Nitrogen (BUN)	1.77
	• BUN Creatinine Ratio	1.82
15	Carbamazipine levels	12.00
16	CBC w Diff w/ Plt.	2.80
17	CBC w Diff w/o Plt.	n/a
18	CBC w/ diff and platelets.	2.80
19	CBC w/o Diff w Plt.	2.75
20	CBC w/o Diff w/o Plt.	n/a
21	CD4 Count	30.00
22	CEA.	11.00
23	Chem 24	2.43
24	Chlamydia/GC DNA Probe w/confirmation on positives	32.00
25	Chlamydia/GC (out of viral)	56.06

25	Chlamydia/GC (out of vial)	
	• Chlamydia/GC	32.00
26	Chlamydia/GC DNA, SDA Probe/Urine w/confirmation on positives	32.00
27	Chlamydia/GC DNA Probe w/out confirmation.	n/a
28	Chlamydia/GC DNA, SDA CX Male/Urethra Probe/Urine/ confirmation on positives	32.00
29	Cholesterol Total	1.87
30	Ck,Total	4.60
31	Comp Metabolic Panel	3.03
32	Creatinine.	1.77
33	24hr. Creatinine Clearance	11.00
34	Cult, Campylobacter	10.00
35	Culture, Aerob/Anaerobic	16.00
36	Cultures (wound and urine)	15.00
37	Culture (& Sensitivity)- Wound	15.00
	• Reflex Susc-1	6.73
	• Reflex Org. ID 1	12.50
	• Reflex Org. ID 2	22.90
	• Reflex Susc.-2	24.50
	• Reflex Org. ID 2	22.90
	• Reflex Susc 1	10.22
38	Digoxin.	9.50
39	Dilantin levels	9.85
40	Draw Fee, Psc Spec	3.50
41	Drug screens (serum and urine)	32.00
42	Electrolyte Panel	2.02
43	Eosinophil Ct, (B)	5.00
44	Fecal Fat, Qual	7.00
45	Fecal Globin by Immuniochemistry (FOB)	16.25
46	Fecal Leukocyte Stn	9.00
47	Ferritin	6.40
48	FSH and LH.	15.90
	• FSH (Folicie Stimulating Hormone)	7.95
	• LH	7.95
49	Fungus Culture	23.00
	• Culture, Fungus, Blood	12.00
50	Fungal CF Panel	132.00
51	Genital Culture, Routine	10.00
52	Giardia Ag Detection	18.00
53	Glucose Gestational Screen 50 Gram	4.43
54	Glucose, Plasma	4.43
55	Glucose Serum	1.77
56	Glucose Tolerance Test (GTT), Gestational 4 specimens 100 grams	17.72
57	Group B Strep Colonization Detection Cult/DNA Probe	7.60
58	H & H	5.10
59	HCG, Beta Subunit, Qual	8.00
60	HCG, Beta Subunit, qualitative	8.00
61	HCG, Beta Subunit, Quant	6.80
62	HCG, Beta Subunit, quantitative	6.80
63	Hdl-Cholesterol	1.87
64	Helicobacter pylori lgG.	14.00
	• Hpylori Breath Test	50.00
65	Hematocrit	2.55

66	Hemoglobin A1C w/MBG	5.00
67	Hemoglobin	5.00
	• Hemoglobin	2.55
68	Hep A Igm Ab	15.50
69	Hepatic Function Panel	2.33
70	Hepatitis B Surface Antibody	6.50
71	Hepatitis B Surface Antigen	6.40
72	Hepatitis B Surface Antigen with confirmation	17.40
73	Hepatitis C Antibody	10.45
74	Herpes Culture	20.00
75	Hgal c.	n/a
76	HIV-1 Antibodies	68.00
77	HIV-1 Antibodies (HIV Antibody, HIV-1/2m EIA w/Reflex)	10.20
78	HIV Western Blot, if HIV positive	48.00
79	HIV-2 Antibody EIA if Western Blot positive	19.00
80	HIV-2 Antibody Western Blot if HIV-2 Antibody EIA if positive	n/a
81	H-pylori	50.00
82	H. Pylori (serum)	14.00
83	HPV Genotypes 16, 18	60.00
84	HPV High Risk	30.00
85	Hsv 1/2 Herpeselect	21.00
86	HSV ½	21.00
87	Iron and IBC	5.08
88	Iron, Total & Ibc	5.08
89	Lead	9.60
90	Lipid Panel	5.61
91	Lithium levels	6.40
92	Liver enzyme panel	2.33
93	Magnesium	4.00
94	Maternal Serum Screen 4 (Quad) (Age, hcG, UE3, DIA, ITA)	36.00
95	Maternal Serum Screen 5 (Penta)	101.00
96	Myoglobin	22.00
97	Myoglobin (U)	21.00
98	New Born Screening	n/a
99	Occult Blood	16.25
100	Ova & Parasites	12.00
101	Phenytoin	9.85
102	Platelet Count	2.55
103	Potassium	1.77
104	PreGen-Plus	250.00
105	Prenatal (OB) Panel Total of 11 tests which include Hept. B, HIV, RPR, & Rubella	37.35
106	Prolactin	8.67
107	Prothrombin Time (PT)	4.70
108	PSA	8.60
109	PTT Activated	4.60
110	RBC Count	2.75
111	Renal Function Panel	2.63
112	Rheumatoid Arthritis Factor	5.00
113	RPR	4.40
114	RPR Titer	3.80
115	RPR with reflex to titer & confirmatory testing	19.20
	RPR (Monitor) with Reflex to Titer (without confirmations)	8.20
116	• RPR (Diagnosis) with reflex to Titer and Confirmatory	19.20
117	RPR (DX) Reflex FTA-ABS	8.20

118	Rubella Antibodies, IgG.	5.30
119	Sed Rate, Westergren	7.10
120	Stat Assay 1	11.00
121	Stat Assay 2	22.00
123	Stool Culture	38.00
	• Reflex Susc. 1	6.73
	• Reflex Org.ID 1	12.50
	• Reflex Org. ID 2	22.90
	• Reflex Susc 2	24.50
	• Reflex Org. ID 2	22.90
	• Reflex Susc. 1	10.22
124	Surpath (Liquid pap smear)	24.20
125	Surpath Pathology if pap smear abnormal	10.00
126	Surpath with CT/GC (out of the vial)	56.20
127	Thin Prep Pap Test	24.06
	• Pathology Review if thin Prep is abnormal	10.00
128	T_3 Uptake	1.00
129	T-4 (Thyroxine)	4.00
130	T-4 Free	4.70
131	Testosterone	19.55
	• Additional Offering Testosterone, total Males	19.50
132	Throat, Beta-Hemolytic Strep Cult, Group A.	11.00
	• Reflex Susc. 1	6.73
	• Reflex Org. ID 1	12.50
	• Reflex Org. ID 2	22.90
	• Reflex Susc 2	24.50
	• Reflex Or. ID 2	22.90
	• Reflex Susc 1	10.22
133	Thyroid Cascade Profile	37.98
	• TSH	5.28
	• T4 Free	4.70
	• TPO (Thyroid Peroxidase antibodies	16.00
	• T3	12.00
134	Thyroid panel	10.28
	• T-3 Uptake	1.00
	• T-4 Thyroxine	4.00
	• TSH	5.28
135	Thyroxine (T_4)	4.00
136	Total Electrophoresis	11.30
137	Total Iron and TIBC	5.08
138	Tp Rand (U) W/Creat	14.00
139	Triglycerides	1.87
140	TSH, 3rd generation	16.00
141	TSH	5.28
142	TSH with Reflex to Free T4	5.28
143	UA, Complete	5.65
144	UA.	2.60
145	Upper Respitory Culture, Routine	11.00
	• Culture, throat, will reflex to identification & susceptibilities if positive and when appropriate	9.25
	• Reflex Susc -1	6.73
	• Reflex Org. ID 1	12.50
	• Reflex Org. ID 2	22.90

	• Reflex susc -2	24.50
	• Org. ID 2	22.90
	• Susc-1	10.22
146	Uric Acid	2.25
147	Urinalysis (Microscopic on Positives)	2.60
	• Reflex UA Microscopic	3.05
148	Urine Culture, Routine. Urine Culture (& Sensitivity), Routine	8.20
	• Reflex Presumptive ID	11.47
	• Reflex Org. ID 1	11.47
	• Reflex Susc. 1	12.25
149	Urine, complete	5.65
150	Valporic acid levels	17.00
151	Valproic Acid	15.00
152	VDRL.	9.00
153	Vitamin B-12	7.10
154	WBC Count	2.55
155	WBC Differential	2.60

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

BID OPENING DATE: December 24, 2014 | **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: ***Hidalgo County Health Dept.-"Laboratory Services"***

BID NO.: 2014-415-12-24-MEG | **Buyer: Elena Gomez**

	NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (if applicable) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
1)	QUEST DIAGNOSTIC Attn: Paul Gross	EMAIL	Elena Gomez	12/08/14	1201 E Ridge Rd., Suite A McAllen Tx 78503 or 607 E. Sonterra Blvd Suite 306 San Antonio, TX 78258 phone +1.210.352.4821 fax +1.210.579.6746 mobile +1.210.823.8007 paul.j.gross@questdiagnostics.com
2)	Center for Disease Detection Mike Kossman **Mike.kossman@cddmedical.com**	EMAIL	Elena Gomez	12/08/14	11603 Crosswinds Way Suite 100 San Antonio, Texas 78233 888-858-8663 mike@cddmedical.com
3)	TTI ENVIRONMENTAL LABORATORIES Attn: Meera Neb, Ph.D. MBA	EMAIL	Elena Gomez	12/08/14	2117 Arlington Downs Rd Arlington, TX 76011 817-861-5322 o 817-261-1717 f 817-829-6135 (cell) meeraneb@ttilabs.com
4)	ANA-LAB CORPORATION Attn: Paul T. Baumgardner, Ph.D.	EMAIL	Elena Gomez	12/08/14	PO Box 145 Panhandle, TX 79068 806/353-7798 paul@ana-lab.com www.ana-lab.com
5)	MOBILEX U.S.A. Attn: Cindy Solomon, CRA, RT(R)	EMAIL	Elena Gomez	12/08/14	2700 Research Drive Suite 200 Plano, Texas 75074 800.843.9729 x3512 972.468.3512 Direct 972.468.3575 Fax Cindy.Solomon@mobilexusa.com
6)	XENCO LABORATORIES Attn: Kelly Steinberg	EMAIL	Elena Gomez	12/08/14	4143 Greenbriar Drive Stafford, TX 77477 281-638-1319 Cell kelly.steinberg@xenco.com
7)	BIG BLUE MEDICAL Attn: Jorge Tijerina	EMAIL	Elena Gomez	12/08/14	6248 Edgemere BLVD #434 El Paso, TX 79925 9152883090 8773059063 fax bigbluemedical@gmail.com
8)	LAB CORP Attn: JoAnne Thorne	EMAIL	Elena Gomez	12/08/14	240 Lindberg Ave. McAllen, Tx 78503 956-457-8404 cell 956-968-0222 office thornej@labcorp.com
9)	Maxor Correctional Pharmacy Svcs. Attn: Deleca Barnes	EMAIL	Elena Gomez	12/08/14	416 Mary Lindsay Polk, Ste 515 Franklin, TN 37067 Deleca.Barnes@MaxorCPS.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

AI -48122 **Purchasing Department** **21. F. 1.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Certificate of Construction Completion as submitted by Pro Tech Mechanical - Valley, LLC in connection with the Hidalgo County Facilities Management - "Replacement of a 160 ton Chiller for the Old Administration Building (100 E. Cano, Edinburg, TX" (PO#711021) with authority for Mr. Valde Guerra, Executive Officer, to sign document on behalf of Facilities Management and Hidalgo County Judge Ramon Garcia to execute the Certificate of Construction Completion.

BACKGROUND

Fiscal Impact

Attachments

Certificate of Construction Completion -Pro Tech Mechanical -Old Admin Chiller Replacement

---

Form Review

Inbox	**Reviewed By**	**Date**
Purchasing Department	Marty Salazar	01/16/2015 09:46 AM
Budget & Management	Veronica Ortiz	01/16/2015 09:47 AM
Auditor's Office	Monica Badillo	01/16/2015 06:31 PM

Form Started By: Moises Salazar Started On: 01/15/2015 09:14 AM

Final Approval Date: 01/16/2015

CERTIFICATE OF CONSTRUCTION COMPETION

THIS IS TO CERTIFY THAT ON 10th DAY OF October 2014 A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: June 25, 2014
OWNER: Hidalgo County Facilities Management
CONSTRUCTION CONTRACTOR: Pro Tech Mechanical – Valley, LLC
OF THE CITY OF Corpus Christi STATE OF Texas .

PROJECT DESCRIPTION

CONSTRUCTION OF "Replacement of a 160 ton Chiller for the Old Administration Building (100 E. Cano, Edinburg, TX .

CONTRACT NO: PO# 711021 / TIPS # 02042414
Located in or near the City/Precinct Of _____

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with applicable plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   None
2. That the sum of $0.00 , deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Amount of Original Contract	$113,573.83
Present Amount of Contract	$113,573.83
Total Amount of earned to Date	$113,573.83
Less: previous payments	$0.00
Balance	$113,573.83
Authorized deductions	$0.00
AMOUNTY OF FINAL PAYMENT	$113,573.83

Exhibit E-M

6. That the final payment in the amount of $113,573.83 is now due and payable.

Facilities Management Signature

CONCURRED BY:

Pro Tech Mechanical – Valley, LLC
Contractor's Name

By: Tim Bradshaw

Title: Account Representative

CONCURRED BY:

Hidalgo County

By: _____

Title: _____

Exhibit E-M

AI -48032 **Purchasing Department** **21. F. 2.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to award proposals received from Herrera and Hunt, Inc., awarded Job Order Contractor through County's participation with HCDE-Choice Facility Partners JOC contract No. JOC-09-040JC-07, for the following projects:

A. "Turnkey Installation of a Bullet Proof Window at JP Pct. 1 Pl. 1 -JP Saenz" in the amount of: $2,848.16. (2015-040-MSS).
B. "Turnkey Installation of a Bullet Proof Window W/Tray at JP Pct. 1 Pl. 2 -JP Morales" in the amount of: $5,260.32 (2015-040A-MSS).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1245-412-00-060-002-0-730

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

BUDGETARY IMPACT:

Funds available pending CC approval of AI-48020.

Attachments

H&H Proposal-Morales
H&H Proposal-Saenz

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	01/12/2015 09:46 AM
Budget & Management	Debbie Tamez	01/12/2015 11:43 AM
Glinda Pacheco	Glinda Pacheco	01/13/2015 04:03 PM
Auditor's Office	Monica Badillo	01/16/2015 06:30 PM
Form Started By: Moises Salazar		Started On: 01/09/2015 03:38 PM
Final Approval Date: 01/16/2015		

HERRERA & HUNT, INC.
PO BOX 49
ALAMO, TX 78516

CHOICE PARTNERS

JOC - 09-040JC-07

DELIVERY ORDER REQUEST

Client: HIDALGO COUNTY **Date:** 1/12/2015

Project: JP Office Bullet Proof Windows-JP Morales

Location: 1902 Joe Stephens, Weslaco, TX

Project Summary:	Installation of one (1) additional bullet proof window which requires wall window cutout, preparation of wall area, build new counter with plastic laminate, install non-ricochet tray and installation and final window/wall finish out work.
Order Calculation Criteria:	Facility & Commercial Renovation/Unit/Repairs & Remodeling McAllen / Year 2015

Averages based on quantity and unit prices from RS Means			$ 6,046.34
Competitive Bid Coefficient	0.87	X	
Choice Facilities			$ 5,260.32
Adjustments			
			$ 5,260.32
Permits & Fees (If any, otherwise $0.00)			$
			$ 5,260.32
Architectural & Engineering Fees			$
			$
			5,260.32
Payment Bond			$
			$
Delivery Order Request Quote			$ 5,260.32

Gilbert Herrera 1/12/15

Gilbert Herrera Date

Herrera & Hunt, Inc. - Choice Partners Contract # 09-040JC-07

RSMeans
FROM THE GORDIAN GROUP

Hidalgo County
1902 Joe Stephens
Weslaco, TX, 78596
Date: 07-Jan-15

Cost Estimate Report
RSMeans

Weslaco-Morales Window
Year 2015
Unit Detail Report

Prepared By:
Gilbert Herrera
Herrera and Hunt Inc

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200160	Field personnel, general purpose laborer, average	0.50	Week	$2,475.00	$1,237.50
013113200260	Field personnel, superintendent, average	0.50	Week	$3,450.00	$1,725.00
Division 01 General Requirements Subtotal					**$2,962.50**
Division 06 Wood, Plastics, and Composites					
061110109000	Beam and girder framing, minimum labor/equipment charge	1.00	Job	$181.04	$181.04
Division 06 Wood, Plastics, and Composites Subtotal					**$181.04**
Division 08 Openings					
084113200150	Tube framing, for window walls and storefronts, aluminum, stock, plain tube frame, mill finish, 1-3/4" x 4"	16.00	L.F.	$21.72	$347.52
088856102000	Laminated glass, bullet-resisting, 1-3/16" thick, to 15 SF	12.00	S.F.	$160.29	$1,923.48
Division 08 Openings Subtotal					**$2,271.00**
Division 09 Finishes					
090505309000	Walls and partitions demolition, minimum labor/equipment charge	1.00	Job	$71.09	$71.09
Division 09 Finishes Subtotal					**$71.09**
Division 11 Equipment					
112216135580	Bank equipment, safety deposit boxes, 10" x 15" opening, max	1.00	Opng.	$167.28	$167.28
Division 11 Equipment Subtotal					**$167.28**
Division 12 Furnishings					
123623132200	Countertops, built in place, plastic laminate, 25" wide	4.00	L.F.	$65.27	$261.08
123623139000	Countertops, minimum labor/equipment charge	1.00	Job	$132.35	$132.35
Division 12 Furnishings Subtotal					**$393.43**

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
	Subtotal				**$6,046.34**
	General Contractor's Markup on Subs		**0.00%**		**$0.00**
	Subtotal				**$6,046.34**
	General Conditions		**0.00%**		**$0.00**
	Subtotal				**$6,046.34**
	General Contractor's Overhead and Profit		**0.00%**		**$0.00**
	Grand Total				**$6,046.34**

RSMeans
FROM THE GORDIAN GROUP®

BULLET PROOF WINDOWS -JP MORALES

1902 Joe Stephens
Weslaco, TX, 78596
Date: 09-Jan-15

Cost Estimate Report
RSMeansOnline

FACILITIES MANAGEMENT -PRICE VERIF
Year 2015
Unit Detail Report

Prepared By:
Purchasing Department
Hidalgo County

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200160	Field personnel, general purpose laborer, average	0.50	Week	$2,475.00	$1,237.50
013113200260	Field personnel, superintendent, average	0.50	Week	$3,450.00	$1,725.00
Division 01 General Requirements Subtotal					**$2,962.50**
Division 06 Wood, Plastics, and Composites					
061110109000	Beam and girder framing, minimum labor/equipment charge	1.00	Job	$181.04	$181.04
Division 06 Wood, Plastics, and Composites Subtotal					**$181.04**
Division 08 Openings					
084113200150	Tube framing, for window walls and storefronts, aluminum, stock, plain tube frame, mill finish, 1-3/4" x 4"	16.00	L.F.	$21.72	$347.52
088856102000	Laminated glass, bullet-resisting, 1-3/16" thick, to 15 SF	12.00	S.F.	$160.29	$1,923.48
Division 08 Openings Subtotal					**$2,271.00**
Division 09 Finishes					
090505309000	Walls and partitions demolition, minimum labor/equipment charge	1.00	Job	$71.09	$71.09
Division 09 Finishes Subtotal					**$71.09**
Division 11 Equipment					
112216135580	Bank equipment, safety deposit boxes, 10" x 15" opening, max	1.00	Opng.	$167.28	$167.28
Division 11 Equipment Subtotal					**$167.28**
Division 12 Furnishings					
123623132200	Countertops, built in place, plastic laminate, 25" wide	4.00	L.F.	$65.27	$261.08
123623139000	Countertops, minimum labor/equipment charge	1.00	Job	$132.35	$132.35
Division 12 Furnishings Subtotal					**$393.43**

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Subtotal					**$6,046.34**
General Contractor's Markup on Subs			**0.00%**		**$0.00**
Subtotal					**$6,046.34**
General Conditions			**0.00%**		**$0.00**
Subtotal					**$6,046.34**
General Contractor's Overhead and Profit			**0.00%**		**$0.00**
Grand Total					**$6,046.34**

HERRERA & HUNT, INC.
PO BOX 49
ALAMO, TX 78516

CHOICE PARTNERS

JOC - 09-040JC-07

DELIVERY ORDER REQUEST

Client: HIDALGO COUNTY **Date:** 1/12/2015

Project: JP Office Bullet Proof Windows-JP Saenz

Location: 1902 Joe Stephens, Weslaco, TX

Project Summary:	Installation of one (1) bullet proof window (window only-no tray/mic), window cutout and other necessary installation preparation work was performed on previous PO for other windows installed in office.

Order Calculation Criteria: Facility & Commercial Renovation/Unit/Repairs & Remodeling
McAllen / Year 2015

Averages based on quantity and unit prices from RS Means			$ 3,273.75
Competitive Bid Coefficient	0.87	X	
Choice Facilities			$ 2,848.16
Adjustments			
			$ 2,848.16
Permits & Fees (If any, otherwise $0.00)			$
			$ 2,848.16
Architectural & Engineering Fees			$
			$
			2,848.16
Payment Bond			$
			$
Delivery Order Request Quote			$ 2,848.16

Gilbert Herrera 1/12/15
Gilbert Herrera Date
Herrera & Hunt, Inc. - Choice Partners Contract # 09-040JC-07

RSMeans
FROM THE GORDIAN GROUP

Hidalgo County
1902 Joe Stephens
Weslaco, TX, 78596
Date: 07-Jan-15

Cost Estimate Report
RSMeans

Weslaco-Saenz Window
Year 2015
Unit Detail Report

Prepared By:
Gilbert Herrera
Herrera and Hunt Inc

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200160	Field personnel, general purpose laborer, average	0.20	Week	$2,475.00	$495.00
013113200260	Field personnel, superintendent, average	0.20	Week	$3,450.00	$690.00
Division 01 General Requirements Subtotal					**$1,185.00**
Division 08 Openings					
084113202000	Tube framing, for window walls and storefronts, aluminum, stock, flush tube frame, mill finish, for insulated glass with thermal break, 2" x 4-1/2", open header	12.00	L.F.	$27.13	$325.56
088856102000	Laminated glass, bullet-resisting, 1-3/16" thick, to 15 SF	11.00	S.F.	$160.29	$1,763.19
Division 08 Openings Subtotal					**$2,088.75**
Subtotal					**$3,273.75**
General Contractor's Markup on Subs			**0.00%**		**$0.00**
Subtotal					**$3,273.75**
General Conditions			**0.00%**		**$0.00**
Subtotal					**$3,273.75**
General Contractor's Overhead and Profit			**0.00%**		**$0.00**
Grand Total					**$3,273.75**

RSMeans
FROM THE GORDIAN GROUP

BULLET PROOF WINDOWS -JP SAENZ

1902 Joe Stephens
Weslaco, TX, 78596
Date: 09-Jan-15

Cost Estimate Report
RSMeans

FACILITIES MANAGEMENT -PRICE VERIF
Year 2015
Unit Detail Report

Prepared By:
Purchasing Department
Hidalgo County

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200160	Field personnel, general purpose laborer, average	0.20	Week	$2,475.00	$495.00
013113200260	Field personnel, superintendent, average	0.20	Week	$3,450.00	$690.00
Division 01 General Requirements Subtotal					**$1,185.00**
Division 08 Openings					
084113202000	Tube framing, for window walls and storefronts, aluminum, stock, flush tube frame, mill finish, for insulated glass with thermal break, 2" x 4-1/2", open header	12.00	L.F.	$27.13	$325.56
088856102000	Laminated glass, bullet-resisting, 1-3/16" thick, to 15 SF	11.00	S.F.	$160.29	$1,763.19
Division 08 Openings Subtotal					**$2,088.75**
Subtotal					**$3,273.75**
General Contractor's Markup on Subs			**0.00%**		**$0.00**
Subtotal					**$3,273.75**
General Conditions			**0.00%**		**$0.00**
Subtotal					**$3,273.75**
General Contractor's Overhead and Profit			**0.00%**		**$0.00**
Grand Total					**$3,273.75**

AI -48030 **Purchasing Department** **21. G. 1.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted By: Yvette Islas,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting acceptance and approval to execute a Professional Engineer agreement # C-CAP-14-397-10-28 for the provision of construction materials testing services for Pct No. 1 Border Colonia Round III with Millennium Engineers Group, Inc. as authorized and approved for negotiations by CC on 10/28/14.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1312-431-00-121-314-0-339

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

BUDGETARY IMPACT:

Funds available as of 1/14/15.

FISCAL YEAR: 2015 **ACCT. #:** 5-1312-431-00-121-422-0-339

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

BUDGETARY IMPACT:

Funds available as of 1/14/15.

Attachments

pct 1 draft cmt meg
legal ok of agmrnt

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	01/12/2015 09:47 AM
Budget & Management	Debbie Tamez	01/12/2015 11:27 AM
Glinda Pacheco	Glinda Pacheco	01/14/2015 09:40 AM
Auditor's Office	Monica Badillo	01/16/2015 06:30 PM
Form Started By: Yvette Islas		Started On: 01/09/2015 03:07 PM

Final Approval Date: 01/16/2015

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-CAP-14- 397-10-28

THIS AGREEMENT is made effective the ___ day of _____, 20____ by and between **HIDALGO COUNTY, TEXAS,** ("County") and **Millennium Engineers Group, Inc.** a Texas Corporation ("Laboratory").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing construction materials testing (the "Services") for its Colonia Access Program Pct No. 1 projects;

WHEREAS, the County has determined that the services of a professional laboratory company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254 (the "Texas Professional Services Procurement Act"), the County requested proposals from a professional laboratory to assist the County by providing the Services;

WHEREAS, County has selected the Laboratory to provide the Services within Hidalgo County Precinct No. 1, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

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

1. **Scope of Services.** The County will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by County." Laboratory agrees to provide to County with the work described in Exhibit "B", "Services to be Performed by the Laboratory."

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

3. Term. This Agreement becomes effective when fully executed by both parties and will terminate one (1) year from the date of execution or unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D."

4. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 24 herein.

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

6. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement

Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit "C," "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

7. Reporting. The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

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

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction

or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Laboratory to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Laboratory. The sixty-day notice may be waived as agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. Progress and Coordination. The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Laboratory's services and work.

At the request of the County or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Laboratory's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time periods; this disclosure will be accompanied by a statement by the Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. Independent Contractor. Laboratory must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. Subcontracting and Assignment. The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by written contract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

13. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

14. Insurance. Laboratory agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

15. Payment of Franchise Tax. The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. No Assignment. Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

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

18. Termination by County. If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

19. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

21. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement

of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to County:	County of Hidalgo Attention: Ramon Garcia, County Judge 302 West University Drive Edinburg, Texas 78539
If to Laboratory:	Millennium Engineers Group, Inc. Attn: Mr. Raul Palma, P.E. President 5804 N. Gumwood 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 addresses or, if mailed at such time as it is deposited in the United States mail.

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

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

27. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

28. Authority. The execution and performance of this Agreement by County and Laboratory have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Laboratory in accordance with its terms.

29. Professional Seal. All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

LABORATORY:

Millennium Engineers Group, Inc.

By: _____

Printed Name _____

Title: _____

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on _____

APPROVED AS TO FORM:
Atlas, Hall, & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Laboratory
EXHIBIT C	-Laboratory's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT "A"

SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE LABORATORY

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for: Hidalgo County Precinct No.3 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
3) Provide environmental studies as may be necessary to complete a project.
4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement condition studies.
7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

C. Construction/Maintenance Phase:

1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
2) Consult and advise with the OWNER during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the OWNER and/or project design Laboratory.
5) Furnish the OWNER all necessary reports for construction and maintenance projects.
6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

EXHIBIT "C"

LABORATORY'S RATES

EXHIBIT "C"
LABORATORY'S CONTRACT FEE SCHEDULE

For the services to be provided by the Laboratory the charge will be on the basis of the units and unit fee rates established in this schedule of tests, staff personnel services and additional services. The overtime premium, required by the Fair Labor Standards Act for nonexempt classifications, will be charged for overtime hours worked because of the County's requirements and its authorization. However, except for the overtime premium, the maximum charges shall not exceed the rates shown in this schedule.

Soils and Aggregate Section

Material Preparation Time (per hour)	$45.00
Atterberg Limits (each test)	70.00
Sieve Analysis	
Dry through No. 40 (each test)	55.00
Additional Sieves (each sieve)	12.00
Percent Passing No. 200 Sieve (each test)	45.00
Moisture Density Relationship	
Standard Proctor (each test)	200.00
Modified Proctor (each test)	215.00
TxDOT Proctor (each test)	215.00
Nuclear Density Test (In conjunction with Inspection)	
Nuclear Density Test (each test)	22.00
Depth Test (each test)	6.00
Wet Ball Mill (each test)	210.00
Determination of Optimum Lime Content	
PI Method – (each test)	275.00
Tex 121-E - (each test)	275.00
PH Method - (each test)	275.00
Additional Points (each point)	75.00
California Bearing Ratio (each test)	750.00
Additional Specimens (each specimen)	175.00
Small Moisture Content of Aggregates and Base (each test)	13.00
Large Moisture Content of Aggregates and Base (each test)	35.00
Linear Shrinkage (each test)	85.00
pH (each test)	80.00
Resistivity of Soils (each test)	90.00
Specific Gravity (each test)	75.00
Unit Weight (each test)	45.00
Soundness (each test)	500.00
Sulfate Content (each test)	80.00
Hydrometer (each test)	275.00

Bituminous Section

Material Preparation Time (per hour)	$50.00
Sieve Analysis for Fine and Coarse Aggregate (Tex 200-F or ASTM)	
Dry (each test)	55.00
Additional Sieves (each sieve)	12.00
Sand Equivalent (each test)	75.00
Extraction & Gradation, Percent Asphalt (each test)	250.00
Asphalt Cores (each core)	60.00
Asphalt Core Density (each core)	40.00
Thickness of Cores (each core)	15.00
Theoretical Maximum Specific Gravity (each test)	60.00
Lab Density (each test)	65.00
Effect of Water on Bituminous Paving Mixtures (each test)	75.00
Hveem Stability (each test)	105.00
Coring Rig (per day)	95.00
Asphaltic Concrete Design and Other Services	By Quote
Percent Passing No. 200 Sieve (per test)	45.00
Molding Specimens (per set)	60.00

Concrete Section

Material Preparation Time (per hour)	$50.00
Slump Test (In conjunction with Inspection)	
Slump Test (each test)	20.00
Air Content of Fresh Concrete (In conjunction with Inspection)	
Pressure (each test)	25.00
Volumetric (each test)	35.00
Concrete Cylinder Compressive Strength Test (each cylinder)	16.00
Strip & Hold Cylinder (each cylinder)	15.00
Concrete Beam Flexure Strength Test	
6x6x22 (each beam)	40.00
Strip & Hold Beam (each beam)	15.00
Concrete Cores By Circumference Area (Min. 100 sq. in.)	2.00/sq. in.
Sawing of Concrete Cylinders or Cores (per end, per core)	25.00
Thickness of Cores (each core)	15.00
Coring Rig (per day)	95.00
Portland Cement Concrete Design or other services	By Quote

Masonry Section

Material Preparation Time (per hour)	$54.00
Grout Prism (each prism)	24.00
Mortar Prism (each prism)	24.00

Soil Exploration and Geotechnical Services

Drilled Borings	
In Soil, 0 – 50 feet (per foot)	$19.00
In Soil, 50 – 100 feet (per foot)	22.50
In Rock	By Quote
Non-Conventional Drilling	By Quote
Standard Penetration Test (each test)	12.00
Texas Cone Penetration Test (each test)	20.00
Shelby Tube Sampling (each test)	20.00
Mobilization and Demobilization - In Rio Grande Valley (each trip)	350.00
Mobilization and Demobilization - Outside Rio Grande Valley (each mile)	3.50/mile
Mobilization of Non-Conventional Drilling Equipment	By Quote
Trip Charge For Logger (each mile)	0.80
Standby Time, Rig plus 2 man crew (per hour)	200.00
Well Installation	By Quote
Technician To Log Soil Test Boring (per hour)	54.00
Field Coordination	
Field Engineer (per hour)	115.00
Utility Clearance (per hour)	70.00
Flagman (per hour)	45.00
Per Diem (If required)	Cost + 15%
Unconfined Compression (each test)	45.00
Moisture Content (each test)	13.00
Grout Backfill (per foot)	5.00
Dozer/Clearing	Cost + 15%
Asphalt Pavement Coring (each core)	100.00
Concrete/Asphalt Patch (per location)	75.00

Technician Services

Soil Engineering Technician (per hour) (Min. 2 Hrs)	$45.00
Concrete Engineering Technician (per hour) (Min. 2 Hrs)	50.00
Asphalt Engineering Technician (per hour) (Min. 2 Hrs)	50.00
Masonry Engineering Technician (per hour) (Min. 2 Hrs)	54.00
Senior Engineering Technician (per hour)	54.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 2 Hrs)	
Construction Inspection Engineering Technician Time (per hour)	54.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 2 Hrs)	
Engineering Specialist (per hour)	70.00
Pier Inspection, Pile Load Inspections, Etc. (Min. 2 Hrs)	
Certified Welding Inspector (per hour) (Min. 4 Hrs)	90.00

Other Services

Vehicle Trip Charge (per trip) (within 25 miles of office).....	$37.00
Vehicle Trip Charge (per mile) (beyond 25 miles of office).....	0.80
Other Testing Not Specified (Option 1)	Cost + 15%
Other Testing Not Specified (Option 2) (per hour).....	54.00
Other Services, Outside Services or Supplies.....	Cost + 15%
Test Reports (each report).....	30.00
Clerical/Administrative (per hour).....	50.00
Fax (per page).....	1.00
Photocopies	
8 ½" x 11" (per page).....	0.12
8 ½" x 14" (per page).....	0.15
11" x 17" (per page).....	0.20
Additional Insured (per request).....	200.00

Professional Services

Principal Engineer (per hour).....	$145.00
Project Engineer (per hour).....	115.00
Staff Engineer (per hour).....	100.00

Project Management and Coordination of Services Provided

Applied to each invoice of net services provided	
Project Management (per hour).....	$70.00

BASIC SERVICES AGREEMENT

MEG will charge overtime at the rate of 1.5 applicable for technicians for services performed before 7 AM and after 6 PM on Monday through Friday, after 8 continuous hours on the Client's project and on Saturday, Sunday and holidays.

Hours billed will be from our office at 5804 N. Gumwood, Pharr, Texas, port to port. Fractions of hours will be billed as whole hours. Technician hours will be billed a minimum of 2 hours.

Laboratory testing performed after normal work hours of 7 AM to 6 PM on Monday through Friday will be billed the test rate plus applicable overtime hourly charges.

Project management will be billed for report review, coordination and management of project personnel at a rate of one hour for every four reports.

EXHIBIT "D"

WORK AUTHORIZATION FORM

EXHIBIT "D"
HIDALGO COUNTY
Agreement #C-CAP-00-000-00-00
Work Authorization Form

WORK AUTHORIZATION NO. __

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner,**" and, Millennium Engineer Group, Inc.., hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide_____.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" - Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Laboratory** is identified in ***EXHIBIT "B" - Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Laboratory for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No._ Commissioner___ as to content and detail of this Work Authorization No.__.

HIDALGO COUNTY
COMMISSIONER PRECINCT No. __:
BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on ____(DATE)___ as indicated below and effective as of _____ day of _____, 20__.

THE LABORATORY:
Millennium Engineer Group, Inc.

_____

By: _____
Print Name

THE OWNER:
HIDALGO COUNTY

_____

By: Ramon Garcia, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

EXHIBIT "E"

SUPPLEMENTAL AGREEMENT FORM

EXHIBIT "E"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **Millennium Engineer Group, Inc.**, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the _____ day of _____ _____ 20__ concerning Laboratory for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____

_____

_____

_____

_____

_____

_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE LABORATORY:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT "F"

CERTIFICATES OF INSURANCE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

SCG R045

DATE (MM/DD/YYYY) 1/7/2015

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

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

PRODUCER	CONTACT NAME:	
SUPERIOR ACCESS INS SRVC INC/PHS 181840 P:(866) 467-8730 F:(888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	PHONE (A/C, No, Ext): (866) 467-8730	FAX (A/C, No): (888) 443-6112
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Hartford Underwriters Ins Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

MEG, INC.
PO BOX 4569
EDINBURG TX 78540

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE ☐ OCCUR ☐						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY ☐ PRO-JECT ☐ LOC ☐						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		72 WEC GY1880	10/16/2014	10/16/2015	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE- EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

Those usual to the Insured's Operations.

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

Mac Maillon

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ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/7/2015

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
Fenner & Esler
467 Kinderkamack Road
P. O. Box 60
Oradell NJ 07649-0060

CONTACT NAME: Joan Kosch
PHONE (A/C, No, Ext): (201) 262-1200 FAX (A/C, No): (201) 262-7810
E-MAIL ADDRESS: jkosch@fenner-esler.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Amer. Casualty Co./Reading, PA	20427
INSURER B: Continental Casualty Company	20443
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Millennium Engineers Group, Inc.
5804 N. Gumwood
Pharr TX 78577

CERTIFICATE NUMBER: MASTER 14-15 REVISION NUMBER:

COVERAGES

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			6011181339	11/22/2014	11/22/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			6011181387	11/22/2014	11/22/2015	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	PROFESSIONAL LIABILITY			MCH288364872	12/12/2014	12/12/2015	PER CLAIM LIMIT AGGREGATE LIMIT	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured - Certificate Holder as respects general liability where required by written contract.

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business 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

Timothy Esler/JEAN

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/12/2014

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 StateFarm 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	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
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 Y/N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☐ N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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 WILL HAVE WAIVER OF SUBROGATION IN THEIR FAVOR

CERTIFICATE HOLDER

HIDALGO COUNTY
2812 S BUSSINESS 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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EXHIBIT "A-1"

REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 18, 2013

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY** (Including all funding sources, programs, and entities)
Request for Qualifications (RFQ)-"***Professional Engineering Services-Construction Materials & Geo Technical Testing Pool***"
RFQ No.: 2014-004-12-11-SMA

Dear Respondent:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated out RFQ packet. Carefully read and review all instructions, requirements, specification and/or scope of work included in this packet

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"
RFQ NO: 2014-004-12-11-SMA

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Attachment A- Schedule of Services and Related Fees	4
5.	Exhibit B, Evaluation Criteria and Evaluation Form	2
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

November 18 , 2013
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

Acceptance Due Date: **December 11, 2013**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Sandra Montalvo, Buyer II
(956) 292-7000 Ext. 4865
sandra.montalvo@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Engineering Services-Construction Materials & Geo Technical Testing Pool", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. **One (1) original, seven (7) copies** of all qualifications and **two (2) CDs in PDF Format** are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ–2014-004-12-11-SMA-"HIDALGO COUNTY(Including all funding sources, programs, and entities) Professional Engineering Services-Construction Materials &Geo Technical Testing Pool",*** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, December 11, 2013.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) *Professional Engineering Services-Construction Materials & Geotechnical Testing Pool",***
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**December 11 , 2013**
Award of Contract:	2013
Commence Work or Deliver Products:	2013

16. HIDALGO COUNTY HOLIDAYS:

2014 YEAR	
New Year's Day	**01/01/14**
Martin Luther King Day	**01/20/14**
President's Day	**02/17/14**
Good Friday	**04/18/14**
Easter	**04/21/14**
Memorial Day	**05/26/14**
Independence Day	**07/04/14**
Labor Day	**09/01/14**
Veteran's Day	**11/11/14**
Thanksgiving Day	**11/27/14 and 11/28/14**
Christmas Day	**12/25/14 and 12/26/14**
New Year's Eve	**12/31/14**

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or
appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539CHidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards for Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a

qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
Professional Engineering Services
"Construction Materials & Geo Technical Testing Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period starting **February 9, 2014 and ending March 15, 2015**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of ***"PROFESSIONAL ENGINEERING SERVICE-CONSTRUCTION MATERIALS GEO TECHNICAL TESTING POOL" RFQ NO: 2014-004-12-11-SMA*** *Request* For Qualifications" as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, December 11, 2013.** **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION- I

GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of One (1) original, seven (7) copies, and two (2) CD's in PDF Format of RFQs should be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ No. , Project Name, Opening Date and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:

Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:

Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN Wednesday, December 04, 2013 at 5:00 p.m. Responses will be sent to all applicants by Friday, December 06, 2013. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:

In order to be considered, all submittals **must** be signed. **Please sign the original in *blue ink*.**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:

The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT (if applicable):

All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

SECTION II
RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will may result in disqualification of the submitted RFQ

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent understands of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway Material Production and Construction Inspection Testing
- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
- Roadway Construction Project located in Hidalgo County
- TxDot Certification

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in a appendix.** For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any current licenses and/or certifications as required by STATE OF TEXAS.

SCOPE OF SERVICES:

The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

a) Ability to perform Geotechnical Testing/ Investigation/ Drilling
b) Ability to perform Environmental Services
c) Ability to perform Soil Density Testing
d) Ability to perform Surveying and Sampling Soils
e) Ability to perform Materials Testing (Asphaltic and Concrete)
f) Ability to perform Material Testing and Laboratory Analysis
g) Ability to perform Hot Mix Plant Inspections and Testing
h) Ability to perform Transportation Foundation Studies
i) Ability to perform Building Foundation Studies
j) Ability to perform Professional Liability Insurance for $1 Million Dollars without limiting liability to Professional Fees
k) Average response time from your office to the job site

CONSTRUCTION MATERIALS & GEO TECHNICAL TESTING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

SECTION -III

SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system.

1. **STAFFING OF PROJECT TEAM**

   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**

   The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

   - Knowledge, experience, and the equipment to provide the anticipated services
   - Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**

   The statement of qualifications shall include the following:

   - demonstrate an understanding of the scope of services
   - address appropriate Federal/State/Local regulations and policies
   - identify information to be gathered or obtained

   ➢ Responsiveness to RFQ:
   - Response is Clear
   - Response is Well Organized
   - Easy to Evaluate
   - Appropriate to this RFQ.

Minimum Qualifications
The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc.

Preferred Qualifications
The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications
The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications
Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Construction Materials Testing Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court , Elected Official and/or the User Department in need of Construction Materials Testing Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) Attachment "A" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2014-004-12-11-SMA

This form is merely to be used as a guide for the used post ranking by commissioners' court only *Refer back to requirements page 8, negotiations process*

NO.	DESCRIPTION	UNIT COST
	PERSONNEL RATES	
01	Soils and Aggregate Technician	$ / Hour
02	Surveying and Sampling Soils for Highways	$ / Hour
03	Soils Technician- Density Testing, Radiation Safety Certified	$ /Hour
04	HMA Level 1-A Certified Technician	$ / Hour
05	HMA Level 1-B Certified Technician	$ / Hour
06	ACI Certified Field Grade I Technician A. Includes necessary concrete slump cone, rod, air meter, thermometer	$ / Hour
07	ACI Certified Field Grade II Technician	$ / Hour
08	Geotechnical Engineer, P.E.	$ / Hour
09	Geotechnical Engineer, E.I.T.	$ / Hour
10	Secretarial, Report Preparation and Reporting	$ / Hour
11	Logger (In Conjunction with Engineer)	$ / Hour
	TRAVEL EXPENSE	
12	Vehicle Fee Mileage (Applicable for all Trips)	$ / Mile
13	Mobilization for Truck Mounted Rig, Drill Crew & Support	$ / Mile
14	Mobilization non standard equipment (4x4 All Terrain Rig)	Cost + %
15	Barge Mobilization and Rental	Cost + %
	GEOTECHNICAL DRILLING AND ENGINEERING SERVICES	
16	Borings in Soil	$ / Foot
17	Borings in Soft Rock	$ / Foot
18	Rock Coring	$ / Foot
19	Standby Time (Drill Rig and Crew)	$ / Foot
20	Grout/ Bentonite Backfill	$ / Foot
21	Dozer/ Clearing Cost	Cost + %
22	Concrete/Asphalt Patch	$
23	Traffic Control/ Signs, Barricades, etc.	Cost + %
24	All Other Outside Expenses	Cost + %
NO.	**DESCRIPTION**	**UNIT COST**
	EQUIPMENT EXPENSE	
25	Laptop Computer Rental (w/ Printer)	$ /Day
26	Laptop Computer Rental (w/ Printer)	$ /Wk

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2014-004-12-11-SMA

27	Laptop Computer Rental (w/ Printer)	$	/Mo.
28	Concrete Beam Breaker	$	/Day
29	Concrete Beam Breaker	$	/Wk
30	Concrete Beam Breaker	$	/Mo.
31	Vacuum Extractor	$	/Mo.
32	Asphalt Thermometer (Provided w/ Technician)	NC	
33	Miscellaneous Expenses	Cost +	%
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**	
	SOILS SECTION		
Tex-100-E	Surveying and Sampling Soils for Highways	$	Hr
Tex-103-E	Determination of Moisture Content is Soil Material	$	Ea
Tex-104-E	Determination of Liquid Limit of Soils	$	Ea
Tex-105-E	Determination of Plastic Limit of Soils	$	Ea
Tex-106-E	Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E	$	Ea
Tex-107-E	Determination of Bar Linear Shrinkage of Soils	$	Ea
Tex-108-E	Determination of Specific Gravity of Soils	$	Ea
Tex-110-E	Part I Sieves thru 40	$	Ea
	Part II Sieves thru 200	$	Ea
	Additional Sieves	$	Ea
Tex-111-E	Minus 200 Sieve Analysis	$	Ea
Tex-113-E	Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand	$	Ea
Tex-116-E	Ball Mill Method for Determination of the Disintegration of Flexible Base Material	$	Ea
Tex-117-E	TRIAXIAL COMPRESSIVE TEST FOR Disturbed Soils and Base materials (Part I Standard Method)	$	Ea
	Disturbed Soils and Base Materials (Part II)	$	Ea
Tex-118-E	Triaxial Compression Test for Undisturbed Samples	$	Ea
Tex-128-E	Determination of Soil pH	$	Ea
Tex-129-E	Method of Test for the Resistivity of Soils Material	$	Ea
	HOT MIX SECTION		
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates (Dry)	$	Ea
	Sieve Analysis of Fine and Coarse Aggregates (Wet)	$	Ea.
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate	$	Ea
Tex-202-F	Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve	$	Ea
Tex-203-F	Sand Equivalent Test	$	Ea.

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2014-004-12-11-SMA

TEX METHOD	TEST DESCRIPTION	UNIT COST
Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	$ Ea
Tex-206-F	Method of Compacting Test Specimens of Bituminous Mixtures	$ Set
Tex-207-F	Determination of Density of Compacted Bituminous Mixtures	$ Ea
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	$ Set
Tex-210-F	Determination of Asphalt Content of Bituminous Mixtures by Extraction	$ Ea
Tex-212-F	Determination of Moisture Content of Bituminous Mixtures Part II	$ Ea
Tex-217-F	Determination of Deleterious Material and Decantation	$ Ea
	Test for Coarse Aggregate	$ Ea
Tex-224-F	Determination of Falkiness index	$ Ea
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	$ Ea
	CONCRETE SECTION	
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate (Dry)	$ Ea
	Sieve Analysis of Fine and Coarse Aggregate (Wet)	$ Ea
Tex-402-A	Fineness Modulus of Fine Aggregate (In Conjunction with 401-A)	$ Ea
Tex-403-A	Saturated Surface Dry Specific Gravity and Absorption of Aggregates	$ Ea
Tex-404-A	Determination of Unit Mass (Weight) of Aggregates	$ Ea
Tex-405-A	Determination of Percent Solids and Voids in Concrete Aggregate	$ Ea
Tex-406-A	Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	$ Ea
Tex-407-A	Method For Sampling Freshly Mixed Concrete (included in hourly technician rate)	$ Ea
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete	$ Ea
Tex-409-A	Free Moisture and Water Absorption in Aggregate for Concrete	$ Ea
Tex-413-A	Determination of Deleterious Materials in Mineral Aggregate	$ Ea
Tex-415-A	Slump of Portland Cement Concrete (Included in hourly technician rate)	N/C
Tex-416-A	Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate)	N/C
Tex-420-A	Flexural Strength of Concrete (Using Simple Beam Center Point Loading)	$ Ea
Tex-447-A	Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates)	$ Ea
Tex-448-A	Flexural Strength of Concrete (Using Sample Beam Third Point Loading)	$ Ea

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2014-004-12-11-SMA

Tex-460-A	Determination of Crushed Face Particle Count	$ Ea
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**
ASPHALT SECTION		
Tex-530-C	Effect of Water on Bituminous Paving Mixtures	$ Ea
Tex-531-C	Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens	$ Ea
other section	Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.)	

SAMPLE

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM-- (25) points

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points)

The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20 points)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25 points)

The statement of qualifications shall include the following:

- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

➢ Responsiveness to RFQ:
  - Response is Clear
  - Response is Well Organized
  - Easy to Evaluate
  - Appropriate to this RFQ

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10 points)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	
➢ A list of various projects for comparative purposes	5	
Comments/Rationale for points:	**TOTAL**	
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	
Comments/Rationale for points:	**TOTAL**	
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	
Comments/Rationale for points:	**TOTAL**	
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	
Comments/Rationale for points:	**TOTAL**	
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	**5**	
Comments/Rationale for points:	**TOTAL**	
	TOTAL SCORE:	

Project Name:: _____

Department::_____

Firm/Participant:Name:_____

Evaluator:_____ Date:_____

EXHIBIT C

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					UDUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____

2. Bonds: _____

3. Certificates: _____

4. Permits: _____

5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required <u>must be presented</u> as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20_____

Notary Public_____

My commission expires:_____, 20_____.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:_____Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): **Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: □Yes □ No

If yes, by whom?: □ Texas Building & Procurement Commission □ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: □ Yes □ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): □ Texas Building & Procurement Commission □Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): □ Texas Building & Procurement Commission □Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): □ Texas Building & Procurement Commission □Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

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

Request for Taxpayer Identification Number and Certification

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

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

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

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

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response. .

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Attachment "A" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) original, seven (7) copies and two (2) CD's in PDF format containing a complete copy of Response.

_____ _____

Signature Date

Zimbra **yvette.salinas@co.hidalgo.tx.us**

RE: pct 2 bcap cmt draft agrmnt

From : Steve Crain <scrain@atlashall.com> Fri, Jan 09, 2015 03:48 PM

Subject : RE: pct 2 bcap cmt draft agrmnt

To : 'Yvette Salinas' <yvette.salinas@co.hidalgo.tx.us>

The contract is fine except the auto insurance terminates this month.

-----Original Message-----
From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Friday, January 09, 2015 3:25 PM
To: Steve Crain
Subject: pct 2 bcap cmt draft agrmnt

Please review attached.

Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

AI -48031 **Purchasing Department** **21. H. 1.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted By: Yvette Islas,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting acceptance and approval to execute a Professional Engineer agreement # C-CAP-14-401-10-28 for the provision of construction materials testing services for Pct No. 2 Border Colonia Round III with Millennium Engineers Group, Inc. as authorized and approved for negotiations by CC on 10/28/14

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1312-431-00-122-411-0-339

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

BUDGETARY IMPACT:

Funds available as of 1/14/15.

Attachments

draft cmt pct 2 meg

legal ok of agrmnt

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	01/12/2015 09:47 AM
Budget & Management	Debbie Tamez	01/12/2015 11:28 AM
Glinda Pacheco	Glinda Pacheco	01/14/2015 09:42 AM
Auditor's Office	Monica Badillo	01/16/2015 06:30 PM
Form Started By: Yvette Islas		Started On: 01/09/2015 03:23 PM
Final Approval Date: 01/16/2015		

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-CAP-14- 401-10-28

THIS AGREEMENT is made effective the ___ day of _____, 20____ by and between **HIDALGO COUNTY, TEXAS,** ("County") and **Millennium Engineers Group, Inc.** a Texas Corporation ("Laboratory").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing construction materials testing (the "Services") for its Colonia Access Program Pct No. 2 projects;

WHEREAS, the County has determined that the services of a professional laboratory company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254 (the "Texas Professional Services Procurement Act"), the County requested proposals from a professional laboratory to assist the County by providing the Services;

WHEREAS, County has selected the Laboratory to provide the Services within Hidalgo County Precinct No. 2, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

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

1. **Scope of Services.** The County will provide to Laboratory the services described in Exhibit "A" attached hereto and entitled "Services to be Performed by County." Laboratory agrees to provide to County with the work described in Exhibit "B", "Services to be Performed by the Laboratory."

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

3. Term. This Agreement becomes effective when fully executed by both parties and will terminate one (1) year from the date of execution or unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D."

4. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 24 herein.

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

6. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement

Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for the additional work at the same rate of pay established in Exhibit "C," "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

7. Reporting. The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

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

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

8. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction

or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

9. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Laboratory to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Laboratory. The sixty-day notice may be waived as agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

10. Progress and Coordination. The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Laboratory's services and work.

At the request of the County or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Laboratory's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within established time periods; this disclosure will be accompanied by a statement by the Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

11. Independent Contractor. Laboratory must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

12. Subcontracting and Assignment. The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by written contract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

13. Voluntary Termination. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Laboratory.

14. Insurance. Laboratory agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

15. Payment of Franchise Tax. The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

16. No Assignment. Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

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

18. Termination by County. If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

19. No Waiver. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

21. Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

23. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement

of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to County:	County of Hidalgo Attention: Ramon Garcia, County Judge 302 West University Drive Edinburg, Texas 78539
If to Laboratory:	Millennium Engineers Group, Inc. Attn: Mr. Raul Palma, P.E. President 5804 N. Gumwood 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 addresses or, if mailed at such time as it is deposited in the United States mail.

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

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

27. Gender. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

28. Authority. The execution and performance of this Agreement by County and Laboratory have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Laboratory in accordance with its terms.

29. Professional Seal. All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Ramon Garcia, County Judge

LABORATORY:

Millennium Engineers Group, Inc.

By: _____

Printed Name _____

Title: _____

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on _____

APPROVED AS TO FORM:
Atlas, Hall, & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Laboratory
EXHIBIT C	-Laboratory's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT "A"

SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE LABORATORY

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for: Hidalgo County Precinct No.3 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
3) Provide environmental studies as may be necessary to complete a project.
4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement condition studies.
7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

C. Construction/Maintenance Phase:

1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
2) Consult and advise with the OWNER during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the OWNER and/or project design Laboratory.
5) Furnish the OWNER all necessary reports for construction and maintenance projects.
6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

EXHIBIT "C"

LABORATORY'S RATES

EXHIBIT "C"
LABORATORY'S CONTRACT FEE SCHEDULE

For the services to be provided by the Laboratory the charge will be on the basis of the units and unit fee rates established in this schedule of tests, staff personnel services and additional services. The overtime premium, required by the Fair Labor Standards Act for nonexempt classifications, will be charged for overtime hours worked because of the County's requirements and its authorization. However, except for the overtime premium, the maximum charges shall not exceed the rates shown in this schedule.

Soils and Aggregate Section

Material Preparation Time (per hour)	$45.00
Atterberg Limits (each test)	70.00
Sieve Analysis	
Dry through No. 40 (each test)	55.00
Additional Sieves (each sieve)	12.00
Percent Passing No. 200 Sieve (each test)	45.00
Moisture Density Relationship	
Standard Proctor (each test)	200.00
Modified Proctor (each test)	215.00
TxDOT Proctor (each test)	215.00
Nuclear Density Test (In conjunction with Inspection)	
Nuclear Density Test (each test)	22.00
Depth Test (each test)	6.00
Wet Ball Mill (each test)	210.00
Determination of Optimum Lime Content	
PI Method – (each test)	275.00
Tex 121-E - (each test)	275.00
PH Method - (each test)	275.00
Additional Points (each point)	75.00
California Bearing Ratio (each test)	750.00
Additional Specimens (each specimen)	175.00
Small Moisture Content of Aggregates and Base (each test)	13.00
Large Moisture Content of Aggregates and Base (each test)	35.00
Linear Shrinkage (each test)	85.00
pH (each test)	80.00
Resistivity of Soils (each test)	90.00
Specific Gravity (each test)	75.00
Unit Weight (each test)	45.00
Soundness (each test)	500.00
Sulfate Content (each test)	80.00
Hydrometer (each test)	275.00

Bituminous Section

Material Preparation Time (per hour)	$50.00
Sieve Analysis for Fine and Coarse Aggregate (Tex 200-F or ASTM)	
Dry (each test)	55.00
Additional Sieves (each sieve)	12.00
Sand Equivalent (each test)	75.00
Extraction & Gradation, Percent Asphalt (each test)	250.00
Asphalt Cores (each core)	60.00
Asphalt Core Density (each core)	40.00
Thickness of Cores (each core)	15.00
Theoretical Maximum Specific Gravity (each test)	60.00
Lab Density (each test)	65.00
Effect of Water on Bituminous Paving Mixtures (each test)	75.00
Hveem Stability (each test)	105.00
Coring Rig (per day)	95.00
Asphaltic Concrete Design and Other Services	By Quote
Percent Passing No. 200 Sieve (per test)	45.00
Molding Specimens (per set)	60.00

Concrete Section

Material Preparation Time (per hour)	$50.00
Slump Test (In conjunction with Inspection)	
Slump Test (each test)	20.00
Air Content of Fresh Concrete (In conjunction with Inspection)	
Pressure (each test)	25.00
Volumetric (each test)	35.00
Concrete Cylinder Compressive Strength Test (each cylinder)	16.00
Strip & Hold Cylinder (each cylinder)	15.00
Concrete Beam Flexure Strength Test	
6x6x22 (each beam)	40.00
Strip & Hold Beam (each beam)	15.00
Concrete Cores By Circumference Area (Min. 100 sq. in.)	2.00/sq. in.
Sawing of Concrete Cylinders or Cores (per end, per core)	25.00
Thickness of Cores (each core)	15.00
Coring Rig (per day)	95.00
Portland Cement Concrete Design or other services	By Quote

Masonry Section

Material Preparation Time (per hour)	$54.00
Grout Prism (each prism)	24.00
Mortar Prism (each prism)	24.00

Soil Exploration and Geotechnical Services

Drilled Borings	
In Soil, 0 – 50 feet (per foot)	$19.00
In Soil, 50 – 100 feet (per foot)	22.50
In Rock	By Quote
Non-Conventional Drilling	By Quote
Standard Penetration Test (each test)	12.00
Texas Cone Penetration Test (each test)	20.00
Shelby Tube Sampling (each test)	20.00
Mobilization and Demobilization - In Rio Grande Valley (each trip)	350.00
Mobilization and Demobilization - Outside Rio Grande Valley (each mile)	3.50/mile
Mobilization of Non-Conventional Drilling Equipment	By Quote
Trip Charge For Logger (each mile)	0.80
Standby Time, Rig plus 2 man crew (per hour)	200.00
Well Installation	By Quote
Technician To Log Soil Test Boring (per hour)	54.00
Field Coordination	
Field Engineer (per hour)	115.00
Utility Clearance (per hour)	70.00
Flagman (per hour)	45.00
Per Diem (If required)	Cost + 15%
Unconfined Compression (each test)	45.00
Moisture Content (each test)	13.00
Grout Backfill (per foot)	5.00
Dozer/Clearing	Cost + 15%
Asphalt Pavement Coring (each core)	100.00
Concrete/Asphalt Patch (per location)	75.00

Technician Services

Soil Engineering Technician (per hour) (Min. 2 Hrs)	$45.00
Concrete Engineering Technician (per hour) (Min. 2 Hrs)	50.00
Asphalt Engineering Technician (per hour) (Min. 2 Hrs)	50.00
Masonry Engineering Technician (per hour) (Min. 2 Hrs)	54.00
Senior Engineering Technician (per hour)	54.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 2 Hrs)	
Construction Inspection Engineering Technician Time (per hour)	54.00
Plant Inspection, Reinforcing Steel Inspection, Etc. (Min. 2 Hrs)	
Engineering Specialist (per hour)	70.00
Pier Inspection, Pile Load Inspections, Etc. (Min. 2 Hrs)	
Certified Welding Inspector (per hour) (Min. 4 Hrs)	90.00

Other Services

Vehicle Trip Charge (per trip) (within 25 miles of office)	$37.00
Vehicle Trip Charge (per mile) (beyond 25 miles of office)	0.80
Other Testing Not Specified (Option 1)	Cost + 15%
Other Testing Not Specified (Option 2) (per hour)	54.00
Other Services, Outside Services or Supplies	Cost + 15%
Test Reports (each report)	30.00
Clerical/Administrative (per hour)	50.00
Fax (per page)	1.00
Photocopies	
8 ½" x 11" (per page)	0.12
8 ½" x 14" (per page)	0.15
11" x 17" (per page)	0.20
Additional Insured (per request)	200.00

Professional Services

Principal Engineer (per hour)	$145.00
Project Engineer (per hour)	115.00
Staff Engineer (per hour)	100.00

Project Management and Coordination of Services Provided

Applied to each invoice of net services provided	
Project Management (per hour)	$70.00

BASIC SERVICES AGREEMENT

MEG will charge overtime at the rate of 1.5 applicable for technicians for services performed before 7 AM and after 6 PM on Monday through Friday, after 8 continuous hours on the Client's project and on Saturday, Sunday and holidays.

Hours billed will be from our office at 5804 N. Gumwood, Pharr, Texas, port to port. Fractions of hours will be billed as whole hours. Technician hours will be billed a minimum of 2 hours.

Laboratory testing performed after normal work hours of 7 AM to 6 PM on Monday through Friday will be billed the test rate plus applicable overtime hourly charges.

Project management will be billed for report review, coordination and management of project personnel at a rate of one hour for every four reports.

EXHIBIT "D"

WORK AUTHORIZATION FORM

EXHIBIT "D"
HIDALGO COUNTY
Agreement #C-CAP-00-000-00-00
Work Authorization Form

WORK AUTHORIZATION NO. __

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, Millennium Engineer Group, Inc.., hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide_____.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" - Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Laboratory** is identified in ***EXHIBIT "B" - Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Laboratory for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No._ Commissioner___ as to content and detail of this Work Authorization No.__.

HIDALGO COUNTY
COMMISSIONER PRECINCT No. __:
BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on ____(DATE)___ as indicated below and effective as of _____ day of _____, 20__.

THE LABORATORY:
Millennium Engineer Group, Inc.

_____
By: _____
Print Name

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

EXHIBIT "E"

SUPPLEMENTAL AGREEMENT FORM

EXHIBIT "E"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **Millennium Engineer Group, Inc.**, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the _____ day of _____ _____ **20__** concerning Laboratory for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

_____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

I. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____

_____

_____

_____

_____

_____

_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE LABORATORY:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT "F"

CERTIFICATES OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/7/2015

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
Fenner & Esler
467 Kinderkamack Road
P. O. Box 60
Oradell NJ 07649-0060

CONTACT NAME: Joan Kosch
PHONE (A/C, No, Ext): (201) 262-1200 FAX (A/C, No): (201) 262-7810
E-MAIL ADDRESS: jkosch@fenner-esler.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Amer. Casualty Co./Reading, PA	20427
INSURER B: Continental Casualty Company	20443
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Millennium Engineers Group, Inc.
5804 N. Gumwood
Pharr TX 78577

COVERAGES CERTIFICATE NUMBER: MASTER 14-15 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			6011181339	11/22/2014	11/22/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			6011181387	11/22/2014	11/22/2015	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	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 STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	PROFESSIONAL LIABILITY			MCH288364872	12/12/2014	12/12/2015	PER CLAIM LIMIT AGGREGATE LIMIT	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured - Certificate Holder as respects general liability where required by written contract.

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business 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

Timothy Esler/JEAN

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/12/2014

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 StateFarm 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.T56B@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	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
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 Y/N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☐	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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 WILL HAVE WAIVER OF SUBROGATION IN THEIR FAVOR

CERTIFICATE HOLDER

HIDALGO COUNTY
2812 S BUSSINESS 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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EXHIBIT "A-1"

REQUEST FOR QUALIFICATIONS (RFQ) PROCUREMENT PACKET

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

November 18, 2013

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY** (Including all funding sources, programs, and entities)
Request for Qualifications (RFQ)-"***Professional Engineering Services-Construction Materials & Geo Technical Testing Pool***"
RFQ No.: 2014-004-12-11-SMA

Dear Respondent:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated out RFQ packet. Carefully read and review all instructions, requirements, specification and/or scope of work included in this packet

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"
RFQ NO: 2014-004-12-11-SMA

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Attachment A- Schedule of Services and Related Fees	4
5.	Exhibit B, Evaluation Criteria and Evaluation Form	2
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

November 18 , 2013
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

Acceptance Due Date: **December 11, 2013**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Sandra Montalvo, Buyer II
(956) 292-7000 Ext. 4865
sandra.montalvo@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Engineering Services-Construction Materials & Geo Technical Testing Pool", in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. **One (1) original, seven (7) copies** of all qualifications and **two (2) CDs in PDF Format** are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ–2014-004-12-11-SMA-"HIDALGO COUNTY(Including all funding sources, programs, and entities) Professional Engineering Services-Construction Materials &Geo Technical Testing Pool",*** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, December 11, 2013.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) *Professional Engineering Services-Construction Materials & Geotechnical Testing Pool",***
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**December 11 , 2013**
Award of Contract:	2013
Commence Work or Deliver Products:	2013

16. HIDALGO COUNTY HOLIDAYS:

2014 YEAR	
New Year's Day	**01/01/14**
Martin Luther King Day	**01/20/14**
President's Day	**02/17/14**
Good Friday	**04/18/14**
Easter	**04/21/14**
Memorial Day	**05/26/14**
Independence Day	**07/04/14**
Labor Day	**09/01/14**
Veteran's Day	**11/11/14**
Thanksgiving Day	**11/27/14 and 11/28/14**
Christmas Day	**12/25/14 and 12/26/14**
New Year's Eve	**12/31/14**

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or
appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539CHidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards for Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a

qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
Professional Engineering Services
"Construction Materials & Geo Technical Testing Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period starting **February 9, 2014 and ending March 15, 2015**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of ***"PROFESSIONAL ENGINEERING SERVICE-CONSTRUCTION MATERIALS GEO TECHNICAL TESTING POOL" RFQ NO: 2014-004-12-11-SMA*** *Request* For Qualifications" as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, December 11, 2013.** **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION- I

GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of One (1) original, seven (7) copies, and two (2) CD's in PDF Format of RFQs should be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ No. , Project Name, Opening Date and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:

Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:

Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN Wednesday, December 04, 2013 at 5:00 p.m. Responses will be sent to all applicants by Friday, December 06, 2013. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:

In order to be considered, all submittals **must** be signed. **Please sign the original in *blue ink*.**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:

The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT (if applicable):

All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

SECTION II
RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will may result in disqualification of the submitted RFQ

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent understands of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway Material Production and Construction Inspection Testing
- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
- Roadway Construction Project located in Hidalgo County
- TxDot Certification

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in a appendix.** For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any current licenses and/or certifications as required by STATE OF TEXAS.

SCOPE OF SERVICES:

The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

a) Ability to perform Geotechnical Testing/ Investigation/ Drilling
b) Ability to perform Environmental Services
c) Ability to perform Soil Density Testing
d) Ability to perform Surveying and Sampling Soils
e) Ability to perform Materials Testing (Asphaltic and Concrete)
f) Ability to perform Material Testing and Laboratory Analysis
g) Ability to perform Hot Mix Plant Inspections and Testing
h) Ability to perform Transportation Foundation Studies
i) Ability to perform Building Foundation Studies
j) Ability to perform Professional Liability Insurance for $1 Million Dollars without limiting liability to Professional Fees
k) Average response time from your office to the job site

CONSTRUCTION MATERIALS & GEO TECHNICAL TESTING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

SECTION -III

SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system.

1. **STAFFING OF PROJECT TEAM**

   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**

   The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

   - Knowledge, experience, and the equipment to provide the anticipated services
   - Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**

   The statement of qualifications shall include the following:

   - demonstrate an understanding of the scope of services
   - address appropriate Federal/State/Local regulations and policies
   - identify information to be gathered or obtained

   ➢ Responsiveness to RFQ:
   - Response is Clear
   - Response is Well Organized
   - Easy to Evaluate
   - Appropriate to this RFQ.

Minimum Qualifications
The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc.

Preferred Qualifications
The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications
The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications
Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Construction Materials Testing Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court , Elected Official and/or the User Department in need of Construction Materials Testing Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) Attachment "A" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2014-004-12-11-SMA

This form is merely to be used as a guide for the used post ranking by commissioners' court only *Refer back to requirements page 8, negotiations process*

NO.	DESCRIPTION	UNIT COST
	PERSONNEL RATES	
01	Soils and Aggregate Technician	$ / Hour
02	Surveying and Sampling Soils for Highways	$ / Hour
03	Soils Technician- Density Testing, Radiation Safety Certified	$ /Hour
04	HMA Level 1-A Certified Technician	$ / Hour
05	HMA Level 1-B Certified Technician	$ / Hour
06	ACI Certified Field Grade I Technician A. Includes necessary concrete slump cone, rod, air meter, thermometer	$ / Hour
07	ACI Certified Field Grade II Technician	$ / Hour
08	Geotechnical Engineer, P.E.	$ / Hour
09	Geotechnical Engineer, E.I.T.	$ / Hour
10	Secretarial, Report Preparation and Reporting	$ / Hour
11	Logger (In Conjunction with Engineer)	$ / Hour
	TRAVEL EXPENSE	
12	Vehicle Fee Mileage (Applicable for all Trips)	$ / Mile
13	Mobilization for Truck Mounted Rig, Drill Crew & Support	$ / Mile
14	Mobilization non standard equipment (4x4 All Terrain Rig)	Cost + %
15	Barge Mobilization and Rental	Cost + %
	GEOTECHNICAL DRILLING AND ENGINEERING SERVICES	
16	Borings in Soil	$ / Foot
17	Borings in Soft Rock	$ / Foot
18	Rock Coring	$ / Foot
19	Standby Time (Drill Rig and Crew)	$ / Foot
20	Grout/ Bentonite Backfill	$ / Foot
21	Dozer/ Clearing Cost	Cost + %
22	Concrete/Asphalt Patch	$
23	Traffic Control/ Signs, Barricades, etc.	Cost + %
24	All Other Outside Expenses	Cost + %
NO.	**DESCRIPTION**	**UNIT COST**
	EQUIPMENT EXPENSE	
25	Laptop Computer Rental (w/ Printer)	$ /Day
26	Laptop Computer Rental (w/ Printer)	$ /Wk

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2014-004-12-11-SMA

27	Laptop Computer Rental (w/ Printer)	$	/Mo.
28	Concrete Beam Breaker	$	/Day
29	Concrete Beam Breaker	$	/Wk
30	Concrete Beam Breaker	$	/Mo.
31	Vacuum Extractor	$	/Mo.
32	Asphalt Thermometer (Provided w/ Technician)	NC	
33	Miscellaneous Expenses	Cost +	%
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**	
	SOILS SECTION		
Tex-100-E	Surveying and Sampling Soils for Highways	$	Hr
Tex-103-E	Determination of Moisture Content is Soil Material	$	Ea
Tex-104-E	Determination of Liquid Limit of Soils	$	Ea
Tex-105-E	Determination of Plastic Limit of Soils	$	Ea
Tex-106-E	Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E	$	Ea
Tex-107-E	Determination of Bar Linear Shrinkage of Soils	$	Ea
Tex-108-E	Determination of Specific Gravity of Soils	$	Ea
Tex-110-E	Part I Sieves thru 40	$	Ea
	Part II Sieves thru 200	$	Ea
	Additional Sieves	$	Ea
Tex-111-E	Minus 200 Sieve Analysis	$	Ea
Tex-113-E	Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand	$	Ea
Tex-116-E	Ball Mill Method for Determination of the Disintegration of Flexible Base Material	$	Ea
Tex-117-E	TRIAXIAL COMPRESSIVE TEST FOR Disturbed Soils and Base materials (Part I Standard Method)	$	Ea
	Disturbed Soils and Base Materials (Part II)	$	Ea
Tex-118-E	Triaxial Compression Test for Undisturbed Samples	$	Ea
Tex-128-E	Determination of Soil pH	$	Ea
Tex-129-E	Method of Test for the Resistivity of Soils Material	$	Ea
	HOT MIX SECTION		
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates (Dry)	$	Ea
	Sieve Analysis of Fine and Coarse Aggregates (Wet)	$	Ea.
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate	$	Ea
Tex-202-F	Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve	$	Ea
Tex-203-F	Sand Equivalent Test	$	Ea.

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2014-004-12-11-SMA

TEX METHOD	TEST DESCRIPTION	UNIT COST
Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	$ Ea
Tex-206-F	Method of Compacting Test Specimens of Bituminous Mixtures	$ Set
Tex-207-F	Determination of Density of Compacted Bituminous Mixtures	$ Ea
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	$ Set
Tex-210-F	Determination of Asphalt Content of Bituminous Mixtures by Extraction	$ Ea
Tex-212-F	Determination of Moisture Content of Bituminous Mixtures Part II	$ Ea
Tex-217-F	Determination of Deleterious Material and Decantation	$ Ea
	Test for Coarse Aggregate	$ Ea
Tex-224-F	Determination of Falkiness index	$ Ea
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	$ Ea
	CONCRETE SECTION	
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate (Dry)	$ Ea
	Sieve Analysis of Fine and Coarse Aggregate (Wet)	$ Ea
Tex-402-A	Fineness Modulus of Fine Aggregate (In Conjunction with 401-A)	$ Ea
Tex-403-A	Saturated Surface Dry Specific Gravity and Absorption of Aggregates	$ Ea
Tex-404-A	Determination of Unit Mass (Weight) of Aggregates	$ Ea
Tex-405-A	Determination of Percent Solids and Voids in Concrete Aggregate	$ Ea
Tex-406-A	Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	$ Ea
Tex-407-A	Method For Sampling Freshly Mixed Concrete (included in hourly technician rate)	$ Ea
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete	$ Ea
Tex-409-A	Free Moisture and Water Absorption in Aggregate for Concrete	$ Ea
Tex-413-A	Determination of Deleterious Materials in Mineral Aggregate	$ Ea
Tex-415-A	Slump of Portland Cement Concrete (Included in hourly technician rate)	N/C
Tex-416-A	Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate)	N/C
Tex-420-A	Flexural Strength of Concrete (Using Simple Beam Center Point Loading)	$ Ea
Tex-447-A	Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates)	$ Ea
Tex-448-A	Flexural Strength of Concrete (Using Sample Beam Third Point Loading)	$ Ea

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2014-004-12-11-SMA

Tex-460-A	Determination of Crushed Face Particle Count	$ Ea
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**
ASPHALT SECTION		
Tex-530-C	Effect of Water on Bituminous Paving Mixtures	$ Ea
Tex-531-C	Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens	$ Ea
other section	Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.)	

SAMPLE

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM-- (25) points

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points)

The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20 points)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25 points)

The statement of qualifications shall include the following:

- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

➢ Responsiveness to RFQ:
  - Response is Clear
  - Response is Well Organized
  - Easy to Evaluate
  - Appropriate to this RFQ

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10 points)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services- Construction Materials Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	
➢ A list of various projects for comparative purposes	5	
Comments/Rationale for points:	**TOTAL**	
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	
Comments/Rationale for points:	**TOTAL**	
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	
Comments/Rationale for points:	**TOTAL**	
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	
Comments/Rationale for points:	**TOTAL**	
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	**5**	
Comments/Rationale for points:	**TOTAL**	
	TOTAL SCORE:	

Project Name:: _____

Department::_____

Firm/Participant:Name:_____

Evaluator:_____ Date:_____

EXHIBIT C

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers, Surveyors & Other Professional Services)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					UDUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____

2. Bonds: _____

3. Certificates: _____

4. Permits: _____

5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required <u>must be presented</u> as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20_____

Notary Public_____

My commission expires:_____, 20_____.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:_____Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): **Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: □Yes □ No

If yes, by whom?: □ Texas Building & Procurement Commission □ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: □ Yes □ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): □ Texas Building & Procurement Commission □Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): □ Texas Building & Procurement Commission □Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): □ Texas Building & Procurement Commission □Other_____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

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

Request for Taxpayer Identification Number and Certification

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

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

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

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

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–		–				

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Construction Materials & Geo Technical Testing Pool"

RFQ NO: 2014-004-12-11-SMA

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response. .

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Attachment "A" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) original, seven (7) copies and two (2) CD's in PDF format containing a complete copy of Response.

_____ _____

Signature Date

Zimbra **yvette.salinas@co.hidalgo.tx.us**

RE: cmt bcap agrmnt draft

From : Steve Crain <scrain@atlashall.com> Fri, Jan 09, 2015 03:53 PM

Subject : RE: cmt bcap agrmnt draft

To : 'Yvette Salinas' <yvette.salinas@co.hidalgo.tx.us>

Same comments as the other Millennium contract.

-----Original Message-----
From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Friday, January 09, 2015 3:15 PM
To: Steve Crain
Subject: cmt bcap agrmnt draft

Please review attached.

Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

From : Yvette Salinas <yvette.salinas@co.hidalgo.tx.us> Fri, Jan 09, 2015 03:15 PM

Subject : cmt bcap agrmnt draft 1 attachment

To : Steve Crain <scrain@atlashall.com>

Please review attached.

Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

DRAFT c.cap.14.397.10.28 meg cmt pct 1.pdf
3 MB

Zimbra **yvette.salinas@co.hidalgo.tx.us**

RE: pct 2 bcap cmt draft agrmnt

From : Steve Crain <scrain@atlashall.com> Fri, Jan 09, 2015 03:48 PM

Subject : RE: pct 2 bcap cmt draft agrmnt

To : 'Yvette Salinas' <yvette.salinas@co.hidalgo.tx.us>

The contract is fine except the auto insurance terminates this month.

-----Original Message-----
From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Friday, January 09, 2015 3:25 PM
To: Steve Crain
Subject: pct 2 bcap cmt draft agrmnt

Please review attached.

Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

AI -48088 **Purchasing Department** **21. I. 1.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted By: Yvette Islas,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Acceptance and approval to execute a Professional Engineer contract/agreement for the provision of general engineering services for Pct No. 3 for Border Colonia Round III with Javier Hinojosa Engineering as authorized and approved for negotiations by CC on 12/16/14.
B. Requesting approval of Work Authorization No. 1 for contract # C-CAP-14-424-12-16 with a proposed fee of $21,720.60 with Javier Hinojosa Engineering to provide Plans, Specifications and Estimate and Construction Inspection for Round 3 BCAP Project to Hidalgo County Precinct No. 3 for various Border Colonia Access Program Round III Projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 4-1312-431-00-123-310-0-334

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

BUDGETARY IMPACT:

$ 11,804.10

FISCAL YEAR: **ACCT. #:** 4-1312-431-00-123-311-0-334

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

BUDGETARY IMPACT:

$9,916.50

Attachments

wa1 14.424
legals contract ok
c-cap-14-424

Form Review

Inbox	Reviewed By	Date

Purchasing Department	Darlene Betancourt	01/14/2015 12:59 PM
Budget & Management	Veronica Ortiz	01/15/2015 10:26 AM
Glinda Pacheco	Veronica Ortiz	01/16/2015 08:40 AM
Auditor's Office	Monica Badillo	01/16/2015 06:31 PM

Form Started By: Yvette Islas Started On: 01/13/2015 03:21 PM

Final Approval Date: 01/16/2015

EXHIBIT "E"

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-CAP-14-424-12-16
Work Authorization Form

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, **Javier Hinojosa Engineering** professional engineers of **McAllen**, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Plans, Specifications and Estimate (PS&E) and Construction Inspection for Round 3 funded proposition 3 – Border Access Colonia Program Projects of Hidalgo County Precinct No. 3 as indicated in Attachment "A".

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $21,720.60. 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 Articles 5, 6, and 7 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. **3** Commissioner **Joe M. Flores** as to content and detail of this Work Authorization No. # **1**.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. **3**:

BY:_____
Commissioner Joe M. Flores

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 _____, 2015.

THE ENGINEER:
Javier Hinojosa Engineering

_____
By: Javier Hinojosa, P.E., Owner

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Service to be Provided by the Owner
EXHIBIT "B" - Services to be Provided by the Engineer
EXHIBIT "C" - Work Schedule
EXHIBIT "D1" - Fee Breakdown

ATTACHMENT "A" – Estimated Cost Proposal

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Project (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General

The Owner will provide to the Engineer the following:

1) Authorization to the Engineer to begin work.
2) Payment for work performed by the engineer.
3) Assistance to the Engieer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
4) Provide any available relevant data that may on file concerning the Project.
5) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
6) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
7) Advertise and award, as assisted and recommendation by the Engineer, construction Agreements for the PS&E developed by the Engineer.
8) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
9) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensation and pay the Agreements for work performed as identified in the approved monthly and final estimates.
10) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
11) Provide Engineer with Geotechnical Data of existing pavement thickness.

Exhibit "B"

Services to be Provided by Engineer

The work to be furnished by the Engineer shall consist of management and engineering services for improvements in Hidalgo County Colonias approved by the State of Texas under the Second Call of Proposition Two funding. The work shall be developed in accordance with the Owner, TXDOT, and applicable design standards and in a format acceptable to the owner, and reviewing agencies.

The Engineer shall render specific management and engineering services for the devel9opment of the Project and fulfillment of this Agreement as follows:

I. PRELIMINARY PHASE – GENERAL PROJECT MANGEMENT AND ADMINISTRATION

II. DESIGN PHASE – FINAL DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) FOR COLONIA ACCESS

III. CONSTRUTION PHASE – CONSTRUCTION MANGEMENT & SUPPORT & INSPECTIONS

I. PRELIMINARY PHASE SERVICES

GENERAL PROJECT MANGEMENT

Services for GENERAL PROJECT MANAGEMENT by the Engineer will include the following:

1. Project/Program Schedule. See Exhibit "C".

2. Coordination/Meetings. The Owner may require the Engineer to attend local public hearings, policy meetings and upon request attend Owner staff meetings. The Engineer shall assist the Owner, as requested, at meetings with the Texas Department of Transportation (TXDOT), or other necessary entities.

Planning & Assessment

The Engineer will provide the following:

1. Review, verify and gather data necessary to proceed with design of approved TXD OT Colonia Projects.

2. Perform interviews and each Precinct County Commissioner and staff to identify "present day" complaints, roadway and drainage histories and preliminary design information for the approved projects.

3. Obtain geotechnical data for pavement designs; determine subsurface conditions.
4. Develop pavement designs, including cost data, pavement material properties, and pavement drainage.

5. Identify preliminary alignments; develop typical sections.

6. Develop hydraulic design criteria in accordance with Hidalgo County/Local Municipal or TXDOT guidelines.

7. Verify FEMA FIRM zones and requirements.

8. Develop basic schematic layout of improvement to determine right of way requirements.

Environmental Document Preparation and Public Comment

Provide Owner assistance in gathering data necessary to complete the Environmental Review Record format established by Owner to satisfy TXDOT environmental requirements.

Right of Way Data

The Engineer shall provide utility and the right of way data for each approved individual project as follows:

Utility Coordination/Inventory

1) The Engineer will develop utility layout sheets from schematics and incorporate utility information; identify existing overhead and above ground utilities; identify all existing underground utilities; document all information on utility layout sheets; identify potential conflicts. The layout sheets will be reproducible drawings (11"x17") with the following information.

    a) Existing and/or propos3ed right of way lines
    b) Benchmark data
    c) Existing and proposed drainage system(s)
    d) Location and size of utility (plan/profile view)
    e) Limits of existing casing pipe
    f) Name of the owner/company

2) The Engineer will coordinate utility adjustments with Owner and all affected utility owners as necessary.

Field Survey

The Engineer will provide the following:

1) Vertical and Horizontal Control. Establish and stake the Project control centerline (baselines) and offset for the Project or portions of the Project. Establish vertical control by looping all benchmark (BM) circuits and tie to monument permanent BM elevation. BM's are to be set at 1,000 ft maximum intervals using Global Positioning System (GPS) survey, and in a location that will be undisturbed by future construction.

2) Topography. Obtain topographic information surveyed for the length of the control centerline, as required; provide location (station and offset), size, height, and depth and/or length and description of topographic features; to include, but not limited to the following: driveways, signs, light poles, mail boxes, all fences (including metal beam guard fence and turndowns), utilities (type, owner, location, and depth), riprap, existing right of way lines, private property lines, cou7nty and/or city limits, etc..Drainage elements to include:

3) Design Centerline. Establish and stake the design centerline.

Right of Way Map

Provide for the preparation of a project right-of-way map where right of way acquisition is necessary. Provide for the necessary right-or-way research, mapping, surveying and all services related to the development of a right-of-way map. Prepared parcel sketches and field notes of all parcels requiring acquisition. Revisions to be done promptly at no cost to the owner.

II. DESIGN PHASE SERVICES

Final Design and Plans, Specifications & Estimates

The Engineer will develop the final design and prepare Agreement drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents will be submitted to the applicable city, county, state, and/or federal agencies for approval.

All final plan sheets will be developed by the Engineer on 11"x17" reproducible, 4 mil, double-matte, white, opaque film.

Recognizing that there will be several team members participating in the development of the overall Project, and taking into consideration that the Owner has a significant investment in the development of the Project, there is need for consistency in document development for the purpose of review and production to help facilitate and economically efficient product. All computer document files furnished to the Owner by the Engineer shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the Engineer and provide to the Owner. It is the intent of the Engineer and this Agreement to secure computer files from all Project Team members that are composed of elements of the same precision, integrity, singularity, attributes.

The Engineer shall prepare graphic files that can be reviewed and plotted utilizing Microstation/AutoCAD, software. The graphic files submitted must be compatible with Microstation Cad System without conversion or modification and must plot consistent with reproducible plots submitted.

Plan Sheets. Plan sheets developed by the Engineer will include, but not limited to, title sheet, typical sections, sequence of construction, estimates and quantity, plan-profile, channel details, roadway details, bridge and culvert details, hydraulic details, and standards.

Specifications. The Engineer shall use the 1993 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the Engineer, but must incorporate, reference to standard TXDOT requirements of design & testing procedures and Hidalgo County Subdivision Required Standards.

Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based on the unit price system of bidding.

All plots and graphic media provided by the Engineer, as a result of this Agreement, shall be delivered to the Owner. Final payment for plan sheet documents and/or associated, applicable engineer files will not be made until the files furnished by the Engineer have been demonstrated to be useable in the formats described above and herein.

Service for FINAL DESIGN AND PLANS, SPECIFICATIONS AND ESTIMATES by the Engineer will include the following:

Roadway Design Controls

The Engineer will prepare the roadway design for the Project or portions of the Project as authorized by the Owner. The roadway design will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Roadway design controls will include:

1) Geometric Design – horizontal and vertical alignments, intersection geometrics: to be incorporated onto plan and profile sheets.
2) Geometric and grading design – development of typical roadway sections through horizontal and vertical alignment determination and roadway cross sections.
3) Grading design – existing and design cross sections, cut/fill quantities, slope stability analysis, embankment foundation stability and settlement analysis.
4) Earthwork Quantities – obtained from grading design.
5) Miscellaneous supplemental plan details.

Drainage

The Engineer will perform final hydrologic/hydraulic analysis and design for the proposed improvements of the Project or portions of the Project as authorized by the Owner.

Signing

The Engineer will determine location and type of warning, regulatory and guide signs as required by the Hidalgo County Subdivision Standards or local Municipal standards as applicable. All signing design will be based on the final proposed roadway design.

Permanent Pavement Markings

The Engineer with the Owner will evaluate the need for pavement markings and design all permanent pavements markings in accordance with the Hidalgo County Subdivision Standard or Local Municipal Standards as applicable. All such design will be based on the final proposed roadway design.

Miscellaneous

If required for the Project or portion of the Project approved by the Owner, the Engineer will provide the following miscellaneous roadway items:

Miscellaneous Drafting, Standards, and Details

1. The Engineer will prepare a title sheet indicating, at a minimum, project limits, project location map, name of owner and owner acknowledgment/acceptance, facility identification, specificati9on reference, Engineer's seal, signature and date.

2. The Engineer will determine appropriate standard drawings to be incorporated into the plans, and sign/seal any modifications to any agency or industry approved standards.

3. The Engineer will develop any details to clarify any construction requirements of the plan drawings.

PS&E Supporting Documents

4. Specifications List and general Notes. The Engineer will prepare an applicable specifications list, in TXDOT format, as well as any general notes that may be applicable to each PS&E submission.

5. Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding.

6. Agreement Time Determination Statement. The Engineer will determine the time required for construction for the project, outlining phases of construction and appropriate rates of production and construction for bid items determined to be in the critical path for construction of the PS&E submittal.

III. CONSTRUCTION PHASE SERVICE

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 PS&E.

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 form Agreement documents for the award of each construction Agreement.

Construction Agreement Administration

4. In general, the Engineer will provide the management and engineering support/data required for consultation and advertisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Agreement.

5. The Engineer will coordinate and conduct a pre-construction conference.

6. Defects and Deficiencies. 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 of deficiency, 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 Agreement specifications, of those items of work accepted and conforming to the construction Agreement specifications, for the preparation of the monthly and final estimates for payment to the Contractor.

8. The Engineer will provide Project site inspection of the authorized construction Agreement(s) as follows:
    a. Project Engineer. The Engineer will provide 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 plans and specifications.

    b. Resident Engineer and/or Construction Inspector(s). The Owner may request the Engineer to furnish the service of a Resident Engineer and/or Construction Inspector(s) for continuous on the site inspection construction to the monitor/inspect the Contractor's daily progress and conformance to PS&E specifications. See Article 5 for special services compensation details.

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 all 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 Agreement specifications.

    b. Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction Agreement 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 Agreement change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.

12. As Built Drawings. The Engineer will develop as built drawings to depict the work as actually constructed. The Owner will be furnished five (5) set of prints.

EXHIBIT "C"
Project Schedule

PROJECT: Border Access Colonia Program Projects Round 3
Havana Lomas No. 4 and Havana Lomas No. 5
CLIENT: PRECINCT #3
COUNTY: HIDALGO

TASK AND DESCRIPTION		JAN 2015	FEB 2015	MAR 2015	APR 2015	MAY 2015	JUN 2015	JUL 2015	AUG 2015	SEP 2015	OCT 2015	NOV 2015	DEC 2015	JAN 2015	FEB 2016	MAR 2016
Border Access Colonia Program Projects Havana Lomas No. 4 and Havana Lomas No. 5																
Preliminary Engineering																
Plans, Specifications and Estimate (PS&E)																
Bidding																
Construction																

EXHIBIT "D1"

Fee Breakdown

For and in consideration of the Services attached to this Agreement and to be rendered by the **Engineer**, the Owner shall pay the **Engineer** the **Fee** as defined in Article 5.1 of this Agreement, and as more particularly identified as follows:

Basic Services Fee	=	**$21,720.60**
Phase I	=	40% of the **Service Fee**
Phase II	=	40% of the **Service Fee**
Phase III	=	20% of the **Service Fee**

ATTACHMENT "A"
BORDER COLONIA ACCESS PROGRAM ROUND III
January 13, 2015

Precinct Number Three
Colonia Name

1. Havana Lomas Subdivion No. 4 - Graciela Street	:	$3,934.70
2. Havana Lomas Subdivion No. 4 - Delia Street	:	$3,934.70
3. Havana Lomas Subdivion No. 4 - Manuel Street	:	$3,934.70
4. Havana Lomas Subdivion No. 5 - Delia Street	:	$4,958.25
5. Havana Lomas Subdivion No. 5 - Manuel Street	:	$4,958.25
TOTAL:		**$21,720.60**

Zimbra **yvette.salinas@co.hidalgo.tx.us**

Re: J Hinojosa BCAPagmrnt

From : Yvette Salinas <yvette.salinas@co.hidalgo.tx.us> Wed, Jan 14, 2015 10:44 AM

Subject : Re: J Hinojosa BCAPagmrnt

To : Steve Crain <scrain@atlashall.com>

thank you

Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

----- Original Message -----
From: "Steve Crain" <scrain@atlashall.com>
To: "Yvette Salinas" <yvette.salinas@co.hidalgo.tx.us>
Sent: Wednesday, January 14, 2015 10:36:46 AM
Subject: RE: J Hinojosa BCAPagmrnt

The contract is fine.

-----Original Message-----
From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Wednesday, January 14, 2015 10:13 AM
To: Steve Crain
Subject: Re: J Hinojosa BCAPagmrnt

Oh my, no sorry only the 1st page #1. I have attached it corrected.

Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

----- Original Message -----
From: "Steve Crain" <scrain@atlashall.com>
To: "Yvette Salinas" <yvette.salinas@co.hidalgo.tx.us>
Sent: Wednesday, January 14, 2015 10:03:43 AM
Subject: RE: J Hinojosa BCAPagmrnt

Are there two page 1s?

-----Original Message-----
From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Wednesday, January 14, 2015 9:41 AM
To: Steve Crain
Subject: Re: J Hinojosa BCAPagmrnt

Please see attached.

Yvette Salinas
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Hidalgo County Purchasing Department
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956-318-2626
yvette.salinas@co.hidalgo.tx.us

----- Original Message -----
From: "Steve Crain" <scrain@atlashall.com>
To: "Yvette Salinas" <yvette.salinas@co.hidalgo.tx.us>
Sent: Tuesday, January 13, 2015 3:48:37 PM
Subject: RE: J Hinojosa BCAPagmrnt

The dates on the first page and the signature page needs to be changed to 2015.
-----Original Message-----
From: Yvette Salinas [mailto:yvette.salinas@co.hidalgo.tx.us]
Sent: Tuesday, January 13, 2015 3:16 PM
To: Steve Crain
Subject: J Hinojosa BCAPagmrnt

Please review attached BCAP agreement.

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yvette.salinas@co.hidalgo.tx.us

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From : Yvette Salinas <yvette.salinas@co.hidalgo.tx.us> Wed, Jan 14, 2015 10:12 AM

Subject : Re: J Hinojosa BCAPagmrnt 1 attachment

To : Steve Crain <scrain@atlashall.com>

Oh my, no sorry only the 1st page #1. I have attached it corrected.

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draft contract 14.424.pdf
2 MB

From : Steve Crain <scrain@atlashall.com> Wed, Jan 14, 2015 10:03 AM

Subject : RE: J Hinojosa BCAPagmrnt

To : 'Yvette Salinas' <yvette.salinas@co.hidalgo.tx.us>

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yvette.salinas@co.hidalgo.tx.us

From : Yvette Salinas <yvette.salinas@co.hidalgo.tx.us> Wed, Jan 14, 2015 09:40 AM

Subject : Re: J Hinojosa BCAPagmrnt 1 attachment

To : Steve Crain <scrain@atlashall.com>

Please see attached.

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draft contract 14.424.pdf
2 MB

From : Steve Crain <scrain@atlashall.com> Tue, Jan 13, 2015 03:48 PM

Subject : RE: J Hinojosa BCAPagmrnt

To : 'Yvette Salinas' <yvette.salinas@co.hidalgo.tx.us>

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Sent: Tuesday, January 13, 2015 3:16 PM
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yvette.salinas@co.hidalgo.tx.us

From : Yvette Salinas <yvette.salinas@co.hidalgo.tx.us> Tue, Jan 13, 2015 03:15 PM

Subject : J Hinojosa BCAPagmrnt 1 attachment

To : Steve Crain <scrain@atlashall.com>

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Hidalgo County Purchasing Department

2812 S. Business Highway 281
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draft contract 14.424.pdf
2 MB

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-CAP-14-424-12-16

THIS AGREEMENT is made effective the **20th** day of **January , 2015**, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **JAVIER HINOJOSA ENGINEERING,** professional engineers of McAllen, Texas, hereinafter called the **"Engineer".**

WITNESSETH:

Whereas, the **Owner** desires to Contract with the **Engineer** to provide professional engineering services for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias Round III for **Hidalgo County Precinct No 3** (hereinafter referred to as the **"Project**).

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the owner agrees to pay the **Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work For this Agreement, the professional services to be provided by the **Engineer**, are more particularly identified in **EXHIBIT "B"**, attached hereto.

2.2 Classification of Services The **Owner** will furnish items and provide those services for the

development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** ***Services to be Provided by the Owner***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate at the close of business on **December 31, 2015** (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Enginee**r to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this

Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 **Termination of Agreement**. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement

shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above and shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine

the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services identified in Article 2 and more partically described in Exhibit "B" attached hereto, the maximum amount payable by the Owner to the Engineer for services rendered by Engineer**,** subject to adjustment in accordance with Article 6.1 herein, will be provided in each Work Authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1**"-***Fee Breakdown***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Special Services***. Those services that may be required to be provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** as required by the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Agreement Rates**") specified in **EXHIBIT "D**" - ***Agreement Rates***, attached hereto and made a part of this Agreement, and as follows:

1. RESIDENT OR SITE ENGINEER, INSPECTOR. Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. DOCUMENT COPIES. Actual performance and/or providing of additional copies (over 10) pf report; additional copies (over 10) of plans (Agreement drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. EXTRA TRAVEL. Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. EXPERT WITNESS. Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. MISCELLANEOUS. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Enginee**r for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization**") in accordance with Article 7 herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports

in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6. 1 hereof. The **Final Payment** shall not be

made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any Agreement documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any Agreements or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and

approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F" - *Supplemental Agreement Form***, attached hereto and made a part of this

Agreement, and incorporated herein by reference as "**Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Agreement Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

Article 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owne**r in writing, In the event the **Owne**r finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Agreement Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any

obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** finds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of Contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the

event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed,

sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign,

subcontractor or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and

improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under Agreement with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any Agreement with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors,

omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgment and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to

be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Enginee**r to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or

EXHIBIT "B", attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer'**s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer'**s performance of procurement services hereunder, if any, the **Enginee**r use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project**

without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees**") from and against all claims, damages,

losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Enginee**r, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or Contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other

indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21 Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law **("Statutory Texas")**

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the Owner *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(1) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(2) Professional Liability in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of

liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"- *Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of Agreement should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Noncollusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach

or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all Contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:	**ENGINEER**:
Hidalgo County	**Javier Hinojosa Engineering**
Attn: John Paul Lugo, Director	**Attn: Javier Hinojosa, P.E.**
1902 Joe Stephens Avenue, Suite 101	**416 E Dove Avenue**
Weslaco, Texas 78599	**McAllen, Texas 78504**

The Address may be changed by either party by written notice, and notice so mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral Agreements between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent Contractor and shall have no power nor shall the

Engineer represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 20**15** .

ENGINEER: Javier Hinojosa Engineering

BY:_____
Javier Hinojosa, PE, Owner

OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., Hidalgo County Clerk

APPROVED AS TO FORM
Atlas, Hall, & Rodriguez L.L.P.

By:_____

ATTACHMENTS:

EXHIBIT A	- Scope of Services to be Provided by the Owner
EXHIBIT B	- Scope of Services to be provided by the Engineer
EXHIBIT C	- Work Schedule
EXHIBIT D	- Engineer's Agreement Rates
EXHIBIT D1	- Fee Breakdown
EXHIBIT E	- Work Authorization Form
EXHIBIT F	- Supplemental Agreement Form
EXHIBIT G	- Certificate of Insurance (*Hidalgo County)*

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Project (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General

The Owner will provide to the Engineer the following:

1) Authorization to the Engineer to begin work.
2) Payment for work performed by the engineer.
3) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
4) Provide any available relevant data that may be on file concerning the Project.
5) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
6) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
7) Advertise and award, as assisted and recommendation by the Engineer, construction Agreements for the PS&E developed by the Engineer.
8) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
9) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensation and pay the Agreements for work performed as identified in the approved monthly and final estimates.
10) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
11) Provide Engineer with Geotechnical Data of existing pavement thickness.

Exhibit "B"

Services to be Provided by Engineer

The work to be furnished by the Engineer shall consist of management and engineering services for improvements in Hidalgo County Colonias approved by the State of Texas under the Third Call of Proposition Three funding. The work shall be developed in accordance with the Owner, TXDOT, and applicable design standards and in a format acceptable to the owner, and reviewing agencies.

The Engineer shall render specific management and engineering services for the devel9opment of the Project and fulfillment of this Agreement as follows:

I. PRELIMINARY PHASE – GENERAL PROJECT MANGEMENT AND ADMINISTRATION

II. DESIGN PHASE – FINAL DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) FOR COLONIA ACCESS

III. CONSTRUTION PHASE – CONSTRUCTION MANGEMENT & SUPPORT & INSPECTIONS

I. PRELIMINARY PHASE SERVICES

GENERAL PROJECT MANGEMENT

Services for GENERAL PROJECT MANAGEMENT by the Engineer will include the following:

1. Project/Program Schedule. See Exhibit "C".

2. Coordination/Meetings. The Owner may require the Engineer to attend local public hearings, policy meetings and upon request attend Owner staff meetings. The Engineer shall assist the Owner, as requested, at meetings with the Texas Department of Transportation (TXDOT), or other necessary entities.

Planning & Assessment

The Engineer will provide the following:

1. Review, verify and gather data necessary to proceed with design of approved TXD OT Colonia Projects.

2. Perform interviews and each Precinct County Commissioner and staff to identify "present day" complaints, roadway and drainage histories and preliminary design information for the approved projects.

3. Obtain geotechnical data for pavement designs; determine subsurface conditions.

4. Develop pavement designs, including cost data, pavement material properties, and pavement drainage.

5. Identify preliminary alignments; develop typical sections.

6. Develop hydraulic design criteria in accordance with Hidalgo County/Local Municipal or TXDOT guidelines.

7. Verify FEMA FIRM zones and requirements.

8. Develop basic schematic layout of improvement to determine right of way requirements.

Environmental Document Preparation and Public Comment

Provide Owner assistance in gathering data necessary to complete the Environmental Review Record format established by Owner to satisfy TXDOT environmental requirements.

Right of Way Data

The Engineer shall provide utility and the right of way data for each approved individual project as follows:

Utility Coordination/Inventory

1) The Engineer will develop utility layout sheets from schematics and incorporate utility information; identify existing overhead and above ground utilities; identify all existing underground utilities; document all information on utility layout sheets; identify potential conflicts. The layout sheets will be reproducible drawings (11”x17”) with the following information.

    a) Existing and/or propos3ed right of way lines
    b) Benchmark data
    c) Existing and proposed drainage system(s)
    d) Location and size of utility (plan/profile view)
    e) Limits of existing casing pipe
    f) Name of the owner/company

2) The Engineer will coordinate utility adjustments with Owner and all affected utility owners as necessary.

Field Survey

The Engineer will provide the following:

1) Vertical and Horizontal Control. Establish and stake the Project control centerline (baselines) and

offset for the Project or portions of the Project. Establish vertical control by looping all benchmark (BM) circuits and tie to monument permanent BM elevation. BM's are to be set at 1,000 ft maximum intervals using Global Positioning System (GPS) survey, and in a location that will be undisturbed by future construction.

2) Topography. Obtain topographic information surveyed for the length of the control centerline, as required; provide location (station and offset), size, height, and depth and/or length and description of topographic features; to include, but not limited to the following: driveways, signs, light poles, mail boxes, all fences (including metal beam guard fence and turndowns), utilities (type, owner, location, and depth), riprap, existing right of way lines, private property lines, cou7nty and/or city limits, etc...Drainage elements to include:

3) Design Centerline. Establish and stake the design centerline.

Right of Way Map

Provide for the preparation of a project right-of-way map where right of way acquisition is necessary. Provide for the necessary right-or-way research, mapping, surveying and all services related to the development of a right-of-way map. Prepared parcel sketches and field notes of all parcels requiring acquisition. Revisions to be done promptly at no cost to the owner.

II. DESIGN PHASE SERVICES

Final Design and Plans, Specifications & Estimates

The Engineer will develop the final design and prepare Agreement drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents will be submitted to the applicable city, county, state, and/or federal agencies for approval.

All final plan sheets will be developed by the Engineer on 11"x17" reproducible, 4 mil, double-matte, white, opaque film.

Recognizing that there will be several team members participating in the development of the overall Project, and taking into consideration that the Owner has a significant investment in the development of the Project, there is need for consistency in document development for the purpose of review and production to help facilitate and economically efficient product. All computer document files furnished to the Owner by the Engineer shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the Engineer and provide to the Owner. It is the intent of the Engineer and this Agreement to secure computer files from all Project Team members that are composed of elements of the same precision, integrity, singularity, attributes.

The Engineer shall prepare graphic files that can be reviewed and plotted utilizing Microstation/AutoCAD, software. The graphic files submitted must be compatible with Microstation

Cad System without conversion or modification and must plot consistent with reproducible plots submitted.

Plan Sheets. Plan sheets developed by the Engineer will include, but not limited to, title sheet, typical sections, sequence of construction, estimates and quantity, plan-profile, channel details, roadway details, bridge and culvert details, hydraulic details, and standards.

Specifications. The Engineer shall use the June 1, 2004 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the Engineer, but must incorporate, reference to standard TXDOT requirements of design & testing procedures and Hidalgo County Subdivision Required Standards.

Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based on the unit price system of bidding.

All plots and graphic media provided by the Engineer, as a result of this Agreement, shall be delivered to the Owner. Final payment for plan sheet documents and/or associated, applicable engineer files will not be made until the files furnished by the Engineer have been demonstrated to be useable in the formats described above and herein.

Service for FINAL DESIGN AND PLANS, SPECIFICATIONS AND ESTIMATES by the Engineer will include the following:

Roadway Design Controls

The Engineer will prepare the roadway design for the Project or portions of the Project as authorized by the Owner. The roadway design will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Roadway design controls will include:

1) Geometric Design – horizontal and vertical alignments, intersection geometrics: to be incorporated onto plan and profile sheets.
2) Geometric and grading design – development of typical roadway sections through horizontal and vertical alignment determination and roadway cross sections.
3) Grading design – existing and design cross sections, cut/fill quantities, slope stability analysis, embankment foundation stability and settlement analysis.
4) Earthwork Quantities – obtained from grading design.
5) Miscellaneous supplemental plan details.

Drainage

The Engineer will perform final hydrologic/hydraulic analysis and design for the proposed improvements of the Project or portions of the Project as authorized by the Owner.

Signing

The Engineer will determine location and type of warning, regulatory and guide signs as required by the Hidalgo County Subdivision Standards or local Municipal standards as applicable. All signing design will be based on the final proposed roadway design.

Permanent Pavement Markings

The Engineer with the Owner will evaluate the need for pavement markings and design all permanent pavements markings in accordance with the Hidalgo County Subdivision Standard or Local Municipal Standards as applicable. All such design will be based on the final proposed roadway design.

Miscellaneous

If required for the Project or portion of the Project approved by the Owner, the Engineer will provide the following miscellaneous roadway items:

Miscellaneous Drafting, Standards, and Details

1. The Engineer will prepare a title sheet indicating, at a minimum, project limits, project location map, name of owner and owner acknowledgment/acceptance, facility identification, specificati9on reference, Engineer's seal, signature and date.

2. The Engineer will determine appropriate standard drawings to be incorporated into the plans, and sign/seal any modifications to any agency or industry approved standards.

3. The Engineer will develop any details to clarify any construction requirements of the plan drawings.

PS&E Supporting Documents

4. Specifications List and general Notes. The Engineer will prepare an applicable specifications list, in TXDOT format, as well as any general notes that may be applicable to each PS&E submission.

5. Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding.

6. Agreement Time Determination Statement. The Engineer will determine the time required for construction for the project, outlining phases of construction and appropriate rates of production and construction for bid items determined to be in the critical path for construction of the PS&E submittal.

7. Additional documents. Right of Way Certification letter, material testing and sampling table.

III. CONSTRUCTION PHASE SERVICE

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 PS&E.

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 form Agreement documents for the award of each construction Agreement.

Construction Agreement Administration

4. In general, the Engineer will provide the management and engineering support/data required for consultation and advertisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Agreement.

5. The Engineer will coordinate and conduct a pre-construction conference.

6. Defects and Deficiencies. 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 of deficiency, 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 Agreement specifications, of those items of work accepted and conforming to the construction Agreement specifications, for the preparation of the monthly and final estimates for payment to the Contractor.

8. The Engineer will provide Project site inspection of the authorized construction Agreement(s) as follows:
    a. Project Engineer. The Engineer will provide 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 plans and specifications.

b. Resident Engineer and/or Construction Inspector(s). The Owner may request the Engineer to furnish the service of a Resident Engineer and/or Construction Inspector(s) for continuous on the site inspection construction to the monitor/inspect the Contractor's daily progress and conformance to PS&E specifications. See Article 5 for special services compensation details.

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 all 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 Agreement specifications.

    b. Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction Agreement 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 Agreement change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.

12. As Built Drawings. The Engineer will develop as built drawings to depict the work as actually constructed. The Owner will be furnished five (5) set of prints.

EXHIBIT "C"

Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestone and deliverable due dates outlined in each **Work Authorization's** associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT "D"

Engineers Agreement Rates

LABOR CLASSIFICATION	**HOURLY CONTRACT RATES:**
Principal	$225.00/Hr.
Project Manager/Engineer	$150.00/Hr.
Engineering Assistant	$ 95.00/Hr.
R.P.L.S.	$145.00/Hr.
G.P.S. Survey Crew	$150.00/Hr.
3 Man Survey Crew	$110.00/Hr.
Project Inspector	$ 70.00/Hr.
CADD Operator/Designer	$ 70.00/Hr.
Admin./Clerical	$ 30.00/Hr.

EXHIBIT “D1”

Fee Breakdown

For and in consideration of the Services attached to this Agreement and to be rendered by the Engineer, the **Owner** shall pay the **Engineer** the Fee as defined in Article 5.1 of this Agreement, and as more particularly identified as follows:

Basic Services Fee	=	**$21,720.60**
Phase I	=	40% of the **Service Fee**
Phase II	=	40% of the **Service Fee**
Phase III	=	20% of the **Service Fee**

EXHIBIT "E"

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-CAP-14-424-12-16
Work Authorization Form

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Javier Hinojosa Engineering** professional engineers of **McAllen**, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Plans, Specifications and Estimate (PS&E) and Construction Inspection for Round 3 funded proposition 3 – Border Access Colonia Program Projects of Hidalgo County Precinct No. 3 as indicated in Attachment "A".

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $_____. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the Agreement.

PART 4. FUNDING

This Work Authorization No.__ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _
_-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_-_ _ _

Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No. **3** Commissioner **Joe M. Flores** as to content and detail of this Work Authorization No. # ___.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. **3**:

BY:_____
Commissioner Joe M. Flores

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 _____, 2015.

THE ENGINEER:
Javier Hinojosa Engineering

_____
By: Javier Hinojosa, P.E., Owner

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT “A” - Service to be Provided by the Owner
ATTACHMENT “B” - Services to be Provided by the Engineer
ATTACHMENT “C” - Work Schedule
ATTACHMENT “D1” - Fee Breakdown

ATTACHMENT “A” – Estimated Cost Proposal

EXHIBIT "F"

SUPPLEMENTAL AGREEMENT FORM

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____**,** Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **20____** concerning engineering for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias for Hidalgo County Precinct Number ____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article 3.1 of the **Agreement**, (Termination Date), establishes that this Agreement is to terminate at the close of business on _____, 20_____ ; and,

WHEREAS, it has become necessary to amend the Agreement to extend the termination date of this Agreement.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article 3.1 of the **Agreement**, (Termination Date), is revised to extend the termination date to the close of business on _____, 20____.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING

BY:_____
Javier Hinojosa, P.E. Owner

Address for Giving Notices:
416 E Dove Avenue
McAllen, Texas 78504

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

ATTESTED

By: _____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

EXHIBIT “G”
CERTIFICATE OF INSURANCE

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 Agreement 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: Javier Hinojosa, P.E.
Title: Owner
Telephone Number: 956-668-1588
Date: January 13, 2015

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

AI -48029 **Purchasing Department** **21. J. 1.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the final construction contract document for the project: Hidalgo County Sheriff's Office: "Hidalgo County Adult Detention Center and Law Enforcement Facility Roof &/or Air Condition Repairs &/or Replacement (CC award action on ai # 47004, 10-28-14) to Central Air & Heating Service Inc., in the total amount of $5,990,000.00 (Contract No. C-14-047-01-20).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-423-21-280-087-0-452

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

BUDGETARY IMPACT:

Pending 2015 CO2014 rollover.

Attachments

contract

legal ok on contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/16/2015 02:25 PM
Budget & Management	Veronica Ortiz	01/16/2015 02:26 PM
Sylvia Solis	Sylvia Solis	01/16/2015 04:19 PM
Auditor's Office	Monica Badillo	01/16/2015 06:30 PM
Form Started By: Yvette Islas		Started On: 01/09/2015 02:50 PM
Final Approval Date: 01/16/2015		

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-14-047-12-16

This Agreement, entered into this _____day of _____, 201__ by and between Hidalgo County (hereinafter called the "OWNER," and, Central Air and Heating Service, Inc. (a Texas corporation), 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 Adult Detention Center and Law Enforcement Facility Repairs and/or Replacement

Hereinafter called the project, for the sum of Five Million Nine Hundred Ninety Nine Thousand Dollars and Zero Cents ($5,990,000.00) Dollars and Cents and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at its 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 and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Chanin Engineering, LLC, entitled the 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 290 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $ 500 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.

[Signature Page Follows]

DRAFT

IN WITNESS WHREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, _____, 201___.

CONTRACTOR: CENTRAL AIR & HEATING, INC.

By: _____
Print Name & Title: Frank E. Matz, III, President
Address: 3008 West Spur 54, Harlingen, Texas 78552
Fed I.D. #/SS #: 74-201898

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the __ day of _____, 2015, by Frank E. Matz, III, President of and on behalf of Central Air & Heating, Inc., a Texas corporation.

_____
Notary Public-Signature

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

By: _____
Ramon Garcia, County Judge

APPROVED AS TO FORM:
Atlas & Hall,& Rodriguez, L.L.P.
818 Pecan
McAllen, Texas 78501

By: _____
Stephen L. Crain

DRAFT

Zimbra **yvette.salinas@co.hidalgo.tx.us**

RE: Hidalgo County ADC & LEF - General Conditions

From : Debra L. Goetz <dgr@atlashall.com> Fri, Jan 09, 2015 05:15 PM

Subject : RE: Hidalgo County ADC & LEF - General Conditions 4 attachments

To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

Cc : 'yvette salinas' <yvette.salinas@co.hidalgo.tx.us>, ramon@chaninengineering.com, 'Juan Tapia' <juan.tapia@hidalgoso.org>, 'Alex Palacios' <apalacios@prodigycompany.com>, 'Gabriel Castaneda' <gabriel.castaneda@hidalgoso.org>, 'Miguel Chanin' <miguel@chaninengineering.com>

Rocio,

As discussed, we revised the supplemental conditions to include the provisions requested by the engineer to the extent they were not already in the contract. Attached is the revised two page contract and the supplemental conditions. As we did not have word versions of the original documents, we could not mark them to show the changes.

In the interest of saving time, we are distributing the new drafts to everyone at the same time, some the documents are subject to review and revision. Please get any comments to me as quickly as possible so that we may finalize the documents.

Thank you,

Debra L. Goetz
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502-3725
Direct Dial Number (956) 632-8242
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address dgr@atlashall.com

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From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, January 08, 2015 2:54 PM

To: Miguel Chanin
Cc: yvette salinas; Debra L. Goetz; ramon@chaninengineering.com; Juan Tapia; Alex Palacios; Gabriel Castaneda
Subject: Re: Hidalgo County ADC & LEF - General Conditions

Miguel:

Please be advise Ms. Debra Goetz, from Atlas, Hall & Rodriguez, LLP will be contacting you, to discuss Sections 3, 8 and 33 from the terms and conditions.

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: "Ramon Lopez Jr." <ramon@chaninengineering.com>
To: "yvette salinas" <yvette.salinas@co.hidalgo.tx.us>, "rocio villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Cc: "Miguel Chanin" <miguel@chaninengineering.com>
Sent: Tuesday, December 30, 2014 3:24:32 PM
Subject: RE: Hidalgo County ADC & LEF - General Conditions

Ladies,
Hope you had a very Merry Christmas. I'm just following up on the Hidalgo County ADC & LEF Contract. Is there any additional information you need from us or has it been approved for us to run the additional four copies? If you have any questions please contact our office.

Thank you
Ramon Lopez Jr., E.I.T.
Engineer in Training

CHANIN
ENGINEERING

400 Nolana, Suite N2
McAllen, TX 78504
O: 956-687-9421
F: 956-687-3211

From: Ramon Lopez Jr. [mailto:ramon@chaninengineering.com]
Sent: Thursday, December 18, 2014 11:51 AM
To: yvette.salinas@co.hidalgo.tx.us
Cc: 'Miguel Chanin'
Subject: Hidalgo County ADC & LEF - General Conditions

Yvette,
As discussed earlier please verify that the requirements in our Sections 3, 8 and 33 would still apply to this Contract. If you have any questions please call me.

Thank you
Ramon Lopez Jr., E.I.T.
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CHANIN
ENGINEERING

image001.png
26 KB

AH&R Atlas Hall Rodriguez

image002.jpg
5 KB

Engineer Contract v2.docx
21 KB

SUPPLEMENTAL GENERAL CONDITIONS (engineer construction contract) v2.docx
19 KB

From : Debra L. Goetz <dgr@atlashall.com> Fri, Jan 09, 2015 11:53 AM
Subject : RE: Hidalgo County ADC & LEF - General Conditions 5 attachments
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>
Cc : 'yvette salinas' <yvette.salinas@co.hidalgo.tx.us>, 'Gabriel Castaneda' <gabriel.castaneda@hidalgoso.org>, 'Steve Crain' <scrain@atlashall.com>

Rocio,

We reviewed the changes requested by Chanin Engineering. While some of the requested provisions are already covered in the proposed general conditions and should not be added, we can incorporate the remaining provisions into the proposed supplemental conditions. The new provisions would supplement the existing provisions on employees, subcontractors and scheduling.

We will draft the new provisions and expect to circulate them later today.

Debra L. Goetz
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502-3725
Direct Dial Number (956) 632-8242

Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address dgr@atlashall.com

Atlas Hall Rodriguez

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From: Ramon Lopez Jr. [mailto:ramon@chaninengineering.com]
Sent: Thursday, January 08, 2015 3:29 PM
To: 'Rocio Villarreal'; 'Miguel Chanin'
Cc: 'yvette salinas'; 'Debra L. Goetz'; 'Juan Tapia'; 'Alex Palacios'; 'Gabriel Castaneda'
Subject: RE: Hidalgo County ADC & LEF - General Conditions

Debra,
Below are the sections as discussed. If you have any questions please contact me.

SEC. 3 - ORDER OF COMPLETION

The contractor shall submit, at such times as may be reasonably requested by the Engineer, schedules which shall show the order in which the Contractor proposes to carry on the work, with dates at which the Contractor will start the several parts of the work, and estimated dates of completion of the several parts.

Work on ADC and LEC may only occur on working days.

All OSHA regulations must be followed at all times.

Contractor to provide all roof access locations to Engineer and Owner in writing at least seven (7) days in advance for pre-approval.

Contractor to provide to Engineer and Owner in writing all projected work days, including number and names of personnel to be on site, at least seven (7) days in advance.

Any changes to the schedule must be submitted in writing to the Owner and Engineer at least seven (7) days in advance.

Owner must be notified at all times of projected work areas. Temperature control in the facility must be maintained at all times. Mechanical and Roofing work must be coordinated accordingly.

SEC. 8 - EMPLOYEES

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned to him. The Owner shall have the authority to request that Contractor remove any objectionable employee from project site.

Adequate sanitary facilities shall be provided by the Contractor.

Contractor shall submit a list of all personnel for General Contractor and any Sub Contractors that will be on site for background check and approval by Owner.

All pre-approved personnel that will be on site shall wear a Picture ID Badge at all times that includes their respective company logo. They shall also wear a hard hat and fluorescent green vest at all times. Failure to comply with any of these requirements will be justification for removal from the project by the Owner.

Random searches of Contractor or Subcontractor personnel vehicles by Owner may occur.

SEC. 33 - SUBCONTRACTS

The Contractor shall, as soon as practical after signing of the Contract, notify the Engineer in writing of the names of Subcontractors proposed for the work.

The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his Subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the Owner.

No Subcontractors may be replaced without the prior approval from the Engineer and Owner.

Thank you
Ramon Lopez Jr., E.I.T.
Engineer in Training

CHANIN
ENGINEERING

400 Nolana, Suite N2
McAllen, TX 78504
O: 956-687-9421
F: 956-687-3211

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Subject: Re: Hidalgo County ADC & LEF - General Conditions

Miguel:

Please be advise Ms. Debra Goetz, from Atlas, Hall & Rodriguez, LLP will be contacting you, to discuss Sections 3, 8 and 33 from the terms and conditions.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
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(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
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From: "Ramon Lopez Jr." <ramon@chaninengineering.com>
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Cc: "Miguel Chanin" <miguel@chaninengineering.com>
Sent: Tuesday, December 30, 2014 3:24:32 PM
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Ladies,
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Thank you
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Sent: Thursday, December 18, 2014 11:51 AM
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Subject: Hidalgo County ADC & LEF - General Conditions

Yvette,
As discussed earlier please verify that the requirements in our Sections 3, 8 and 33 would still apply to this Contract. If you have any questions please call me.

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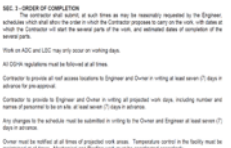

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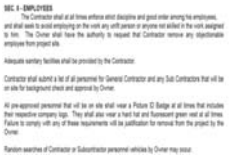

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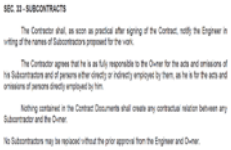

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From : Debra L. Goetz <dgr@atlashall.com> Thu, Jan 08, 2015 03:36 PM

Subject : RE: Hidalgo County ADC & LEF - General Conditions 5 attachments

To : ramon@chaninengineering.com, 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>, 'Miguel Chanin' <miguel@chaninengineering.com>

Cc : 'yvette salinas' <yvette.salinas@co.hidalgo.tx.us>, 'Juan Tapia' <juan.tapia@hidalgoso.org>, 'Alex Palacios' <apalacios@prodigycompany.com>, 'Gabriel Castaneda' <gabriel.castaneda@hidalgoso.org>, 'Steve Crain' <scrain@atlashall.com>

Ramon,

I am glad we were able to talk earlier. Thank you for providing the copy of the sections. We will review and get back to you.

Debra L. Goetz
ATLAS, HALL & RODRIGUEZ, LLP
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Thank you
Ramon Lopez Jr., E.I.T.
Engineer in Training

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From: "Ramon Lopez Jr." <ramon@chaninengineering.com>
To: "yvette salinas" <yvette.salinas@co.hidalgo.tx.us>, "rocio villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Cc: "Miguel Chanin" <miguel@chaninengineering.com>
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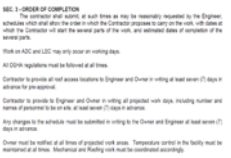

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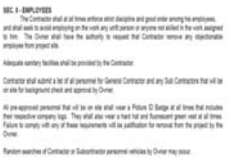

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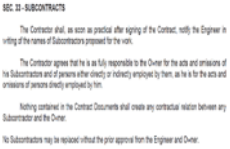

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From : Ramon Lopez Jr. <ramon@chaninengineering.com> Thu, Jan 08, 2015 03:29 PM

Subject : RE: Hidalgo County ADC & LEF - General Conditions 5 attachments

To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>, 'Miguel Chanin' <miguel@chaninengineering.com>

Cc : 'yvette salinas' <yvette.salinas@co.hidalgo.tx.us>, 'Debra L. Goetz' <dgr@atlashall.com>, 'Juan Tapia' <juan.tapia@hidalgoso.org>, 'Alex Palacios' <apalacios@prodigycompany.com>, 'Gabriel Castaneda' <gabriel.castaneda@hidalgoso.org>

Reply To : ramon@chaninengineering.com

Debra,
Below are the sections as discussed. If you have any questions please contact me.

SEC. 3 - ORDER OF COMPLETION

The contractor shall submit, at such times as may be reasonably requested by the Engineer, schedules which shall show the order in which the Contractor proposes to carry on the work, with dates at which the Contractor will start the several parts of the work, and estimated dates of completion of the several parts.

Work on ADC and LEC may only occur on working days.

All OSHA regulations must be followed at all times.

Contractor to provide all roof access locations to Engineer and Owner in writing at least seven (7) days in advance for pre-approval.

Contractor to provide to Engineer and Owner in writing all projected work days, including number and names of personnel to be on site, at least seven (7) days in advance.

Any changes to the schedule must be submitted in writing to the Owner and Engineer at least seven (7) days in advance.

Owner must be notified at all times of projected work areas. Temperature control in the facility must be maintained at all times. Mechanical and Roofing work must be coordinated accordingly.

SEC. 8 - EMPLOYEES

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned to him. The Owner shall have the authority to request that Contractor remove any objectionable employee from project site.

Adequate sanitary facilities shall be provided by the Contractor.

Contractor shall submit a list of all personnel for General Contractor and any Sub Contractors that will be on site for background check and approval by Owner.

All pre-approved personnel that will be on site shall wear a Picture ID Badge at all times that includes their respective company logo. They shall also wear a hard hat and fluorescent green vest at all times. Failure to comply with any of these requirements will be justification for removal from the project by the Owner.

Random searches of Contractor or Subcontractor personnel vehicles by Owner may occur.

SEC. 33 - SUBCONTRACTS

The Contractor shall, as soon as practical after signing of the Contract, notify the Engineer in writing of the names of Subcontractors proposed for the work.

The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his Subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the Owner.

No Subcontractors may be replaced without the prior approval from the Engineer and Owner.

Thank you
Ramon Lopez Jr., E.I.T.
Engineer in Training

400 Nolana, Suite N2
McAllen, TX 78504
O: 956-687-9421
F: 956-687-3211

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Thursday, January 8, 2015 2:54 PM
To: Miguel Chanin
Cc: yvette salinas; Debra L. Goetz; ramon@chaninengineering.com; Juan Tapia; Alex Palacios; Gabriel Castaneda
Subject: Re: Hidalgo County ADC & LEF - General Conditions

Miguel:

Please be advise Ms. Debra Goetz, from Atlas, Hall & Rodriguez, LLP will be contacting you, to discuss Sections 3, 8 and 33 from the terms and conditions.

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: "Ramon Lopez Jr." <ramon@chaninengineering.com>
To: "yvette salinas" <yvette.salinas@co.hidalgo.tx.us>, "rocio villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Cc: "Miguel Chanin" <miguel@chaninengineering.com>
Sent: Tuesday, December 30, 2014 3:24:32 PM
Subject: RE: Hidalgo County ADC & LEF - General Conditions

Ladies,
Hope you had a very Merry Christmas. I'm just following up on the Hidalgo County ADC & LEF Contract. Is there any additional information you need from us or has it been approved for us to run the additional four copies? If you have any questions please contact our office.

Thank you
Ramon Lopez Jr., E.I.T.
Engineer in Training

400 Nolana, Suite N2
McAllen, TX 78504
O: 956-687-9421
F: 956-687-3211

From: Ramon Lopez Jr. [mailto:ramon@chaninengineering.com]
Sent: Thursday, December 18, 2014 11:51 AM
To: yvette.salinas@co.hidalgo.tx.us
Cc: 'Miguel Chanin'
Subject: Hidalgo County ADC & LEF - General Conditions

Yvette,
As discussed earlier please verify that the requirements in our Sections 3, 8 and 33 would still apply to this Contract. If you have any questions please call me.

Thank you
Ramon Lopez Jr., E.I.T.
Engineer in Training

400 Nolana, Suite N2
McAllen, TX 78504
O: 956-687-9421
F: 956-687-3211

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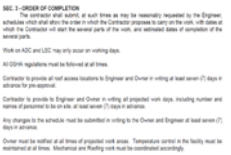

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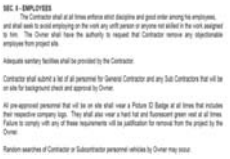

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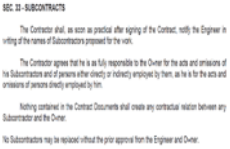

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From : Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us> Thu, Jan 08, 2015 02:54 PM

Subject : Re: Hidalgo County ADC & LEF - General Conditions 2 attachments

To : Miguel Chanin <miguel@chaninengineering.com>

Cc : yvette salinas <yvette.salinas@co.hidalgo.tx.us>, Debra L. Goetz <dgr@atlashall.com>, ramon@chaninengineering.com, Juan Tapia <juan.tapia@hidalgoso.org>, Alex Palacios <apalacios@prodigycompany.com>, Gabriel Castaneda <gabriel.castaneda@hidalgoso.org>

Miguel:

Please be advise Ms. Debra Goetz, from Atlas, Hall & Rodriguez, LLP will be contacting you, to discuss Sections 3, 8 and 33 from the terms and conditions.

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: "Ramon Lopez Jr." <ramon@chaninengineering.com>
To: "yvette salinas" <yvette.salinas@co.hidalgo.tx.us>, "rocio villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Cc: "Miguel Chanin" <miguel@chaninengineering.com>
Sent: Tuesday, December 30, 2014 3:24:32 PM
Subject: RE: Hidalgo County ADC & LEF - General Conditions

Ladies,
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Thank you
Ramon Lopez Jr., E.I.T.
Engineer in Training

CHANIN
ENGINEERING

400 Nolana, Suite N2
McAllen, TX 78504
O: 956-687-9421
F: 956-687-3211

From: Ramon Lopez Jr. [mailto:ramon@chaninengineering.com]
Sent: Thursday, December 18, 2014 11:51 AM
To: yvette.salinas@co.hidalgo.tx.us
Cc: 'Miguel Chanin'
Subject: Hidalgo County ADC & LEF - General Conditions

Yvette,
As discussed earlier please verify that the requirements in our Sections 3, 8 and 33 would still apply to this Contract. If you have any questions please call me.

Thank you
Ramon Lopez Jr., E.I.T.
Engineer in Training

400 Nolana, Suite N2
McAllen, TX 78504
O: 956-687-9421
F: 956-687-3211

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From : Ramon Lopez Jr. <ramon@chaninengineering.com> Tue, Dec 30, 2014 03:24 PM
Subject : RE: Hidalgo County ADC & LEF - General Conditions 2 attachments
To : yvette salinas <yvette.salinas@co.hidalgo.tx.us>, rocio villarreal <rocio.villarreal@co.hidalgo.tx.us>
Cc : 'Miguel Chanin' <miguel@chaninengineering.com>
Reply To : ramon@chaninengineering.com

Ladies,
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Thank you
Ramon Lopez Jr., E.I.T.
Engineer in Training

400 Nolana, Suite N2
McAllen, TX 78504
O: 956-687-9421
F: 956-687-3211

From: Ramon Lopez Jr. [mailto:ramon@chaninengineering.com]
Sent: Thursday, December 18, 2014 11:51 AM

To: yvette.salinas@co.hidalgo.tx.us
Cc: 'Miguel Chanin'
Subject: Hidalgo County ADC & LEF - General Conditions

Yvette,
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Thank you
Ramon Lopez Jr., E.I.T.
Engineer in Training

CHANIN
ENGINEERING

400 Nolana, Suite N2
McAllen, TX 78504
O: 956-687-9421
F: 956-687-3211

CHANIN
ENGINEERING

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CHANIN
ENGINEERING

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From : Yvette Salinas <yvette.salinas@co.hidalgo.tx.us> Thu, Dec 18, 2014 01:07 PM
Subject : Fwd: Hidalgo County ADC & LEF - General Conditions 1 attachment
To : rocio villarreal <rocio.villarreal@co.hidalgo.tx.us>

Yvette Salinas
Buyer III
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539
956-318-2626
yvette.salinas@co.hidalgo.tx.us

----- Forwarded Message -----
From: "Ramon Lopez Jr." <ramon@chaninengineering.com>
To: "yvette salinas" <yvette.salinas@co.hidalgo.tx.us>
Cc: "Miguel Chanin" <miguel@chaninengineering.com>
Sent: Thursday, December 18, 2014 11:51:20 AM
Subject: Hidalgo County ADC & LEF - General Conditions

Yvette,

As discussed earlier please verify that the requirements in our Sections 3, 8 and 33 would still apply to this Contract. If you have any questions please call me.

Thank you

Ramon Lopez Jr., E.I.T.

Engineer in Training

Description: Chanin Logo

400 Nolana, Suite N2

McAllen, TX 78504

O: 956-687-9421

F: 956-687-3211

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From : Ramon Lopez Jr. <ramon@chaninengineering.com> Thu, Dec 18, 2014 11:51 AM
Subject : Hidalgo County ADC & LEF - General Conditions 1 attachment
To : yvette salinas <yvette.salinas@co.hidalgo.tx.us>
Cc : 'Miguel Chanin' <miguel@chaninengineering.com>
Reply To : ramon@chaninengineering.com

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Thank you
Ramon Lopez Jr., E.I.T.
Engineer in Training

400 Nolana, Suite N2
McAllen, TX 78504
O: 956-687-9421
F: 956-687-3211

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AI -48052 **Purchasing Department** **21. J. 2.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of sole responsible vendor submitting the lowest and best bid and meeting all specifications and/ or requirements (as detailed in the documentation contained herein) for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County Sheirff's Office- "Repair, Removal and Installation and/or Purchases of Radios, Computers, and other misc. equipment " through project No.: 2015-012-MEG.

BACKGROUND

Current contract expires on February 28, 2015 New contract will commence on February 29, 2015

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-421-00-280-001-0-430

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

BUDGETARY IMPACT:

On an as needed basis
Available balance as of 1-15-15 $128,010.82

Attachments

Contract
Legals Approval
Participating Log & Tab Sheet
approval memo

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	01/14/2015 12:58 PM
Budget & Management	Debbie Tamez	01/14/2015 04:10 PM
Manuel Chapa	Manuel Chapa	01/15/2015 03:04 PM
Auditor's Office	Monica Badillo	01/16/2015 06:31 PM
Form Started By: Elena Gomez		Started On: 01/12/2015 10:46 AM

Final Approval Date: 01/16/2015

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-15-012-01-20

THIS CONTRACT is made and entered into this **20th** day of **January, 2015** by and between the **County of Hidalgo, Texas** ("County") and **South Texas Communications, Inc.** ("Company").

WHEREAS, Company responded to notices for Request for Sealed Bids (RFB) for **"Repair, Removal and Installation and/or Purchase of Radios, Computers and Other Miscellaneous Emergency Equipment" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a sealed quote to provide services in accordance with Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the sealed quote to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **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 contained in Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by user departments of **Hidalgo County Sheriff's Office**. 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. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year (on an as needed basis)**, commencing on **March 1, 2015** and expiring on **February 29, 2016** and may be extended at the sole discretion of the County for an additional three (3) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this sealed quote for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: County of Hidalgo
Attn: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Company: **South Texas Communications, Inc.**
Attn: James L. Ewing, Vice President
709 East Pecan Street
McAllen, Texas 78501

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

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of 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 acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

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 _____, 2015.

Approved by Commissioner's Court: _____, 2015

APPROVED AS TO FORM
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

By: _____
Arturo Guajardo, Jr., County Clerk

COMPANY:
SOUTH TEXAS COMMUNICATIONS, INC.

By:_____
Printed Name: James L. Ewing
Title: Vice President

EXHIBIT “A”

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

December 22, 2014

(Company's Name, Address, City & State)

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
Request for Bids -**"Hidalgo County Sheriff's Office -**"Repair, Removal And Installation and/or Purchases Of Radios, Computers and Other Misc. Equipment"
Bid No: 2015-012-01-07-MEG

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY SHERIFF'S OFFICE

"Hidalgo County Sheriff's Office - "Repair, Removal And Installation and/or Purchases Of Radios, Computers and Other Misc. Equipment"
Bid No: 2015-012-01-07-MEG

1. **Request for Bid Letter, consists of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of__7__ pages.**
3. **Exhibit "A" Specifications, consisting of __6__ pages.**
4. **Exhibit "B" Bid Page, consisting** of__4__ **pages.**
5. **Exhibit "C" Insurance Requirements, consisting of __4__ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consists of __1__page.**
7. **Vendor/Bidder Application and W-9 form, consisting of__6__ pages.**
8. **Certification Regarding Debarment consists of __1__ page.**
9. **Draft Service Contract, consisting of __9__ pages.**

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, U.S. Mail or e-mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

December 22, 2014
Date

Bid No: 2015-012-01-07-MEG	Buyer: Elena Gomez	Tel. No: (956) 318-2626 ext, 4855

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE

"REPAIR, REMOVAL AND INSTALLATION AND/OR PURCHASES OF RADIOS, COMPUTERS AND OTHER MISC. EQUIPMENT"

BID OPENING DATE

January 07, 2015 @ 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 SHERIFF'S OFFICE - "Repair, Removal and Installation and/or Purchases of Radios, Computers and Other Misc. Equipment"** 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-2015-012-01-07-MEG HIDALGO COUNTY SHERIFF'S OFFICE - "Repair, Removal and Installation and/or Purchases of Radios, Computers and Other Misc. Equipment"** and in 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, JANUARY 07, 2015. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2015-012-01-07-MEG"HIDALGO COUNTY SHERIFF'S OFFICE - "Repair, Removal and Installation and/or Purchases of Radios, Computers and Other Misc. Equipment"**

   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 Number (if any)
      d) Notation - **" HIDALGO COUNTY SHERIFF'S OFFICE - "Repair, Removal and Installation and/or Purchases of Radios, Computers and Other Misc. Equipment"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
    - Discount payments will be considered when offered.
    - Contact person for Billing and Payment questions:

HIDALGO COUNTY SHERIFF'S OFFICE
711 El Cibolo
Edinburg, Texas 78539
(956)383-8114

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**January 07, 2015**
Award of Contract	_____, 2015
Commence Work or Deliver Products	_____, 2015

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 thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.htlm .**
  If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract 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 SHERIFF'S OFFICE
"Repair, Removal and Installation and/or Purchases of Radios, Computers and Other Misc. Equipment"

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

"Repair, Removal and Installation and/or Purchases of Radios, Computers and Other Misc. Equipment"

Bid No: 2015-012-01-07-MEG

PROJECT OVERVIEW:

Hidalgo County is seeking to contract with a qualified vendor to conduct all "Repair, Removal and Installation and/or Purchases of Radios, Computers and Other Misc. Equipment" on an as needed basis including, but not limited to the following: The enclosed list does not limit the scope of repairs to those items only. The repairs will be for anything installed and/or assigned to a County unit, both marked and unmarked, that is considered emergency equipment. Other misc. equipment includes flashlight chargers, power sources, shotgun racks and vehicle floor mounting brackets, portable/mobile and hand held radios etc.

SPECIFICATIONS/REQUIREMENTS

1) This bid will be for emergency equipment, radios & miscellaneous equipment that is currently installed in or will be installed in emergency vehicles only. This bid contract will not include repairs to tower site repeaters or equipment.

2) Awarded vendor shall have been in business (in this field) for a minimum of three (3) years.

3) A list of a minimum of five (5) current references/contracts for any state, local political subdivision, private sector or any other law enforcement agency must be submitted with your bid. Information should include, but not limited to the following:

   A). Company
   B). Contact Person
   C). Phone Number
   D). Work Preformed
   E). Contract Term (If Applicable)

4) Vendors submitting bid will use only experience service technicians in performing all repairs installations and removals with at least three (3) years experience.

5) If the distance from site A., (i.e. Sheriff's Office or other), and site B, (vendors location), is more than twenty (20) miles one way, Hidalgo County will request assistance from the vendor in the transportation of unit(s) at no additional charge to Hidalgo County.

6) Vendors submitting bid shall have a covered working area to protect vehicles and equipment against inclement weather while conducting installations or removals.

7) Vendor(s) submitting bid must be able to schedule and complete a vehicle installation in two (2) working days and a removal in one (1) working day.

8) Vendor(s) submitting bid will be able to service a fleet size of over three- hundred (300) units or more.

9) Vendor(s) submitting bid will be able to work on multiple (example: three (3) or more) vehicles at one given time.

10) Vendor(s) submitting bid will be able to refurbish and/or repair any and all non-working overhead lightbars, radios, sirens and miscellaneous equipment unless equipment is beyond repair.

11) For items under Manufacturer's warranty, warranty will prevail until expiration of that warranty, thereafter this agreement will commence.

12) Any additional item(s) that might be needed/required and not herein specified shall be honored under this contract.

13) Vendor(s) invoicing additional items with mark up pricing must also include all supporting documentation. (See Exhibit B for sample)

14) Vendor(s) submitting bid will have ample space to store property being removed and/or installed and the ability to track and document the storage of property.

15) Vendor(s) submitting bid will have the proposed facility insured for damages, losses resulting in theft, fire, employee negligence or hazardous weather conditions. (Garage Keepers Insurance)

16) Awarded vendor(s) will be responsible for vehicles and/or equipment that are damaged or vandalized while in their control.

17) Vendor(s) must have an area to keep vehicles secured for overnight and weekends.

18) Vendors submitting bid must have a service facility located in Hidalgo County to be able to complete work specified.

19) Vendors submitting bid must guarantee work performed on vehicles shall be for a period of at least ninety (90) days.

20) On occasion awarded vendor will be required to perform emergency install and/or remove onsite. All charges and service calls must be included in the bid price.

21) Interested vendor(s) are welcome to make arrangements with the purchasing department to examine fleet vehicles prior to bid opening date.

22) Services Facility must have the ability to tract and document the storage of property, while conducting repair and/or installing equipment.

TERMS & CONDITIONS

1. The term of the contract will be for one (1) year with the county's option to extend for three (3) additional one (1) year terms under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3. Hidalgo County may utilize state contracts if it is in the county's best interest to do so.

4. Hidalgo County reserves the right to add or delete during the term of the contract under the same rates and conditions.

5. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

6. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

7. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits).

8. 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.

9. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

10. Bidder(s) agrees that to the extent an items is unavailable from Bidder(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

11. After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

12. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

13. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style or quality of material desired.

14. Hidalgo County reserves the right to award this contract on the basis of lowest and best bid.

REPAIRS, REMOVAL, INSTALLATION and/or PURCHASE

Equipment used can change on a day-to-day basis depending on new product lines available. The list below is to let you identify what type of equipment you may be repairing and not limited to the scope of repairs to these items. The repairs will be for everything installed or assigned specifically to police units, marked units and unmarked units that is considered emergency equipment. Miscellaneous equipment includes flashlight chargers, additional power sources, shotgun racks and vehicle floor mounting brackets. **Any and all new equipment acquired by Hidalgo County will be honored.**

Hidalgo County has the following equipment installed in the vehicles:

a) ***RADIOS*** **to include all make and models of mobile, handheld/portable radio and systems:**

- Police Radio- Truck/rear mount to include speaker & mic
- Police Radio dash mount to include speaker & mic
- Police Radio concealed mount to include speaker & mic
- Hand held mobile/portable, two way, radio system etc.
- Band radios
- Radio base
- Radio Frequency Program
- De Programming Radio Frequency
- Create and/or change radio template

b) ***SIRENS:***

- 12 Volt Sirens
- Siren Speakers Push Bar Mounted
- Siren Speakers Concealed Mounted
- Multi Function Siren Box
- Undercover siren with position switch
- Siren with PA
- Siren control head

c) **ANTENNAS:** including disguise antennas, and interface to the radios

- Antenna roof mount
- Antenna window mount
- Antenna concealed mount
- Antenna tuning

d) ***LIGHTS & LIGHTBARS:*** to include interface cables to consoles and installation and interface with switch panels

- Roof mount Light bar to include controller
- Directional light bar roof mount to include controller
- Directional light bar interior mount to include controller
- Any make and/or model emergency light bar source interior and or exterior mount
- Specialty overhead roof mount and/or side mount acceleratory lighting into include all components (example alternate rely, switches, etc.

e) ***OTHER:***

- In car Video Camera System to include power supply
- Radars with Antennas
- Mobile Data Computers & power supply
- Computer mount/docking station
- Grille Lights (Halogen, LED or Strobe) push bar mount
- Grille Lights (Halogen, LED or Strobe) concealed mount
- Rear Deck Lights (strobe, LED or halogen) interior/exterior
- Dash Lights (strobe, led or Halogen) interior/exterior
- Prisoner Cages- front/rear
- Window Barriers
- Shotgun/Rifle Rack (all mounts & types)
- Shop Brackets for specialty designed light mounting
- Modem/GPS
- Fire extinguisher to include brackets
- Light Inserts by Pairs, Front or Back (Halogen, LED or Strobe)
- Strobe/LED power supplies
- Fuse panel
- Switch Panel
- K-9 Hotdog System
- K-9 Door Popper
- Wig-Wag Flasher

- Flash Light Charger
- Push Bumpers
- Center Console
- Vehicle Graphics
- Cut Off Stop Lights & backup lights
- Kill Switch
- Extra Outlets (cig. Lighter type)
- Switch Panel
- Charge Guard(to include relay)
- Shut down timer
- QPA-1125 Dual Slot charger
- Shop Brackets for specialty designed shotgun/rifle rack mounting
- K-9 rear insert
- Whelen VTX609J split color, red, blue, white and/or amber with 9 foot cable
- Whelen VTX609C split color, red, blue, white and/or amber with 9 foot cable
- Whelen VTX609R split color, red, blue, white and/or amber with 9 foot cable
- Whelen Tam85 six lamp super LED traffic advisor with two end flashing super led blue, red and/or amber 46.82 inch long to include control box
- Whelen VTX609R Vertex super led light red, blue, amber or white 9 foot cable
- Whelen IONSMJ surface mount ION LT red/blue with black housing
- SSWFPOSI6 100% sold state headlight and taillight flasher 2 outlet with seven flash patterns to include plug for positive switching
- Whelen M4J split color with clear outer lens side by side red/amber and red/blue only internal flasher with flash patterns and synchronize feature
- Whelen M4FB m4 led lasher blue/red flange, black
- Whelen SA315P 123Db speaker nylon composite to include mounting bracket
- Whelen 295SLSA6 single unite siren with 9 switch light control and standard switching now with park kill and timed out relay with 17 scan lock siren tones
- Small Fuse Holder
- Large fuse Holder
- Distribution Block
- Standard ATC fuse 10 Amp
- Round Rocker Switch Black
- 40 AMP AGU type fuse
- Bosch Mini giant relay
- Charge Guard
- SPDT Center off rocker switch
- Corner Strobe Assy
- TNC Crimp connector
- FED signal corner strobe head
- Strap kit
- STD Palm microphone (GCAI)
- Mobile PWR CBL HI PWR
- Mini Cluster Box
- Automotive Rocker Switch
- Panduit
- Rocker switches for Whelen
- SPST 25A LED switch
- Mini UHF male conn
- Mini ATC Fuse 5 amp
- Antenna ¼ wabe 152-162
- Halogen Blub
- FED single corner strobe head
- L.V. SW. Assey
- KNOB

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen 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.

- 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.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- 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:

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 Elena.gomez@co.hidalgo.tx.us by NO LATER THAN MONDAY, December 29, 2014 BY 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no **later than Friday, January 02, 2015 BY 5:00 P.M.**

EXHIBIT "B"
Bid Page
Hidalgo County Sheriff's Office
"Repair, Removal and Installation and/or Purchases of Radios, Computers and Other Misc. Equipment"
Bid No: 2015-012-01-07-MEG

NIGP codes	Description Of Items	Removal Price	Installation Price	Repair Price (per hour)
RADIOS: **to include all mobile handheld/portable radio and systems:**				
055-67	Police Radio trunk/rear mount to include speaker & mic	$	$	$
055-67	Police Radio dash mount to include speaker & mic	$	$	$
055-67	Police Radio concealed mount to include speaker & mic	$	$	$
726-88	Hand held, mobile/portable, two way radio systems etc.			
726-56	Band Radios			
726-89	Radio Base			
928-27	Radio Frequency Program	$	$	$
928-27	Radio Frequency De Program	$	$	$
928-27	Create and/or Change radio template	$	$	$
SIREN:				
055-79	12 Volt Sirens	$	$	$
055-16	Siren Speakers Push Bar Mounted	$	$	$
055-16	Siren Speakers Concealed Mounted	$	$	$
055-16	Multi Function Siren Box	$	$	$
055-83	Undercover siren with position switch	$	$	$
055-16	Siren with PA	$	$	$
055-16	Siren Control head	$	$	$
ANTENNAS:				
055-67	Antenna roof mount	$	$	$
055-67	Antenna window mount	$	$	$
055-67	Antenna concealed mount	$	$	$
726-16	Antenna tuning	$	$	$
LIGHT & LIGHTBARS:				
055-57	Roof mount Light bar to include controller	$	$	$
055-57	Directional Light bar roof mount to include controller	$	$	$
055-57	Directional Light bar interior mount to include controller	$	$	$
055-57	Any make and/or model emergency light bar source interior and or exterior mount	$	$	$
055-57	Specialty overhead roof mount and/or side mount acceleratory lighting into include all components (example: alternate rely, switches etc.)	$	$	$
OTHER				
055-12	In car Video Camera System to include power supply	$	$	$
680-77	Radars with Antennas	$	$	$
725-60	Mobile Data Computers & power supply	$	$	$
055-67	Computer mount/docking station	$	$	$
055-67	Grille Lights (Halogen, LED or Strobe) push bar mount	$	$	$
055-67	Grille Lights (Halogen, LED or Strobe) push bar concealed mount	$	$	$
055-57	Rear Deck Lights (strobe, led or halogen) interior/exterior	$	$	$
055-57	Dash Lights (strobe, led or Halogen) interior/exterior	$	$	$
680-42	Prisoner Cages front/rear	$	$	$
680-40	Window Barriers	$	$	$
055-74	Shotgun/Rifle Rack (all mounts & types)	$	$	$
055-67	Shop Brackets for specialty designed light mounting	$	$	$
055-35	Modem/GPS	$	$	$
340-28	Fire extinguisher to include brackets	$	$	$
055-57	Light Inserts by Pairs, Front or Back (Halogen, LED or Strobe)	$	$	$
055-57	Strobe/LED power supplies	$	$	$
285-34	Fuse panel	$	$	$

EXHIBIT "B"
Bid Page
Hidalgo County Sheriff's Office
"Repair, Removal and Installation and/or Purchases of Radios, Computers and Other Misc. Equipment"
Bid No: 2015-012-01-07-MEG

NIGP codes	Description Of Items	Removal Price	Installation Price	Repair Price (per hour)
285-95	Switch Panel	$	$	$
680-33	K-9 Hotdog System	$	$	$
285-34	K-9 Door Popper	$	$	$
055-83	Wig-Wag Flasher	$	$	$
060-37	Flash Light Charger	$	$	$
055-36	Push Bumpers	$	$	$
055-16	Center Console	$	$	$
255-30	Vehicle Graphics	$	$	$
055-67	Cut Off Stop & Backup Lights	$	$	$
285-95	Kill Switch	$	$	$
725-14	QPA -1125 Dual slot Charger	$	$	$
060-37	Extra Outlets (cig. Lighter type)	$	$	$
840-70	Charge Guard (to include relay)	$	$	$
840-70	Shut down timer	$	$	$
680-33	K-9 Rear Insert	$	$	$
055-74	Shop Brackets for specialty designed Shotgun/Rifle Rack mounting	$	$	$

		PRICE per unit			
	PURCHASE PARTS	*1-5 units*	*6-10 units*	*11-15 units*	*16 or more*
055-57	Whelen VTX609J split color, red, blue, white and/or amber with 9 foot cable				
055-57	Whelen VTX609C split color, red, blue, white and/or amber with 9 foot cable				
055-57	Whelen VTX609R split color, red, blue, white and/or amber with 9 foot cable				
055-57	Whelen Tam85 six lamp super LED traffic advisor with two end flashing super led blue, red and/or amber 46.82 inch long to include control box				
055-57	Whelen VTX609R Vertex super led light red, blue, amber or white 9 foot cable				
055-57	Whelen IONSMJ surface mount ION LT red/blu with black housing				
055-57	SSWFPOSI6 100% solid state headlight and taillight flasher 2 outlet 160 watts per outlet with seven flash patterns to include plug for positive switching				
055-57	Whelen M4J split color with clear outer lens side by side red/amber and red/blue only internal flasher with flash patterns and synchronize feature				
055-57	Whelen M4FB m4 led lasher blue/red flange, black				
055-57	Whelen SA315P 123Db speaker nylon composite to include mounting bracket				
055-57	Whelen 295SLSA6 single unite siren with 9 switch light control and standard switching now with park kill and timed out relay with 17 scan lock siren tones				
285-34	Small Fuse Holder				
285-34	Large fuse holder				
060-37	Distribution Block				
285-34	Standard ATC Fuse 10 Amp				
055-83	Round Rocker Switch Black				
285-34	40 AMP AGU Type Fuse				
060-36	Bosch Mini Giant Relay				
060-37	Charge Guard				

EXHIBIT "B"
Bid Page
Hidalgo County Sheriff's Office
"Repair, Removal and Installation and/or Purchases of Radios, Computers and Other Misc. Equipment"
Bid No: 2015-012-01-07-MEG

055-83	SPDT Center Off Rocker Switch				
055-57	Corner Strobe Assy.				
	TNC Crimp connector				
	Fed signal corner strobe head				
060-24	Strap Kit				
726-90	STD Palm Microphone (Gcai)				
060-24	Mobile PWR CBL HIPWR				
055-83	Mini Cluster Box				
055-83	Automotive Rocker Switch				
060-24	Panduit				
055-83	Rocker Switches For Whelen				
055-83	SPST 25A LED SWITCH				
726-90	MINI UHF MALE CONN				
726-90	MINI ATC FUSE 5 AMP				
726-16	ANTENNA ¼ WABE 152-162				
	HALOGENBULB				
055-37	27W HALOGENBULB				
055-57	FED SIGNAL CORNER STROBE HEAD				
085-95	L.V. SW. ASSEY				
726-90	KNOB				

Mark up % rate for non-listed parts: _____

Items not listed but required; vendor(s) invoices with mark up pricing must include and reflect the following information. (All supporting documents must be submitted with invoices)

SAMPLE – INVOICE FORMAT
Markup Pricing

Description Of Item	Qty	Cost	Markup %	Markup pricing	Markup total price	Invoice Amt.

List all Warranties: _____

ACKNOWLEDGMENT FORM

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 No: _____ FAX No: _____

E-MAIL ADDRES _____

CELLULAR No.: _____

PRINTED NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____ DATE: _____

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	LIMITS	
A	**GENERAL LIABILITY** COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR OWNER'S & CONT. PROT OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

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

	OFFICE USE ONLY
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.	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:
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. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

EXHIBIT “B”

VENDOR’S BID PRICE

EXHIBIT "B"
Bid Page
Hidalgo County Sheriff's Office
"Repair, Removal and Installation and/or Purchases of Radios, Computers and Other Misc. Equipment"
Bid No: 2015-012-01-07-MEG

NIGP codes	Description Of Items	Removal Price	Installation Price	Repair Price (per hour)
RADIOS: **to include all mobile handheld/portable radio and systems:**				
055-67	Police Radio trunk/rear mount to include speaker & mic	$ 20.50	$ 39.00	$ 28.90
055-67	Police Radio dash mount to include speaker & mic	$ 9.50	$ 24.00	$ 28.90
055-67	Police Radio concealed mount to include speaker & mic	$ 20.50	$ 39.00	$ 28.90
726-88	Hand held, mobile/portable, two way radio systems etc.	0.00	0.00	28.90
726-56	Band Radios	0.00	0.00	28.90
726-89	Radio Base	0.00	0.00	28.90
928-27	Radio Frequency Program	$ 0.00	$ 0.00	$ 28.90
928-27	Radio Frequency De Program	$ 0.00	$ 0.00	$ 28.90
928-27	Create and/or Change radio template	$ 0.00	$ 0.00	$ 100.00
SIREN:				
055-79	12 Volt Sirens	$ 12.00	$ 24.00	$ 28.90
055-16	Siren Speakers Push Bar Mounted	$ 11.00	$ 17.00	$ 28.90
055-16	Siren Speakers Concealed Mounted	$ 11.00	$ 19.00	$ 28.90
055-16	Multi Function Siren Box	$ 14.00	$ 24.00	$ 28.90
055-83	Undercover siren with position switch	$ 14.00	$ 29.00	$ 28.90
055-16	Siren with PA	$ 14.00	$ 29.00	$ 28.90
055-16	Siren Control head	$ 14.00	$ 29.00	$ 28.90
ANTENNAS:				
055-67	Antenna roof mount	$ 10.00	$ 9.00	$ 28.90
055-67	Antenna window mount	$ 10.00	$ 9.00	$ 28.90
055-67	Antenna concealed mount	$ 9.00	$ 19.00	$ 28.90
726-16	Antenna tuning	$ 0.00	$ 0.00	$ 28.90
LIGHT & LIGHTBARS:				
055-57	Roof mount Light bar to include controller	$ 18.50	$ 49.00	$ 28.90
055-57	Directional Light bar roof mount to include controller	$ 14.00	$ 49.00	$ 28.90
055-57	Directional Light bar interior mount to include controller	$ 14.00	$ 49.00	$ 28.90
055-57	Any make and/or model emergency light bar source interior and or exterior mount	$ 14.00	$ 49.00	$ 28.90
055-57	Specialty overhead roof mount and/or side mount acceleratory lighting into include all components (example: alternate rely, switches etc.)	$ 14.00	$ 49.00	$ 28.90
OTHER				
055-12	In car Video Camera System to include power supply	$ 17.00	$ 89.00	$ 28.90
680-77	Radars with Antennas	$ 14.00	$ 59.00	$ 28.90
725-60	Mobile Data Computers & power supply	$ 14.00	$ 39.00	$ 28.90
055-67	Computer mount/docking station	$ 14.00	$ 39.00	$ 28.90
055-67	Grille Lights (Halogen, LED or Strobe) push bar mount	$ 9.00	$ 24.00	$ 28.90
055-67	Grille Lights (Halogen, LED or Strobe) push bar concealed mount	$ 9.00	$ 24.00	$ 28.90
055-57	Rear Deck Lights (strobe, led or halogen) interior/exterior	$ 9.00	$ 24.00	$ 28.90
055-57	Dash Lights (strobe, led or Halogen) interior/exterior	$ 9.00	$ 14.00	$ 28.90
680-42	Prisoner Cages front/rear	$ 14.00	$ 29.00	$ 28.90
680-40	Window Barriers	$ 9.00	$ 14.00	$ 28.90
055-74	Shotgun/Rifle Rack (all mounts & types)	$ 9.00	$ 12.00	$ 28.90
055-67	Shop Brackets for specialty designed light mounting	$ 9.00	$ 9.00	$ 0.00
055-35	Modem/GPS	$ 9.00	$ 24.00	$ 28.90
340-28	Fire extinguisher to include brackets	$ 4.00	$ 4.00	$ 0.00
055-57	Light Inserts by Pairs, Front or Back (Halogen, LED or Strobe)	$ 9.00	$ 19.00	$ 28.90
055-57	Strobe/LED power supplies	$ 9.00	$ 14.00	$ 28.90
285-34	Fuse panel	$ 9.00	$ 17.00	$ 28.90

OPENED
11-7-15
@ 4:45pm
Witnessed

EXHIBIT "B"
Bid Page
Hidalgo County Sheriff's Office
"Repair, Removal and Installation and/or Purchases of Radios, Computers and Other Misc. Equipment"
Bid No: 2015-012-01-07-MEG

NIGP codes	Description Of Items	Removal Price	Installation Price	Repair Price (per hour)
285-95	Switch Panel	$ 9.00	$ 19.00	$ 28.90
680-33	K-9 Hotdog System	$ 9.00	$ 29.00	$ 28.90
285-34	K-9 Door Popper	$ 9.00	$ 9.00	$ 28.90
055-83	Wig-Wag Flasher	$ 9.00	$ 14.00	$ 28.90
060-37	Flash Light Charger	$ 4.00	$ 9.00	$ 28.90
055-36	Push Bumpers	$ 14.00	$ 24.00	$ 0.00
055-16	Center Console	$ 14.00	$ 24.00	$ 0.00
255-30	Vehicle Graphics	$ 99.00	$ 99.00	$ 28.90
055-67	Cut Off Stop & Backup Lights	$ 14.00	$ 49.00	$ 28.90
285-95	Kill Switch	$ 9.00	$ 9.00	$ 28.90
725-14	QPA -1125 Dual slot Charger	$ 0.00	$ 0.00	$ 28.90
060-37	Extra Outlets (cig. Lighter type)	$ 9.00	$ 9.00	$ 28.90
840-70	Charge Guard (to include relay)	$ 9.00	$ 19.00	$ 28.90
840-70	Shut down timer	$ 9.00	$ 9.00	$ 28.90
680-33	K-9 Rear Insert	$ 9.00	$ 49.00	$ 0.00
055-74	Shop Brackets for specialty designed Shotgun/Rifle Rack mounting	$ 9.00	$ 29.00	$ 28.90

OPENED
1:7:15
9:45am
Witnessed

	PURCHASE PARTS	PRICE per unit 1-5 units	6-10 units	11-15 units	16 or more
055-57	Whelen VTX609J split color, red, blue, white and/or amber with 9 foot cable	84.00	77.00	77.00	77.00
055-57	Whelen VTX609C split color, red, blue, white and/or amber with 9 foot cable	84.00	77.00	77.00	77.00
055-57	Whelen VTX609R split color, red, blue, white and/or amber with 9 foot cable	84.00	77.00	77.00	77.00
055-57	Whelen Tam85 six lamp super LED traffic advisor with two end flashing super led blue, red and/or amber 46.82 inch long to include control box	991.00	903.00	903.00	903.00
055-57	Whelen VTX609R Vertex super led light red, blue, amber or white 9 foot cable	84.00	77.00	77.00	77.00
055-57	Whelen IONSMJ surface mount ION LT red/blu with black housing	112.00	102.00	102.00	102.00
055-57	SSWFPOSI6 100% solid state headlight and taillight flasher 2 outlet 160 watts per outlet with seven flash patterns to include plug for positive switching	70.00	64.00	64.00	64.00
055-57	Whelen M4J split color with clear outer lens side by side red/amber and red/blue only internal flasher with flash patterns and synchronize feature	154.00	140.00	140.00	140.00
055-57	Whelen M4FB m4 led lasher blue/red flange, black	6.00	6.00	6.00	6.00
055-57	Whelen SA315P 123Db speaker nylon composite to include mounting bracket	202.00	184.00	184.00	184.00
055-57	Whelen 295SLSA6 single unite siren with 9 switch light control and standard switching now with park kill and timed out relay with 17 scan lock siren tones	441.00	402.00	402.00	402.00
285-34	Small Fuse Holder	1.00	1.00	1.00	1.00
285-34	Large fuse holder	4.00	4.00	4.00	4.00
060-37	Distribution Block	22.00	20.00	20.00	20.00
285-34	Standard ATC Fuse 10 Amp	1.00	1.00	1.00	1.00
055-83	Round Rocker Switch Black	5.00	5.00	5.00	5.00
285-34	40 AMP AGU Type Fuse	1.00	1.00	1.00	1.00
060-36	Bosch Mini Giant Relay	5.00	4.00	4.00	4.00
060-37	Charge Guard	85.00	77.00	77.00	77.00

EXHIBIT "B"
Bid Page
Hidalgo County Sheriff's Office
"Repair, Removal and Installation and/or Purchases of Radios, Computers and Other Misc. Equipment"
Bid No: 2015-012-01-07-MEG

055-83	SPDT Center Off Rocker Switch	3 00	2 00	2 00	2 00
055-57	Corner Strobe Assy.	370 00	330 00	330 00	330 00
	TNC Crimp connector	31 00	28 00	28 00	28 00
	Fed signal corner strobe head	30 00	27 00	27 00	27 00
060-24	Strap Kit	70 00	63 00	63 00	63 00
726-90	STD Palm Microphone (Gcai)	107 00	56 00	56 00	56 00
060-24	Mobile PWR CBL HIPWR	31 00	28 00	28 00	28 00
055-83	Mini Cluster Box	4 00	3 00	3 00	3 00
055-83	Automotive Rocker Switch	1 00	1 00	1 00	1 00
060-24	Panduit	2 00	2 00	2 00	2 00
055-83	Rocker Switches For Whelen	6 00	5 00	5 00	5 00
055-83	SPST 25A LED SWITCH	5 00	5 00	5 00	5 00
726-90	MINI UHF MALE CONN	3 00	3 00	3 00	3 00
726-90	MINI ATC FUSE 5 AMP	1 00	1 00	1 00	1 00
726-16	ANTENNA ¼ WABE 152-162	13 00	12 00	12 00	12 00
	HALOGENBULB				
055-37	27W HALOGENBULB	21 00	20 00	20 00	20 00
055-57	FED SIGNAL CORNER STROBE HEAD	30 00	27 00	27 00	27 00
085-95	L.V. SW. ASSEY	45 00	41 00	41 00	41 00
726-90	KNOB	4 00	4 00	4 00	4 00

Mark up % rate for non-listed parts: 12.75

Items not listed but required; vendor(s) invoices with mark up pricing must include and reflect the following information. (All supporting documents must be submitted with invoices)

SAMPLE – INVOICE FORMAT
Markup Pricing

Description Of Item	Qty	Cost	Markup %	Markup pricing	Markup total price	Invoice Amt.

List all Warranties: 60 Days

OPENED
1/7/15
9:45am
Witnessed

EXHIBIT "B"
Bid Page
Hidalgo County Sheriff's Office
"Repair, Removal and Installation and/or Purchases of Radios, Computers and Other Misc. Equipment"
Bid No: 2015-012-01-07-MEG

ACKNOWLEDGMENT FORM

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 South Texas Communications

ADDRESS: 709 E. Pecan

CITY/STATE/ZIP CODE: McAllen, Tx. 78501

PHONE No: 956-687-8591 FAX No: 956-687-1735

E-MAIL ADDRES jlewing1@stcradios.com

CELLULAR No.: 956-457-9895

PRINTED NAME: James L. Ewing

AUTHORIZED SIGNATURE: James L Ewing

TITLE: Vice-Pres DATE: 1/6/2015

EXHIBIT “C”

INSURANCE REQUIREMENTS

SOUTTEX-18 CANPA1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/1/2014

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

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

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

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
South Texas Communications, Inc. P.O. Box 3712 McAllen, TX 78502	INSURER A: United Fire Lloyds	43559
	INSURER B: American Hallmark Ins Co of TX	43494
	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 X LOC OTHER:			85318377	04/20/2014	04/20/2015	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 X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			85318377	04/20/2014	04/20/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			85318377	04/20/2014	04/20/2015	EACH OCCURRENCE AGGREGATE Aggregate	$ 1,000,000 $ $ 1,000,000
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		AHWC1437	02/01/2014	02/01/2015	PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	Garage & Dealers (SI			85318377	04/20/2014	04/20/2015	Each Covered Auto	45,000

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

CERTIFICATE HOLDER

Hidalgo County Purchasing Dept. Attn: Elena
100 E. Cano Street
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Zimbra **elena.gomez@co.hidalgo.tx.us**

Fwd: Review & Approve Contract # C-15-012-01-20-South Texas Communications Inc-HCSO

Tue, Jan 13, 2015 09:23 AM

7 attachments

From: "Steve Crain" <scrain@atlashall.com>
To: "Leticia H. Saenz" <leticia.saenz@co.hidalgo.tx.us>
Sent: Tuesday, January 13, 2015 8:57:07 AM
Subject: RE: Review & Approve Contract # C-15-012-01-20-South Texas Communications Inc-HCSO

The agreement is fine.

From: Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Monday, January 12, 2015 4:32 PM
To: Steve Crain
Cc: Darlene H. Betancourt; Elena Gomez
Subject: Review & Approve Contract # C-15-012-01-20-South Texas Communications Inc-HCSO

Good afternoon, Mr. Crain-

Please review and approve as to form agreement (attached hereto) with **South Texas Communications, Inc.** for the purposes of: **"Repair, Removal and Installation and/or Purchase of Radios, Computers and Other Miscellaneous Emergency Equipment" (on an as needed basis)** for the **Hidalgo County Sheriff's Office.**

****Note: will be placing on the next CC agenda for final approval.**

Please advise.

Thanks.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2812 South Business Highway 281

Edinburg, Texas 78539
***P**(956) 318-2626 **F**(956) 318-2629*
Email: leticia.saenz@co.hidalgo.tx.us

…DON'T WORRY…BE HAPPY…

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01 C-15-012-01-20-South Texas Communication Inc-HCSO.pdf
3 MB

011215-email to legal-review & approve contract-STC.pdf
20 KB

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

BID OPENING DATE: JANUARY 07, 2015 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: Hidalgo County Sheriff's Office -"Repair, Removal and Installation and/or Purchases of Radios, Computers and Other Misc. Equipment"

BID NO: 2015-012-01-07-MEG BUYER: ELENA GOMEZ

	NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
1.	**VSL, INC.** Attn: Diana or Valentin Cardenas	Email	Elena Gomez	12/22/14	3716 S. Bus. Hwy. 281 Edinburg, Tx 78539 (o)956-383-6588 (f)956-380-1513 vslinc@aol.com
2.	**TRI-COUNTY COMMUNICATIONS** Attn: Vickie Wilt	Email	Elena Gomez	12/22/14	1421 East Pike Blvd. Weslaco, Tx78596 956-447-8440 (o) 956-227-0205(c) dchampion@tri-countycom.com
3.	**SOUTH TEXAS COMMUNICATIONS** Attn: Sid Basaldua	Email	Elena Gomez	12/22/14	P.O. BOX 3712 McAllen, Tx78502 (O)956-687-8591 (F)687-1735 sidb@stcradios.com
4.	**SOUTH TEXAS LIGHTS** Attn: Travis Johnson	Email	Elena Gomez	12/22/14	115 Autumn Chase Edinburg, Tx 78541 travis0891@sbcglobal.net
5.	**GRAYBAR** **Attn: Scott Ponton**	Email	Elena Gomez	12/22/14	1402 Laredo Street Corpus Christi, Tx 78401 (o) 361-886-4135 (f) 361-886-4199 Mobile 361-438-2700 scott.ponton@graybar.com
6.	**JTS** **Attn: Kyle Fuller** As per email will not be participating	Email	Elena Gomez	12/22/14	5310 s. Cockrell Hill Road Dallas, Texas 75236 972-620-1435 ext 125 www.jts.net kyle@jts.net
7.	**TagleRock Technologies LLC** **Mario Barreiro**	Email	Elena Gomez	12/22/14	205 N. 16th Street McAllen, Texas 78501 956-682-9889 956-329-2398 Mario.taglerock@gmail.com
8.	**NETSYNC Network Solutions** Linda Rae Garza	Email	Elena Gomez	12/30/14	2500 West Loop South Ste,410 Houston, Texas 77027 956-310-9538 lgarza@netsyncnetwork.com
9.	**Vanguard IT Solutions, LLC**	Email	Elena Gomez	1/0614	355 W. Elizabeth St. Suite 117 Brownsville, Texas 78520 eflores@vanguardit.org 956-230-7297

***VIA:**
IN PERSON (IP)
E-MAIL (EM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME/ DESCRIPTION OF BID : Hidalgo County Sheriff's Office -"Repair, Removal and Installation and/or Purchases of Radios, Computers and Other Misc. Equipment"

BID OPENING DATE: JANUARY 07, 2015	**BID OPENING TIME: 9:30 A.M.**
BID NO: 2015-012-01-07-MEG	**BUYER: ELENA GOMEZ**

	PARTICIPATING VENDOR
	South Texas Communications McAllen Texas

Description of Items	REMOVAL PRICE	INSTALLATION PRICE	REPAIR PRICE (PER HOUR)
RADIOS:			
Police Radio trunk/rear mount to include speaker & mic	20.50	39.00	28.90
Police Radio dash mount to include speaker & mic	9.50	24.00	28.90
Police Radio concealed mount to include speaker & mic	20.50	39.00	28.90
Hand held, mobile/portable, two way radio systems etc.	0.00	0.00	28.90
Band Radios	0.00	0.00	28.90
Radio Base	0.00	0.00	28.90
Radio Frequency Program	0.00	0.00	28.90
Radio Frequency De Program	0.00	0.00	28.90
Create and/or Change radio template	0.00	0.00	100.00
SIREN:			
12 Volt Sirens	12.00	24.00	28.90
Siren Speakers Push Bar Mounted	11.00	17.00	28.90
Siren Speakers Concealed Mounted	11.00	19.00	28.90
Multi Function Siren Box	14.00	24.00	28.90
Undercover siren with position switch	14.00	29.00	28.90
Siren with PA	14.00	29.00	28.90
Siren Control head	14.00	29.00	28.90
ANTENNAS:			
Antenna roof mount	6.00	9.00	28.90
Antenna window mount	6.00	9.00	28.90
Antenna concealed mount	9.00	19.00	28.90
Antenna tuning	0.00	0.00	28.90
LIGHT & LIGHTBARS			
Roof mount Light bar to include controller	18.50	49.00	28.90
Directional Light bar roof mount to include controller	14.00	49.00	28.90
Directional Light bar interior mount to include controller	14.00	49.00	28.90
Any make and/or model emergency light bar source interior and or exterior mount	14.00	49.00	28.90
Specialty overhead roof mount and/or side mount acceleratory lighting into include all components (example: alternate rely, switches etc.)	14.00	49.00	28.90
OTHER:			
In car Video Camera System to include power supply	17.00	89.00	28.90
Radars with Antennas	14.00	59.00	28.90
Mobile Data Computers & power supply	14.00	39.00	28.90
Computer mount/docking station	14.00	39.00	28.90
Grille Lights (Halogen, LED or Strobe) push bar mount	9.00	24.00	28.90
Grille Lights (Halogen, LED or Strobe) push bar concealed mount	9.00	24.00	28.90
Rear Deck Lights (strobe, led or halogen) interior/exterior	9.00	24.00	28.90
Dash Lights (strobe, led or Halogen) interior/exterior	9.00	14.00	28.90
Prisoner Cages front/rear	14.00	29.00	28.90
Window Barriers	9.00	14.00	28.90

Description of Items	REMOVAL PRICE	INSTALLATION PRICE	REPAIR PRICE (PER HOUR)
Shotgun/Rifle Rack (all mounts & types)	9.00	17.00	28.90
Shop Brackets for specialty designed light mounting	9.00	9.00	0.00
Modem/GPS	9.00	24.00	28.90
Fire extinguisher to include brackets	4.00	4.00	0.00
Light Inserts by Pairs, Front or Back (Halogen, LED or Strobe)	9.00	19.00	28.90
Strobe/LED power supplies	9.00	14.00	28.90
Fuse panel	9.00	17.00	28.90
Switch Panel	9.00	19.00	28.90
K-9 Hotdog System	9.00	29.00	28.90
K-9 Door Popper	9.00	9.00	28.90
Wig-Wag Flasher	9.00	14.00	28.90
Flash Light Charger	4.00	9.00	28.90
Push Bumpers	14.00	24.00	0.00
Center Console	14.00	24.00	0.00
Vehicle Graphics	99.00	99.00	28.90
Cut Off Stop & Backup Lights	14.00	49.00	28.90
Kill Switch	9.00	9.00	28.90
QPA -1125 Dual slot Charger	0.00	0.00	28.90
Extra Outlets (cig. Lighter type)	9.00	9.00	28.90
Charge Guard (to include relay)	9.00	19.00	28.90
Shut down timer	9.00	9.00	28.90
K-9 Rear Insert	9.00	49.00	0.00
Shop Brackets for specialty designed Shotgun/Rifle Rack mounting	9.00	29.00	28.90

PURCHASE PARTS	*PRICE per unit*			
	1-5 units	*6-10 units*	*11-15 units*	*16 or more*
Whelen VTX609J split color, red, blue, white and/or amber with 9 foot cable	84.00	77.00	77.00	77.00
Whelen VTX609C split color, red, blue, white and/or amber with 9 foot cable	84.00	77.00	77.00	77.00
Whelen VTX609R split color, red, blue, white and/or amber with 9 foot cable	84.00	77.00	77.00	77.00
Whelen Tam85 six lamp super LED traffic advisor with two end flashing super led blue, red and/or amber 46.82 inch long to include control box	991.00	903.00	903.00	903.00
Whelen VTX609R Vertex super led light red, blue, amber or white 9 foot cable	84.00	77.00	77.00	77.00
Whelen IONSMJ surface mount ION LT red/blu with black housing	112.00	102.00	102.00	102.00
SSWFPOSI6 100% solid state headlight and taillight flasher 2 outlet 160 watts per outlet with seven flash patterns to include plug for positive switching	70.00	64.00	64.00	64.00
Whelen M4J split color with clear outer lens side by side red/amber and red/blue only internal flasher with flash patterns and synchronize feature	154.00	140.00	140.00	140.00
Whelen M4FB m4 led lasher blue/red flange, black	6.00	6.00	6.00	6.00
Whelen SA315P 123Db speaker nylon composite to include mounting bracket	202.00	184.00	184.00	184.00
Whelen 295SLSA6 single unite siren with 9 switch light control and standard switching now with park kill and timed out relay with 17 scan lock siren tones	441.00	402.00	402.00	402.00
Small Fuse Holder	1.00	1.00	1.00	1.00
Large fuse holder	4.00	4.00	4.00	4.00
Distribution Block	22.00	20.00	20.00	20.00
Standard ATC Fuse 10 Amp	1.00	1.00	1.00	1.00
Round Rocker Switch Black	5.00	5.00	5.00	5.00
40 AMP AGU Type Fuse	1.00	1.00	1.00	1.00
Bosch Mini Giant Relay	5.00	4.00	4.00	4.00
Charge Guard	85.00	77.00	77.00	77.00
SPDT Center Off Rocker Switch	3.00	2.00	2.00	2.00
Corner Strobe Assy.	370.00	338.00	338.00	338.00
TNC Crimp connector	31.00	28.00	28.00	28.00

Fed signal corner strobe head	30.00	27.00	27.00	27.00
Strap Kit	70.00	63.00	63.00	63.00
STD Palm Microphone (Gcai)	62.00	56.00	56.00	56.00
Mobile PWR CBL HIPWR	31.00	28.00	28.00	28.00
Mini Cluster Box	4.00	3.00	3.00	3.00
Automotive Rocker Switch	1.00	1.00	1.00	1.00
Panduit	2.00	2.00	2.00	2.00
Rocker Switches For Whelen	6.00	5.00	5.00	5.00
SPST 25A LED switch	5.00	5.00	5.00	5.00
Mini UHF male conn	3.00	3.00	3.00	3.00
Mini ATC fuse 5 AMP	1.00	1.00	1.00	1.00
Antenna ¼ Wabe 152-162	13.00	12.00	12.00	12.00
Halogen Bulb	21.00	20.00	20.00	20.00
27 W Halogen Bulb	21.00	20.00	20.00	20.00
FED Signal Corner Stobe Head	30.00	27.00	27.00	27.00
L.V. SW. assey	45.00	41.00	41.00	41.00
Knob	4.00	4.00	4.00	4.00

Mark up % rate for non-listed parts: _____12.75__%__

Items not listed but required; vendor(s) invoices with mark up pricing must include and reflect the following information. (All supporting documents must be submitted with invoices)

List all Warranties:_60 Days_____

_____

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
JAN 13 2015
By

MEMORANDUM

(Department's Recommendation)

TO: **Capt. Richard Ozuna**
Hidalgo County Sheriff's Office

ATTN: **Juan Tapia**, Procurement Specialist

FROM: Elena Gomez, Buyer II

DATE: January 7, 2015

RE: **BID AWARD RECOMMENDATION REQUEST**
Hidalgo County Sheriff's Office - "Repair, Removal and Installation and/or Purchases of Radios, Computers and Other Misc. Equipment" -BID NO: 2015-012-01-07-MEG

We have received three **sole responses** to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; 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: elena.gomez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626-ext. 4855. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (why)
1. Sole Bid STC	
2.	
3.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: _____

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Richard Ozuna	HCSO	1-12-15

Enclosures

AI -48058 **Closed Session** **22. C.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-2749-13-G; Leihliana Ruelas and Deyanira Ruelas v. Hidalgo County Sheriff Department and Gilbert Flores

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/12/2015 01:19 PM
Purchasing Department	Monica Badillo	01/16/2015 06:30 PM

Form Started By: Monica Badillo Started On: 01/12/2015 11:45 AM

Final Approval Date: 01/16/2015

AI -48001 **Closed Session** **22. D.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-8615-14-A; Michael Calvillo & Rosa Rivera v. Hidalgo County, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/08/2015 09:39 AM
Purchasing Department	Monica Badillo	01/16/2015 06:30 PM
Form Started By: Monica Badillo		Started On: 01/07/2015 05:21 PM
Final Approval Date: 01/16/2015		

AI -48037 **Closed Session** **22. E.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Lorenzo Rodriguez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/12/2015 01:18 PM
Purchasing Department	Monica Badillo	01/16/2015 06:30 PM
Form Started By: Aida Alvarez		Started On: 01/12/2015 09:04 AM
Final Approval Date: 01/16/2015		

AI -48039 **Closed Session** **22. F.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Enterprise Holdings, Inc.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/12/2015 01:18 PM
Purchasing Department	Monica Badillo	01/16/2015 06:30 PM
Form Started By: Aida Alvarez		Started On: 01/12/2015 09:11 AM
Final Approval Date: 01/16/2015		

AI -48041 **Closed Session** **22. G.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Verizon

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/12/2015 01:18 PM
Purchasing Department	Monica Badillo	01/16/2015 06:30 PM
Form Started By: Aida Alvarez		Started On: 01/12/2015 09:29 AM
Final Approval Date: 01/16/2015		

AI -48043 **Closed Session** **22. H.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of AT&T

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/12/2015 01:18 PM
Purchasing Department	Monica Badillo	01/16/2015 06:30 PM
Form Started By: Aida Alvarez		Started On: 01/12/2015 09:32 AM
Final Approval Date: 01/16/2015		

AI -48072 **Closed Session** **22. I.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Leonor Segovia

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/12/2015 03:33 PM
Purchasing Department	Monica Badillo	01/16/2015 06:30 PM
Form Started By: Aida Alvarez		Started On: 01/12/2015 03:19 PM
Final Approval Date: 01/16/2015		

AI -48060 **Closed Session** **22. J.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Hidalgo County v. Leonardo Ochoa

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/12/2015 01:19 PM
Purchasing Department	Monica Badillo	01/16/2015 06:30 PM
Form Started By: Aida Alvarez		Started On: 01/12/2015 11:52 AM
Final Approval Date: 01/16/2015		

AI -48059 **Open Session** **23. C.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-2749-13-G; Leihliana Ruelas and Deyanira Ruelas v. Hidalgo County Sheriff Department and Gilbert Flores

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/12/2015 01:19 PM
Purchasing Department	Monica Badillo	01/16/2015 06:30 PM

Form Started By: Monica Badillo Started On: 01/12/2015 11:45 AM

Final Approval Date: 01/16/2015

AI -48002 **Open Session** **23. D.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-8615-14-A; Michael Calvillo & Rosa Rivera v. Hidalgo County, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	01/08/2015 09:39 AM
Purchasing Department	Monica Badillo	01/16/2015 06:30 PM
Form Started By: Monica Badillo		Started On: 01/07/2015 05:21 PM
Final Approval Date: 01/16/2015		

AI -48038 **Open Session** **23. E.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Lorenzo Rodriguez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/12/2015 01:18 PM
Purchasing Department	Monica Badillo	01/16/2015 06:30 PM
Form Started By: Aida Alvarez		Started On: 01/12/2015 09:06 AM
Final Approval Date: 01/16/2015		

AI -48040 **Open Session** **23. F.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Enterprise Holdings, Inc.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/12/2015 01:18 PM
Purchasing Department	Monica Badillo	01/16/2015 06:30 PM
Form Started By: Aida Alvarez		Started On: 01/12/2015 09:12 AM
Final Approval Date: 01/16/2015		

AI -48042 **Open Session** **23. G.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Verizon

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/12/2015 01:18 PM
Purchasing Department	Monica Badillo	01/16/2015 06:30 PM
Form Started By: Aida Alvarez		Started On: 01/12/2015 09:30 AM
Final Approval Date: 01/16/2015		

AI -48045 **Open Session** **23. H.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of AT&T

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/12/2015 01:18 PM
Purchasing Department	Monica Badillo	01/16/2015 06:30 PM
Form Started By: Aida Alvarez		Started On: 01/12/2015 09:33 AM
Final Approval Date: 01/16/2015		

AI -48073 **Open Session** **23. I.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Leonor Segovia

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/12/2015 03:33 PM
Purchasing Department	Monica Badillo	01/16/2015 06:31 PM
Form Started By: Aida Alvarez		Started On: 01/12/2015 03:20 PM
Final Approval Date: 01/16/2015		

AI -48062 **Open Session** **23. J.**

CC - REGULAR

Meeting Date: 01/20/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Hidalgo County v. Leonardo Ochoa

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	01/12/2015 01:19 PM
Purchasing Department	Monica Badillo	01/16/2015 06:30 PM
Form Started By: Aida Alvarez		Started On: 01/12/2015 11:59 AM
Final Approval Date: 01/16/2015		