AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
May 19, 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-49726** Resolution in honor of longtime local television journalist Rick Diaz.

B. **AI-49757** Presentation and discussion regarding waste to energy and potable water processes.

C. **AI-49756** Update on 2015 Legislative activities

D. **AI-49617** Appointment or Re-appointment of board member to the Hidalgo County Housing Authority Board

7. **AI-49716** Presentation by Mr. Rolando Garza, Chief Appraiser regarding property appraisal process and appraisal protest procedures

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

A. 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

B. **AI-49582** Approval to accept supplemental check from Peachtree Casualty Insurance Company in the amount of $459.25 to settle auto accident claim with County vehicle. (Fire Marshal)

C. **AI-49608** Pct.3 Right of Way
Discuss and accept application for access to a public (county) road by Leonor Leal under Transportation Code 251 Section .053

D. **AI-49612** Environmental Compliance:
Reporting the submittal of Hidalgo County's Tier 2 Chemical Inventory Report for 2014 to Texas Department of State Health Services and requesting payment of the associated fee of $100.00 based on types and quantities of materials stored by the county.

E. **AI-49705** 1. Requesting approval of proposed plans for State Highway SH 364 (La Homa Rd.) between SH 495 (Mile 1) to FM 1924 (Mile 3).
2. Requesting approval of proposed plans for State Highway Improvement FM 1925 (Monte Cristo Rd) from 0.13 Mi. East of Kenyon Rd. to 0.21 Mi. East of FM 907 (Alamo Rd.)
3. Requesting approval of proposed plans for State Highway Improvement for U.S. 83 from 0.85 Mi. E. of FM 886 (El Faro Rd) to 0.28 Mi. W. of Showers Rd.

9. **District Attorney's Office:**

A. **AI-49655** 1. Authorization and Approval for the District Attorney's Office to apply for the FY2016-2017 Victim Coordinator and Liaison Grant (VCLG) with the Office of the Attorney General.
2. Approval of Statements Supporting Submission of the Application to OAG Crime Victim Services Division and Resolution of Governing Body.

10. **Constables:**

A. **AI-49577** Constable Pct. 3 STOP Truancy (1285):
Approval to renew Interlocal Agreements between Hidalgo County and the following school districts - (STOP Truancy Program) for the 2015-2016 school year:

1. La Joya I.S.D.

2. Mission C.I.S.D.
3. Sharyland I.S.D.

B. **AI-49572** CONSTABLE PCT 4 LEOSE (1220):
1. Approval of certification of revenues, as certified by the County Auditor, for the 2015 LEOSE (Peace Officer Allocation) funds awarded and received from the Texas Comptroller of Public Accounts Office.
2. Approval of 2015 appropriation of funds for Constable Pct 4 - LEOSE (1220) in the amount of $1,732.59.

11. **Sheriff's Office:**

A. **AI-49709** 1. Approval of Memorandum of Understanding Addendum for the Multidisciplinary Team Enhancement Program of the Children's Advocacy Center.
2. Approval to authorize Eddie Guerra, County Sheriff to sign document

B. **AI-49710** 1. Approval to accept the FY2014 Operation Stonegarden Grant Phase I from the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) in the total amount of $4,674,438.00. Phase I in the amount of $3,106,844.73 passed through TX Dept. of Public Safety.
2. Authorization to pay Overtime reimbursable under the grant terms and conditions.
3. Authorization for County Judge, as authorized official, to sign (and initial) award and required documents.
4. Approval of Certification of Revenues as certified by the County Auditor for the FY2014 Operation Stonegarden Grant.
5. Approval to appropriate the budget for the Sheriff's Office portion of the FY2014 Operation Stonegarden Grant Phase I in the amount of $1,128,640.14.

C. **AI-49699** Ratification of submittal of initial application for the FY2015 Operation Stonegarden Grant with the Department of Homeland Security, Federal Emergency Management Agency (FEMA).

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

A. **AI-49704** DA Criminal (1100) / DA Investigation HB65 (1223) / DA Bad Check (1222) :
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration and approval of the following personnel actions effective next full pay period, 06/01/2015:

Action	Slot #	Dept/ Program	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Net Change
Salary Adj/	0049	080-002	Assistant DA III	$50,421.00	$50,421.00	-0-

Adj/ Decrease	0020	080-007	III	$11,679.00	$7,557.00	<$4,122.00>
Salary Adj/ Increase	0053	080-002	Criminal Investigator I	$41,120.00	$41,120.00	-0-
	0023	080-007		$3,880.00	$3,880.00	-0-
	0035	080-006		-0-	$10,000.00	$10,000.00
Salary Adj/ Decrease	0065	080-002	Administrative Asst IV	$33,222.00	$33,222.00	-0-
	0040	080-007		$6,000.00	-0-	<$6,000.00>
Salary Adj/ Decrease	0066	080-002	Administrative Asst II	$28,094.00	$28,094.00	-0-
	0082	080-007		$2,000.00	$1,906.00	<$94.00>
Salary Adj/ Decrease	0070	080-002	Administrative Asst II	$27,856.00	$27,856.00	-0-
	0031	080-007		$7,544.00	$5,006.00	<$2,538.00>
Salary Adj/ Decrease	0071	080-002	Administrative Asst I	$22,303.00	$22,303.00	-0-
	0084	080-007		$3,697.00	$1,697.00	<$2,000.00>
Salary Adj/ Decrease	0072	080-002	Administrative Asst II	$26,863.00	$26,863.00	-0-
	0045	080-007		$6,150.00	$5,537.00	<$613.00>
Salary Adj/ Decrease	0074	080-002	Administrative Asst II	$25,869.00	$25,869.00	-0-
	0048	080-007		$7,747.00	$1,131.00	<$6,616.00>
Salary Adj/ Decrease	0077	080-002	Administrative Asst II	$24,879.00	$24,879.00	-0-
	0050	080-007		$5,683.00	$5,183.00	<$500.00>
Salary Adj/ Decrease	0078	080-002	Administrative Asst II	$24,879.00	$24,879.00	-0-
	0052	080-007		$7,183.00	$7,032.00	<$151.00>
Salary Adj/ Decrease	0082	080-002	Administrative Asst I	$22,303.00	$22,303.00	-0-
	0086	080-007		$3,697.00	$1,697.00	<$2,000.00>
Salary Adj/ Decrease	0084	080-002	Administrative Asst I	$22,303.00	$22,303.00	-0-
	0088	080-007		$3,697.00	$1,697.00	<$2,000.00>
Salary Adj Increase	0085	080-002	Administrative Asst I	$26,409.00	$30,353.00	$3,944.00
	0089	080-007		$4,913.00	$5,647.00	$734.00
Salary Adj/ Decrease	0086	080-002	Administrative Asst I	$22,303.00	$22,303.00	-0-
	0090	080-007		$3,697.00	-0-	<$3,697.00>
Salary Adj/ Decrease	0088	080-002	Administrative Asst I	$22,660.00	$22,660.00	-0-
	0091	080-007		$3,340.00	-0-	<$3,340.00>
Salary Adj/	0103	080-002	Administrative Asst I	$24,087.00	$24,000.00	<$87.00>

Adj/ Decrease	0093	080-007	Asst I	$1,913.00	-0-	<$1,913.00>
Salary Adj/ Increase	0108	080-002	Accountant III	$34,469.00	$37,412.00	$2,943.00
	0119	080-007		$6,991.00	$7,588.00	$597.00
Create	0117	080-002	Accts Payable Spec III	-0-	$13,830.00	$13,830.00
	0127	080-007		-0-	$31,170.00	$31,170.00
Create	0118	080-002	Human Resources Spec III	-0-	$13,830.00	$13,830.00
	0128	080-007		-0-	$31,170.00	$31,170.00
Create	0129	080-007	Inventory Control Spec III	-0-	$36,000.00	$36,000.00
Create	0130	080-007	Systems Support Manager	-0-	$65,000.00	$65,000.00

3. Approval of budget amendment and/or transfer.
4. Approval to revise salary schedules in accordance to Commissioners Court action.

DA Criminal (1100) / Pretrial Intervention (1225):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration and approval of the following personnel actions effective next full pay period, 06/01/2015:

Action	Slot#	Dept/Prog	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Net Change
Salary Adj/ Decrease	0006	080-002	Assistant DA V	$85,409.00	$67,210.00	<$18,199.00>
	0004	080-015		$3,791.00	$2,790.00	<$1,001.00>
Salary Adj/ Decrease	0010	080-002	Assistant DA III	$60,655.00	$54,146.00	<$6,509.00>
	0007	080-015		$10,885.00	$9,354.00	<$1,531.00>
Salary Adj/ Decrease	0036	080-002	Assistant DA III	$59,760.00	$53,955.00	<$5,805.00>
	0028	080-015		$9,520.00	$8,145.00	<$1,375.00>

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

DA Criminal / DA Bond Forfeiture Commission (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration and approval of the following personnel actions

effective next full pay period, 06/01/2015:

Action	Slot#	Dept/ Program	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Net Change
Salary Adj/ Decrease	0034 0019	080-002 080-016	Criminal Investigator III	$56,537.00 $4,983.00	$55,000.00 -0-	<$1,537.00> <$4,983.00>
Salary Adj/ Increase	0087 0021	080-002 080-016	Criminal Investigator I	$44,583.00 $417.00	$44,583.00 $10,417.00	-0- $10,000.00
Salary Adj/ Decrease	0098 0012	080-002 080-016	Assistant DA III	$51,117.00 $12,003.00	$51,117.00 $10,983.00	-0- <$1,020.00>
Salary Adj/ Decrease	0099 0022	080-002 080-016	Criminal Investigator II	$53,822.00 $3,758.00	$51,410.00 $3,590.00	<$2,412.00> <$168.00>
Salary Adj/ Decrease	0110 0016	080-002 080-016	Assistant DA III	$52,002.00 $16,498.00	$52,002.00 $9,998.00	-0- <$6,500.00>

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

B. **AI-49483** HIDTA - US Treasury E-Sharing (1252):
1. Approval to create two (2) full-time positions as follows:

Action	Slot #	Dept./ Program	Position Title	Proposed Budgeted Salary
Create	0001	270-012	Criminal Investigator II	$60,000.00
Create	0002	270-012	Criminal Investigator II	$60,000.00

2. Authorization to pay overtime under the US Treasury E-Sharing terms and conditions.
3. Approval of appropriation of funds.
4. Approval to create the salary schedule in accordance with Commissioners Court action.

C. **AI-49703** Precinct #1 - Road Maintenance (1200):
1. Requesting waiver of the Budget Amendment Policy- Personnel - Related Amendments.
2. Discussion, consideration and approval to create one FT temporary position not to exceed 3 months:

Slot#	Dept/ Program	Position Title	Proposed Budgeted Salary

T0147	121-005	Maintenance I	$25,000.00

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

13. Health & Human Services Department - Eddie Olivarez

A. AI-49611 Requesting approval to submit grant renewal application for the Texas Healthy Communities program in the amount of $50,000.00 starting October 1, 2015 and ending September 30, 2016.

B. AI-49588 1. Requesting approval to accept the CPS/Ebola grant contract #2015-003624-00 in the amount of $44,322.00 for the period of 05/15/2015 to 09/30/2016.
2. Requesting approval for County Judge to e-sign the CPS/Ebola grant contract.
3. Requesting approval for County Judge to e-sign the Certification Regarding Lobbying statement.
4. Requesting approval for County Judge to e-sign the Fiscal Federal Funding Accountability and Transparency Act Certification statement.
5. Requesting approval of the Certification of Revenue in the amount of $44,322.00.
6. Requesting approval of the budget appropriation in the amount of $44,322.00.

C. AI-49679 1. Requesting approval of the Certification of Revenue in the amount of $12,000.00. Funds are from program income generated from the TB/PC State grant program.
2. Requesting approval of the budget appropriation in the amount of $12,000.00.

D. Health Care Funding District:

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

E. Indigent Health Care Program:

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

2. AI-49512 Approval of County Indigent Health Care Program Confidentiality Agreement for Victoria Cavazos and Ricardo Borjas.

14. Adult Probation - Arnold K. Patrick:

A. **AI-49602** 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 $2,934.50. The actual March 2015 GPI is $8,970. The funding condition allows $30,200.00 to be allocated using the addition method. The remaining GPI has to be allocated using the deduction method.
2. Approval of appropriation of the DWI grant program income (GPI) in the total amount of $2,934.50.

15. **Community Service Agency:**

A. **AI-49748** 1. Resolution declaring the Month of May as Community Action Month

2. Discussion and action to adjust salary for slot #35 from 10.50 per hour to $11.81 per hour pending ratification of the CSA Advisory Board.

16. **IT Department - Renan Ramirez**

A. **AI-49674** COMMISSIONER PCT. 2
Authorization and approval for new wireless device service through the County's membership/participation with CONTRACT: DIR-SDD-1779 for VERIZON WIRELESS for the following:

Department:	Quantity:	Description:	User:	Service Plan:	Equipment Cost:
Comm. Pct. 2	11	Data Service	Office Use	Machine to Machine Account Share 1MB @ $5.00/month	$0
Comm. Pct. 2	4	Data Service	Office Use	Machine to Machine Account Share 5MB @ $7.00/month	$0

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

A. **AI-49697** Urban County Program is requesting consideration and action to award and enter into a construction contract with Saenz Brothers Construction, LLC (lowest bidder meeting all specifications and/or requirements) for the Texas General Land Office Round 2.1 (GLO Contract No. 12-406-000-6453/DRS210068) in the amount of $1,180,093.00. The project consists of flood & drainage improvements within Precinct No.1 for the Delta Area Connector/ East Lateral Colonia Infrastructure Improvements I, Bernal Heights #1, Bernal Heights #2 and Bar #3.

B. **AI-49700** 1. Requesting acceptance and approval of Supplemental Agreement No. 1 to Work Authorization No. 2, through agreement #C-14-309-09-09 (with an estimated cost of $12,237.00) as submitted by Millennium Engineers Group, Inc. MEG will provide professional construction materials testing services at the Old La Blanca Road (Mile 10 North Road). Utilizing UCP – Precinct No. 1, FY 27 (2014) Street Improvement funds.

2. Requesting authorization for county judge to sign the required documents.

C. **AI-49695** Requesting approval to authorize Urban County Program Director to sign Exhibit "B" (Payment Direction Agreement) for RDH Site and Concrete, LLC. This will authorize the contractor to employ the services of a disbursement agent (Maguire Insurance Agency Inc.) an underwriting manager for Philadelphia Indemnity Insurance Company, for the Precinct No. 1 Street Improvements project Old La Blanca Road (Mile 10 N. Rd.).

D. **AI-49618** The Urban County Program is requesting approval of a budget and program amendment for the City of Alton. The proposed amendment is for the Fiscal Years 25,26 & 27 (2012,2013 & 2014) workplans, and will decrease the 2012 Fire Station line item, the 2013 Repayment of Section 108 and create a Streets Improvement line item for all three fiscal years to include any and all improvements to Colorado Street and Delaware Street.

E. **AI-49662** 1. Requesting approval of an "order" granting an exemption from competitive bidding requirements under Texas Local Gov't Code, Chapter 262, Section .024 (a)(7) "an item that can only be obtained from one source."

2. Approval of a "Sole Source Declaration" with authority to enter into a "Contribution-In-Aid-of Construction Agreement" with AEP Texas Central Company in the amount of $39,916.42 for the installation of primary poles and street lights within the City of Sullivan City.

F. **AI-49667** Urban County Program is requesting consideration and action to enter into a Funds Disbursing Agreement for the construction contract with Armin Antonio Solis Construction in the amount of $313,466.00.

G. **AI-49669** 1. On behalf of Hidalgo County Precinct No. 4, the Urban County Program is requesting authority to rescind action take on April 14, 2015, for issuance of purchase order to JM Accessibility for ADA Plan review for the Brewster Park Improvements project in the amount of $1,175.00, utilizing FY 26 (2013) Parks Recreational Facility Improvements funds- (Brewster Park Project)

2. Requesting authority to issue a purchase order to Accessibility Checks and Controls for ADA Plan review for the Brewster Park Improvements project in the amount of $1,475.00, utilizing FY 26 (2013) Parks Recreational Facility Improvement funds-(Brewster Park Project)

3. Requesting authority to issue pre-payment of a $175.00 fee to Accessibility Checks and Controls (ACC) for the Preliminary Plan review of the ADA Plan for Brewster Park.

18. Head Start Program - Teresa Flores:

A. AI-49744 Discussion, and action on appointment of Pct. #2 Community Representative replacing Mr. Pete Garcia to serve on the Hidalgo County Head Start Program Policy Council, for a One (1) Year Term According to 45CFR Chapter XIII, 1304.50(b)(1)-(b)(7)

19. Planning Department - T.J. Arredondo:

A. AI-49614 1. Discussion and action to authorize Hidalgo County Judge to sign letter of support for North Alamo Water Supply's use of part of USDA-RUS 306(c) Grant Funds from Santa Rosa Colonias Project in order to assist with first time water service in the Rural Community North of La Villa, Texas.

2. Reimbursement of Financial Guarantee
a. Sunflower Gardens Subdivision – Pct. 4

20. Precinct #2 - Comm. Cantu:

A. AI-49723 Requesting approval to accept a donation from the Master Gardeners Association in the amount of $500.00 for to assist with the extension of electrical service to the garden at Pct 2 North San Juan Park.

B. AI-49730 Approval of closing documents and authority for the County Judge to execute documents for Parcel 15-A - Pct 2 FM2061-Jackson Road Project (CSJ-1939-02-021).

C. AI-49673 Pct 2 Administration/Rd Maint (1200):
1. Approval of certification of revenue as certified by the County Auditor for revenues received from the City of San Juan for the Pct 2 Eldora & Sgt Treviño Rd Project ,Cesar Chavez Rd Project (Prg#105) and Moore Rd Project (Prg#104).
2. Approval of certification of revenue as certified by the County Auditor for revenue received from the RMA- Regional Mobility Authority for ROW Acquisition services provided to the RMA through an Interlocal Agreement approved by Commissioners Court 3/5/14.
3. Approval of 2015 appropriation of funds into Pct 2 Administration/Rd Maint in the amount of $147,336.10.

21. Precinct #3 - Comm. Flores:

A. **AI-49628** 1. Approval of Interlocal Cooperation Agreement between City of Mission and County of Hidalgo for road improvement project (Moorefield Rd. between 2 Mile Line and 3 Mile Line Rd)

2. Approval of ICA Project in accordance with Texas Government Code Section 791.014 to overlay (Moorefield Rd. between 2 Mile Line Rd. and 3 Mile Line Rd.)

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

A. **AI-49675** Resolution in honor of Gloria Ann Beltran for 38 years of service to Hidalgo County.

B. **AI-49660** 1. Approval of Interlocal Cooperation Agreement between Hidalgo County and Edinburg CISD for parking lot paving projects known as Stadium Paving Project

2. Approval of ICA Project in accordance with Texas Government Code Section 791.014 for parking lot paving projects known as Stadium Paving Project

C. **AI-49684** Approval of Corrected Right of Way Deed - Trenton Drain Project - Parcel 15 to reflect the correct legal description acreage as 0.21 of an acre tract of land out of Lot 2, Block 54, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas

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

A. **AI-49616** 1. Scofflaw Vehicle Registration Program Update.

2. Discussion, consideration and approval to assess and collect the $20 Scofflaw Fee on all Justice of the Peace cases when there is a final judgement that is unsatisfied and has become 90 days past due and on all pending cases, including those involving a failure to appear that have become 90 days past due.

3. Discussion, consideration and approval to assess and collect the $20 Scofflaw Fee on all District and County Court cases when there is a final judgement that is unsatisfied and has become 90 days past due and on all pending cases, including those involving a failure to appear that have become 90 days past due.

B. **AI-49581** Discussion, consideration and approval to submit the Texas VINE Reimbursement Maintenance Invoice in the amount of $6,928.83 (Third Qtr) and the Texas Statewide Automated Victim Notification Service (SAVNS) County Verification of Continuing Production Record with authority for County Judge to sign the required documents.

C. **AI-49625** Discussion and action of Economically Disadvantaged County (EDC) Program Application and Affidavit for Mile 3N, East Goodwin to Tom Gill Road - CSJ: 0921-02-321 with authority for the County Judge to sign all required documentation.

D. **AI-49642** TxDOT Precinct No.2:
Discussion, consideration, acceptance and approval of Advance Funding Agreement (AFA) - Amendment#1 between Hidalgo County and Texas Department of Transportation for South McColl Road (Orangewood to Dicker Road) - CSJ: 0921-02-171 and with the authority for the County Judge to sign all required documentation.

E. **Budget Appropriations:**

1. **AI-49743** CO2014 (1345) Precinct No.4 TxDOT:
Approval of 2015 appropriation of funds with interfund to TxDOT fund (1315) in the total amount of $8,690.00 for cost participation in Right of Way procurement related to FM 1925 (Kenyon-Fm 907) project.

2. **AI-49629** 2014 General Fund & Special Revenue Fund-Capital Leases:
A. Approval of certification of revenues, as certified by the Co. Auditor, to fund capital lease expenditures for various departments.
B. Approval of 2014 appropriation of revenues & expenditures to fund capital lease expenditures for various departments.
C. Approval of various 2014 intradepartmental transfers to fund capital lease expenditures for various departments.

3. **AI-49578** Justice Crt Bldg Security (1245):
Approval of 2015 appropriation of funds for the Justice Crt Bldg Security fund in the amount of $12,700.00 to fund the license of surveillance cameras for the JP offices.

4. **AI-49590** Economic Development (1100):
Approval of 2015 appropriation of funds in the amount of $155,000.00 for expenditures related to economic development and assistance administration.

5. **AI-49595** Constable Pct. 4 CCP 59 (1231):
Approval of 2015 appropriation of funds for the Constable Pct. 4 CCP 59, fund 1231, in the amount of $10,000.00 to fund court costs & investigation expenses in relation to asset forfeiture cases.

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

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

A. **Hidalgo County**

1. **AI-49734** a. Requesting exemption from competitive procurement requirements under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software in connection with On-line Research Services for Hidalgo County;

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

1. District Attorney (1188FO and ST123DSK)
2. County Clerk

2. **AI-49686** Acceptance and approval for County Judge to execute a Tenant Estoppel Certificate for "Lease of Office Space" for Hidalgo Co. Urban County with Triple R Medical Facilities, LTD.- C-13-177-07-23

3. **AI-49530** A. Pursuant to HC-Tax Office-Automated Tax Collection System RFP, Section III: Selection and Schedules, presentation by submitting vendors a summary of the system proposed with Q&A for the purpose of clarifications so as to assist the grading committee the opportunity to finalize the scoring;

B. Tabulation of scores, computing of a grid for the purpose of ranking of the vendors so as to proceed to negotiations commencing with the number one ranked firm of:_____.

4. **AI-49569** Acceptance and approval of a professional consultant services contract for provision of "Emergency Preparedness & Disaster Recovery Services" selected through Hidalgo County's membership participation with the HGAC's awarded vendor: Tetra Tech, Inc., fka, Beck Disaster Recovery Services with effective term today with termination to coincide with H-GAC's term of May 31, 2016.

5. **AI-49563** Approval of **Interlocal Cooperative Agreement** and **Resolution** between Hidalgo County (all elected offices, departments, programs and/or agencies thru all funding sources) and **Educational Service Center, Region 14** with the purpose of participating in the cooperative purchasing services of the **National Cooperative Purchasing Alliance (NCPA)** as an additional procurement resource including authority for County Judge to execute documents.

B. Pct. 1

1. **AI-49277** Acceptance and approval of proposal received from Doggett Heavy Machinery Services, Ltd, Pharr, TX awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #424-13 for the purchase of **"One (1) New Dynapac CP142 Pneumatic Roller"** in an amount not to exceed **$82,152.00** to include but not limited to Buyboard Fee's, delivery for proposed Road Improvements within Pct. #1. (Project #2015-155-OGG)

2. **AI-49691** Requesting approval to replace EXHIBIT B with "CORRECTED EXHBIT B" of Work Authorization No.2 amid Contract C-14-308-09-09 as submitted by LeFEVRE Engineering & Management Consulting for the provision of engineering services for the "Palm Street Improvements located in Heidelberg Subdivision" in Precinct One (previously approved by cc on 02/04/15-AI#48286) as the original Exhibit B unintentionally left caption that name a certain city.

C. Pct. 2

1. **AI-49654** Requesting approval of Supplemental Agreement No. 2 with R. Gutierrez Engineering Corporation, Contract C-12-314-01-29 resulting in an estimated cost increase of $1,044.68 for services under Work Authorization No. 1 for the Pct 2 Rancho Blanco Road Project.

2. **AI-49724** Requesting approval of Supplemental Agreement No. 2 with R. Gutierrez Engineering Corporation, Contract C-10-376-12-14 resulting in an estimated cost increase of $27,116.03 for services under Work Authorization No. 8 for the Pct 2 Minnesota Drain Project.

D. Pct. 3

1. **AI-49683** A. Approval and acceptance for Commissioner Precinct No. 3, Joe Flores, to sign the Notice of Intent (NOI) for Stormwater Discharges Associated with Construction Activity under TPDES General Permit (TXR150000) from Texas Commission on Environmental Quality (TCEQ).

   B. Requesting approval of payment in the amount of $325.00 to TCEQ for the application fee and authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor.

E. Pct. 4

1. AI-49639 A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) for a professional service;

B. Presentation of the scoring grid (for the purposes of ranking by CC) the firms graded & evaluated through the County's approved "pool" of "Construction Management" for the provision of "professional construction management services" for Project: "Construction of a New Mechanical Shop" in Hidalgo County Precinct 4;

CONSTRUCTION MANAGEMENT FIRMS:

Firms	Broaddus & Associates, Inc.	HOV Services, LLC / Meridian Consulting Group, LLC	Fulcrum Consulting Services
Scores	98	96	95
Ranking			

C. Authority for the Purchasing Department to negotiate a professional construction management services agreement for Project: "Construction of a New Mechanical Shop" in Hidalgo County Precinct 4, commencing with the No.1 ranked firm _____ for Construction Management Services.

F. Health & Human Services Dept.

1. AI-49653 Requesting approval to purchase One (1) New or newer 2015 Dodge Grand Caravan through the County's membership/participation with Buyboard Cowboy Chrysler-Dodge- Jeep (Contract #430-13) in the amount of **$22,106.80** which includes shipping and administration fee's. (Project #15-193-OGG)

2. AI-49693 Requesting approval and acceptance of Memoruandum of Understanding between Health & Human Services and South Texas College (STC), to provide Excel training services to personnel.

G. Facilities Management:

1. AI-49402 CONSTABLE PRECINCT ONE:

Acceptance and approval of payment of Invoice Nine (final payment) in the amount of $2,340.95 as submitted by Alcocer Garcia Associates, Inc. for the provision of architectural services in connection to Contract #10-320-02-08 amid PO#660264-Construction of a New Constable Building-Precinct One with authority for County Treasurer to issue payment after County Auditor's Office

review and processing procedures are completed.

H. Tax Office

1. **AI-49696** Requesting authorization and approval to purchase One **(1) New 2016 Ford Expedition XL** through the County's membership/participation with BuyBoard's awarded vendor, Caldwell Country Chevrolet/Ford (Contract #430-13) in the amount of **$31,695.00** which includes delivery and a one time administration fee of $400.00. (Project #2015-194-OGG)

I. Planning Department

1. **AI-49593** Requesting authorization and approval to purchase Five (5) New or Newer 2015 Ford F-150 Supercab PU 4x2 through the County's membership/participation with Houston Galveston Area Council awarded vendor, Silsbee Ford Inc. (Contract #VE11-13) in the amount of $96,201.90 which includes delivery and a one time H-GAC fee of $600.00. (Project #2015-191-OGG)

25. Closed Session:
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. AI-49663 Cause No. CCD-0252-E; The State of Texas v. Hidalgo County, et al (Condemation Hearing Parcel 56)

D. AI-49753 Johnny Partain v. Hidalgo County, et al

E. AI-49585 Claim of Arturo Pena

F. AI-49645 Claim of Marlisa Vela

G. AI-49670 Claim of AT&T

H. AI-49596 Claim of Santiago Zavala Jr.

I. AI-49598 Claim of Deborah Coronado

J. **AI-49600** Claim of Elida Castillo

26. A. 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."

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

27. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-49664** Cause No. CCD-0252-E; The State of Texas v. Hidalgo County, et al (Condemation Hearing Parcel 56)

D. **AI-49754** Johnny Partain v. Hidalgo County, et al

E. **AI-49586** Claim of Arturo Pena

F. **AI-49646** Claim of Marlisa Vela

G. **AI-49671** Claim of AT&T

H. **AI-49597** Claim of Santiago Zavala Jr.

I. **AI-49599** Claim of Deborah Coronado

J. **AI-49601** Claim of Elida Castillo

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

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

30. **Adjourn**

AI-49726 **County Judge's Office** **6. A.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Julia Sullivan, COUNTY JUDGE **Submitted By:** Sandra Deleon, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Resolution in honor of longtime local television journalist Rick Diaz.

BACKGROUND

Fiscal Impact

Attachments

resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/15/2015 01:24 PM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Sandra Deleon		Started On: 05/15/2015 01:04 PM
Final Approval Date: 05/15/2015		

RESOLUTION IN HONOR OF RICK DIAZ FOR A LONG AND DISTINGUISHED CAREER

WHEREAS, Rick Diaz is a pioneer for setting the course for Hispanic and Latino journalists in the Rio Grande Valley; and

WHEREAS, during his 48-year career as a journalist, Mr. Diaz had offers to leave the Valley to work in large news markets such as Los Angeles, California and Washington, D.C., but chose to stay due to his love of family and the Valley; and

WHEREAS, he has been a mentor to many young journalists, a supporter of his community and a nationally recognized newsman; and

WHEREAS, Mr. Diaz was born and raised in McAllen to a family of migrant farm workers. In a speech at a commencement at his alma mater, UTPA, Mr. Diaz advised graduates to remember your parents and grandparents because they "helped pave part of the road for you;" and

WHEREAS, he is most well known for his work at KRGV-TV, Channel 5 where he has been a reporter, producer, news director, and anchor. Mr. Diaz created the long-running news segment "Con Mi Gente" in 1998 featuring the best in small town heroes, businesses and Valley icons; and

WHEREAS, after a distinguished, nearly 50-year-career in broadcast news, Mr. Diaz will vacate his anchor chair and retire on May 22, 2015. His signature signoff of "Good night y que te pasa muy buenas noches," will be missed; and

WHEREAS, although retiring, Mr. Diaz will continue his work on Con Mi Gente, but intends to travel, see some major league baseball games and spend time with his wife Rosie, a principal at Clover Elementary School in the PSJA Independent School District; daughters Lisa and Laura; and granddaughters Brittany, Brianna, and Laura Rose.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court hereby honors Rick Diaz for a long, distinguished career in television news, for mentoring countless young journalists, and for his outstanding service, dedication, and commitment to the community.

Dated this 19th day of May 2015.

RAMON GARCIA
County Judge

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

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct.3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-49757 **County Judge's Office** **6. B.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Robert Villarreal, COUNTY JUDGE

Submitted By: Sandra Deleon, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Presentation and discussion regarding waste to energy and potable water processes.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/15/2015 04:34 PM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Sandra Deleon		Started On: 05/15/2015 04:29 PM
Final Approval Date: 05/15/2015		

AI-49756 **County Judge's Office** **6. C.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Robert Villarreal, COUNTY JUDGE

Submitted By: Sandra Deleon, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Update on 2015 Legislative activities

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/15/2015 04:16 PM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Sandra Deleon		Started On: 05/15/2015 04:13 PM
Final Approval Date: 05/15/2015		

AI-49617 **County Judge's Office** **6. D.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted By: Sandra Deleon, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Appointment or Re-appointment of board member to the Hidalgo County Housing Authority Board

BACKGROUND

Current appointment held by Mr. Eloy Avila, whose term expired on May 4, 2015. The next term will be from 5/2015 - 5/2017. Local Government Code that applies to this appointment is attached.

Fiscal Impact

Attachments

LGC
letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	05/11/2015 04:33 PM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Sandra Deleon		Started On: 05/08/2015 04:35 PM
Final Approval Date: 05/15/2015		

LOCAL GOVERNMENT CODE

TITLE 12. PLANNING AND DEVELOPMENT

SUBTITLE C. PLANNING AND DEVELOPMENT PROVISIONS APPLYING TO MORE THAN ONE TYPE OF LOCAL GOVERNMENT

CHAPTER 392. HOUSING AUTHORITIES ESTABLISHED BY MUNICIPALITIES AND COUNTIES

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 392.001. SHORT TITLE. This chapter may be cited as the Housing Authorities Law.

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

Sec. 392.002. DEFINITIONS. In this chapter:

(1) "Authority" or "housing authority" means a public corporation created under this chapter.

(2) "Bond" means a bond, note, interim certificate, debenture, or other obligation issued by an authority under this chapter.

(3) "Clerk of the municipality" means the clerk of a municipality or the officer given the duties customarily imposed on the clerk.

(4) "Farmers of low income" means persons or families who, at the time of their admission to occupancy in housing of a housing authority:

(A) live in unsafe or unsanitary housing;

(B) earn their principal income from operating or working on a farm; and

(C) had an aggregate average annual net income for the preceding three years that is less than the amount determined by the housing authority to be necessary, in its area of operation, to obtain, without financial assistance, decent, safe, and sanitary housing without overcrowding.

(5) "Federal government" includes the United States, the

(f) The failure to receive an objection to the substitution of the regional housing authority on the obligations of the county housing authority on or before the 30th day after the date of the publication of the notice is equivalent to the unknown obligee's consent to the substitution.

(g) Before a resolution may be adopted under this section by the commissioners court, the court must hold a public hearing. Before the 10th day before the date of the hearing, the county clerk shall publish notice of the time, place, and purpose of the hearing in a newspaper published in the county or, if no newspaper is published in the county, in a newspaper published in the state with general circulation in the county. At the hearing, the commissioners court shall grant an opportunity to be heard to residents of the county and other interested persons.

(h) When all resolutions required by Subsections (a) and (d)(2) are adopted:

(1) the county housing authority of the county added to the area of operation of the regional housing authority ceases to exist except to wind up its affairs and to execute the deed to the regional housing authority as required by Subdivision (3);

(2) the rights, contracts, agreements, obligations, and property of the county housing authority become those of the regional housing authority;

(3) the county housing authority shall execute a deed of the property to the regional housing authority, which shall file the deed with the county clerk of the county where the property is located; and

(4) a person with rights and remedies against the county housing authority may assert, enforce, and prosecute those rights and remedies against the regional housing authority.

(i) The vesting of the real property is not contingent on compliance with Subsection (h)(3).

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

Sec. 392.019. EFFECT OF COOPERATION AGREEMENT ON AREA OF OPERATION OF HOUSING AUTHORITY. Regardless of Sections 392.015, 392.016, and 392.0161, the area of operation of a municipal housing

authority, a county housing authority, a regional housing authority, or a merged housing authority may extend to and include another municipality, county, or other political subdivision of this state, under the terms of a cooperation agreement made under Section 392.059.

Added by Acts 1989, 71st Leg., ch. 677, Sec. 8, eff. Aug. 28, 1989. Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 1137 (H.B. 2975), Sec. 2, eff. June 14, 2013.

SUBCHAPTER C. COMMISSIONERS AND EMPLOYEES

Sec. 392.031. APPOINTMENT OF COMMISSIONERS OF A MUNICIPAL HOUSING AUTHORITY. (a) Each municipal housing authority shall be governed by five, seven, nine, or 11 commissioners. The presiding officer of the governing body of a municipality shall appoint five, seven, nine, or 11 persons to serve as commissioners of the authority. An appointed commissioner of the authority may not be an officer or employee of the municipality. Appointments made under this section must comply with the requirements of Section 392.0331, if applicable.

(b) A commissioner may not be an officer or employee of the municipality. A commissioner may be a tenant of a public project over which the housing authority has jurisdiction.

(c) A certificate of the appointment of a commissioner shall be filed with the clerk of the municipality. The certificate is conclusive evidence of the proper appointment of the commissioner.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1991, 72nd Leg., ch. 888, Sec. 1, eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 1009, Sec. 1, eff. Sept. 1, 1993; Acts 1999, 76th Leg., ch. 436, Sec. 1, eff. Sept. 1, 1999.

Sec. 392.032. APPOINTMENT OF COMMISSIONERS OF A COUNTY HOUSING AUTHORITY. (a) Each county housing authority shall be governed by five commissioners. The commissioners court shall appoint five persons to serve as commissioners of the authority. An appointed commissioner of the authority may not be an officer or employee of the county. Appointments made under this section must comply with the

Equal Housing
Opportunity

THE HOUSING AUTHORITY OF THE COUNTY OF HIDALGO

MAIN OFFICE
1800 N. TEXAS BLVD.
WESLACO, TEXAS 78599
(956) 969-5865
FAX (956) 969-5863
TDD-TTY (956) 968-2567

RECEIVED

COUNTY JUDGE

March 16, 2015

Honorable Ramon Garcia
Hidalgo County Judge
302 W. University Drive
Edinburg, Texas 78540

Dear Judge Garcia:

The term of Mr. Eloy Avila to the Housing Authority of the County of Hidalgo Board of Commissioners is due to expire May 4, 2015.

Mr. Avila is requesting to be reappointed. He is doing an outstanding job on the Board and he is currently the Chairman of the Board. I appreciate your attention to this matter at your earliest convenience. Thank you.

Sincerely,

Mike Lopez,
Executive Director

ML/dm

cc: Mr. Eloy Avila

AI-49716 **7.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Presentation by Mr. Rolando Garza, Chief Appraiser regarding property appraisal process and appraisal protest procedures

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/15/2015 11:16 AM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM

Form Started By: Monica Badillo Started On: 05/15/2015 11:06 AM

Final Approval Date: 05/15/2015

AI-49582 **Executive Office** **8. B.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept supplemental check from Peachtree Casualty Insurance Company in the amount of $459.25 to settle auto accident claim with County vehicle. (Fire Marshal)

BACKGROUND

DOI: 10/29/15

Acct #: 5-1100-360-00-000-005-0-000 GEN FUND-MISC REV-INSURANCE CLAIMS

Fiscal Impact

Attachments

Peachtree Ins. Company Supplemental Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/06/2015 12:25 PM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Aida Alvarez		Started On: 05/06/2015 11:19 AM
Final Approval Date: 05/15/2015		

TX Claims Office
TX Claims Escrow Account

Check Number: **0000101698**

44615754THEXAS4 The City of Hildalgo Texas Check Date: 05/01/2015

Claim Number	Invoice Number	Date	Description	Paid Amount
44615754	463539	05/01/2015	sup est pymnt for cv	$459.25

Total Check: $459.25

Peachtree Casualty Insurance Company
3723 S. FM 551
Royse City, TX 75189

TX Claims Escrow Account
Claim Number: 44615754

Well Fargo Bank, N.A.
0000101698
DATE May 1, 2015 11-24/1210

AMOUNT
$459.25

Pay Four Hundred Fifty Nine Dollars and 25 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. Lundell

⑈0000101698⑈ ⑆121000248⑆ 4129235560⑈

Zimbra **lauro.torres@co.hidalgo.tx.us**

Claim #44615754

From : Lauro Torres <lauro.torres@co.hidalgo.tx.us> Mon, Mar 16, 2015 04:24 PM
Subject : Claim #44615754 1 attachment
To : nhall@endeavorga.com

Good Afternoon,

We are asking supplemental damages for the above mentioned claim. Attached is an updated estimate for the damages. The difference is $459.25

If you need further information regarding the above claim, please do not hesitate to contact me.

Thank you.

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

----- Forwarded Message -----
From: safety@co.hidalgo.tx.us
To: "Lauro Torres" <lauro.torres@co.hidalgo.tx.us>
Sent: Monday, March 16, 2015 4:04:52 PM
Subject: Message from "RNP0026737FFA91"

This E-mail was sent from "RNP0026737FFA91" (MP C4503).

Scan Date: 03.16.2015 16:04:52 (-0500)
Queries to: safety@co.hidalgo.tx.us

20150316160452184.pdf
813 KB

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

RO Number: 8939

Written By: Cruz Garcia

Insured:	TOMMY URESTE, HIDALGO FIRE MARSHAL OFFICE	Policy #:	Claim #:
Type of Loss:		Date of Loss:	Days to Repair: 0
Point of Impact:	06 Rear		

Owner:
TOMMY URESTE, HIDALGO FIRE MARSHAL OFFICE
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
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
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
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

RO Number: 8939

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

Body Side Moldings	AM Radio	Hands Free Device

RO Number: 8939

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	Repl	Impact bar	25938524	1	495.00	0.3	
6	R&I	Step pad				Incl.	
		SUBTOTALS			**1,038.93**	**2.0**	**4.8**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				1,038.93
Body Labor	2.0 hrs	@	$ 40.00 /hr	80.00
Paint Labor	4.8 hrs	@	$ 40.00 /hr	192.00
Paint Supplies	4.8 hrs	@	$ 30.00 /hr	144.00
Body Supplies	0.3 hrs	@	$ 30.00 /hr	9.00
Subtotal				1,463.93
Grand Total				**1,463.93**
Deductible				0.00
CUSTOMER PAY				**0.00**
INSURANCE PAY				**1,463.93**

AI-49608 **Executive Office** **8. C.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted By: Rebecca Gomez, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Pct.3 Right of Way
Discuss and accept application for access to a public (county) road by Leonor Leal under Transportation Code 251 Section .053

BACKGROUND

Fiscal Impact

Attachments

Pct.3 Landlocked Property- Leonor Leal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/08/2015 03:05 PM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM

Form Started By: Rebecca Gomez Started On: 05/08/2015 01:02 PM

Final Approval Date: 05/15/2015

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

Joe M. Flores
County Commissioner Pct. No. 3

MEMO

TO: Valde Guerra
Hidalgo County Executive Office

FROM: Victor Gallardo ROW Agent
Hidalgo County Pct. 3 Right Of Way

DATE: April 23, 2015

RE: Leonor Leal
4.97 Acre out of the Texan Garden Subdivision Lot 12, Block 21 Hidalgo County, as per map or plat recorded in Volume 08, Page 57 thru 58 , map of records of Hidalgo County, Texas.

Project: Leonor Leal Landlocked Property

Leonor Leal is requesting assistance for an entrance off of Iowa Road. Her property does not have an access to a public road. She has tried to come to an agreement with her neighbor for an access many times with no results. She has paid for a survey and has met all conditions of the landlock application. Steve Crain has reviewed my land investigation information and has agreed that she does meet the requirements to request the assistance of the County Commissioners under Transportation Code 251 section 053. I will be submitting copies of the Leonor Leal Landlocked File to your office, requesting it be submitted to Commissioners Court for approval.

Should you have any questions or need additional information, please feel free to call 956-867-5514.

Cc: rebecca.gomez@co.hidalgo.tx.us Executive Office ROW
Mingo.villarreal@co.hidalgo.tx.us Pct. 3

Office: (956) 585-4509 • Fax: (956) 205-7009
724 N. Breyfogle • Mission, Texas 78574

Hidalgo CAD

Property Search Results > 299184 MOLINA MARIA V & MARIA E for Year 2015

Property

Account

Property ID:	299184	Legal Description:	TEXAN GARDENS N150'-E320.40' LOT 12 BLK 21 1.10 AC GR 1.0 AC NET
Geographic ID:	T2200-00-021-0012-02	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	IOWA RD	Mapsco:	
Neighborhood:		Map ID:	
Neighborhood CD:			

Owner

Name:	MOLINA MARIA V & MARIA E	Owner ID:	718223
Mailing Address:	1719 S CARR AVE SEDALIA, MO 65301-7031	% Ownership:	100.0000000000%
		Exemptions:	

Tract II

See Exhibit A

Affected Owner

Values

(+) Improvement Homesite Value:	+	$0		
(+) Improvement Non-Homesite Value:	+	$4,739		
(+) Land Homesite Value:	+	$0		
(+) Land Non-Homesite Value:	+	$17,826	Ag / Timber Use Value	
(+) Agricultural Market Valuation:	+	$0		$0
(+) Timber Market Valuation:	+	$0		$0
(=) Market Value:	=	$22,565		
(-) Ag or Timber Use Value Reduction:	-	$0		
(=) Appraised Value:	=	$22,565		
(-) HS Cap:	-	$0		
(=) Assessed Value:	=	$22,565		

Taxing Jurisdiction

Owner: MOLINA MARIA V & MARIA E
% Ownership: 100.0000000000%
Total Value: $22,565

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	$22,565	$22,565	$0.00
DR1	DRAINAGE DISTRICT #1	0.095700	$22,565	$22,565	$21.59
GHD	HIDALGO COUNTY	0.590000	$22,565	$22,565	$133.13
HCTR2	COUNTY - TRANSPORTATION REINVESTMENT ZONE #2	0.000000	$22,565	$22,565	$0.00
JCC	SOUTH TEXAS COLLEGE	0.185000	$22,565	$22,565	$41.75
R09	ROAD DIST 09	0.000000	$22,565	$22,565	$0.00
SLJ	LA JOYA ISD	1.311000	$22,565	$22,565	$295.83
SST	SOUTH TEXAS SCHOOL	0.049200	$22,565	$22,565	$11.10
W16	HIDALGO CO IRR DIST 16	0.000000	$22,565	$22,565	$0.00
	Total Tax Rate:	2.230900			

Taxes w/Current Exemptions: $503.40
Taxes w/o Exemptions: $503.40

Improvement / Building

Improvement #1: RESIDENTIAL State Code: A1 Living Area: 468.0 sqft Value: $4,739

Type	Description	Class CD	Exterior Wal	Year Built	SQFT
MA	MAIN AREA	WDLW	DWD	1983	468.0
POR	PORCH (COVERED)	WDLW		0	28.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	AC	ACREAGE	1.0000	43560.00	0.00	0.00	$17,826	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2015	$4,739	$17,826	0	22,565	$0	$22,565
2014	$6,798	$17,826	0	24,624	$0	$24,624
2013	$6,937	$17,826	0	24,763	$0	$24,763
2012	$7,076	$17,826	0	24,902	$0	$24,902

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	8/14/2009 12:00:00 AM	WD	WARRANTY DEED	MOLINA DAVID	MOLINA MARIA V &			2025736
2		CONV	CONVERSION	Unknown	MOLINA DAVID			

Tax Due

Property Tax Information as of 05/08/2015

Amount Due if Paid on:

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 381-8466

Website version: 1.2.2.2

Database last updated on: 5/7/2015 11:50 PM

© 2015 True Automation, Inc. All Rights Reserved.
Privacy Notice

This site only supports Internet Explorer 6+, Netscape 7+ and Firefox 1.5+.

Sec. 251.053. NEIGHBORHOOD ROADS. (a) As provided by this section, a commissioners court may declare as a public road:

(1) any line between the locations of any persons;

(2) any section line; or

(3) any practical route that is convenient to property owners while avoiding hills, mountains, or streams through any enclosures.

(b) A person who owns real property to which there is no public road or other public means of ***access*** may request that an ***access*** road be established connecting the person's real property to the county public road system by making a sworn application to the commissioners court requesting the court to establish the road. The application must:

(1) designate the lines sought to be opened;

(2) include the names and places of residence of the persons that would be affected by the establishment of the road; and

(3) describe why the road is necessary.

(c) After an application is filed, the county clerk shall issue notice to the sheriff or constable commanding that officer to summon each property owner affected by the application. The sheriff or constable shall serve the summons and make a return in the manner in which process is served in a civil action in a justice court. A property owner summoned must appear at the next regular term of the commissioners court if the property owner elects to contest the application.

(d) At a regular term of court following the service of the summons under Subsection (c), the commissioners court may hear evidence as to the truth of the application. If the court determines that the applicants do not have ***access*** to their real property and premises, the court may issue an order declaring the lines designated in the application, or other lines established by the court, to be a public road. The court may direct the public road to be opened by the property owners and to remain open for a width of not less than 15 feet or more than 30 feet on each side of a designated line. The marked trees or other objects used to designate the lines or the corners of the survey may not be removed or defaced. Notice of the court's order shall be served immediately on the property owners and a return of the notice made in the manner provided by Subsection (c) for a return under that subsection. A copy of the order shall be filed in

the deed records in the office of the county clerk.

(e) Damages to property owners incident to the opening of a road under this section shall be assessed by a jury of property owners in the manner provided for other public roads. The county shall pay all costs incurred in connection with the proceedings to open a road under this section.

(f) The commissioners court is not required to maintain a road established under this section using county employees but shall make the road initially suitable for use as an ***access*** public road.

(g) In the case of a public road established under this section that involves an enclosure of 1,280 acres or more, a person who for 12 months after the person receives notice of the court's order issued under Subsection (d) fails, neglects, or refuses to leave open the person's real property free from all obstructions for 15 feet on the person's side of the line designated by the order commits an offense. An offense under this subsection is a misdemeanor punishable by a fine not to exceed $20 for each month that the person fails, neglects, or refuses to do so after the first 12 months after the person receives the notice.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

Sec. 251

AFFIDAVIT OF ANY FACT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HIDALGO

BEFORE ME, Maria E. Reyes, Notary Public, on this 14TH day May 2014 personally came and appeared LEONOR LEAL , with address 500 TURTLE DR, MISSION TEXAS 78572, phone number (956), 432-9520 who after being by me duly sworn does depose and says the following:

I, LEONOR LEAL, with address mentioned above, testify under oath that I'M THE REGISTER OWNER OF PROPERTY WITH LEGAL DESCRIPTION AS FOLLOW:
BEING A 4.97 GROSS ACRE TRACT OF LAND, MORE OR LESS, OUT OF AND FORMING A PART OF LOT 12, BLOCK 21, TEXAS GARDENS, HIDALGO COUNTY, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 08,PAGES 57 THRU 58,MAP RECORDS OF HIDALGO COUNTY,TEXAS; SAID 4.97 ACRE TRACT.

I'm the undersigned and would like to request the Commissioner's Court to help me resolve a Land Lock Property issue, at the property mentioned above, I need to establish a road to access my property I have ask the owner of the property on West Side of Iowa Rd, they won't agree to let me access their property to open a road to my property.

We have discussed this issue with ROW AGENTS Victor Gallardo, we are including a plat showing the adjacent property.

LINES SOUGHT TO BE OPEN:

1- PROPOSED 25.0 X 290.4 ,ROW RIGHT OF WAY

I'm enclosing a plat showing the adjacent property:

2- OWNER:MARIA V & MARIA E. MOLINA PROPERTY ID# 299184,TEXAS GARDENS N150,E320,LEGAL DESPCRIPTION OF THERE PROPERTY AS FOLLOW:

A 1.10 ACRE, GR 1.00 AC NET WARRANTY DEED DOCUMENT No. 2025736 H.C.D.R.

The road easements serve as egress and ingress easement, with its rights and privileges, shall be used only for the purpose of providing free and uninterrupted pedestrian and vehicular access across the property.

IT IS FOR THIS REASON THAT WE ARE REQUESTING THE ASSISTANCE FORM THE COUNTY. IF YOU OR YOUR STAFF NEED ADDITIONAL INFORMATION, PLEASE SEE ATTACH DOCUMENTS.

Further affiant sayeth not.

LEONOR LEAL

ACKNOWLEDGMENT

State of Texas)
)
County of Hidalgo)

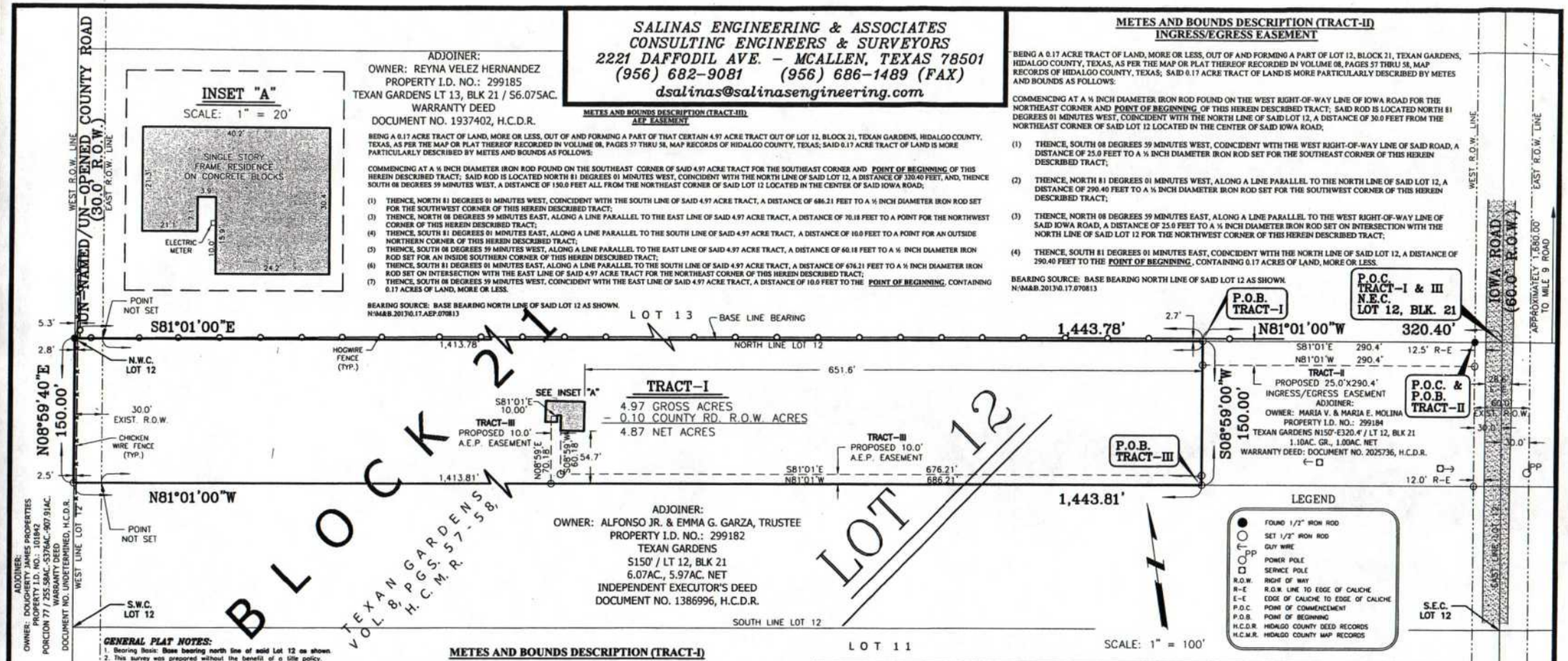
On this 14th day of May 2014 of the before me, a Notary Public of said State, personally appeared, LEONOR LEAL, personally known to me to be the person(s) whose name(s) is/are subscribed to this letter, and acknowledged that he/she/they executed the same.

WITNESS MY HAND and official seal.

MARIA E. REYES
Notary Public, State of Texas
My Commission Expires
March 13, 2017

Maria Reyes, Notary Public
State of Texas, Hidalgo County
My comm exp: 03/13/2017

SALINAS ENGINEERING & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
2221 DAFFODIL AVE. – MCALLEN, TEXAS 78501
(956) 682-9081 (956) 686-1489 (FAX)
dsalinas@salinasengineering.com



METES AND BOUNDS DESCRIPTION (TRACT-III)
AEP EASEMENT

BEING A 0.17 ACRE TRACT OF LAND, MORE OR LESS, OUT OF AND FORMING A PART OF THAT CERTAIN 4.97 ACRE TRACT OUT OF LOT 12, BLOCK 21, TEXAN GARDENS, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 08, PAGES 57 THRU 58, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 0.17 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A ½ INCH DIAMETER IRON ROD FOUND ON THE SOUTHEAST CORNER OF SAID 4.97 ACRE TRACT FOR THE SOUTHEAST CORNER AND **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED TRACT; SAID ROD IS LOCATED NORTH 81 DEGREES 01 MINUTES WEST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 12, A DISTANCE OF 320.40 FEET, AND, THENCE SOUTH 08 DEGREES 59 MINUTES WEST, A DISTANCE OF 150.0 FEET ALL FROM THE NORTHEAST CORNER OF SAID LOT 12 LOCATED IN THE CENTER OF SAID IOWA ROAD;

(1) THENCE, NORTH 81 DEGREES 01 MINUTES WEST, COINCIDENT WITH THE SOUTH LINE OF SAID 4.97 ACRE TRACT, A DISTANCE OF 686.21 FEET TO A ½ INCH DIAMETER IRON ROD SET FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;
(3) THENCE, NORTH 08 DEGREES 59 MINUTES EAST, ALONG A LINE PARALLEL TO THE EAST LINE OF SAID 4.97 ACRE TRACT, A DISTANCE OF 70.18 FEET TO A POINT FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;
(4) THENCE, SOUTH 81 DEGREES 01 MINUTES EAST, ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID 4.97 ACRE TRACT, A DISTANCE OF 10.0 FEET TO A POINT FOR AN OUTSIDE NORTHERN CORNER OF THIS HEREIN DESCRIBED TRACT;
(5) THENCE, SOUTH 08 DEGREES 59 MINUTES WEST, ALONG A LINE PARALLEL TO THE EAST LINE OF SAID 4.97 ACRE TRACT, A DISTANCE OF 60.18 FEET TO A ½ INCH DIAMETER IRON ROD SET FOR AN INSIDE SOUTHERN CORNER OF THIS HEREIN DESCRIBED TRACT;
(6) THENCE, SOUTH 81 DEGREES 01 MINUTES EAST, ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID 4.97 ACRE TRACT, A DISTANCE OF 676.21 FEET TO A ½ INCH DIAMETER IRON ROD SET ON INTERSECTION WITH THE EAST LINE OF SAID 4.97 ACRE TRACT FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;
(7) THENCE, SOUTH 08 DEGREES 59 MINUTES WEST, COINCIDENT WITH THE EAST LINE OF SAID 4.97 ACRE TRACT, A DISTANCE OF 10.0 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.17 ACRES OF LAND, MORE OR LESS.

BEARING SOURCE: BASE BEARING NORTH LINE OF SAID LOT 12 AS SHOWN.
N:\M&B.2013\0.17.AEP.070813

METES AND BOUNDS DESCRIPTION (TRACT-II)
INGRESS/EGRESS EASEMENT

BEING A 0.17 ACRE TRACT OF LAND, MORE OR LESS, OUT OF AND FORMING A PART OF LOT 12, BLOCK 21, TEXAN GARDENS, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 08, PAGES 57 THRU 58, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 0.17 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A ½ INCH DIAMETER IRON ROD FOUND ON THE WEST RIGHT-OF-WAY LINE OF IOWA ROAD FOR THE NORTHEAST CORNER AND **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED TRACT; SAID ROD IS LOCATED NORTH 81 DEGREES 01 MINUTES WEST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 12, A DISTANCE OF 30.0 FEET FROM THE NORTHEAST CORNER OF SAID LOT 12 LOCATED IN THE CENTER OF SAID IOWA ROAD;

(1) THENCE, SOUTH 08 DEGREES 59 MINUTES WEST, COINCIDENT WITH THE WEST RIGHT-OF-WAY LINE OF SAID ROAD, A DISTANCE OF 25.0 FEET TO A ½ INCH DIAMETER IRON ROD SET FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;
(2) THENCE, NORTH 81 DEGREES 01 MINUTES WEST, ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID LOT 12, A DISTANCE OF 290.40 FEET TO A ½ INCH DIAMETER IRON ROD SET FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;
(3) THENCE, NORTH 08 DEGREES 59 MINUTES EAST, ALONG A LINE PARALLEL TO THE WEST RIGHT-OF-WAY LINE OF SAID IOWA ROAD, A DISTANCE OF 25.0 FEET TO A ½ INCH DIAMETER IRON ROD SET ON INTERSECTION WITH THE NORTH LINE OF SAID LOT 12 FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;
(4) THENCE, SOUTH 81 DEGREES 01 MINUTES EAST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 12, A DISTANCE OF 290.40 FEET TO THE **POINT OF BEGNNING**, CONTAINING 0.17 ACRES OF LAND, MORE OR LESS.

BEARING SOURCE: BASE BEARING NORTH LINE OF SAID LOT 12 AS SHOWN.
N:\M&B.2013\0.17.070813

GENERAL PLAT NOTES:

1. Bearing Basis: **Base bearing north line of said Lot 12 as shown.**
2. This survey was prepared without the benefit of a title policy. The research of any easements is not within the scope of this boundary/improvement survey. Any easement shown herein were taken directly from the plat of record. This survey is for the exclusive use of the client named hereon and may not be copied or transferred to another party without the express written consent of the surveyor.
3. There are no discrepancies, conflicts, excesses or shortages in area, encroachments or any overlapping improvements, visible or apparent easements except as shown or noted hereon.
4. The surveyor has made no attempt to locate or define wetlands, hazardous waste areas, habitats, endangered species or any other environmentally sensitive areas on the tract of land shown hereon; Nor does this survey make any representations of being an environmental assessment of the tract of land shown hereon.
5. The surveyor has made no attempt to locate or define archeological sites, historical sites or undocumented cemeteries on the tract of land shown hereon; Nor does this survey make any representations of being an archeological or historical survey of the tract of land shown hereon.
6. The surveyor has made no attempt to locate abandoned, or plugged oil and gas wells, or any other wells on the tract of land shown hereon; Nor has the surveyor made any attempt to research same with the Railroad Commission of Texas or any other State agency; Nor has the surveyor investigated any mineral or royalty interests in the tract of land shown hereon.
7. This is a standard survey and does not include a subsurface utility or topographic investigation.
8. If this survey does not bear an original seal and signature it is INVALID as per Section 861.46 and Section 863.19 of the "The Professional Land Surveying Practices Act" enacted under Article 5282c, Vernon's Texas Civil Statutes.

METES AND BOUNDS DESCRIPTION (TRACT-I)

BEING A 4.97 GROSS ACRE TRACT OF LAND, MORE OR LESS, OUT OF AND FORMING A PART OF LOT 12, BLOCK 21, TEXAN GARDENS, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 08, PAGES 57 THRU 58, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 4.97 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHEAST CORNER OF SAID LOT 12 LOCATED IN THE CENTER OF IOWA ROAD; SAID CORNER IS MONUMENTED BY A ½ INCH DIAMETER IRON ROD FOUND NORTH 81 DEGREES 01 MINUTES WEST, A DISTANCE OF 30.0 FEET FROM SAID CORNER; THENCE,

NORTH 81 DEGREES 01 MINUTES WEST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 12, A DISTANCE OF 320.40 FEET TO A ½ INCH DIAMETER IRON ROD SET FOR THE NORTHEAST CORNER AND **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED TRACT;

(1) THENCE, SOUTH 08 DEGREES 59 MINUTES WEST, A DISTANCE OF 150.0 FEET TO A ½ INCH DIAMETER IRON ROD SET FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;
(2) THENCE, NORTH 81 DEGREES 01 MINUTES WEST, ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID LOT 12, A DISTANCE OF 1,413.81 FEET PASS THE EAST RIGHT-OF-WAY LINE OF THAT CERTAIN 30.0 FOOT UN-NAMED UN-OPENED COUNTY ROADWAY, AT A DISTANCE OF 1,443.81 FEET IN ALL TO A ½ INCH DIAMETER IRON ROD SET ON INTERSECTION WITH THE WEST LINE OF SAID LOT 12 FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;
(3) THENCE, NORTH 08 DEGREES 59 MINUTES 40 SECONDS EAST, COINCIDENT WITH THE WEST LINE OF SAID LOT 12, A DISTANCE OF 150.0 FEET TO A ½ INCH DIAMETER IRON ROD FOUND ON THE NORTHWEST CORNER OF SAID LOT 12 FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;
(4) THENCE, SOUTH 81 DEGREES 01 MINUTES EAST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 12, A DISTANCE OF 30.0 FEET PASS THE EAST RIGHT-OF-WAY LINE OF SAID UN-NAMED UN-OPENED COUNTY ROADWAY, AT A DISTANCE OF 1,443.78 FEET IN ALL TO THE **POINT OF BEGINNING**, CONTAINING 4.97 GROSS ACRES OF LAND, MORE OR LESS, OF WHICH 0.10 ACRES, MORE OR LESS, ARE LOCATED WITHIN SAID UN-NAMED UN-OPENED COUNTY ROADWAY, LEAVING 4.87 NET ACRES OF LAND, MORE OR LESS.

BEARING SOURCE: BASE BEARING NORTH LINE OF SAID LOT 12 AS SHOWN.
N:\M&B.2013\4.98.070813

This is to certify that I have, this date, made a careful and accurate standard land survey on the ground of property which is located at AS SHOWN ABOVE in HIDALGO COUNTY, Texas, described as follows: BEING A 4.97 GROSS ACRE TRACT OF LAND, MORE OR LESS, OUT OF AND FORMING A PART OF (SEE METES AND BOUNDS DESCRIPTION) Lot 12, Block 21, of TEXAN GARDENS HIDALGO CO. Texas, according to the plat recorded in Volume 8, Page 57-58, of the MAP Records of Hidalgo County, Texas. I further certify that this property lies in Zone "A" as per FIRM (Flood Insurance Rate Map) dated JUNE 6, 2000 Community Panel No. 480334 0300 D.

A.E.
DRN. BY

JULY 8, 2013
DATE

S-13-22854
JOB NO.

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5782

STATE OF TEXAS REGISTERED DAVID O. SALINAS 5782 PROFESSIONAL LAND SURVEYOR

EXHIBIT A 1 of 2

Landlocked

May 13, 2014

13611

0 0.03 0.06 0.12 mi

0 0.05 0.1 0.2 km

JP Constable

School Districts

Voting Precincts

Streets

Location map mile 3 1/2 north Town Road

EXHIBIT

tabbies

1 ft 2 of 2

AI-49612 **Executive Office** **8. D.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Environmental Compliance:
Reporting the submittal of Hidalgo County's Tier 2 Chemical Inventory Report for 2014 to Texas Department of State Health Services and requesting payment of the associated fee of $100.00 based on types and quantities of materials stored by the county.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-419-70-125-036-0-890

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

BUDGETARY IMPACT:

Funds available as of 5/11/2015

Attachments

invoice
reports

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/08/2015 03:06 PM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Monica Badillo		Started On: 05/08/2015 02:53 PM
Final Approval Date: 05/15/2015		

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

P.O. Box 149347
Austin, Texas 78714-9347
1-888-963-7111
TTY: 1-800-735-2989
www.dshs.state.tx.us

DAVID L. LAKEY, M.D.
COMMISSIONER

Fee Payment Form & Instructions:

The Texas Tier Two Chemical Inventory Report for calendar year 2014 is due between January 1- March 1, 2015. The Texas Tier Two Program requires reports to be submitted electronically using the 2014 Tier2 Submit software. Once you have used the software to create your report, **Please e-mail your submission to:**

T2Sdatafiles@dshs.state.tx.us

****PLEASE REVIEW CHANGES TO TIER2 SUBMIT 2014 PAGE FOR NEW REPORTING REQUIREMENTS****

You will need to mail in your filing fee with this Fee Payment Form to the address given below. Please include your TXT2 number on the following items: the subject line of your email; the check/money order memo line; and the State Fields screen in the Tier2 Submit software.

For additional information, please contact DSHS staff as indicated below**:**

E-mail: tiertwohelp@dshs.state.tx.us
Web: www.texastiertwo.com
Phone: (512) 834-6603
Toll Free (TX only): (800) 452-2791

After you have submitted your Tier Two report, please take the short survey on our website at: https://reglicensing.questionpro.com/

If you have questions related to your fees, please use the fee calculators located on the left hand side of our website.

Please make your check payable to: Texas Department of State Health Services – ZZ109-180

TXT2 No.: 68687 Total: $100 Check No.:_____ No. of facilities: 8___
Owner/Operator: **Hidalgo County**
Submitter Name: Hidalgo County Executive Office- Environmental Compliance Division
Contact Phone No.: 956-318-2980 Mailing Address Change:

Hidalgo County Executive Office
Environmental Compliance Division
2818 S. Business Highway 281
Edinburg, TX 78539

Cash Receipts – MC 2005
DSHS – Tier Two Chemical Reporting Program
PO Box 149347
Austin, TX 78714-9347

Tier Two Filing Checklist

1. Download and install the Tier2 Submit 2014 software from our website located at: www.texastiertwo.com .

2. Once installed, new filers will need to begin typing information. Previous filers will be able to import in previous year's data file **(.t2s or .zip)** *(You might need administrative rights to install the software, please contact your IT Department for help.)*

3. Review each tab along with all required red asterisk spaces before submitting.

4. To **Save & Submit**, click **File > Create Submission > Start Submission Validation**.

5. Once you pass validation, you may **Create an Electronic File**. *(File Name Suggestion: [TXT2 Number] Tier ll 2014*.

6. Compose a new email to: t2sdatafiles@dshs.state.tx.us . Include your TXT2 Number in the subject line and make sure to have your contact information in the body of the e-mail.

7. Attach the Data File to your e-mail *(please make sure not to attach the Tier2Submit desktop shortcut)* and send your e-mail to DSHS. You will receive an automated confirmation e-mail letting you know that it was successfully received. If there are problems with your submission, you will be contacted at a later time.

8. Payment: Mail in the Filing Fee Payment Form and your check or money order. Credit cards are not accepted at this time. A cancelled check or money order will serve as your receipt of payment.

9. You are also required to send the data file to the Local Emergency Planning Commission (LEPC) and local fire department for your facility. For help locating your LEPC please go to: www.dshs.state.tx.us/tiertwo/lepc.shtm. For help locating your local fire department, please go to: http://tfsfrp.tamu.edu/fdd/directory/ . In order to adequately protect the health and safety of individuals in your community, DSHS requires adherence with this reporting requirement.

TRADE SECRET?

Please do not check the "Trade Secret" box unless you have received approval from the US Environmental Protection Agency (EPA). DSHS does not substantiate trade secret claims. Forms and other information about how to report trade secrets must be obtained from EPA's Office of Emergency Management at: http://www.epa.gov/emergencies/content/epcra/tier2.htm. You may also contact the Emergency Planning and Community Right-to-Know Act (EPCRA) Call Center at: 800-424-9396 or by mail at: EPCRA Trade Secrets, c/o CGI Federal, Inc., PO Box 10162, Fairfax, VA 22038. If your trade secret claim is substantiated by EPA, you must submit a Sanitized Tier 2 report and EPA's confirmation of your claim to DSHS.

FEE INFORMATION

You may use our Interactive Fee Calculators on our website by accessing it through our homepage at: http://www.texastiertwo.com. We have two fee calculators located on the left hand side of the webpage; look under **Tier Two Reference Center** and select either **the Fee Calculator for Manufacturing** or the **Fee Calculator for Non-Manufacturing and Public Employer Facilities.**

An Equal Opportunity Employer and Provider

Facility Name: HIDALGO COUNTY PRECINCT 1

****
****

FACILITY IDENTIFICATION:
HIDALGO COUNTY PRECINCT 1
Dept: MECHANIC SHOP
1902 JOE STEPHENS, SUITE 101
WESLACO, TX 78596 USA
County: HIDALGO
Latitude: 26.177494
Longitude: -97.96873
MAILING ADDRESS: 1212 S. 25th Street, Suite B
Edinburg, TX 78542-7223 USA
Facility Phone: 956-472-3747

[x] All facility information (not including chemical information) is identical to last year's submission

IDENTIFICATION NUMBERS:
Dun & Bradstreet: N/A
NAICS: 92111 (Executive Offices)
SIC: 9131 (EXEC & LEGIS OFFICES COMBINED)

Is the facility manned? [x] Manned [ ] Unmanned
Maximum No. of Occupants: 45

REGULATORY INFORMATION:
Subject to Emergency Planning under Section 302 of EPCRA (40 CFR part 355)? [ ] Yes [x] No
Subject to Chem. Accident Prevention under Section 112(r) of CAA (40 CFR part 68, Risk Mgmt. Pgm.)? [ ] Yes [x] No

CONTACT INFORMATION:

Ramirez, Martin
Title: Environmental Coordinator Contact Type 1: Regulatory Point of Contact Contact Type 3: Tier II Information Contact Contact Type 4: Submitter
Address: 1212 S. 25th St., Suite B, Edinburg, TX, 78542-7223 USA
Phones: Work: 956-292-7000 ext 4082
Email: martin.ramirez@hchd.org

Moreno, Ricardo
Title: Shop Foreman Contact Type 1: Other Contact Type 2: Precinct Contact- Maintenance Shop
Address: 1902 Joe Stephens Ave., Weslaco, TX, 78596 USA
Phones: Mobile - Cell: 956-472-4156

Hidalgo County,
Title: Owner/Operator Contact Type 1: Owner / Operator
Address: 1212 S. 25th St., Suite B, Edinburg, TX, 78542-7223 USA
Phones: Work: 956-292-7000 ext 4082
Email: stormwater@hchd.org

Mata, Esteban
Title: Pct. 1 Safety Officer Contact Type 1: Other Contact Type 2: Precinct Contact- Safety

Facility Name: HIDALGO COUNTY PRECINCT 1

Address: MILE 11 NORTH & 1 1/2 WEST, Mercedes , TX, 78570 USA
Phones: Mobile - Cell: 956-532-8784
Email: Esteban.mata@co.hidalgo.tx.us

Sustaita, Arnulfo
Contact Type 1: Emergency Contact Contact Type 2: Other Contact Type 3: Precinct Contact
Address: Mile 11 and Mile 1 1/2 West , Mercedes, TX, 78570 USA
Phones: 24-hour: 956-472-3747 : 956-968-8733
Email: anulfo.sustaita@co.hidalgo.tx.us

CHEMICAL DESCRIPTIONS:

CHEM NAME: NATURAL GASOLINE
CAS: 86290-81-5
[ ] Identical to previous year
[ ] TRADE SECRET
[x] Pure [ ] Mix [ ] Solid [x] Liquid [ ] Gas [ ] EHS
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [ ] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
[ ] Below Reporting Thresholds
Max Amt: 12450 pounds Max Daily Amt code: 06 (10,000 - 24,999 pounds)
Avg Amt: 12450 pounds Avg Daily Amt code: 06 (10,000 - 24,999 pounds)
Max quantity in largest container: 12450 pounds
No. of days on-site: 365
STORAGE LOCATIONS:
[ ] Confidential
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: SOUTHWEST SIDE OF MECHANIC SHOP Amount: 2000 gallons
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

FACILITY STATE FIELDS:
Texas requests the following:
[ ] Initial
[ ] Updated
[x] Annual
TXT2 Number:: 68687

STATE / LOCAL FEES: $50

[ ] I have attached a site plan
[ ] I have attached a list of site coordinate abbreviations
[ ] I have attached a description of dikes and other safeguard measures

Facility Name: HIDALGO COUNTY PRECINCT 1

Certification (Read and sign after completing all sections)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in pages one through 3, and that based on my inquiry of those individuals responsible for obtaining this information, I believe that the submitted information is true, accurate, and complete.

Martin Ramirez
Name and official title of owner/operator OR owner/operator's authorized representative

Signature

4/13/2015
Date signed

Facility Name: HIDALGO COUNTY PRECINCT 1

****
****

FACILITY IDENTIFICATION:
HIDALGO COUNTY PRECINCT 1
Dept: SUNRISE HILL- SANITATION
MILE 11 NORTH & 1 1/2 WEST
MERCEDES, TX 78570 USA
County: HIDALGO
Latitude: 26.177494
Longitude: -97.96873
MAILING ADDRESS: 1902 JOE STEPHENS SUITE 101
WESLACO, TX 78596 USA
Facility Phone: 956-472-3747

[x] All facility information (not including chemical information) is identical to last year's submission

IDENTIFICATION NUMBERS:
Dun & Bradstreet: N/A
NAICS: 92111 (Executive Offices)
SIC: 9131 (EXEC & LEGIS OFFICES COMBINED)

Is the facility manned? [x] Manned [ ] Unmanned
Maximum No. of Occupants: 87

REGULATORY INFORMATION:
Subject to Emergency Planning under Section 302 of EPCRA (40 CFR part 355)? [ ] Yes [x] No
Subject to Chem. Accident Prevention under Section 112(r) of CAA (40 CFR part 68, Risk Mgmt. Pgm.)? [ ] Yes [x] No

CONTACT INFORMATION:

Ramirez, Martin
Title: Environmental Coordinator Contact Type 1: Regulatory Point of Contact Contact Type 3: Tier II Information Contact Contact Type 4: Submitter
Address: 1212 S. 25th St., Suite B, Edinburg, TX, 78542-7223 USA
Phones: Work: 956-292-7000 ext 4082
Email: martin.ramirez@hchd.org

Flores, Juan
Title: Materiels Manager Contact Type 1: Other Contact Type 2: Precinct Contact- Sunrise Hill
Address: 1902 Joe Stephens, Suite 101, Weslaco, TX, 78596 USA
Phones: Mobile - Cell: 956-212-4242

Hidalgo County,
Title: Owner/Operator Contact Type 1: Owner / Operator
Address: 1212 S. 25th St., Suite B, Edinburg, TX, 78542-7223 USA
Phones: Work: 956-292-7000 ext 4082
Email: stormwater@hchd.org

Perez, Carlos
Title: Risk Mgr. Contact Type 1: Other Contact Type 2: Fuel Supplier Risk Mgr.

Facility Name: HIDALGO COUNTY PRECINCT 1

Address: 4506 Highway 359, Laredo, TX, 78042 USA
Phones: Work: 956-722-5251
Email: carlos.perez@argpetro.com

Arguindegui Oil Co. II LTD.,
Title: Owner Contact Type 1: Owner / Operator
Address: 4506 State Highway 359, Laredo, TX, 78042 USA
Phones: Work: 956-722-5251
Email: carlos.perez@argpetro.com

Mata, Esteban
Title: Pct. 1 Safety Officer Contact Type 1: Other Contact Type 2: Precinct Contact- Safety
Address: MILE 11 NORTH & 1 1/2 WEST, Mercedes , TX, 78570 USA
Phones: Mobile - Cell: 956-532-8784
Email: Esteban.mata@co.hidalgo.tx.us

Sustaita, Arnulfo
Contact Type 1: Emergency Contact Contact Type 2: Other Contact Type 3: Precinct Contact
Address: Mile 11 and Mile 1 1/2 West , Mercedes, TX, 78570 USA
Phones: 24-hour: 956-472-3747 : 956-968-8733
Email: anulfo.sustaita@co.hidalgo.tx.us

CHEMICAL DESCRIPTIONS:

CHEM NAME: DIESEL FUEL
CAS: 68476-34-6
[ ] Identical to previous year
[ ] TRADE SECRET
[x] Pure [ ] Mix [ ] Solid [x] Liquid [ ] Gas [ ] EHS
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
[ ] Below Reporting Thresholds
Max Amt: 29216 pounds Max Daily Amt code: 07 (25,000 - 49,999 pounds)
Avg Amt: 29216 pounds Avg Daily Amt code: 07 (25,000 - 49,999 pounds)
Max quantity in largest container: 14608 pounds
No. of days on-site: 365
STORAGE LOCATIONS:
[ ] Confidential
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: NORTHWEST OF MAIN OFFICE Amount: 1500 gallons
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: NORTHWEST OF MAIN OFFICE Amount: 2000 gallons
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

CHEM NAME: PETROLEUM ASPHALT (SS-1 & CRS-2)
CAS: 8052-42-4
[ ] Identical to previous year

Facility Name: HIDALGO COUNTY PRECINCT 1

[ ] TRADE SECRET
[ ] Pure [x] Mix [ ] Solid [x] Liquid [ ] Gas [ ] EHS
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
[ ] Below Reporting Thresholds
Max Amt: 83830 pounds Max Daily Amt code: 09 (75,000 - 99,999 pounds)
Avg Amt: 83830 pounds Avg Daily Amt code: 09 (75,000 - 99,999 pounds)
Max quantity in largest container: 41915 pounds
No. of days on-site: 365
STORAGE LOCATIONS:
[ ] Confidential
Container Type: Above ground tank Pressure: Ambient pressure Temp: Greater than ambient temperature Location: NORTH SIDE OF MAIN OFFICE Amount: 5000 gallons
Container Type: Above ground tank Pressure: Ambient pressure Temp: Greater than ambient temperature Location: NORTH SIDE OF MAIN OFFICE Amount: 5000 pounds
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

FACILITY STATE FIELDS:
Texas requests the following:
[ ] Initial
[ ] Updated
[x] Annual
TXT2 Number:: 68687

STATE / LOCAL FEES: $50

[ ] I have attached a site plan
[ ] I have attached a list of site coordinate abbreviations
[ ] I have attached a description of dikes and other safeguard measures

NOTES: Arguindegui Oil Co., II LTD owns the 2,000 gallon and 1,500 tanks holding diesel at the Pct. 1 Sunrise Hill Sanitation Site. Hidalgo County is allowed to use it as part of the fuel supply contract with Arguindegui Oil.

Certification (Read and sign after completing all sections)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in pages one through 3, and that based on my inquiry of those individuals responsible for obtaining this information, I believe that the submitted information is true, accurate, and complete.

Martin Ramirez
Name and official title of owner/operator OR owner/operator's authorized representative

Martin Ramirez
Signature

4/13/2015
Date signed

Facility Name: HIDALGO COUNTY PRECINCT 2

****
****

FACILITY IDENTIFICATION:
HIDALGO COUNTY PRECINCT 2
Dept: MECHANIC SHOP
3001 EAST STATE
PHARR, TX 78577 USA
County: HIDALGO
Latitude: 26.195194
Longitude: -98.180316
MAILING ADDRESS: 1212 S. 25th Street, Suite B
Edinburg, TX 78542-7223 USA
Facility Phone: 956-369-0823

[x] All facility information (not including chemical information) is identical to last year's submission

IDENTIFICATION NUMBERS:
Dun & Bradstreet: N/A
NAICS: 92111 (Executive Offices)
SIC: 9131 (EXEC & LEGIS OFFICES COMBINED)

Is the facility manned? [x] Manned [ ] Unmanned
Maximum No. of Occupants: 45

REGULATORY INFORMATION:
Subject to Emergency Planning under Section 302 of EPCRA (40 CFR part 355)? [ ] Yes [x] No
Subject to Chem. Accident Prevention under Section 112(r) of CAA (40 CFR part 68, Risk Mgmt. Pgm.)? [ ] Yes [x] No

CONTACT INFORMATION:

Ramirez, Martin
Title: Environmental Coordinator Contact Type 1: Regulatory Point of Contact Contact Type 3: Tier II Information Contact Contact Type 4: Submitter
Address: 1212 S. 25th St., Suite B, Edinburg, TX, 78542-7223 USA
Phones: Work: 956-292-7000 ext 4082
Email: martin.ramirez@hchd.org

Cavazos, Roque
Title: Shop Foreman Contact Type 1: Other Contact Type 2: Shop Foreman
Address: 301 E. State Ave., Pharr, TX, 78577-3977

USA
Phones: 24-hour: 956-533-4601 Work: 956-787-1891

Hidalgo County,
Title: Owner/Operator Contact Type 1: Owner / Operator
Address: 1212 S. 25th St., Suite B, Edinburg, TX, 78542-7223 USA
Phones: Work: 956-292-7000 ext 4082
Email: stormwater@hchd.org

Facility Name: HIDALGO COUNTY PRECINCT 2

Cuellar, Ricardo
Title: Field Operations Director
Contact Type 1: Emergency Contact
Address: 301 E. State St., Pharr, TX, 78577 USA
Phones: Work: 956-787-1891 24-hour: 956-369-0823
Email: ricardo.cuellar@co.hidalgo.tx.us

CHEMICAL DESCRIPTIONS:

CHEM NAME: DIESEL FUEL
CAS: 68476-34-6
[ ] Identical to previous year
[ ] TRADE SECRET
[x] Pure [ ] Mix [ ] Solid [x] Liquid [ ] Gas [ ] EHS
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
[ ] Below Reporting Thresholds
Max Amt: 21912 pounds Max Daily Amt code: 06 (10,000 - 24,999 pounds)
Avg Amt: 21912 pounds Avg Daily Amt code: 06 (10,000 - 24,999 pounds)
Max quantity in largest container: 21912 pounds
No. of days on-site: 365
STORAGE LOCATIONS:
[ ] Confidential
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: EAST OF MAINTENANCE SHOP Amount: 3000 gallons
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

CHEM NAME: NATURAL GASOLINE
CAS: 86290-81-5
[ ] Identical to previous year
[ ] TRADE SECRET
[ ] Pure [x] Mix [ ] Solid [x] Liquid [ ] Gas [ ] EHS
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
[ ] Below Reporting Thresholds
Max Amt: 5810 pounds Max Daily Amt code: 05 (5,000 - 9,999 pounds)
Avg Amt: 5810 pounds Avg Daily Amt code: 05 (5,000 - 9,999 pounds)
Max quantity in largest container: 5810 pounds
No. of days on-site: 365
STORAGE LOCATIONS:
[ ] Confidential
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: EAST SIDE OF MAIN OFFICE Amount: 1000 gallons
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

Facility Name: HIDALGO COUNTY PRECINCT 2

FACILITY STATE FIELDS:
Texas requests the following:
[ ] Initial
[ ] Updated
[x] Annual
TXT2 Number:: 68687

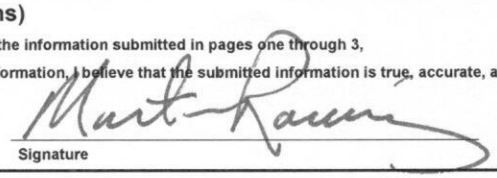
STATE / LOCAL FEES: $50

[ ] I have attached a site plan
[ ] I have attached a list of site coordinate abbreviations
[ ] I have attached a description of dikes and other safeguard measures

Certification (Read and sign after completing all sections)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in pages one through 3, and that based on my inquiry of those individuals responsible for obtaining this information, I believe that the submitted information is true, accurate, and complete.

Martin Ramirez
Name and official title of owner/operator OR owner/operator's authorized representative


Signature

4/13/2015
Date signed

Facility Name: HIDALGO COUNTY PRECINCT 3

****
****

FACILITY IDENTIFICATION:
HIDALGO COUNTY PRECINCT 3
Dept: ROAD AND BRIDGE
NORTH SIDE OF FM 2221 E. OF IOWA RD.
LA JOYA, TX 78572 USA
County: HIDALGO
Latitude: 26.195194
Longitude: -98.180316
MAILING ADDRESS: 1212 S. 25th St., Suite B
Edinburg, TX 78542-7223 USA
Facility Phone: 956-313-8124

[x] All facility information (not including chemical information) is identical to last year's submission

IDENTIFICATION NUMBERS:
Dun & Bradstreet: N/A
NAICS: 92111 (Executive Offices)
SIC: 9131 (EXEC & LEGIS OFFICES COMBINED)

Is the facility manned? [x] Manned [ ] Unmanned
Maximum No. of Occupants: 60

REGULATORY INFORMATION:
Subject to Emergency Planning under Section 302 of EPCRA (40 CFR part 355)? [ ] Yes [x] No
Subject to Chem. Accident Prevention under Section 112(r) of CAA (40 CFR part 68, Risk Mgmt. Pgm.)? [ ] Yes [x] No

CONTACT INFORMATION:

Ramirez, Martin
Title: Environmental Coordinator Contact Type 1: Regulatory Point of Contact Contact Type 3: Tier II Information Contact Contact Type 4: Submitter
Address: 1212 S. 25th St., Suite B, Edinburg, TX, 78542-7223 USA
Phones: Work: 956-292-7000 ext 4082
Email: martin.ramirez@hchd.org

Ramirez, Saul
Title: Rd. & Bridge Manager Contact Type 1: Emergency Contact Contact Type 2: Other Contact Type 3: Rd. & Bridge Manager
Address: 724 N. Breyfogle, Mission, TX, 78574 USA
Phones: 24-hour: 956-313-8124 : 956-585-4509
Email: saul.ramirez@co.hidalgo.tx.us

Hidalgo County,
Title: Owner/Operator Contact Type 1: Owner / Operator
Address: 1212 S. 25th St., Suite B, Edinburg, TX, 78542-7223 USA
Phones: Work: 956-292-7000 ext 4082
Email: stormwater@hchd.org

Facility Name: HIDALGO COUNTY PRECINCT 3

Perez, Carlos
Title: Risk Mgr. Contact Type 1: Other Contact Type 2: Fuel Supplier Risk Mgr.
Address: 4506 Highway 359, Laredo, TX, 78042 USA
Phones: Work: 956-722-5251
Email: carlos.perez@argpetro.com

Arguindegui Oil Co. II LTD.,
Title: Owner Contact Type 1: Owner / Operator
Address: 4506 State Highway 359, Laredo, TX, 78042 USA
Phones: Work: 956-722-5251
Email: carlos.perez@argpetro.com

CHEMICAL DESCRIPTIONS:

CHEM NAME: DIESEL FUEL
CAS: 68476-34-6
[ ] Identical to previous year
[ ] TRADE SECRET
[x] Pure [ ] Mix [ ] Solid [x] Liquid [ ] Gas [ ] EHS
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
[ ] Below Reporting Thresholds
Max Amt: 29216 pounds Max Daily Amt code: 07 (25,000 - 49,999 pounds)
Avg Amt: 29216 pounds Avg Daily Amt code: 07 (25,000 - 49,999 pounds)
Max quantity in largest container: 29216 pounds
No. of days on-site: 365
STORAGE LOCATIONS:
[ ] Confidential
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: NORTH EAST CORNER OF MAIN OFFICE Amount: 4000 gallons
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

CHEM NAME: NATURAL GASOLINE
CAS: 86290-81-5
[ ] Identical to previous year
[ ] TRADE SECRET
[ ] Pure [x] Mix [ ] Solid [x] Liquid [ ] Gas [ ] EHS
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
[ ] Below Reporting Thresholds
Max Amt: 12450 pounds Max Daily Amt code: 06 (10,000 - 24,999 pounds)
Avg Amt: 12450 pounds Avg Daily Amt code: 06 (10,000 - 24,999 pounds)
Max quantity in largest container: 12450 pounds
No. of days on-site: 365
STORAGE LOCATIONS:
[ ] Confidential

Facility Name: HIDALGO COUNTY PRECINCT 3

Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: NORTH EAST CORNER OF MAIN OFFICE Amount: 2000 gallons
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

CHEM NAME: PETROLEUM ASPHALT (SS-1 & CRS-2)
CAS: 8052-42-4
[ ] Identical to previous year
[ ] TRADE SECRET
[ ] Pure [x] Mix [ ] Solid [x] Liquid [ ] Gas [ ] EHS
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
[ ] Below Reporting Thresholds
Max Amt: 67064 pounds Max Daily Amt code: 08 (50,000 - 74,999 pounds)
Avg Amt: 67064 pounds Avg Daily Amt code: 08 (50,000 - 74,999 pounds)
Max quantity in largest container: 33532 pounds
No. of days on-site: 365
STORAGE LOCATIONS:
[ ] Confidential
Container Type: Above ground tank Pressure: Ambient pressure Temp: Greater than ambient temperature Location: NORTHEAST SIDE OF MAIN OFFICE Amount: 4000 gallons
Container Type: Above ground tank Pressure: Ambient pressure Temp: Greater than ambient temperature Location: NORTHEAST SIDE OF MAIN OFFICE Amount: 4000 pounds
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

FACILITY STATE FIELDS:
Texas requests the following:
[ ] Initial
[ ] Updated
[x] Annual
TXT2 Number:: 68687

STATE / LOCAL FEES: $50

[ ] I have attached a site plan
[ ] I have attached a list of site coordinate abbreviations
[ ] I have attached a description of dikes and other safeguard measures

NOTES: Arguindegui Oil Co., II LTD owns the 2,000 gallon tank holding gasoline and the 4,000 gallon tank holding diesel at the Pct. 3 Road and Bridge Shop Site. Hidalgo County is allowed to use these tanks as part of the fuel supply contract with Arguindegui Oil.

Certification (Read and sign after completing all sections)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in pages one through 3, and that based on my inquiry of those individuals responsible for obtaining this information, I believe that the submitted information is true, accurate, and complete.

Martin Ramirez
Name and official title of owner/operator OR owner/operator's authorized representative

Martin Ramirez
Signature

5/6/2015
Date signed

Facility Name: HIDALGO COUNTY PRECINCT 3

****
****

FACILITY IDENTIFICATION:
HIDALGO COUNTY PRECINCT 3
Dept: PENITAS LANDFILL
0.5 MILE W OF FM 1427 ON MILITARY HIGHWAY
PENITAS, TX 78576 USA
County: Hidalgo
Latitude: 26.195194
Longitude: -98.180316
MAILING ADDRESS: 724 NORTH BREYFOGLE
MISSION, TX 78574 USA
Facility Phone: 956-313-8124

[x] All facility information (not including chemical information) is identical to last year's submission

IDENTIFICATION NUMBERS:
Dun & Bradstreet: N/A
NAICS: 92111 (Executive Offices)
SIC: 9131 (EXEC & LEGIS OFFICES COMBINED)

Is the facility manned? [x] Manned [ ] Unmanned
Maximum No. of Occupants: 25

REGULATORY INFORMATION:
Subject to Emergency Planning under Section 302 of EPCRA (40 CFR part 355)? [ ] Yes [x] No
Subject to Chem. Accident Prevention under Section 112(r) of CAA (40 CFR part 68, Risk Mgmt. Pgm.)? [ ] Yes [x] No

CONTACT INFORMATION:

Ramirez, Martin
Title: Environmental Coordinator Contact Type 1: Regulatory Point of Contact Contact Type 3: Tier II Information Contact Contact Type 4: Submitter
Address: 1212 S. 25th St., Suite B, Edinburg, TX, 78542-7223 USA
Phones: Work: 956-292-7000 ext 4082
Email: martin.ramirez@hchd.org

Ocanas, George
Title: Landfill Mgr Contact Type 1: Other Contact Type 2: Precinct Contact- Landfill
Address: 724 N. Breyfogle, Mission, TX, 78577 USA
Phones: Mobile - Cell: 956-639-9245

Hidalgo County,
Title: Owner/Operator Contact Type 1: Owner / Operator
Address: 1212 S. 25th St., Suite B, Edinburg, TX, 78542-7223 USA
Phones: Work: 956-292-7000 ext 4082
Email: stormwater@hchd.org

Ramirez, Saul
Title: Rd. & Bridge Manager Contact Type 1: Emergency Contact Contact Type 2: Other Contact Type 3: Rd. & Bridge

Facility Name: HIDALGO COUNTY PRECINCT 3

Manager
Address: 724 N. Breyfogle, Mission, TX, 78574 USA
Phones: 24-hour: 956-313-8124 : 956-585-4509
Email: saul.ramirez@co.hidalgo.tx.us

CHEMICAL DESCRIPTIONS:

CHEM NAME: DIESEL FUEL
CAS: 68476-34-6
[ ] Identical to previous year
[ ] TRADE SECRET
[x] Pure [ ] Mix [ ] Solid [x] Liquid [ ] Gas [ ] EHS
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
[ ] Below Reporting Thresholds
Max Amt: 14608 pounds Max Daily Amt code: 06 (10,000 - 24,999 pounds)
Avg Amt: 14608 pounds Avg Daily Amt code: 06 (10,000 - 24,999 pounds)
Max quantity in largest container: 7304 pounds
No. of days on-site: 365
STORAGE LOCATIONS:
[ ] Confidential
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: NEXT TO ENTRANCE SOUTH OF OFFICE Amount: 1000 gallons
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: NEXT TO ENTRANCE SOUTH OF OFFICE Amount: 1000 gallons
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

FACILITY STATE FIELDS:
Texas requests the following:
[ ] Initial
[ ] Updated
[x] Annual
TXT2 Number:: 68687

STATE / LOCAL FEES: None.

[ ] I have attached a site plan
[ ] I have attached a list of site coordinate abbreviations
[ ] I have attached a description of dikes and other safeguard measures

Certification (Read and sign after completing all sections)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in pages one through 2, and that based on my inquiry of those individuals responsible for obtaining this information, I believe that the submitted information is true, accurate, and complete.

Martin Ramirez
Name and official title of owner/operator OR owner/operator's authorized representative

Martin Ramirez
Signature

4/13/2015
Date signed

Facility Name: HIDALGO COUNTY PRECINCT 4

****
****

FACILITY IDENTIFICATION:
HIDALGO COUNTY PRECINCT 4
Dept: MECHANIC SHOP
1102 NORTH DOOLITTLE RD
EDINBURG, TX 78539 USA
County: HIDALGO
Latitude: 26.195194
Longitude: -98.180316
MAILING ADDRESS: 1212 S. 25th St., Suite B
EDINBURG, TX 78542-7223 USA
Facility Phone: 956-279-1068

[x] All facility information (not including chemical information) is identical to last year's submission

IDENTIFICATION NUMBERS:
Dun & Bradstreet: N/A
NAICS: 92111 (Executive Offices)
SIC: 9131 (EXEC & LEGIS OFFICES COMBINED)

Is the facility manned? [x] Manned [ ] Unmanned
Maximum No. of Occupants: 15

REGULATORY INFORMATION:
Subject to Emergency Planning under Section 302 of EPCRA (40 CFR part 355)? [ ] Yes [x] No
Subject to Chem. Accident Prevention under Section 112(r) of CAA (40 CFR part 68, Risk Mgmt. Pgm.)? [ ] Yes [x] No

CONTACT INFORMATION:

Ramirez, Martin
Title: Environmental Coordinator Contact Type 1: Regulatory Point of Contact Contact Type 3: Tier II Information Contact Contact Type 4: Submitter
Address: 1212 S. 25th St., Suite B, Edinburg, TX, 78542-7223 USA
Phones: Work: 956-292-7000 ext 4082
Email: martin.ramirez@hchd.org

Segovia, Joe
Title: Safety Officer Contact Type 1: Emergency Contact Contact Type 2: Other Contact Type 3: Precinct Contact- Safety Officer
Address: 1051 N. Doolittle Rd.
, Edinburg, TX, 78539 USA
Phones: 24-hour: 956-279-1068 Work: 956-383-3112
Email: jose.segovia@co.hidalgo.tx.us

Hidalgo County,
Title: Owner/Operator Contact Type 1: Owner / Operator
Address: 1212 S. 25th St., Suite B, Edinburg, TX, 78542-7223 USA
Phones: Work: 956-292-7000 ext 4082
Email: stormwater@hchd.org

Facility Name: HIDALGO COUNTY PRECINCT 4

Perez, Carlos
Title: Risk Mgr. Contact Type 1: Other Contact Type 2: Fuel Supplier Risk Mgr.
Address: 4506 Highway 359, Laredo, TX, 78042 USA
Phones: Work: 956-722-5251
Email: carlos.perez@argpetro.com

Arguindegui Oil Co. II LTD.,
Title: Owner Contact Type 1: Owner / Operator
Address: 4506 State Highway 359, Laredo, TX, 78042 USA
Phones: Work: 956-722-5251
Email: carlos.perez@argpetro.com

CHEMICAL DESCRIPTIONS:

CHEM NAME: DIESEL FUEL
CAS: 68476-34-6
[ ] Identical to previous year
[ ] TRADE SECRET
[ ] Pure [x] Mix [ ] Solid [x] Liquid [ ] Gas [ ] EHS
CHEMICAL COMPONENTS:
[ ] EHS, CAS: , Component: , % , Max Amt code:
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
[ ] Below Reporting Thresholds
Max Amt: 146080 pounds Max Daily Amt code: 10 (100,000 - 499,999 pounds)
Avg Amt: 146080 pounds Avg Daily Amt code: 10 (100,000 - 499,999 pounds)
Max quantity in largest container: 43824 pounds
No. of days on-site: 365
STORAGE LOCATIONS:
[ ] Confidential
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: SOUTHSIDE OF YARD Amount: 6000 gallons
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: SOUTHSIDE OF YARD Amount: 6000 gallons
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: CENTER OF YARD Amount: 4000 gallons
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: CENTER OF YARD Amount: 4000 gallons
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

CHEM NAME: NATURAL GASOLINE
CAS: 86290-81-5
[ ] Identical to previous year
[ ] TRADE SECRET
[x] Pure [ ] Mix [ ] Solid [x] Liquid [ ] Gas [ ] EHS
PHYSICAL & HEALTH HAZARDS:

Facility Name: HIDALGO COUNTY PRECINCT 4

[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
[ ] Below Reporting Thresholds
Max Amt: 12450 pounds Max Daily Amt code: 06 (10,000 - 24,999 pounds)
Avg Amt: 12450 pounds Avg Daily Amt code: 06 (10,000 - 24,999 pounds)
Max quantity in largest container: 12450 pounds
No. of days on-site: 365
STORAGE LOCATIONS:
[ ] Confidential
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: EAST SIDE OF MECHANIC SHOP Amount: 2000 gallons
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

CHEM NAME: PETROLEUM ASPHALT (SS-1 & CRS-2)
CAS: 8052-42-4
[ ] Identical to previous year
[ ] TRADE SECRET
[ ] Pure [x] Mix [ ] Solid [x] Liquid [ ] Gas [ ] EHS
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
[ ] Below Reporting Thresholds
Max Amt: 41915 pounds Max Daily Amt code: 07 (25,000 - 49,999 pounds)
Avg Amt: 41915 pounds Avg Daily Amt code: 07 (25,000 - 49,999 pounds)
Max quantity in largest container: 41915 pounds
No. of days on-site: 365
STORAGE LOCATIONS:
[ ] Confidential
Container Type: Above ground tank Pressure: Ambient pressure Temp: Greater than ambient temperature Location: EAST SIDE OF MECHANIC SHOP Amount: 5000 gallons
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

FACILITY STATE FIELDS:
Texas requests the following:
[ ] Initial
[ ] Updated
[x] Annual
TXT2 Number:: 68687

STATE / LOCAL FEES: $50.00

[ ] I have attached a site plan
[ ] I have attached a list of site coordinate abbreviations
[ ] I have attached a description of dikes and other safeguard measures

NOTES: Arguindegui Oil Co., II LTD owns the 2,000 gallon tank holding gasoline and the two 6,000 gallon tanks holding diesel at the Pct. 4 Mechanic's Shop Site. Hidalgo County is allowed to use these tanks as part of the fuel supply contract with Arguindegui Oil.

Facility Name: HIDALGO COUNTY PRECINCT 4

Certification (Read and sign after completing all sections)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in pages one through 4, and that based on my inquiry of those individuals responsible for obtaining this information, I believe that the submitted information is true, accurate, and complete.

Martin Ramirez
Name and official title of owner/operator OR owner/operator's authorized representative

Signature

4/13/2015
Date signed

Facility Name: HIDALGO COUNTY SHERIFF'S OFFICE

****
****

FACILITY IDENTIFICATION:
HIDALGO COUNTY SHERIFF'S OFFICE
Dept: SHERIFF'S OFFICE
711 EAST EL CIBOLO RD.
EDINBURG, TX 78557 USA
County: HIDALGO
Latitude: 26.195194
Longitude: -98.180316
MAILING ADDRESS: 1212 S. 25th St., Suite B
Edinburg, TX 78542-7223 USA
Facility Phone: 956-383-8114

[x] All facility information (not including chemical information) is identical to last year's submission

IDENTIFICATION NUMBERS:
Dun & Bradstreet: N/A
NAICS: 92111 (Executive Offices)
SIC: 9131 (EXEC & LEGIS OFFICES COMBINED)

Is the facility manned? [x] Manned [ ] Unmanned
Maximum No. of Occupants: 120

REGULATORY INFORMATION:
Subject to Emergency Planning under Section 302 of EPCRA (40 CFR part 355)? [ ] Yes [x] No
Subject to Chem. Accident Prevention under Section 112(r) of CAA (40 CFR part 68, Risk Mgmt. Pgm.)? [ ] Yes [x] No

CONTACT INFORMATION:

OZUNA, RICHARD
Title: Captain Contact Type 1: Emergency Contact
Address: 711 EAST EL CIBOLO RD. , EDINBURG, TX, 78557 USA
Phones: Mobile - Cell: 956-457-4236 24-hour: 956-383-8114
Email: richard.ozuna@hidalgoso.org

Ramirez, Martin
Title: Environmental Coordinator Contact Type 1: Regulatory Point of Contact Contact Type 3: Tier II Information Contact Contact Type 4: Submitter
Address: 1212 S. 25th St., Suite B, Edinburg, TX, 78542-7223 USA
Phones: Work: 956-292-7000 ext 4082
Email: martin.ramirez@hchd.org

Hidalgo County,
Title: Owner/Operator Contact Type 1: Owner / Operator
Address: 1212 S. 25th St., Suite B, Edinburg, TX, 78542-7223 USA
Phones: Work: 956-292-7000 ext 4082
Email: stormwater@hchd.org

Facility Name: HIDALGO COUNTY SHERIFF'S OFFICE

CHEMICAL DESCRIPTIONS:

CHEM NAME: DIESEL FUEL
CAS: 68476-34-6
[ ] Identical to previous year
[ ] TRADE SECRET
[ ] Pure [x] Mix [ ] Solid [x] Liquid [ ] Gas [ ] EHS
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
[ ] Below Reporting Thresholds
Max Amt: 58432 pounds Max Daily Amt code: 08 (50,000 - 74,999 pounds)
Avg Amt: 58432 pounds Avg Daily Amt code: 08 (50,000 - 74,999 pounds)
Max quantity in largest container: 29216 pounds
No. of days on-site: 365
STORAGE LOCATIONS:
[ ] Confidential
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: EASTSIDE OF JAIL Amount: 2400 gallons
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: EASTSDIE OF JAIL Amount: 2400 gallons
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: NORTHEAST OF ADMINISTRATIVE OFFICE Amount: 1000 gallons
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: SOUTHSIDE OF ACADEMY Amount: 600 gallons
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: NORTHSIDE OF MAINTENANCE SHOP Amount: 150 gallons
Container Type: Below ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: SOUTHSIDE OF MAINTENANCE SHOP Amount: 4000 gallons
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

CHEM NAME: NATURAL GASOLINE
CAS: 86290-81-5
[ ] Identical to previous year
[ ] TRADE SECRET
[ ] Pure [x] Mix [ ] Solid [x] Liquid [ ] Gas [ ] EHS
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
[ ] Below Reporting Thresholds
Max Amt: 124500 pounds Max Daily Amt code: 10 (100,000 - 499,999 pounds)
Avg Amt: 124500 pounds Avg Daily Amt code: 10 (100,000 - 499,999 pounds)
Max quantity in largest container: 124500 pounds
No. of days on-site: 365
STORAGE LOCATIONS:
[ ] Confidential
Container Type: Below ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: SOUTH SIDE OF MOTOR POOL Amount: 20000 gallons
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

Facility Name: HIDALGO COUNTY SHERIFF'S OFFICE

FACILITY STATE FIELDS:
Texas requests the following:
[ ] Initial
[ ] Updated
[x] Annual
TXT2 Number:: 68687

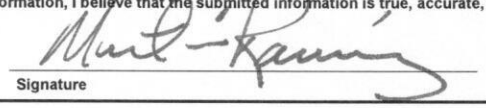
STATE / LOCAL FEES: $50.00

[ ] I have attached a site plan
[ ] I have attached a list of site coordinate abbreviations
[ ] I have attached a description of dikes and other safeguard measures

Certification (Read and sign after completing all sections)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in pages one through 3, and that based on my inquiry of those individuals responsible for obtaining this information, I believe that the submitted information is true, accurate, and complete.

Martin Ramirez
Name and official title of owner/operator OR owner/operator's authorized representative


Signature

4/13/2015
Date signed

Facility Name: Hidalgo County Sheriff's Department Substation

****
****

FACILITY IDENTIFICATION:
Hidalgo County Sheriff's Department Substation
Dept: Hidalgo County Sheriff's Department
3003 E. Mile 11 North Road
Weslaco, TX 78596 USA
County: Hidalgo
Latitude: 26.214141
Longitude: -97.962529
Facility Phone: 956-973-7880

[x] All facility information (not including chemical information) is identical to last year's submission

IDENTIFICATION NUMBERS:
Dun & Bradstreet: N/A
NAICS: 92111 (All Other General Government)
SIC: 9131 (EXEC & LEGIS OFFICES COMBINED)

Is the facility manned? [x] Manned [ ] Unmanned
Maximum No. of Occupants: 25

REGULATORY INFORMATION:
Subject to Emergency Planning under Section 302 of EPCRA (40 CFR part 355)? [ ] Yes [x] No
Subject to Chem. Accident Prevention under Section 112(r) of CAA (40 CFR part 68, Risk Mgmt. Pgm.)? [ ] Yes [x] No

CONTACT INFORMATION:

OZUNA, RICHARD
Title: Captain Contact Type 1: Emergency Contact
Address: 711 EAST EL CIBOLO RD. , EDINBURG, TX, 78557 USA
Phones: Mobile - Cell: 956-457-4236 24-hour: 956-383-8114
Email: richard.ozuna@hidalgoso.org

Ramirez, Martin
Title: Environmental Coordinator Contact Type 1: Regulatory Point of Contact Contact Type 3: Tier II Information Contact Contact Type 4: Submitter
Address: 1212 S. 25th St., Suite B, Edinburg, TX, 78542-7223 USA
Phones: Work: 956-292-7000 ext 4082
Email: martin.ramirez@hchd.org

Hidalgo County,
Title: Owner/Operator Contact Type 1: Owner / Operator
Address: 1212 S. 25th St., Suite B, Edinburg, TX, 78542-7223 USA
Phones: Work: 956-292-7000 ext 4082
Email: stormwater@hchd.org

Caro, Steve
Title: Lieutenant Contact Type 1: Emergency Contact Contact Type 2: Other
Address: 3003 E. Mile 11 North Road, Weslaco, , 78596 USA

Facility Name: Hidalgo County Sheriff's Department Substation

Phones: 24-hour: 956-292-6605 Work: 956-292-7000 ext 7501
Email: steve.caro@hidalgoso.org

CHEMICAL DESCRIPTIONS:

CHEM NAME: Diesel Fuel
CAS: 68476-34-6
[ ] Identical to previous year
[ ] TRADE SECRET
[ ] Pure [x] Mix [ ] Solid [x] Liquid [ ] Gas [ ] EHS
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [ ] Immediate (acute) [x] Delayed (chronic)
INVENTORY:
[x] Below Reporting Thresholds
Max Amt: 7304 pounds Max Daily Amt code: 05 (5,000 - 9,999 pounds)
Avg Amt: 7304 pounds Avg Daily Amt code: 05 (5,000 - 9,999 pounds)
Max quantity in largest container: 7304 pounds
No. of days on-site: 365
STORAGE LOCATIONS:
[ ] Confidential
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: Northwest corner of property. Amount: 1000 gallons
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

CHEM NAME: Unleaded Gasoline
CAS: 86290-81-5
[ ] Identical to previous year
[ ] TRADE SECRET
[ ] Pure [x] Mix [ ] Solid [x] Liquid [ ] Gas [ ] EHS
PHYSICAL & HEALTH HAZARDS:
[x] Fire [ ] Sudden Release of Pressure [ ] Reactivity [x] Immediate (acute) [ ] Delayed (chronic)
INVENTORY:
[ ] Below Reporting Thresholds
Max Amt: 62250 pounds Max Daily Amt code: 08 (50,000 - 74,999 pounds)
Avg Amt: 62250 pounds Avg Daily Amt code: 08 (50,000 - 74,999 pounds)
Max quantity in largest container: 62250 pounds
No. of days on-site: 365
STORAGE LOCATIONS:
[ ] Confidential
Container Type: Above ground tank Pressure: Ambient pressure Temp: Ambient temperature Location: Northwest corner of property. Amount: 10000 gallons
CHEMICALS IN INVENTORY STATE FIELDS:
No additional chemical information is required by Texas

FACILITY STATE FIELDS:
Texas requests the following:
[ ] Initial

Facility Name: Hidalgo County Sheriff's Department Substation

[ ] Updated
[x] Annual
TXT2 Number:: 68687

STATE / LOCAL FEES: None.

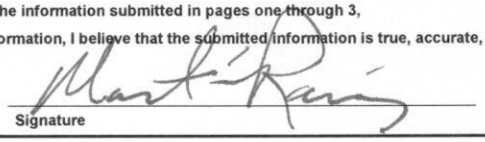
[ ] I have attached a site plan
[ ] I have attached a list of site coordinate abbreviations
[ ] I have attached a description of dikes and other safeguard measures

NOTES: This is a sheriff's department facility that is manned 24 hours a day.

Certification (Read and sign after completing all sections)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in pages one through 3, and that based on my inquiry of those individuals responsible for obtaining this information, I believe that the submitted information is true, accurate, and complete.

Martin Ramirez
Name and official title of owner/operator OR owner/operator's authorized representative


Signature

4/13/2015
Date signed

AI-49705 **Executive Office** **8. E.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Raul Sesin, DRAINAGE DISTRICT

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: DRAINAGE DISTRICT

Information

CAPTION

1. Requesting approval of proposed plans for State Highway SH 364 (La Homa Rd.) between SH 495 (Mile 1) to FM 1924 (Mile 3).
2. Requesting approval of proposed plans for State Highway Improvement FM 1925 (Monte Cristo Rd) from 0.13 Mi. East of Kenyon Rd. to 0.21 Mi. East of FM 907 (Alamo Rd.)
3. Requesting approval of proposed plans for State Highway Improvement for U.S. 83 from 0.85 Mi. E. of FM 886 (El Faro Rd) to 0.28 Mi. W. of Showers Rd.

BACKGROUND

Fiscal Impact

Attachments

lA jOYA RELIEF ROUTE
1925
sh 364

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/15/2015 08:25 AM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM

Form Started By: Monica Badillo Started On: 05/14/2015 04:52 PM

Final Approval Date: 05/15/2015

STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED
STATE HIGHWAY IMPROVEMENT

FEDERAL AID PROJECT:
CSJ# 0039-02-040, ETC.

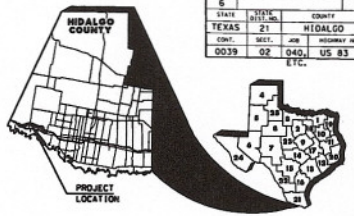
CSJ# 0039-02-040	36,235.04 FT. = 6.8627 MI.	ROADWAY:	32,176.04 FT. = 6.0939 MI.
		BRIDGE:	4,059.00 FT. = 0.7688 MI.
CSJ# 0039-17-131	12,122.54 FT. = 2.2959 MI.	ROADWAY:	11,522.54 FT. = 2.1823 MI.
		BRIDGE:	600.00 FT. = 0.1136 MI.
NET LENGTH OF PROJECT	48,357.58 FT. = 9.1590 MI.	ROADWAY:	43,698.58 FT. = 8.2760 MI.
		BRIDGE:	4,659.00 FT. = 0.8820 MI.
		TOTAL:	48,357.58 FT. = 9.1590 MI.

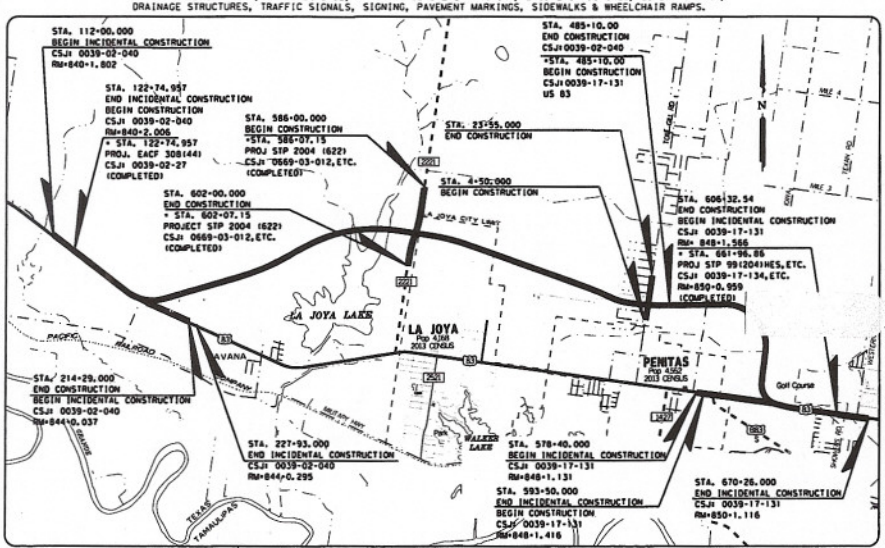
HIDALGO COUNTY
US 83

LIMITS FROM: 0.85 MI E. OF FM 886 (EL FARO RD.)
TO 0.28 MI W. OF SHOWERS RD.

CONSTRUCTION OF A NON-EXISTING RURAL HIGHWAY FACILITY & STORM DRAINAGE SYSTEM CONSISTING OF: GRADING, LIME TREAT. SUBGRADE, FLEXIBLE BASE, ASPHALIC CONCRETE PAVEMENT, BRIDGE STRUCTURES, CURB & GUTTER, DRAINAGE STRUCTURES, TRAFFIC SIGNALS, SIGNING, PAVEMENT MARKINGS, SIDEWALKS & WHEELCHAIR RAMPS.

DIST. NO.		PROJECT NO.		SHEET NO.
6				1
STATE	STATE DIST. NO.	COUNTY		
TEXAS	21	HIDALGO		
CONT.	SECT.	JOB	HIGHWAY NO.	
0039	02	040, ETC.	US 83	





LOCAL ENTITIES

CITY OF LA JOYA CONCURRENCE: DATE:
NAME TITLE

CITY OF PENITAS CONCURRENCE: DATE:
NAME TITLE

COUNTY OF HIDALGO : CONCURRENCE: DATE:
NAME TITLE

HIDALGO COUNTY IRRIGATION DIST. # 6: CONCURRENCE: DATE:
NAME TITLE

HIDALGO COUNTY IRRIGATION DIST. # 16: CONCURRENCE: DATE:
NAME TITLE

HIDALGO COUNTY DRAINAGE DIST. # 1: CONCURRENCE: DATE: 5/14/2015
NAME TITLE

INDEX OF SHEETS

SEE SHEET NO. 2
FOR DETAILED INDEX

FINAL PLAN DATA :

FINAL CONTRACT PRICE: _____
CONTRACTORS NAME: _____
CONTRACTORS ADDRESS: _____
LETTING DATE: _____
DATE WORK BEGAN: _____
DATE WORK COMPLETED: _____
DATE OF ACCEPTANCE: _____

CHANGE ORDERS & SUPP. AGREEMENTS :

ALL CONSTRUCTION WORK WAS PERFORMED IN ACCORDANCE WITH THE PLANS SPECIFICATIONS AND CONTRACT. ALL PROPOSED CONSTRUCTION WAS COMPLETED UNLESS OTHERWISE NOTED.

RENE GARZA, P.E.
AREA ENGINEER — DATE

STATE OF TEXAS
EPIGMENIO GONZALEZ, P.E.
102067
LICENSED
PROFESSIONAL ENGINEER

EPIGMENIO GONZALEZ, P.E. — DATE

COUNTY HIDALGO PROJ. NO.
HWY. NO. US 83 LETTING DATE
DATE ACCEPTED

FILE: s:\Projects\projects\us 83 cs_0039\02040\GENERAL\US83_JARTitle.dgn
DATE: 5/7/2015 11:58:38 AM

© 2015 TxDOT : ALL RIGHTS RESERVED.

REGISTERED ACCESSIBILITY SPECIALIST (RAS) INSPECTION REQUIRED TDLR NO. EABPRJ

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON NOVEMBER 1, 2014 AND SPECIFICATION ITEMS LISTED AND DATED AS FOLLOWS SHALL GOVERN ON THIS PROJECT. REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, MAY 2012)

PROJECT DATA - US 83

DESIGN SPEED: (MAINLANES) = 70 MPH (CONNECTORS) = 55 MPH

EXCEPTION: NONE
EQUATION: NONE
RAILROAD CROSSING: NONE

A.D.T.
YEAR - 2015 = 11,600
YEAR - 2035 = 17,000

TEXAS DEPARTMENT OF TRANSPORTATION

RECOMEND FOR LETTING: _____ DISTRICT ENGINEER
SUBMITTED FOR LETTING: _____ AREA ENGINEER
APPROVED FOR LETTING: _____ DIRECTOR OF T.P. & DEVELOPMENT
APPROVED FOR LETTING: _____ DIRECTOR, DESIGN DIVISION

FM 1925 (MONTE CRISTO RD.) 1803-02-028

COUNTY HIDALGO PROJ. NO.
HWY. NO. FM 1925 LETTING DATE
DATE ACCEPTED

K:\Counties\HID\FM1925 without FM907 (Kenyon-FM 907)\01 GENERAL\01 Title Sheet\Title.dgn

4/29/2015

INDEX DATA
SHEET ON PAGE 2

FINAL PLAN DATA :

FINAL CONTRACT PRICE: _____
CONTRACTORS NAME: _____
CONTRACTORS ADDRESS: _____
LETTING DATE: _____
DATE WORK BEGAN: _____
DATE WORK COMPLETED: _____
DATE OF ACCEPTANCE: _____

CHANGE ORDERS AND SUPPLEMENTAL AGREEMENTS:

ALL CONSTRUCTION WORK WAS PERFORMED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND CONTRACT. ALL PROPOSED CONSTRUCTION WAS COMPLETED UNLESS OTHERWISE NOTED.

RENE GARZA, P.E.
AREA ENGINEER

DATE:

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON NOVEMBER 1, 2014 AND SPECIFICATION ITEMS LISTED AND DATED AS FOLLOWS, SHALL GOVERN ON THIS PROJECT: REQUIRED CONTRACT PROVISIONS FOR ALL FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, MAY 2012).

STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED
STATE HIGHWAY IMPROVEMENT

FEDERAL AID PROJECT:

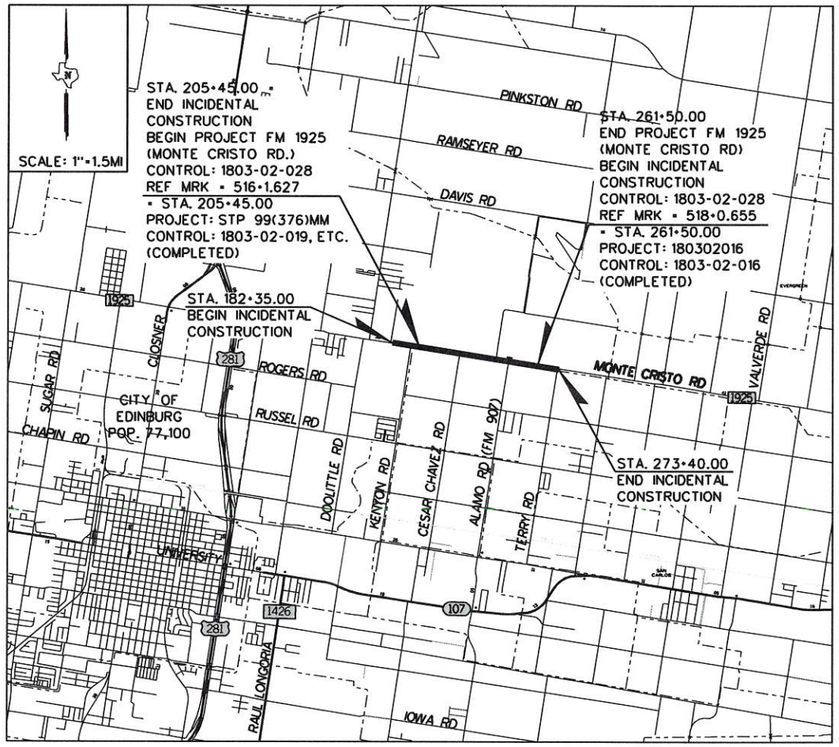
CSJ: 1803-02-028 - 5,605.00 FT. = 1.06 MI.
INCIDENTAL CONSTRUCTION - 3,500.00 FT. = 0.66 MI.
NET LENGTH OF PROJECT - 9,105.00 FT. = 1.72 MI.

HIDALGO COUNTY

FM 1925 (MONTE CRISTO RD)

LIMITS: FROM 0.13 MI. EAST OF KENYON RD. TO 0.21 MI. EAST OF FM 907 (ALAMO RD)

RECONSTRUCTION AND WIDENING OF A NON-FREEWAY FACILITY
CONSISTING OF GRADING, CEMENT TREATED SUBGRADE, LIME TREATED FLEXIBLE BASE, STRUCTURES
ASPHALTIC CONCRETE PAVEMENT, SIGNING, DELINEATION, AND PAVEMENT MARKINGS.



© 2015 by Texas Department of Transportation; all rights reserved.

FM 1925 PROJECT DATA
(CSJ: 1803-02-028)

DESIGN SPEED:
FM 1925: 50 mph

FUNCTION CLASS:
FM 1925: PRINCIPAL ARTERIAL

EXCEPTIONS:
NONE

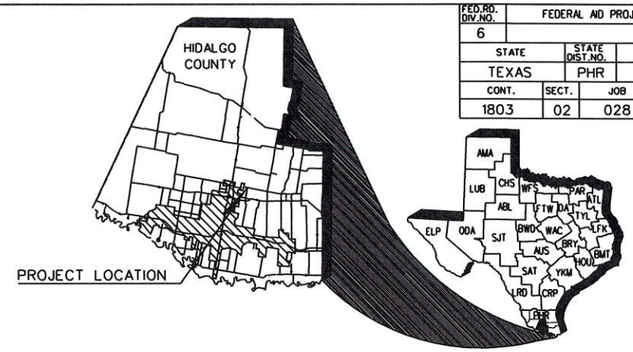
BRIDGE
NONE

RAILROAD CROSSINGS:
NONE

ADT
FM 1925: 14,300 (2014)
19,500 (2034)

EQUATIONS:
NONE

TDLR INSPECTION IS NOT REQUIRED



FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6			1
STATE	STATE DIST.NO.	COUNTY	
TEXAS	PHR	HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
1803	02	028	FM 1925

LOCAL ENTITIES

HIDALGO COUNTY
CONCURRENCE : DATE :
NAME TITLE

HIDALGO CO. DRAINAGE DIST. NO. 1
CONCURRENCE : DATE :
NAME TITLE

L&G Engineering
Highway / Civil
Structural / Bridge
Environmental
Firm No. : F-4105

2100 W. Expressway 83
Mercedes, TX. 78570
Phone : (956) 565-9813
Fax : (956) 565-9018

900 S. Stewart Rd., Ste. 10
Mission, TX. 78572
Phone : (956) 585-1909
Fax : (956) 585-1927

STATE OF TEXAS
CHRISTOPHER R. RODRIGUEZ
107692
LICENSED PROFESSIONAL ENGINEER
04/29/2015

© 2015
Texas Department of Transportation

APPROVED FOR LETTING : _____
DIRECTOR, BRIDGE DIVISION

RECOMMENDED FOR LETTING : _____
DISTRICT ENGINEER

APPROVED FOR LETTING : _____
DIRECTOR, TRAFFIC OPERATIONS DIVISION

SUBMITTED FOR LETTING : _____
RMA/LG PROJECT COORDINATOR

APPROVED FOR LETTING : _____
DIRECTOR, DESIGN DIVISION

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		SHEET NO.
6			1
STATE	STATE DIST.NO.	COUNTY	
TEXAS	PHR	HIDALGO	
CONT.	SECT.	JOB	HIGHWAY NO.
2966	01	009	SH 364

STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION
PLANS OF PROPOSED STATE HIGHWAY

FEDERAL AID PROJECT NO:

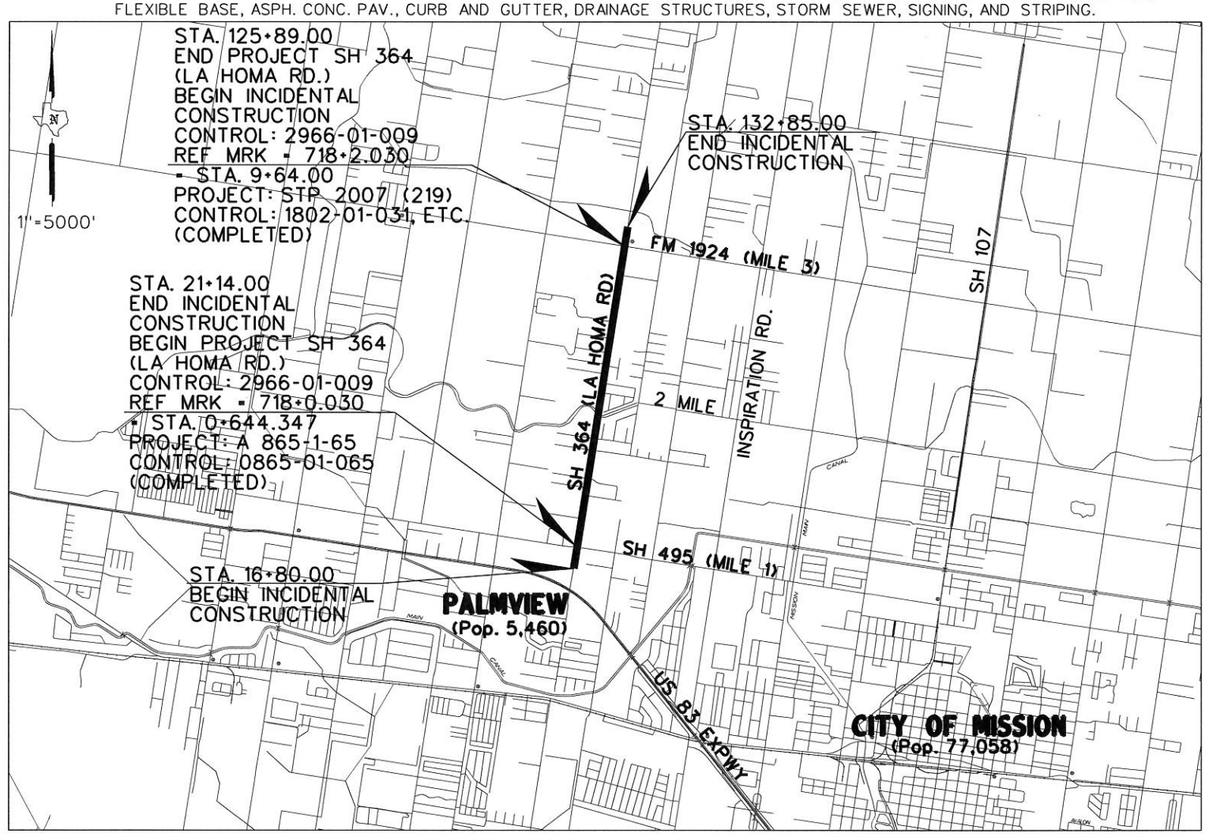
HIDALGO COUNTY

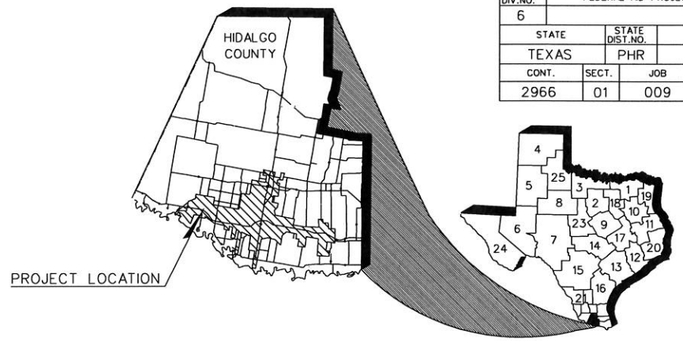
SH 364 (LA HOMA RD.)

CSJ: 2966-01-009 - 10,475.00 FT. - 1.984 MI.
INCIDENTAL CONSTRUCTION - 1,130 FT. - 0.214 MI.
NET LENGTH OF PROJECT - 11,605 FT. - 2.198 MI.

LIMITS : FROM SH 495 (MILE 1)
TO FM 1924 (MILE 3)

RECONSTRUCT AN EXISTING ROADWAY TO A 4 LANE DIVIDED URBAN FACILITY CONSISTING OF GRADING, LIME TREATED SUBGRADE, FLEXIBLE BASE, ASPH. CONC. PAV., CURB AND GUTTER, DRAINAGE STRUCTURES, STORM SEWER, SIGNING, AND STRIPING.





INDEX OF SHEETS
SEE SHEET NO 2

FINAL PLAN DATA :

FINAL CONTRACT PRICE: _____
CONTRACTORS NAME: _____
CONTRACTORS ADDRESS: _____
LETTING DATE: _____
DATE WORK BEGAN: _____
DATE WORK COMPLETED: _____
DATE OF ACCEPTANCE: _____

CHANGE ORDERS AND SUPPLEMENTAL AGREEMENTS:

ALL CONSTRUCTION WORK WAS PERFORMED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND CONTRACT. ALL PROPOSED CONSTRUCTION WAS COMPLETED UNLESS OTHERWISE NOTED.

RENE GARZA, P.E.
AREA ENGINEER

DATE:

REGISTERED ACCESSIBILITY SPECIALIST (RAS) INSPECTION REQUIRED.

TDLR No. EABPRJ_____

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON NOVEMBER 1, 2014 AND SPECIFICATION ITEMS LISTED AND DATED AS FOLLOWS, SHALL GOVERN ON THIS PROJECT: REQUIRED CONTRACT PROVISIONS FOR ALL FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, MAY 2012).

PROJECT DATA

DESIGN SPEED: 45 mph

FUNCTION CLASS: MINOR ARTERIAL

EXCEPTIONS: NONE

BRIDGE: NONE

RAILROAD CROSSINGS: NONE

ADT	
2010	15,310
2030	22,710

EQUATIONS: NONE

LOCAL ENTITIES

COUNTY OF HIDALGO
CONCURRENCE : DATE :
NAME TITLE

HIDALGO CO. IRRIGATION DIST. NO. 6
CONCURRENCE : DATE :
NAME TITLE

HIDALGO COUNTY DRAINAGE DIST. NO. 1
CONCURRENCE : DATE :
NAME TITLE

L&G Engineering
Highway / Civil
Structural / Bridge
Environmental
Firm No. : F-4105

2100 W. Expressway 83
Mercedes, TX. 78570
Phone : (956) 565-9813
Fax : (956) 565-9018

900 S. Stewart Rd., Ste. 10
Mission, TX. 78572
Phone : (956) 585-1909
Fax : (956) 585-1927

© 2015 Texas Department of Transportation

APPROVED FOR LETTING : _____
DIRECTOR, BRIDGE DIVISION

RECOMMENDED FOR LETTING : _____
DISTRICT ENGINEER

APPROVED FOR LETTING : _____
DIRECTOR, TRAFFIC OPERATIONS DIVISION

SUBMITTED FOR LETTING : _____
RMA/LG PROJECT MANAGEMENT COORDINATOR

APPROVED FOR LETTING : _____
DIRECTOR, DESIGN DIVISION

COUNTY HIDALGO PROJ. NO.
HWY. NO. SH 364 LETTING DATE
DATE ACCEPTED

SH 364 (LA HOMA RD.) 2966-01-009

K:\Counties\HID\SH364-LaHomaRd\GENERAL\Title Sheet\title.dgn

5/6/2015

AI-49655 **District Attorney** **9. A.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted By: Ramiro Sendejo, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

1. Authorization and Approval for the District Attorney's Office to apply for the FY2016-2017 Victim Coordinator and Liaison Grant (VCLG) with the Office of the Attorney General.
2. Approval of Statements Supporting Submission of the Application to OAG Crime Victim Services Division and Resolution of Governing Body.

BACKGROUND

Fiscal Impact

FISCAL YEAR: SEE BELOW **ACCT. #:** N/A

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

BUDGETARY IMPACT:

Approval... to apply for VCLG...

Minimum and Maximum Amounts of Funding Available: Minimum and maximum amounts of funding are subject to change as stated in the Application Kit. The minimum amount of funding for all programs is $20,000 per fiscal year. The maximum amount for a local program is $42,000 per fiscal year.

Start Date and Length of Grant Contract Period: The grant contract period (term) is up to two years from September 1, 2015 through August 31, 2017, subject to and contingent on funding and/or approval by the OAG.

No Match Requirements: There are no match requirements. Additional funding for salaries, longevity, and fringe benefits could possibly be required from other funding source.

Attachments

VCLG.application
FY 2016-2017 OVAG-VCLG Request for Applications (RFA)
RESOLUTION
STATEMENT OF SUB APP

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/15/2015 02:14 PM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM

Form Started By: Ramiro Sendejo Started On: 05/13/2015 11:04 AM
Final Approval Date: 05/15/2015

1. ORGANIZATION	
Unique Application Number (UAN)	
Legal Name of Applicant	
Name of Agency Contact	
Agency Contact's Telephone Number	

☐ Check if applying for an OV

	Amount Requested	%of Personnel and Fringe Requested
FY 2016	$0.00	0%
FY 2017	$0.00	0%

2. MISSION STATEMENT

2.1 Provide the mission statement of your organization.

3. DESCRIPTION OF THE ORGANIZATION

3.1 Give a description of the history of your organization including the purpose for which it was created.

3.2 Give a description of how the organization has evolved to its current structure, this may include the scope of service, geographic areas covered, staff heirarchy, legal organization, etc.

4. VICTIM SERVICES EXPERIENCE	YEARS
4.1 How many years has the organization been providing victim-related services or assistance?	

5. VICTIM SERVICES WORK
5.1 Provide a description of the work the organization is doing on behalf of victims of crime.
5.2 How does this work fit into the organization's overall goals and objectives?

6. VOLUNTEERS	
6.1 Does the organization currently have a volunteer program, or plan to implement one this grant term?	
6.2 How many volunteers were active within the last year?	
6.3 Describe how the organization utilizes or plans to utilize volunteers to support the organization's mission, including any specific victim-related services.	
6.4 Describe training for volunteers including both training required prior to providing services and ongoing training conducted throughout the volunteer's service.	

6.5 Describe how the organization recruits and retains volunteers or plans to do so.

7. COLLABORATIONS
7.1 Describe the benefits realized by victims of crime as a result of your organization's collaboration(s) with other organizations (if your organization collaborates) or through your organization alone (if your organization does not collaborate).
7.2 If your organization collaborates, provide a list of the organizations, including the organization type (law enforcement agency, advocacy center, hospital, task force, etc.) the applicant collaborates with to serve victims of crime for the purpose of supporting or assisting in victim recovery.

8. STATE AND FEDERAL FUNDS EXPERIENCE	YEARS
8.1 How many years of experience does the organization have in managing state or federal grant funds?	

9. OUTPUT TARGET CATEGORIES	Grant Funded Personnel listed in Section 10 of TAB C		Professional/Consultant listed in Section 11 of TAB C	
OUTPUT TARGET CALCULATION	OUTPUT TARGET		OUTPUT TARGET	
DIRECT VICTIM SERVICES	FY 2016	FY 2017	FY 2016	FY 2017
Number of Unique Victims Served				
Assistance with Crime Victims' Compensation				
Assistance with Texas SAVNS/VINE				
Information and Referral				
Assistance with Restitution				
Assistance with Victim Impact Panels				
Assistance with Victim Impact Statements				
Criminal Justice Accompaniment				
Crisis Intervention				
Emergency Funds				
Follow-up with Victim				
Individual Counseling				
Law Enforcement Accompaniment				
Legal Assistance				
Lodging				
Medical Accompaniment				
Other				
Peer Support Services				
Support Groups				
Therapeutic Groups				
Transportation				
Victim Advocacy				
VICTIM SERVICES TRAINING	FY 2016	FY 2017	FY 2016	FY 2017
Faith-Based Individuals Trained				
Law Enforcement Individuals Trained				
Medical Individuals Trained				
Other Individuals Trained				
Prosecution/Judicial Individuals Trained				
School Faculty Individuals Trained				
Volunteer Individuals Trained				
Total Number of all Training Sessions				
Total Number of all Individuals Trained	0	0	0	0
OUTREACH OR COMMUNITY EDUCATION	FY 2016	FY 2017	FY 2016	FY 2017
Outreach or Community Education Presentations				
Outreach or Community Education Participants				
Informational Fairs				
Total Attendees at Informational Fairs				
25% of Total Attendees (auto-calculates)	0	0	0	0
Total Outreach or Community Ed Presentations	0	0	0	0
STRUCTURED EDUCATION	FY 2016	FY 2017	FY 2016	FY 2017
Structured Education Participants				
Structured Education Presentations				

10. PERSONNEL & FRINGE

Title of Position	Sched-uled to work	Sched-uled on this grant.	Direct Services on this grant.	Admin. on this grant.	Other on this grant.	Annual Salary	Total Salary Requested on this grant.	% Salary Funded by this grant.	Annual Fringe Benefits for the Position	Fringe Funds Requested on this grant.	% Fringe Funded by this grant.
FY 2016	**HOURS PER WEEK**					**SALARY**			**FRINGE**		
1.		0				$ -	$ -	0.00%	$ -	$ -	0.00%
2.		0				$ -	$ -	0.00%	$ -	$ -	0.00%
3.		0				$ -	$ -	0.00%	$ -	$ -	0.00%
4.		0				$ -	$ -	0.00%	$ -	$ -	0.00%
5.		0				$ -	$ -	0.00%	$ -	$ -	0.00%
6.		0				$ -	$ -	0.00%	$ -	$ -	0.00%
							$ -			$ -	
FY 2017	**HOURS PER WEEK**					**SALARY**			**FRINGE**		
1.		0				$ -	$ -	0.00%	$ -	$ -	0.00%
2.		0				$ -	$ -	0.00%	$ -	$ -	0.00%
3.		0				$ -	$ -	0.00%	$ -	$ -	0.00%
4.		0				$ -	$ -	0.00%	$ -	$ -	0.00%
5.		0				$ -	$ -	0.00%	$ -	$ -	0.00%
6.		0				$ -	$ -	0.00%	$ -	$ -	0.00%
							$ -			$ -	

10.1 FY 2016 POSITION NARRATIVE

Provide a justification, which relates to the project's goal.

1.		
2.		
3.		
4.		
5.		
6.		

10.2 FY 2017 POSITION NARRATIVE		
Provide a justification, which relates to the project's goal.		
1.		
2.		
3		
4.		
5.		
6.		

10.3 REQUEST FOR EXCEPTION TO OVAG REQUIREMENTS
Indicate in the space provided below the reason and justification for why the Applicant is asking for the exception.

11. PROFESSIONAL & CONSULTANT SERVICES

			FY 2016			FY 2017		
	Name of Professional/Company that Applicant will contract with to perform Professional & Consultant Services	Description of Professional & Consultant Services	No. of Days of Consultation	Daily Rate of Compensat-ion	Cost	No. of Days of Consultation	Daily Rate of Compensat-ion	Cost
1				$ -	$ -		$ -	$ -
2				$ -	$ -		$ -	$ -
3				$ -	$ -		$ -	$ -
4				$ -	$ -		$ -	$ -
5				$ -	$ -		$ -	$ -
6				$ -	$ -		$ -	$ -
					$ -			$ -

11.1 FY 2016 PROFESSIONAL & CONSULTANT SERVICES NARRATIVE
Provide a justification for Professional & Consultant Services which relates to the project's goal.

11.2 FY 2017 PROFESSIONAL & CONSULTANT SERVICES NARRATIVE
Provide a justification for Professional & Consultant Services which relates to the project's goal.

12. TRAVEL

Travel Purpose	Positions: List all positions (separated by a comma) requested within travel type.	Expense Type	FY 2016 Total Cost of Travel	FY 2016 % Requested by this OAG Grant	FY 2016 Cost Requested by this OAG Grant	FY 2017 Total Cost of Travel	FY 2017 % Requested by this OAG Grant	FY 2017 Cost Requested by this OAG Grant
OAG Sponsored Training								
OAG Sponsored Training		Airfare/Mileage	$ -	0%	$ -	$ -	0%	$ -
		Hotel	$ -	0%	$ -	$ -	0%	$ -
		Per diem	$ -	0%	$ -	$ -	0%	$ -
		Car Rental/Shuttle	$ -	0%	$ -	$ -	0%	$ -
		Parking	$ -	0%	$ -	$ -	0%	$ -
		Misc./Hotel Tax	$ -	0%	$ -	$ -	0%	$ -
		TOTAL			$ -			$ -
Additional Training								
		Airfare/Mileage	$ -	0%	$ -	$ -	0%	$ -
		Hotel	$ -	0%	$ -	$ -	0%	$ -
		Per diem	$ -	0%	$ -	$ -	0%	$ -
		Car Rental/Shuttle	$ -	0%	$ -	$ -	0%	$ -
		Parking	$ -	0%	$ -	$ -	0%	$ -
		Misc./Hotel Tax	$ -	0%	$ -	$ -	0%	$ -
		TOTAL			$ -			$ -
Additional Training								
		Airfare/Mileage	$ -	0%	$ -	$ -	0%	$ -
		Hotel	$ -	0%	$ -	$ -	0%	$ -
		Per diem	$ -	0%	$ -	$ -	0%	$ -
		Car Rental/Shuttle	$ -	0%	$ -	$ -	0%	$ -
		Parking	$ -	0%	$ -	$ -	0%	$ -
		Misc./Hotel Tax	$ -	0%	$ -	$ -	0%	$ -
		TOTAL			$ -			$ -
Additional Training								
		Airfare/Mileage	$ -	0%	$ -	$ -	0%	$ -
		Hotel	$ -	0%	$ -	$ -	0%	$ -
		Per diem	$ -	0%	$ -	$ -	0%	$ -
		Car Rental/Shuttle	$ -	0%	$ -	$ -	0%	$ -
		Parking	$ -	0%	$ -	$ -	0%	$ -
		Misc./Hotel Tax	$ -	0%	$ -	$ -	0%	$ -
		TOTAL			$ -			$ -
Additional Training								
		Airfare/Mileage	$ -	0%	$ -	$ -	0%	$ -
		Hotel	$ -	0%	$ -	$ -	0%	$ -
		Per diem	$ -	0%	$ -	$ -	0%	$ -
		Car Rental/Shuttle	$ -	0%	$ -	$ -	0%	$ -
		Parking	$ -	0%	$ -	$ -	0%	$ -
		Misc./Hotel Tax	$ -	0%	$ -	$ -	0%	$ -
		TOTAL			$ -			$ -
Additional Training								
		Airfare/Mileage	$ -	0%	$ -	$ -	0%	$ -
		Hotel	$ -	0%	$ -	$ -	0%	$ -
		Per diem	$ -	0%	$ -	$ -	0%	$ -
		Car Rental/Shuttle	$ -	0%	$ -	$ -	0%	$ -
		Parking	$ -	0%	$ -	$ -	0%	$ -
		Misc./Hotel Tax	$ -	0%	$ -	$ -	0%	$ -
		TOTAL			$ -			$ -

Local Travel

Travel Purpose	Positions: List all positions (separated by a comma) requested within travel type.	Expense Type	Number of Miles	Cost Per Mile Requested by this OAG Grant	Cost Requested by this OAG Grant	Number of Miles	Cost Per Mile Requested by this OAG Grant	Cost Requested by this OAG Grant
Local Travel (Mileage Only)		Mileage		$ -	$ -		$ -	$ -
					$ -			$ -

12.1 FY 2016 TRAVEL NARRATIVE
Provide a justification describing the travel staff members will perform. This should include the location to be traveled to, the number of trips planned, the title of the staff member who will be making the trips, and how the travel supports the goal of the grant.

12.2 FY 2017 TRAVEL NARRATIVE
Provide a justification describing the travel staff members will perform. This should include the location to be traveled to, the number of trips planned, the title of the staff member who will be making the trips, and how the travel supports the goal of the grant.

13. EQUIPMENT

	FY 2016			FY 2017		
Item	Total Cost of Equipment	% Requested by this OAG Grant	Cost Requested by this OAG Grant	Total Cost of Equipment	% Requested by this OAG Grant	Cost Requested by this OAG Grant
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
			$ -			$ -

13.1 FY 2016 EQUIPMENT NARRATIVE
Provide a justification for Equipment which relates to the project's goal.

13.2 FY 2017 EQUIPMENT NARRATIVE
Provide a justification for Equipment which relates to the project's goal.

14. SUPPLIES

Item	FY 2016 Total Cost of Supplies	FY 2016 % Requested by this OAG Grant	FY 2016 Cost Requested by this OAG Grant	FY 2017 Total Cost of Supplies	FY 2017 % Requested by this OAG Grant	FY 2017 Cost Requested by this OAG Grant
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
			$ -			$ -

14.1 FY 2016 SUPPLIES NARRATIVE

Provide a justification for Supplies which relates to the project's goal.

14.2 FY 2017 SUPPLIES NARRATIVE

Provide a justification for Supplies which relates to the project's goal.

15. OTHER DIRECT OPERATING EXPENSES (ODOE)

Item	FY 2016 Total Cost of ODOE	FY 2016 % Requested by this OAG Grant	FY 2016 Cost Requested by this OAG Grant	FY 2017 Total Cost of ODOE	FY 2017 % Requested by this OAG Grant	FY 2017 Cost Requested by this OAG Grant
OAG Sponsored Training Registration	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
	$ -	0%	$ -	$ -	0%	$ -
			$ -			$ -

15.1 FY 2016 OTHER DIRECT OPERATING EXPENSES NARRATIVE

Provide a justification for Other Direct Operating Expenses which relates to the project's goal.

15.2 FY 2017 OTHER DIRECT OPERATING EXPENSES NARRATIVE

Provide a justification for Other Direct Operating Expenses which relates to the project's goal.

16. PROJECT SUMMARY
16.1 Complete the following statement, which may be used by the OAG to summarize or describe the project. "This project funds [number of staff] to serve victims by providing [types of] services in [geographic locations]."

17. TARGET POPULATION			
SPECIFIC VICTIMIZATIONS		SPECIFIC POPULATIONS	
Adults Molested as Children		African-American	
Assault		Asian	
Child Abuse		Elderly (65 and up)	
DUI/DWI		Gay/Lesbian/Bisexual/Transgender	
Family Violence		Hispanic	
Hate/Bias Crimes		Persons with Disabilities	
Human Trafficking		Rural	
Physical Abuse and/or Neglect		Spanish-speaking	
Robbery		Other	
Sexual Assault			
Survivors of Homicide Victims			
Other Victims of Crime			

18. PROBLEM STATEMENT
18.1 Provide a brief description of the specific victim-related issue(s) this project is designed to address as it relates to the specific victimization types reported in 17. Target Population of Tab D - Project Summary.

19. SUPPORTING DATA
19.1 Provide data that supports the victim-related issue(s) and/or specific victimization types this project is designed to address. Cite research and/or data that is geographically relevant and specific to your service area.

20. PROJECT GOAL
20.1 Provide a project goal, which relates to your Problem Statement, that shows what the project plans to achieve over the next two years with these grant funds. The goal should be a "SMART" goal: Specific, Measurable, Achieveable, Realistic and Timely.

21. OUTPUT ASSESSMENT AND EVALUATION
21.1 Describe the systems, including tools and/or processes, written policies and procedures, databases, tracking forms or quality control testing, which will be used to track and verify the project's outputs.

21.2 OUTPUTS SUMMARY	PROJECTED TARGET	
DIRECT VICTIM SERVICES	FY 2016	FY 2017
Number of Unique Victims Served	0	0
Assistance with Crime Victims' Compensation	0	0
Assistance with Texas VINE	0	0
Information and Referral	0	0
Assistance with Restitution	0	0
Assistance with Victim Impact Panels	0	0
Assistance with Victim Impact Statements	0	0
Criminal Justice Accompaniment	0	0
Crisis Intervention	0	0
Emergency Funds	0	0
Follow-up with Victim	0	0
Individual Counseling	0	0
Law Enforcement Accompaniment	0	0
Legal Assistance	0	0
Lodging	0	0
Medical Accompaniment	0	0
Other	0	0
Peer Support Services	0	0
Support Groups	0	0
Therapeutic Groups	0	0
Transportation	0	0
Victim Advocacy	0	0
VICTIM SERVICES TRAINING	FY 2016	FY 2017
Faith-Based Individuals Trained	0	0
Law Enforcement Individuals Trained	0	0
Medical Individuals Trained	0	0
Other Individuals Trained	0	0
Prosecution/Judicial Individuals Trained	0	0
School Faculty Individuals Trained	0	0
Volunteer Individuals Trained	0	0
Total Number of all Training Sessions	0	0
Total Number of all Individuals Trained	0	0
OUTREACH OR COMMUNITY EDUCATION	FY 2016	FY 2017
Outreach or Community Education Presentations	0	0
Outreach or Community Education Participants	0	0
Informational Fairs	0	0
Total Attendees at Informational Fairs	0	0
25% of Total Attendees (auto-calculates)	0	0
Total Outreach or Community Ed Presentations	0	0
STRUCTURED EDUCATION	FY 2016	FY 2017
Structured Education Participants	0	0
Structured Education Presentations	0	0

21.3 PUBLIC AWARENESS CAMPAIGN (Statewide Applicants Only)

21.3 Describe the types of public service campaign products and activities (Internet, press releases, press conferences, tv and radio, etc.) the applicant plans to provide in English and in other languages.

22. OUTCOMES			
SELECT ONLY TWO (2) OUTCOMES TO BE MEASURED BY YOUR PROJECT			
A. DIRECT SERVICE OUTCOMES			Outcome Target %
☐ Increase in knowledge of crime victims' rights.			
☐ Increase in knowledge of community resources and services.			
Direct Service Outcomes: Mark an "X" for the instrument you plan to use to measure the Outcome.			
Pre- and Post- Tests			
Staff Observations			
Surveys			
Other (Provide Name/Type of Instrument)			
B. PROFESSIONAL TRAINING OUTCOME			Outcome Target %
☐ Increase in knowledge of crime victims' rights.			
Professional Training Outcome: Mark an "X" for the instrument you plan to use to measure the Outcome.			
Pre- and Post- Tests			
Staff Observations			
Surveys			
Other (Provide Name/Type of Instrument)			
C. COMMUNITY EDUCATION OUTCOME			Outcome Target %
☐ Increase in knowledge of community resources and services.			
Community Education Outcome: Mark an "X" for the instrument you plan to use to measure the Outcome.			
Pre- and Post- Tests			
Staff Observations			
Surveys			
Other (Provide Name/Type of Instrument)			
D. CHILDREN'S ADVOCACY CENTERS (CAC) and COURT APPOINTED SPECIAL ADVOCATES (CASA) (CAC and CASA APPLICANTS ONLY)			Outcome Target %
☐ Reduction in trauma, crisis, stress and/or anxiety of child victim and/or protective family members.			
☐ Increase understanding/knowledge regarding criminal and civil justices system process in general and/or in regard to their specific case.			
CAC and CASA: Mark an "X" for the instrument you plan to use to measure the Outcome.			
Pre- and Post- Tests			
Staff Observations			
Surveys			
Other (Provide Name/Type of Instrument)			

23. DETAILED IMPLEMENTATION PLAN
23.1 Describe this project's specific activities, which will be done over the next two years.
23.1 Continued:
23.1 Continued:

23.2 Describe how these activities will help to reach the project's goal.

24. COMMUNITY RESOURCES	Yes/No
24.1 Is collaboration with one or more outside organizations required to achieve specific project activities in the detailed implementation plan?	
24.2 Do these collaborations currently exist?	
24.3 Describe why these agreements are required.	

25. SUSTAINABILITY PLAN
25.1 Briefly describe what would happen to the proposed grant project in the event that the OAG grant funds are no longer available.

26. FINANCIAL
26.1 FINANCIAL SYSTEMS
26.2 Describe the financial systems, internal controls, written policies and procedures, accounting software, databases, tracking forms or quality control testing, which will be used to track and verify the project's financial activities.
26.3 BUDGET NARRATIVE
26.4 Provide a justification, which relate to the project's goal, for each requested budget category summarized in 27. Budget on Tab D - Project Summary.

27. BUDGET SUMMARY					
PERSONNEL Description	% of Positions	Hrs./Week	FY 2016 Requested	FY 2017 Requested	Total Project Cost
	0%		$	$	$
	0%		$	$	$
	0%		$	$	$
	0%		$	$	$
	0%		$	$	$
	0%		$	$	$
Total FTEs	0.00				
		Personnel Total	$	$	$
FRINGE					
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
		Fringe Total	$	$	$
PROFESSIONAL & CONSULTANT					
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
		Professional & Consultant Total	$	$	$
TRAVEL					
OAG Sponsored Training			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
Local Travel (Mileage Only)			$	$	$
		Travel Total	$	$	$
EQUIPMENT					
			$	$	$
			$	$	$
			$	$	$
			$	$	$
		Equipment Total	$	$	$
SUPPLIES					
			$	$	$
			$	$	$
			$	$	$
			$	$	$
		Supplies Total	$	$	$
OTHER DIRECT OPERATING EXPENSES					
OAG Sponsored Training Registration			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
			$	$	$
		Other Direct Operating Expenses Total	$	$	$
TOTAL BUDGET			$	$	$

Office of the Attorney General
Request for Applications (RFA) for the
Victim Coordinator and Liaison Grant (VCLG) Program

The Crime Victim Services Division (CVSD) of the Office of the Attorney General (OAG) is soliciting applications for projects that provide victim-related services or assistance. The purpose of the OAG VCLG program is to fund the victim assistance coordinator and crime victim liaison positions for the purposes set forth in the Texas Code of Criminal Procedure, Article 56.04.

Applicable Funding Source for VCLG:
The source of funding is through a biennial appropriation by the Texas Legislature. All funding is contingent upon an appropriation to the OAG by the Texas Legislature. The OAG makes no commitment that an Application, once submitted, or a grant, once funded, will receive subsequent funding.

Eligibility Requirements:
Eligible Applicants: A local criminal prosecutor, defined as a district attorney, a criminal district attorney, a county attorney with felony responsibility, or a county attorney who prosecutes criminal cases, may apply for a grant to fund a victim assistance coordinator (VAC) position. A local law enforcement agency, defined as the police department of a municipality or the sheriff's department of any county, may apply for a grant to fund a crime victim liaison (CVL) position.

Eligibility: The OAG will initially screen each application for eligibility. Applications will be deemed ineligible if the application is submitted by an ineligible applicant; the application is not filed in the manner and form required by the Application Kit; the application is filed after the deadline established in the Application Kit; or the application does not meet other requirements as stated in the RFA and the Application Kit.

How to Obtain Application Kit: The OAG will post the Application Kit on the OAG's website at https://www.texasattorneygeneral.gov/cvs/grants-and-contracts. Updates and other helpful reminders about the application process will also be posted at this location. Potential applicants are encouraged to refer to the site regularly.

Deadlines and Filing Instructions for the Grant Application:
Registration Deadline: Online registration is required to apply for a grant. The deadline to register will be stated in the Application Kit. If registration is not completed by the deadline, then an Application will not be accepted and is not eligible for funding. To register go to: https://www.texasattorneygeneral.gov/cvs/grants-and-contracts.

Application Deadline: The applicant must submit its application, including all required attachments to the OAG. The OAG must receive the submitted application and all required attachments by the deadline established in the Application Kit.

Filing Instructions: Strict compliance with the filing instructions, as provided in the Application Kit, is required.

The OAG will **not** consider an Application if it is not filed by the due date as stated in the Application Kit.

Minimum and Maximum Amounts of Funding Available: Minimum and maximum amounts of funding are subject to change as stated in the Application Kit. The minimum amount of funding for all programs is $20,000 per fiscal year. The maximum amount for a local program is $42,000 per fiscal year.

Start Date and Length of Grant Contract Period: The grant contract period (term) is up to two years from September 1, 2015 through August 31, 2017, subject to and contingent on funding and/or approval by the OAG.

No Match Requirements: There are no match requirements.

Award Criteria: The OAG will make funding decisions that support the efficient and effective use of public funds. Scoring components will include, but are not limited to, information provided by the applicant on the proposed project activities and budget. Funding decisions will be determined using a competitive allocation method.

Grant Purpose Area: All grant projects must address one or more of the purpose areas as stated in the Application Kit.

Prohibitions on Use of Grant Funds: OAG grant funds may not be used to support or pay the costs of overtime, out-of-state travel, dues, or lobbying; any portion of the salary or any other compensation for an elected government official; the purchase of food and beverages except as allowed under Texas State Travel Guidelines; the purchase or lease of vehicles; the purchase of promotional items or recreational activities; costs of travel that are unrelated to the direct delivery of services that support the OAG grant-funded program; the costs for consultants or vendors who participate directly in writing a grant application; or for any unallowable costs set forth in applicable state or federal law, rules, regulations, guidelines, policies, procedures or cost principles. Grant funds may not be used to purchase any other products or services the OAG identifies as inappropriate or unallowable within this RFA or the Application Kit.

OAG Contact Person: If additional information is needed, contact Lyndsay Ysla at Grants@texasattorneygeneral.gov, or (512) 936-1278.

(SAMPLE FORM OF RESOLUTION OF GOVERNING BODY)

RESOLUTION OF GOVERNING BODY—REQUIRED

REQUIRED TO BE SUBMITTED WITH THE APPLICATION BY 5:00 P.M. CDT WEDNESDAY, MAY 27, 2015. IF THE TIMING OF THE APPLICATION DUE DATE AND REQUIREMENTS OF THE OPEN MEETINGS ACT OR OTHER REQUIREMENTS PREVENTS THE GOVERNING BODY FROM REVIEWING AND APPROVING THE RESOLUTION, THEN IT MAY BE SUBMITTED TO THE OAG AFTER THE DUE DATE.

LEGAL NAME OF APPLICANT: Hidalgo County District Attorney's Office

UNIQUE APPLICATION NUMBER (if applicable): V0066-16-0301

Be it known as follows:

WHEREAS, the Hidalgo County District Attorney's Office, [Name of Applicant] has applied or wishes to apply to the Office of the Attorney General, (OAG) Crime Victim Services Division for the following grant program (check one):

____ Other Victim Assistance Grant (OVAG)
__XX__ Victim Coordinator and Liaison Grant (VCLG)
____ Sexual Assault Prevention and Crisis Services (SAPCS) – State Funds

WHEREAS, the Hidalgo County Commissioners' Court, [Name of Governing Body of Applicant, such as City Council, County Commissioners' Court or Board of Directors], has considered and supports the Application filed or to be filed with the OAG;

WHEREAS, the Hidalgo County District Attorney's Office, [Name of Applicant] has designated or wishes to designate the following individual as the "Authorized Official" who is given or has been given the power to apply for, accept, reject, alter, or terminate that certain grant with the OAG, Crime Victim Services Division as well as given the authority to sign all grant adjustment requests, inventory reports, progress reports and financial reports or any other official documents related to the grant on behalf of the grantee:

Name of Person Designated as "Authorized Official": Ramon Garcia

Position Title: County Judge

NOW THEREFORE, BE IT RESOLVED that this governing body approves the submission of the Application to the OAG, Crime Victim Services Division as well as the designation of the Authorized Official.

Ramon Garcia
Signature

Ramon Garcia
Printed Name

05/19/2015
Date

APPROVED BY
COMMISSIONERS' COURT
ON: 5-19-15

STATEMENTS SUPPORTING SUBMISSION OF THE APPLICATION TO THE OAG CRIME VICTIM SERVICES DIVISION— REQUIRED

REQUIRED TO BE SUBMITTED WITH THE APPLICATION BY 5:00 P.M. CDT WEDNESDAY, MAY 27 2015, OR THE APPLICATION WILL NOT BE CONSIDERED.

INSTRUCTIONS: Initial each numbered line and submit this signed required document with the Application.

LEGAL NAME OF APPLICANT: Hidalgo County District Attorney's Office

UNIQUE APPLICATION NUMBER: V0066-16-0301

1. RG THIS APPLICATION IS FOR (check one):
   - ____ Other Victim Assistance Grant (OVAG)
   - XX Victim Coordinator and Liaison Grant (VCLG)
   - ____ Sexual Assault Prevention and Crisis Services (SAPCS) – State Funds

2. RG TRUE AND CORRECT INFORMATION. The undersigned certifies that the information contained in this Application is true and correct to the best of his or her knowledge.

3. RG OAG CERTIFICATIONS AND ASSURANCES. The undersigned has read and understands the Certifications and Assurances contained in the Application Kit.

4. RG DEADLINES AND SUBMISSION OF APPLICATION. The undersigned understands that the deadline for submission is 5:00 p.m. CDT Wednesday, May 27, 2015 and that to meet the deadline, the Applicant must submit electronic (email) documents as required in the Application Kit. The undersigned further acknowledges that:
   - It is the Applicant's responsibility to submit the Application to the OAG in the specified manner and by the specified date and time
   - Applications submitted in other formats will not be accepted
   - The OAG accepts no responsibility for delays in electronic submission delivery
   - Late Applications will not be considered under any circumstance
   - Proof of sending a document by email or other means is not proof that the OAG received the information

5. RG JOB DESCRIPTIONS FOR EACH REQUESTED POSITION. The undersigned understands that the most recent job description for each position requested in the proposed budget must be submitted with the Application. Missing job descriptions may impact the Applicant's score.

6. RG RESOLUTION OF GOVERNING BODY. The undersigned states it is either submitting the Resolution of Applicant's governing body with this Application or will submit one at a later date as established by the OAG. If the timing of the Application due date and requirements of the Open Meetings Act or other requirements prevents the governing body from reviewing and approving the Resolution, then it may be submitted to the OAG at a later date.

Ramon Garcia
Authorized Official Signature/Title

Ramon Garcia
Authorized Official Printed Name

05/19/2015
Date

APPROVED BY COMMISSIONERS' COURT ON: 5-19-15

AI-49577 **Constables** **10. A.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

Constable Pct. 3 STOP Truancy (1285):
Approval to renew Interlocal Agreements between Hidalgo County and the following school districts - (STOP Truancy Program) for the 2015-2016 school year:

1. La Joya I.S.D.
2. Mission C.I.S.D.
3. Sharyland I.S.D.

BACKGROUND

Fiscal Impact

FISCAL YEAR: See Below **ACCT. #:** 5-1285-421-00-293-005-6-XXX

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

BUDGETARY IMPACT:

Agreements to be effective 9/1/15 to 8/31/16 for FY 2016 (2015-2016 school year)

FUNDS WILL BE AVAILABLE UPON ACCEPTANCE OF FUNDS.

50% Funding by District:
La Joya ISD - $30,741.87
Mission CISD - $35,834.48
Sharyland ISD - $32,608.47

Total - $99,184.82

50% cash match portion by Co. is $99,184.82.
Total appropriation will be for $198,369.64 (school district funding and Co. cash match)

Attachments

MISSION CISD INTERLOCAL
SHARYLAND ISD INTERLOCAL
Financial Cost Estimate
LA JOYA ISD INTERLOCAL

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/06/2015 08:46 AM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Raquel Ramos		Started On: 05/05/2015 11:20 AM
Final Approval Date: 05/15/2015		

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND THE COUNTY OF HIDALGO

THIS Agreement is made on this the ____ day of _____, 2015, by and between **MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Hidalgo County previously received the Project S.T.O.P. (Stop Truancy On Patrol) (the "Project") Grant from the Office of the Governor Criminal Justice Division (the "Grant") in September 2002 for a period of four (4) years;

WHEREAS, the Grant was administered through the Office of Constable Precinct 3 since its inception;

WHEREAS, the parties desire to continue the Project although no grant funds are available;

WHEREAS, the parties desire to continue the Project by each party hereto contributing one-half of the cost of the Project;

WHEREAS, the purpose of the Project is to address crimes committed by juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention for prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students;

WHEREAS, the parties hereto are each responsible for one match payment of Thirty Five Thousand Eight Hundred and Thirty Four and 48/100 Dollars ($35,834.48).

NOW, THEREFORE, County and District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County will, pursuant to its applicable personnel policies, rules and procedures, hire a commissioned peace officer and the necessary support staff to continue the Project at the District. The County peace officer shall use his best efforts to address crimes committed by juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention and prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students.

2. During the term this Agreement, such peace officer at all times, shall remain and be treated as an employee of the County and shall be subject to all applicable personnel policies, rules and procedures of the County.

3. In addition to the duties identified in paragraph 1 herein, the County agrees that such peace officer assigned to the District shall use his best efforts to respond to emergencies or other exigent circumstances which may exist at District campuses and facilities during regular school hours in which the response of a peace officer would be appropriate. However, the peace officer shall use his sole judgment and/or discretion to determine whether the situation merits an emergency or exigent circumstance requiring response by such officer. The District agrees that the County shall not be liable for failure to respond to any incident at a District campus or facility.

4. The parties agree that the peace officer will not be required to perform any school administrative duties other than those identified herein, nor will the peace officer be required to perform the duties of a District security guard.

5. The parties agree that the peace officer shall perform the functions in which they are authorized by law to: (1) investigate each case of a violation of compulsory school attendance requirements referred to the peace officer; (2) enforce compulsory school attendance requirement; (3) to serve court-ordered legal process; (4) to review school attendance records for compliance by each student investigated by the officer; (5) to maintain an investigative record on each compulsory school attendance requirement violation and related court action, and at the request of a court, the board of trustees of a school district, or the commissioner, to provide a record to the individual or entity requesting the record; (6) to make a home visit or otherwise contact the parent of a student who is in violation of compensatory attendance requirements; and (7) to take a student into custody with the permission of the student's parent or in obedience to a court-ordered legal process.

6. **Term.** The period of performance of this Agreement shall commence on September 1, 2015 and terminate on August 31, 2016. Either party shall have to right to terminate this Agreement with or without cause upon sixty (60) days written notice.

7. **Work Hours.** The peace officer shall be assigned to District business from 8:00 a.m. to 5 p.m., Monday through Friday or lieu thereof "at such other times as agreed by District and County.

8. **Time Off.** The County agrees to notify the District's Human Resource's Department when the peace officer takes sick leave or has scheduled vacation, overtime or compensatory time off in accordance with County notice provisions.

9. The County, through the Constable's Office, may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring and retention of County personnel shall remain the sole prerogative of the Constable's Office. However, should the District believe that the peace officer is not fulfilling his/her job duties or meeting the District's expected performance standards under this Agreement, the District shall notify the Constable with specific information regarding such nonperformance. The County shall, within fifteen (15) days, correct the unsatisfactory performance. Should the County fail to correct or address the District's nonperformance concerns, the District shall have the prerogative to terminate this Agreement upon an additional fifteen (15) days written notice to the County.

10. Upon the County's receipt of payment from the District, the County shall fund the amount of Thirty Five Thousand Eight Hundred and Thirty Four and 48/100 Dollars ($35,834.48) for its one-half share of the Project.

11. Within fifteen (15) days of receiving an invoice from the County, the District agrees to pay to the County the one match payment in the amount of Thirty Five Thousand Eight Hundred and Thirty Four and 48/100 Dollars ($35,834.48) as consideration to the County for the continued implementation of the Project at the District.

12. Each party agrees to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to the portion of the services under this Agreement performed by each party.

13. The County may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the

recruiting, hiring, and retention of County personnel shall remain the sole prerogative of the County.

14. Termination. Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.

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

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

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

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

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

other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to District: Mission Consolidated Independent School District
Attention: Dr. Ricardo López, Superintendent
1201 Bryce Drive
Mission, Texas 78572

If to County: Hidalgo County, Texas
Attention: Ramon Garcia, County Judge
PO Box 1356
Edinburg, Texas 78540-1356

With Copy to: Hidalgo County Constable Precinct No. 3
Attention: Constable Lazaro Gallardo, Jr.
730 N. Breyfogle, Suite B
Mission, Texas 78574

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

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

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

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

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

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

26. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

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

MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

_____
Patricia O'Cana-Olivarez, President, Board of Trustees

ATTEST:

_____
J.C. Avila, Secretary, Board of Trustees

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN SHARYLAND INDEPENDENT SCHOOL DISTRICT AND THE COUNTY OF HIDALGO

THIS Agreement is made on this the ____ day of _____, 2015, by and between **SHARYLAND INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, in September 2002, the County was the recipient of Project S.T.O.P. (Stop Truancy on Patrol), a grant from the Office of the Governor's Criminal Justice Division (the "Project") for a period of four (4) years;

WHEREAS, the purpose of the Project is to address crimes committed by juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention for prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students;

WHEREAS, the Project, which has been administered through Hidalgo County Precinct No. 3 Constable's Office since its inception, is now expiring and the County and District desire to continue the Project during the 2015-2016 school year using their own funds;

WHEREAS, each party desires to contribute one-half of the costs associated with administering the Project at the District;

WHEREAS, in addition to the Project's goals and objectives, the District has requested that a County peace officer be available to assist the District by responding to emergencies or other exigent circumstances at a District campus or facility in which the response of a peace officer would be appropriate;

NOW, THEREFORE, County and District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County will, pursuant to its applicable personnel policies, rules and procedures, hire a commissioned peace officer and the necessary support staff to continue the Project at the District. The County peace officer shall use his best efforts to address crimes committed by juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention for prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students.

2. During the term of this Agreement, such peace officer at all times, shall remain and be treated as an employee of the County and shall be subject to all applicable personnel policies, rules and procedures of the County.

3. In addition to the duties identified in paragraph 1 herein, the County agrees that such peace officer assigned to the District shall use his best efforts to respond to emergencies or other exigent circumstances which may exist at District campuses and facilities during regular school hours in which the response of a peace officer would be appropriate. However, the peace officer shall use his sole judgment and/or discretion to determine whether the situation merits an emergency or exigent circumstance requiring response by such officer. The District agrees that the County shall not be liable for failure to respond to any incident at a District campus or facility.

4. The parties agree that the peace officer will not be required to perform any school administrative duties other than those identified herein, nor will the peace officer be required to perform the duties of a District security guard.

5. The parties agree that the peace officer shall perform the functions in which they are authorized by law to: (1) investigate each case of a violation of compulsory school attendance requirements referred to the peace officer; (2) enforce compulsory school attendance requirements; (3) to serve court-ordered legal process; (4) to review school attendance records for compliance by each student investigated by the officer; (5) to maintain an investigative record on each compulsory school attendance requirement violation and related court action, and at the request of a court, the board of trustees of a school district, or the commissioner, to provide a record to the individual or entity requesting the record; (6) to make a home visit or otherwise contact the parent of a student who is in violation of compensatory attendance requirements; and (7) to take a student into custody with the permission of the student's parent or in obedience to a court-ordered legal process.

6. **Term**. The period of performance of this Agreement shall commence on September 1, 2015 and terminate on August 31, 2016. Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.

7. **Work Hours.** The peace officer shall be assigned to District business from 8 a.m. to 5 p.m., Monday through Friday in lieu thereof "at such other times agreed by District and County".

8. **Time Off**. The County agrees to notify the District's Human Resource's Department when the peace officer takes sick leave or has scheduled vacation, overtime or compensatory time off in accordance with County notice provisions.

9. The County, through the Constable's Office, may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring and retention of County personnel shall remain the sole prerogative of the Constable's Office. However, should the District believe that the peace officer is not fulfilling his/her job duties or meeting the District's expected performance standards under this Agreement, the District shall notify the Constable with specific information regarding such nonperformance. The County shall, within fifteen (15) days, correct the unsatisfactory performance. Should the County fail to correct or address the District's nonperformance concerns, the District shall have the prerogative to terminate this Agreement upon an additional fifteen (15) days written notice to the County.

10. Upon the County's receipt of the payment from the District, the County shall fund the amount of Thirty Two Thousand Six Hundred and Eight and 47/100 Dollars ($32,608.47) for its one-half share of the Project.

11. Within fifteen (15) days of receiving an invoice from the County, the District agrees to pay to the County the one match payment in the amount of Thirty Two Thousand Six Hundred and Eight and 47/100 Dollars ($32,608.47) as consideration to the County for the continued implementation of the Project at the District.

12. Each party agrees to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to the portion of the services under this Agreement performed by each party.

13. The County may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring, and retention of County personnel shall remain the sole prerogative of the County.

14. **Termination.** Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.

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

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

breach of the same or any other provision hereof.

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

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

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

If to District:	Sharyland Independent School District Attention: Dr. Maria Filomena Leo, Interim Superintendent 1106 N. Shary Road Mission, Texas 78572
If to County:	Hidalgo County, Texas Attention: Ramon Garcia, County Judge P.O. Box 1356 Edinburg, Texas 78540-1356
with copy to:	Hidalgo County Constable Precinct No. 3 Attention: Constable Lazaro Gallardo, Jr. 730 N. Breyfogle, Suite B Mission, Texas 78574

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

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

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

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

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

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

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

26. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

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

SHARYLAND INDEPENDENT SCHOOL DISTRICT

_____
Dr. Noel O. Garza, President, Board of Trustees

ATTEST:

_____
Dr. Noe Oliveira, Secretary, Board of Trustees

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY:_____
Stephen L. Crain

Hidalgo County Precinct 3
Project STOP (Truancy)
2015-2016 School (Fiscal Year)
Salaries Worksheet

		SCHOOL DISTRICTS			
		MISSION	LA JOYA	SHARYLAND	
		DEPUTY CONSTABLE SR. STEP IV Slot #0003 Rafael Ochoa	DEPUTY CONSTABLE STEP II Slot #0002 Rodolfo Trevino	DEPUTY CONSTABLE STEP II Slot #0001 Miguel Zamora	
					TOTAL
Current Salary		47,734.00	40,510.00	40,510.00	128,754.00
Step Increase		1,671.00	2,544.00	2,544.00	6,759.00
5% COLA Increase		2,470.25	2,152.70	2,152.70	6,775.65
TOTAL SALARY:		$ 51,875.25	$ 45,206.70	$ 45,206.70	$ 142,288.65
Longevity (Includes annual increase)		780.00	300.00	360.00	1,440.00
Supplement Pay		1,200.00	-	3,000.00	4,200.00
TOTAL ALLOWANCES:		$ 1,980.00	$ 300.00	$ 3,360.00	$ 5,640.00
TOTAL COMPENSATION:		$ 53,855.25	$ 45,506.70	$ 48,566.70	$ 147,928.65
	RATES				
Health Insurance	$ 5,928.00	$ 5,928.00	$ 5,928.00	$ 5,928.00	$ 17,784.00
Life Insurance	$ 37.56	37.56	37.56	37.56	112.68
FICA	7.65%	4,119.93	3,481.26	3,715.35	11,316.54
Retirement	10.63%	5,724.81	4,837.36	5,162.64	15,724.82
Unemployment	0.60%	323.13	273.04	291.40	887.57
Workers Compensation	3.12%	1,680.28	1,419.81	1,515.28	4,615.37
TOTAL FRINGE BENEFITS:		$ 17,813.72	$ 15,977.03	$ 16,650.23	$ 50,440.98
TOTAL COMPENSATION & FRINGE BENEFITS:		$ 71,668.97	$ 61,483.73	$ 65,216.93	$ 198,369.63
CASH MATCH 50% (County Portion)		$ 35,834.48	$ 30,741.87	$ 32,608.47	$ 99,184.82
50% (School District Portion)		$ 35,834.48	$ 30,741.87	$ 32,608.47	$ 99,184.82

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN
LA JOYA INDEPENDENT SCHOOL DISTRICT
AND THE COUNTY OF HIDALGO

THIS Agreement is made on this the ____ day of _____, 2015, by and between **LA JOYA INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "District", and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Hidalgo County previously received the Project S.T.O.P. (Stop Truancy On Patrol) (the "Project") Grant from the Office of the Governor Criminal Justice Division (the "Grant") in September 2002 for a period of four (4) years;

WHEREAS, the Grant was administered through the Office of Constable Precinct 3 since its inception;

WHEREAS, the parties desire to continue the Project although no grant funds are available;

WHEREAS, the parties desire to continue the Project by each party hereto contributing one-half of the cost of the Project;

WHEREAS, the purpose of the Project is to address crimes committed by juveniles and reduce school truancy and juvenile delinquency behavior using an "intervention for prevention" model that provides mentoring, guidance training, character education and responsibility training to truant/juvenile delinquent students;

WHEREAS, the parties hereto are each responsible for one match payment of Thirty Thousand and Seven Hundred and Forty One and 87/100 Dollars ($30,741.87).

NOW, THEREFORE, County and District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County will, pursuant to its applicable personnel policies, rules and procedures, hire commissioned peace officers and the necessary support staff to continue the Project at the District. During the term of this Agreement, such peace officers at all times shall remain and be treated as employees of the County and shall be subject to all applicable personnel policies, rules and procedures of the County.

2. Within fifteen (15) days of receiving an invoice from the County, the District agrees to pay to the County the one match payment in the amount of Thirty Thousand and Seven Hundred and Forty One and 87/100 Dollars ($30,741.87) as consideration to the County for the continued implementation of the Project at the District.

3. Upon the County's receipt of payment from the District, the County shall fund the amount of Thirty Thousand and Seven Hundred and Forty One and 87/100 Dollars ($30,741.87) for its one-half share of the Project.

4. Each party agrees to conform to its own applicable purchasing laws, regulations, policies and procedures with respect to the portion of the services under this Agreement performed by each party.

5. The County may, but is not required to, consult with the District prior to making any staffing changes in connection with this Agreement but the recruiting, hiring, and retention of County personnel shall remain the sole prerogative of the County.

6. **Term.** The term of this Agreement shall commence immediately upon execution of this Agreement and shall continue through the end of the District's 2016 spring semester.

7. **Termination.** Either party shall have the right to terminate this Agreement with or without cause upon sixty (60) days written notice.

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

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

breach of the same or any other provision hereof.

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

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

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

If to District:	La Joya Independent School District Attention: Dr. Aida T. Benavides, Superintendent 201 E. Expressway 83 La Joya, Texas 78560
If to County:	Hidalgo County, Texas Attention: Ramon Garcia, County Judge P.O. Box 1356 Edinburg, Texas 78540-1356
with copy to :	Hidalgo County Constable Precinct No. 3 Attention: Constable Lazaro Gallardo, Jr. 730 N. Breyfogle, Suite B Mission, Texas 78574

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

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

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

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

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

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

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

19. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

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

LA JOYA INDEPENDENT SCHOOL DISTRICT

_____
Johnn V. Alaniz, President, Board of Trustees

ATTEST:

_____
Juan José "JJ" Garza, Secretary, Board of Trustees

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo. Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY:_____
Stephen L. Crain

AI-49572 **Constables** **10. B.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Horaldo Sanchez, CONSTABLE PCT. #4

Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

CONSTABLE PCT 4 LEOSE (1220):
1. Approval of certification of revenues, as certified by the County Auditor, for the 2015 LEOSE (Peace Officer Allocation) funds awarded and received from the Texas Comptroller of Public Accounts Office.
2. Approval of 2015 appropriation of funds for Constable Pct 4 - LEOSE (1220) in the amount of $1,732.59.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1220-421-00-294-002-0-58X

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

BUDGETARY IMPACT:

5-1220-335-00-294-000-0-000 LEOSE FUND-CONST PCT4 REVENUE

Attachments

Letter
Check
Appropritation
Receipt
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/05/2015 10:55 AM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Nayla Munoz		Started On: 05/05/2015 09:58 AM
Final Approval Date: 05/15/2015		

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

February 26, 2015

HIDALGO COUNTY CONSTABLE PRECINCT 4
2814 S HWY 281
EDINBURG TX 78539-6243

Vendor number: 17460007176-011

Enclosed is your annual allocation payment from the Law Enforcement Officer Standards and Education (LEOSE) account in the amount of $ 1,732.59.

This payment must be used as necessary to ensure the continuing education of persons licensed under Chapter 1701, Occupations Code, or to provide necessary training, as determined by the agency head, to full-time, fully paid law enforcement support personnel in your agency.

Your agency must maintain a complete and detailed record of all money received and spent. All money received is subject to audit by the Comptroller of Public Accounts and all money spent is subject to audit by the State Auditor.

The Comptroller is directed by the Occupations Code, Section 1701.157 to make an annual allocation from the LEOSE account to qualified law enforcement agencies for expenses related to the continuing education of persons licensed under Chapter 1701, Occupations Code. Of the account, 20 percent is allocated equally among the qualified agencies. The remaining 80 percent is allocated on the basis of the number of eligible law enforcement positions each agency had as of January 1 of the preceding calendar year.

An eligible law enforcement position is defined as one held by a person licensed under Chapter 1701, Occupations Code, who works as a peace officer or licensed jailer on the average of at least 32 hours a week, is compensated by a political subdivision of the state at the minimum wage rate or higher, and is entitled to all employee benefits offered to a peace officer.

To receive your agency's share of the LEOSE account in 2016, you must complete and return the enclosed Law Enforcement Officer Standards and Education Account 2016 Allocation Basis form to us no later than April 30, 2015. The information provided in this report must be accurate and returned timely to our office to ensure the correct allocation of the LEOSE account.

Please call us at (800) 531-5441, ext. 3-4530, or (512) 463-4530 if you have any questions or if we can be of assistance.

Enclosures

Texas Comptroller of Public Accounts

132528917 FEBRUARY 24, 2015

TREASURY WARRANT NO.
132528917

022315 0116 902 9P150548 1XXXXX07176 011
PAYING AGENCY: 512-463-4561 COMPTROLLER - STATE FISCAL

PAY ONE THOUSAND SEVEN HUNDRED THIRTY TWO DOLLARS AND 59/100 $1,732.59

TO HIDALGO COUNTY CONSTABLE PRECINCT 4
2814 S HWY 281
EDINBURG, TX 78539-6243

VOID AFTER
08/31/2017

⑈304⑈ ⑆114900164⑆ ⑈132528917⑈

DATE: May 5, 2015

2015
Appropriation

DEPARTMENT HEAD: Atanacio "J.R." Gaitan

DEPARTMENT NAME: Constable Precinct 4

ACCOUNT NUMBER: 5-1220-421-00-294-002-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
5-1220-421-00-294-002-0-583	Constable Pct. 4 LEOSE -	TRAVEL OUT OF COUNTY	$1,032.59
5-1220-421-00-294-002-0-584	Constable Pct. 4 LEOSE -	REGISTRATION FEES	$700.00
5-1220-335-00-294-000-0-000	LEOSE FUND - Constable Pct 4	REVENUES	$1,732.59
		TOTAL BUDGET INCREASE (DECREASE)	**$1,732.59**

REASON: TO APPROPRIATE THE LEOSE FUNDS ALLOCATION AWARDED TO CONSTABLE PCT 4 DEPARTMENT FROM THE STATE COMPTROLLER IN THE AMOUNT OF $1,732.59.

Horaldo Sanchez
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

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

Receipt No: 185811

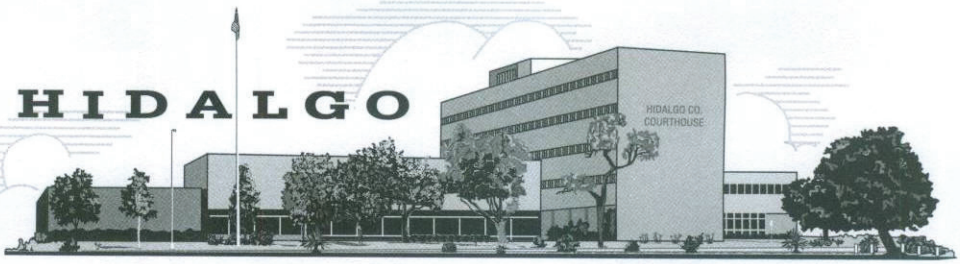
Received From: CONSTABLE PCT. 4 04/21/15 Date 04/22/15

1	132528917	04/21/15 #9985-4 - 9985-4	5-1100-342-10-294-000-0-000	1,732.59

Total: 1,732.59

Check Total	1,732.59
Cash Total	.00
Credit Total	.00
Other Total	.00

COUNTY of HIDALGO



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

EDINBURG, TEXAS 78539

May 15, 2015

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR.

> The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of the LEOSE annual allocation payment from the Texas Comptroller of Public Accounts for Constable Precinct 4 in the amount of $1,732.59. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

5/15/15
Date

HIDALGO COUNTY DISTRICT JUDGES

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

AI-49709 **Sheriff's Office** **11. A.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Gabriel Castaneda, SHERIFF DEPT.

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of Memorandum of Understanding Addendum for the Multidisciplinary Team Enhancement Program of the Children's Advocacy Center.
2. Approval to authorize Eddie Guerra, County Sheriff to sign document

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No budgetary fiscal impact.

Attachments

MOU

legal

Form Review

Inbox	**Reviewed By**	**Date**
Emilia Uriegas (Originator)	Emilia Uriegas	05/15/2015 08:48 AM
Budget & Management	Veronica Ortiz	05/15/2015 08:59 AM
Auditor's Office	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Emilia Uriegas		Started On: 05/15/2015 08:25 AM
Final Approval Date: 05/15/2015		

Memorandum of Understanding Addendum
Multidisciplinary Team Enhancement Program

We the undersigned agencies, by and through our supervisory heads and through our designated representatives, do agree to the following policy supporting the implementation and operation of the Multidisciplinary Team Enhancement Program of the Children's Advocacy Center of Hidalgo County..

Whereas, we acknowledge that the multidisciplinary team approach is at the core of the children's advocacy center model, and therefore commit to participation in the Multidisciplinary Team Enhancement Program with the intent to achieve the following goals:

- to proactively strengthen and sustain the children's advocacy center multidisciplinary team;
- to fortify the overall multidisciplinary component within the children's advocacy center to ensure effective communication, coordination, and collaboration at all stages of child abuse cases; and
- to ensure timely access to the full array of children's advocacy center/multidisciplinary team services for *all* children within the children's advocacy center's official service area and existing protocol case criteria.

Whereas, we recognize that one of the primary tools to be utilized in the achievement of the aforementioned goals will be intake reports generated by Department of Family and Protective Services Statewide Intake and delivered to the children's advocacy center. We understand that the children's advocacy center's role in reviewing the reports is to review and identify Statewide Intake reports within the case acceptance criteria as defined by the children's advocacy center's Working Protocol, and facilitate children's advocacy center/multidisciplinary team services related to case investigation, assessment, and intervention.

Whereas, we understand that the children's advocacy center's access to the Statewide Intake reports shall not be construed to change, reduce, or expand the authority or jurisdiction of the children's advocacy center or any multidisciplinary team partner agency as it relates to initiating and conducting investigations, assessments, and/or interventions. No part of the Multidisciplinary Team Enhancement Program supplants any statutorily required duties of the children's advocacy center or any multidisciplinary team partner agency.

Whereas, we understand that this addendum does not replace or supersede the children's advocacy center's current, executed memorandum of understanding to which this addendum is made.

All State and Federal confidentiality laws will be followed in connection with this agreement. This agreement can be terminated by any party without cause by giving written notice to the other parties.

Memorandum of Understanding Addendum
Multidisciplinary Team Enhancement Program

We the undersigned have reviewed and accepted the attached Children's Advocacy Center of Hidalgo County Memorandum of Understanding Addendum pertaining to the MDT Enhancement Program. We hereby approve of the contents and agree, on behalf of our respective agencies, to abide by the goals, objectives and activities addressed therein.

Signature | Date

Enrique Sotelo
Printed Name

Chief/Alton Police Department
Title/Agency

Signature | Date

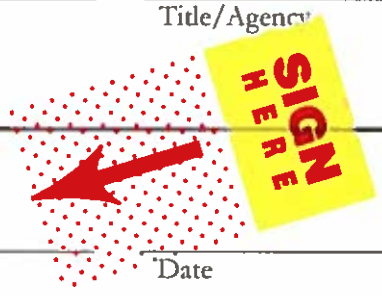
Rolando Castaneda
Printed Name

Chief/Edinburg Police Department
Title/Agency

Signature | Date

Olga Maldonado
Printed Name

Chief/Mercedes Police Department
Title/Agency



Signature | Date

J. E. "Eddie" Guerra
Printed Name

Sheriff/Hidalgo County Sheriff's Office
Title/Agency

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

FW: InterAgency Agreement & Working Protocols

From : Emilia Uriegas <emilia.uriegas@hidalgoso.org> Mon, May 18, 2015 09:33 AM
Subject : FW: InterAgency Agreement & Working Protocols
To : monica badillo <monica.badillo@co.hidalgo.tx.us>

Monica:

I have forwarded this in case you need it for our agenda item #49709.

Thank you for your help.

Emilia Uriegas
Budget Manager II
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78542

Main: 956-383-8114
Direct: 956-393-6028
Fax: 956-393-6027
Email: emilia.uriegas@hidalgoso.org

From: Gabriel Castaneda [mailto:gabriel.castaneda@hidalgoso.org]
Sent: Monday, May 18, 2015 9:07 AM
To: 'Emilia Uriegas'
Subject: FW: InterAgency Agreement & Working Protocols

FYI

G. Castañeda

From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Monday, May 18, 2015 8:24 AM
To: 'Gabriel Castaneda'
Cc: victor.garza@da.co.hidalgo.tx.us
Subject: RE: InterAgency Agreement & Working Protocols

Chief,

We approve as to the form of the Interagency Agreement Addendum.

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: Gabriel Castaneda [mailto:gabriel.castaneda@hidalgoso.org]
Sent: Wednesday, May 13, 2015 1:05 PM
To: 'Josephine Ramirez'
Cc: victor.garza@da.co.hidalgo.tx.us
Subject: FW: InterAgency Agreement & Working Protocols

Ms. Josie
The sheriff has asked me to have you review the addendum that was forwarded to him for signature. I have attached the original as well.

AI-49710 **Sheriff's Office** **11. B.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

1. Approval to accept the FY2014 Operation Stonegarden Grant Phase I from the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) in the total amount of $4,674,438.00. Phase I in the amount of $3,106,844.73 passed through TX Dept. of Public Safety.
2. Authorization to pay Overtime reimbursable under the grant terms and conditions.
3. Authorization for County Judge, as authorized official, to sign (and initial) award and required documents.
4. Approval of Certification of Revenues as certified by the County Auditor for the FY2014 Operation Stonegarden Grant.
5. Approval to appropriate the budget for the Sheriff's Office portion of the FY2014 Operation Stonegarden Grant Phase I in the amount of $1,128,640.14.

BACKGROUND

SAA Award No. 14-SR-48215-01
Federal Grant Award No. EMW-2014-SS-00029

The grant award is for $4,674,438.00 of which $1,800,750.34 is for the Hidalgo County Sheriff's Office. The remaining balance of $2,873,687.66 is assigned to 4 (four) Hidalgo County Constable Offices and 13 (thirteen) city police departments within Hidalgo County.

FY2014 Operation Stonegarden Phase I for total amount of $3,106,844.73 of which $1,128,640.14 is for the Hidalgo County Sheriff's Office.

The remaining balance of $1,978,204.59 is assigned to 4 (four) Hidalgo County Constable Offices and 13 (thirteen) city police departments within Hidalgo County.

Grant Operation: Date is from 9/1/14 to 2/28/16.

Constable Offices: Precinct 1, 2, 3 and 4
Cities: Alamo, Donna, Edinburg, Hidalgo, La Joya, Mercedes, Mission, Palmview, Penitas, Pharr, San Juan, Sullivan City, and Weslaco.

The individual sub-recipient agreements (interlocals) between Hidalgo County and the respective cities are to be submitted to Commissioners' Court at a later date.

Appropriations of the respective Constable Offices/City budgets will be submitted at a later date.

Fiscal Impact

FISCAL YEAR: 2017 **ACCT. #:** 5-1284-421-00-280-047-7-XXX

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

BUDGETARY IMPACT:

No local match is required. Approval to accept FY2014 Operation Stonegarden Grant.

Grant: FY14

5-1284-331-12-280-047-7-000 OPERATION STONEGARDEN-REVENUES

Attachments

GAN
OT Fee Waiver
15 Rgvrgv
OPSG app
appropriation
COR

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	05/15/2015 09:27 AM
Budget & Management	Veronica Ortiz	05/15/2015 10:10 AM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 05/15/2015 08:28 AM

Final Approval Date: 05/15/2015

Texas Department of Public Safety

2014 Sub-Recipient Award for Hidalgo County

1. General Award Information	Reference/Encumbrance No:	
Date of Award: May 7, 2015	**Prepared By: Mendez, Arturo**	**3. SAA Award Number:** 14-SR 48215-01

4. Sub-Recipient Name and Address

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

5. Federal Grant Information

Federal Grant Title: Homeland Security Grant Program (HSGP)
Operation Stonegarden (OPSG)

Federal Grant Award Number: EMW-2014-SS-00029

Federal Granting Agency: U.S. Department of Homeland Security(DHS)
Federal Emergency Management Agency (FEMA)

Date Federal Grant Awarded to TxDPS: August 6, 2014

CFDA: 97.067

6. Award Amount and Grant Breakdowns

OPSG

$4,674,438.00

Grant Period:	
From:	**To:**
Sep 1, 2014	**Feb 28, 2016**

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

7. Statutory Authority for Grant: The Department of Homeland Security Appropriations Act, 2014, (Public Law 113-76), and The Homeland Security Act of 2002 as amended (Public Law 107-296), (6 U.S.C. § 603).

8. Method of Payment: Primary method is reimbursement.

9. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors and principals are not debarred,suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not have active Exclusions listed at https://www.sam.gov/portal/public/SAM/

10. Agency Approvals

Approving TxDPS Official:

Garry Jones
Deputy Assistant Director
Texas Homeland Security
State Administrative Agency
Texas Department of Public Safety

Signature of TxDPS Official:

Garry Jones

11. Sub-Recipient Acceptance

I have read, understood and agree to this Sub-Recipient Agreement consisting of this Award and the attached Terms and Conditions.

Print name and title of Authorized Sub-Recipient Official:	Signature of Sub-Recipient Official:	
Enter Employer Identification Number (EIN) or Federal Tax Identification Number:	**DUNS Number:**	**Date Signed :**

DUE DATE: June 23, 2015 Signed Award with Terms and Conditions must be returned to SAA_SRA@dps.texas.gov on or before the due date.

2014 TERMS AND CONDITIONS

Instructions:

The Sub-recipient shall:

1. Fill in the information and sign the Grant Sub-Recipient Award;
2. Certify they have read and understand these Terms and Conditions;
3. Certify to the statements provided in Exhibits A, B, C and D located at the back of this document by filling in contact information and signing all exhibits, and
4. Return all documents via email to **SAA_SRA@dps.texas.gov** *on or before the date provided in the transmittal letter and/or in this Grant.*

1. Grant Sub-recipient Agreement

This Grant Sub-recipient Agreement (consisting of this 2014 Grant Sub-recipient Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Homeland Security State Administrative Agency, an agency of the State of Texas, hereinafter referred to as "DPS/THSSAA," and the funds recipient, hereinafter referred to as the "Sub-recipient" or "Sub-grantee." Furthermore, DPS/THSSAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." This Grant Sub-recipient Agreement (SRA), or otherwise referred to herein as "this Grant" or "this Agreement", is only an offer until Sub-recipient returns the signed copy of this Grant on or before the date provided in the transmittal letter and/or in this Grant Sub-recipient Award.

The FY 2014 Homeland Security Grant Program (HSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. HSGP funding shall be used for statutorily eligible costs related to the planning, organization, equipment, training, and exercise needs that prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events. This program provides an integrated mechanism that builds and sustains core capabilities to support the Nation's Preparedness against terrorist attacks, major disasters, and other emergencies.

The FY 2014 Nonprofit Security Grant Program (NSGP) funding plays an important role in the implementation of the National Preparedness System (NPS) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the NGP. NSGP provides funding support statutorily eligible costs to include target hardening and other physical security enhancements and activities to nonprofit organizations that are at high risk of terrorist attack and located within one of the specific Urban Areas Security Initiative (UASI)-eligible Urban Areas. While this funding is provided specifically to high-risk nonprofit organizations, the program seeks to integrate nonprofit preparedness activities with broader State and local preparedness efforts. It is also designed to promote coordination and collaboration in emergency preparedness activities among public and private community representatives, as well as State and local government agencies.

Sub-recipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/THSSAA. If Sub-recipient issues subawards as part of this Grant project, Sub-recipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Sub-recipient agreement funds" as used in this Grant means funds provided by DPS/THSSAA under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Sub-recipient's funds" or match funds as used in this Grant means funds provided by the Sub-recipient.

2. Overview and Performance Standards

All allocations and use of funds under this Grant shall be in accordance with the FY 2014 Funding Opportunity Announcement (FOA) for the Federal Grant Title specified on this Grant, and such FY 2014 FOA is incorporated by reference herein. Sub-recipient shall read, understand and accept the FY 2014 Funding Opportunity Announcement as binding.

A. Standard of Performance. Sub-recipient shall perform all activities and projects entered into the DPS/THSSAA web-based grants management system which are approved by DPS/THSSAA. Any change to a project shall receive prior written approval by the appropriate local, regional and state-level grant administrator(s). Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:

1. Assurances – Non-Construction Programs, hereinafter referred to as "**Exhibit A**"
2. Assurances – Construction Programs, hereinafter referred to as "**Exhibit B**"
3. Certifications, hereinafter referred to as "**Exhibit C**"
4. State of Texas Assurances, hereinafter referred to as "**Exhibit D**"

B. Failure to Perform. In the event Sub-recipient fails to implement the project(s) entered and approved in the DPS/THSSAA web-based grants management system, or comply with any provision of this Grant, Sub-recipient shall be liable to DPS/THSSAA for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/THSSAA is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.

3. Environmental Review

Sub-recipient shall assess its federally funded projects for potential impact to environmental resources and historic properties. Sub-recipient shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/THSSAA. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact. Sub-recipient shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's

EHP review will result in a non-compliance finding and DPS/THSSAA will not authorize or release Grant funds for non-compliant projects.

Sub-recipient, as soon as possible upon receiving this Grant, shall provide information to DPS/THSSAA to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/THSSAA for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Sub-recipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances. See FEMA Information Bulletin 329.

Sub-recipient shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings. Sub-recipient shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, Sub-recipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Sub-recipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

4. Funding Obligations

A. DPS/THSSAA shall not be liable to Sub-recipient for any costs incurred by Sub-recipient that are not allowable costs.

B. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/THSSAA under this Grant shall not exceed the Total Award Amount listed on the Grant Sub-recipient Award.

C. Sub-recipient shall contribute the match funds listed on the Grant Sub-recipient Award.

D. Sub-recipient shall refund to DPS/THSSAA any sum of these Grant funds that has been determined by DPS/THSSAA to be an overpayment to Sub-recipient or that DPS/THSSAA determines has not been spent by Sub-recipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Sub-recipient shall make such refund to DPS/THSSAA within thirty (30) calendar days after DPS/THSSAA requests such refund.

E. Notwithstanding any other provisions, the Parties hereto understand and agree that DPS/THSSAA's obligations under this Grant are contingent upon the receipt of adequate funds to meet DPS/THSSAA's liabilities hereunder, except as required by the Homeland Security Grant Program (HSGP). DPS/THSSAA shall not be liable to Sub-recipient for costs which exceed the amount specified in this Grant.

5. Performance Period

The performance period for this Grant is listed on the Grant Sub-Recipient Award. All goods and services shall be received within the performance period AND all reimbursement requests shall be submitted to DPS/THSSAA within the performance period. Sub-recipient shall have expended all Grant funds and submitted reimbursement requests and any invoices in the DPS/THSSAA grant management system by the end of the performance period. DPS/THSSAA shall not be obligated to reimburse expenses incurred or submitted after the performance period.

6. Uniform Administrative Requirements, Cost Principles and Audit Requirements

Except as specifically modified by law or this Grant, Sub-recipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below.

A. Administrative Requirements

1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (the A-102 Common Rule);

2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).

3. 44 C.F.R. Part 10, Environmental Considerations

B. Cost Principles

1. 2 C.F.R. Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)

2. 2 C.F.R. Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)

3. 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)

4. 48 C.F.R. Subpart 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

C. Audit Requirements

OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

D. Grant Guidance (Funding Opportunity Announcement)

Sub-recipient agrees that all allocations and use of funds under this Grant shall be in accordance with the applicable FY 2014 Funding Opportunity Announcement and supplemental resources for the HSGP currently available at http://www.fema.gov/media-library-data/1395161200285-5b07ed0456056217175fbdee28d2b06e/FY_2014_HSGP_FOA_Final.pdf and the Nonprofit Security Grant Program (NSGP), http://www.fema.gov/media-library-data/1396016700388-fb23d813b8df0d8eab995c8f27c1ac3e/FY_2014_NSGP_FOA_Final_Revised.pdf.

7. DHS Specific Acknowledgements and Assurances

Sub-recipient shall comply with the DHS Standard Administrative Terms and Conditions that are outlined in Part 6.1.1 – Financial Assistance Award Standard Terms and Conditions (January 14, 2011), which is incorporated by reference herein. DHS requires those standard terms and conditions which are approved by the Division of Financial Assistance Policy and Oversight to be applied to all financial assistance awards: http://www.dhs.gov/xlibrary/assets/cfo-financial-management-policy-manual.pdf.

Sub-recipient acknowledges and agrees, and shall require any sub-recipients, subawardees, contractors, successors, transferees, and assignees to acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipient shall cooperate with any compliance review or complaint investigation conducted by DHS.

2. Sub-recipient shall give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to this Grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Sub-recipient shall submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Sub-recipient shall comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three (3) years, Sub-recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Sub-recipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Sub-recipient, or Sub-recipient settles a case or matter alleging such discrimination, Sub-recipient shall forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

8. Operation Stonegarden (OPSG) Specific Conditions

If Sub-recipient is receiving Operation Stonegarden (OPSG) funds, Sub-recipient is prohibited from obligating or expending OPSG funds provided through this Grant until each unique, specific, or modified county level, tribal or equivalent Operations Order or Fragmentary Order has been reviewed and approved by official notification by FEMA and Customs and Border Protection/Border Patrol (CBP/BP). Each Operations Order will be transferred via the secure portal (CBP/BP) BPETS system from each respective AOR Sector HQ to CBP/BP HQ in Washington, D.C., for review and pre-approval for Operational continuity, then forwarded to FEMA GPD/PGD OPSG Program Office for final review/approval. Official notification of approval will be sent by FEMA via email to DPS/THSSAA and CBP/BP HQ in Washington, D.C.

1. Sub-recipient shall develop and submit required operational documents through the border area's Integrated Planning Team.

2. Sub-recipient shall maintain an approved Concept of Operations, consisting of a campaign plan and proposed budget which will articulate the intent of how OPSG funds will be used throughout Sub-recipient's Grant performance period.

3. If Sub-recipient intends to spend more than 50 percent of its award on overtime over the course of the performance period, a request for an overtime waiver shall be submitted through the Integrated Planning Team.

4. Sub-recipient shall develop and submit Operations Orders for Tactical operational periods to achieve the strategic objectives of the campaign plan.

5. Sub-recipient shall only initiate tactical operations after the specific Operations Order(s) are approved through the Border Patrol Headquarters and by FEMA, and the DPS/THSSAA has issued a Grant Sub-recipient Award or Grant Adjustment Notice (GAN) to the jurisdiction.

9. State Requirements for Grants

Sub-recipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, State Administrative Agency Information Bulletins, available at http://www.txdps.state.tx.us/director_staff/saa/information_bulletins.htm, Texas Uniform Grants Management Standards (UGMS) at http://www.window.state.tx.us/procurement/catrad/ugms.pdf and the State Administrative Agency Sub-recipient Manual, available at http://www.txdps.state.tx.us/director_staff/saa/documents/subrecipientManual.pdf. Sub-recipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant, and the approved application.

Sub-recipient shall comply with the State of Texas General Appropriations Act, Art. IX, Part 4, as follows:

1. Grant funds may not be expended for this Grant to a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, unless the law enforcement agency requesting this Grant is in compliance with all rules developed by the Texas Commission on Law Enforcement (COLE) or TCOLE certifies that the requesting agency is in the process of achieving compliance with such rules.

2. Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

3. Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

a. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;

b. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office; influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;

c. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Sub-recipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;

d. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Sub-recipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and

e. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Sub-recipient timely completes and files its reports.

10. Restrictions and General Conditions

A. Use of Funds. DHS Grant funds may only used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.

B. Lobbying Prohibited. No funds shall be expended by Sub-Recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, grant, loan, or cooperative agreement. These lobbying prohibitions may be found at 31 U.S.C. §1352. Further, Sub-Recipient understands and agrees that it shall not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of FEMA.

C. Transferring Funds. Sub-recipient is prohibited from transferring funds between grant programs (such as SHSP, UASI, and OPSG) without a properly executed GAN.

D. Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.

E. Cost Categories. There may be limitations on the use of HSGP and/or NSGP funds for the categories of costs listed below. For additional details on restrictions on the use of funds, refer to the FY 2014 HSGP or NSGP FOA, Appendix C, Funding Guidelines.

1. Management and Administration
2. Planning
3. Organization
4. Equipment
5. Training
6. Exercises
7. Maintenance and Sustainment
8. Critical Emergency Supplies
9. Construction and Renovation

F. Governing Board Approval. In cases where local funding is established by a Council of Government (COG) or an Urban Area Security Initiative (UASI) governing board, the release of funds by DPS/THSSAA is contingent upon funding allocation approval by the governing board.

G. Notices. All notices or communications required or permitted to be given by either Party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express or Lone Star, to the other Party at its respective address. For notice to DPS/THSSAA see address set forth below. For Sub-recipient, see the address listed on the Grant Sub-Recipient Award page or Point of Contact address listed for the Sub-recipient in the DPS/THSSAA Grants Management System (SPARS).

DPS/THSSAA Contact Information
Deputy Assistant Director Texas Homeland Security State Admin. Agency Texas Department of Public Safety P.O. Box 4087 Austin, TX 78773-0220

H. Points of Contacts. Within 30 calendar days of any change, Sub-recipient shall notify DPS/THSSAA of any change or correction to the chief elected official, program, and/or financial points of contact in the DPS/THSSAA grant management system.

I. DUNS Number. Sub-recipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or http://fedgov.dnb.com/webform.

J. Central Contractor Registration and Universal Identifier Requirements. Sub-recipient maintains that it has registered on the System for Award Management (SAM) at www.sam.gov, or other federally established site for contractor registration, and entered DPS/THSSAA-required information. Sub-recipient shall keep current, and then review and update the information at least annually. Sub-recipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Sub-recipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section .210 of OMB Circular A-133, Audits of States, Local Governments, and Non-profit Organizations.

K. Indirect Cost Allocation Plan. Sub-recipient shall submit its most recently approved Indirect Cost Allocation Plan signed by Cognizant Agency to DPS/THSSAA within 30 calendar days of the approval. "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 C.F.R. Part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies at http://harvester.census.gov/sac/dissem/asp/reports.asp. Unless the basis of the cost plan changes, Sub-recipient only needs to forward the annual Indirect Cost Rate approval letter to DPS/THSSAA within 30 calendar days after approval by the Cognizant Agency. The approved Indirect Cost Plans and approval letters shall be emailed to SAA_RR@dps.texas.gov. The Sub-recipient name shall be included in the file name and subject line of the email transmittal.

L. Reporting Total Compensation of Sub-recipient Executives. 2 C.F.R. §170.320; see FEMA Information Bulletin 350.

1. Applicability and what to report: Sub-recipient shall report whether Sub-recipient received $25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §170.320. Sub-recipient shall report whether 80% or more of Sub-recipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Sub-recipient answers "yes" to both questions, Sub-recipient shall report, along with Sub-recipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Sub-recipient's five most highly compensated executives for the preceding completed fiscal year.

2. Where and when to report: Sub-recipient shall report executive total compensation at www.sam.gov, or other federally established replacement site. By signing this Grant, Sub-recipient certifies that, if required, Sub-recipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Sub-recipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.

M. Direct Deposit. If Sub-recipient has not received HSGP or NSGP reimbursements from DPS/THSSAA within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/THSSAA. Completed direct deposit forms from Sub-recipient shall be emailed to SAA_RR@dps.texas.gov. The email subject line and attachment name shall include the jurisdiction name and identify the document attached (i.e. "*Sample County DD form*"). The direct deposit form is currently available at http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf. Sub-recipient may simultaneously sign up for the Advance Payment Notification **(APN)** email feature which provides State of Texas payees with a one-business-day advance notice that a direct deposit payment has been sent to its financial institution. After receiving an APN, a payee may securely access its payment details online.

N. Procurements. Sub-recipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 44 C.F.R. §13.36.

O. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 44 C.F.R. §13.37(b), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

P. No Contracts with Debarred or Suspended Parties. Prior to contracting with any vendor or subawardee using funds awarded under this Grant, Sub-recipient shall determine whether the vendor/subawardee is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department and agency and shall confirm the vendor/subawardee does not have any active "Exclusions" by reviewing the vendor/subawardee entity information at https://www.sam.gov/portal/public/SAM/.

Q. Management and Administration. If this Grant includes a specific award of funds to Sub-recipient for management and administration (M&A), Sub-recipient shall comply with all applicable requirements and limitations with respect to M&A. For additional information on M&A, refer to Information Bulletin 365 located at http://www.fema.gov/grants/grant-programs-directorate-information-bulletins.

R. Personnel Cap. Up to fifty percent (50%) of all HSGP awards received by Sub-recipient may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act (Public Law 110-412). In general, use of HSGP funding to pay for staff and/or contractor regular time or

overtime/backfill, among other items, are considered personnel-related costs. Sub-recipient may request a waiver to the 50% personnel cap by submitting a waiver request through its respective regional council or urban area working group to DPS/THSSAA at SAA@dps.texas.gov. Requests for waivers shall be submitted on official Sub-recipient letterhead and be signed by an authorized official of Sub-recipient. Waivers shall contain the information required on page 9 of the FEMA Information Bulletin 379.

S. Property Management and Inventory. At least every two (2) years, Sub-recipient shall take a physical inventory and shall reconcile the results with property records. Sub-recipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. (See sample equipment inventory record format at http://www.txdps.state.tx.us/director_staff/saa/audit_and_compliance.htm) Sub-recipient shall develop and implement a control system to prevent loss, damage or theft of property and Sub-recipient shall investigate and document any loss, damage or theft of property funded under this Grant.

T. Publications. All publications produced as a result of funding under this Grant, which are submitted for publication in any magazine, journal, or trade paper, shall include the following statement: "This material is based upon work supported by the U.S. Department of Homeland Security. The views and conclusions contained in this document are those of the authors and should not be interpreted as necessarily representing the official policies, either expressed or implied, of the U.S. Department of Homeland Security."

U. Acknowledgement of Federal Funding from DHS. Sub-recipient shall comply with requirements to acknowledge use of Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

V. Use of DHS, DPS, and DPS/THSSAA Seals and Non-Endorsement. Sub-recipient shall obtain DHS, DPS, or DPS/THSSAA's prior written approval before using any of these agencies' seal(s), logos, crests or reproductions of flags or likenesses of agency officials. Funding of this Grant does not equate to endorsement of use of funding agencies' seals, logos, crests, etc., including use of the United States Coast Guard seal, logo, crests, or reproductions of flags or likenesses of Coast Guard officials.

W. Copyright. Sub-recipient shall comply with requirements regarding publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Grant, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Sub-recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. Sub-recipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgment of Government sponsorship (including award number) to any work first produced under this Grant.

Further, Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. Sub-recipient agrees to consult with DPS/THSSAA regarding the allocation of any patent rights that arise from or are purchased with this funding.

X. Quarterly Performance Reports. Sub-recipient shall submit performance reports and progress reviews per DPS/THSSAA and/or FEMA's direction. Reports are entered into the grants management system. Performance reports are due by the twentieth (20th) calendar day after the end of each calendar quarter: January 20, April 20, July 20 and October 20; or as otherwise specified or required by DPS/THSSAA. DPS/THSSAA may require other reports or different timelines to meet federal reporting dates or to respond to information requests. Failure to timely complete a performance report will result in Sub-recipient being unable to request additional reimbursements/advances and may affect future funding.

Y. Site Visits. DHS and/or DPS/THSSAA, through its authorized representatives, have the right, at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Sub-recipient or a contractor under this Grant, Sub-recipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

Z. Limited English Proficiency (Civil Rights Act of 1964, Title VI). Sub-recipient shall comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, Sub-recipient is encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency(August 11, 2000), requires federal agencies to issue guidance to recipients of federal financial assistance, assisting such organizations and entities in understanding their language access obligations. DHS published the required guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011). The Guidance provides helpful information such as how a recipient of federal financial assistance can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at
https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited
and additional resources on http://www.lep.gov.

AA. Protection of Human Subjects. Sub-recipient shall comply with the requirements of the Federal regulations at 45 C.F.R. Part 46, which requires that Sub-recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Sub-recipient shall comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 C.F.R. Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 C.F.R. Part 46.

BB. National Flood Insurance Act of 1968. Sub-recipient shall comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 C.F.R. Part 63.

CC. USA Patriot Act of 2001. Sub-recipient shall comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery systems of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The Act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the Act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

DD. Fly America Act of 1974. Sub-recipient shall comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. §40118) and the interpretive guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B138942.

EE. Activities Conducted Abroad. Sub-recipient shall comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

FF. Trafficking Victims Protection Act of 2000. All recipients of financial assistance shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 C.F.R. Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub-recipient: (a) engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) procures a commercial sex act during the period of time that the award is in effect; or (c) uses forced labor in the performance of the award or subawards under the award.

DPS/THSSAA is authorized to terminate this Grant ,without penalty, if the above condition is violated. Sub-recipient shall include this condition in any subawards or contracts it makes as a result of this Grant. Full text of the award term is provided at 2 C.F.R. §175.15.

GG. Americans with Disabilities Act of 1990. Sub-recipient shall comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. 42 U.S.C. §§ 12101-12213.

HH. Public Dissemination of Sensitive Information. Sub-recipient shall notify DPS/THSSAA of any workshops, conferences, seminars or other public venues at least one hundred (100) calendar days before presenting any potentially sensitive information regarding this project. No sensitive information may be presented by Sub-recipients' personnel without DPS/THSSAA and the DHS Grants Officer's review and prior written approval.

II. Security Concerns/Violations. Sub-recipient shall inform the THSSAA's Deputy Assistant Director in writing within two (2) calendar days of Sub-recipient being made aware of any security concerns with individuals having access to government facilities or sensitive information. In the event that sensitive information is divulged in violation of Sub-recipient's security procedures, Sub-recipient shall immediately notify the DPS/THSSAA Deputy Assistant Director and take appropriate law enforcement and legal action.

JJ. SAFECOM. Sub-recipient shall comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications for awards under this Grant that provide emergency communication equipment and its related activities.

KK. Best Practices for Collection and Use of Personally Identifiable Information (PII). Sub-recipients who collect Personally Identifiable Information (PII) shall have a publically-available privacy policy that describes what PII it collects, how it uses the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate. Sub-recipients may also find as a useful resource the DHS Privacy Impact Assessments: http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf .

LL. Hotel and Motel Fire Safety Act of 1990. In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), Sub-recipient shall ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

MM. False Claims Act and Program Fraud Civil Remedies. Sub-recipient shall comply with the requirements of 31 U.S.C. §3729 which sets forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. §3801-3812 which details the administrative remedies for false claims and statements made.

NN. Duplication of Benefits. State, Local and Tribal Sub-recipients shall comply with 2 C.F.R. Part §225, Appendix A, Paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

OO. Debarment and Suspension. Sub-recipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

PP. Non-Supplanting Requirement. Sub-recipient shall not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources for programs that prohibit supplanting by law. Where federal statutes for a particular program prohibit supplanting, Sub-recipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

11. Other Requirements

A. During the performance period of this Grant, Sub-recipient, counties, cities, towns, and Indian tribes shall maintain an Emergency

Management Plan at the Intermediate Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM). This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in Sub-recipient's plan, Sub-recipient shall correct deficiencies within 60 calendar days of receiving notice of such deficiencies from TDEM.

B. Projects identified and approved in the DPS/THSSAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of this Grant. Sub-recipient shall submit project plans, milestones, outputs/outcomes, narratives and budget to DPS/THSSAA and FEMA (if required) for approval prior to expending or requesting advances of any funds for this Grant. Sub-recipient shall enter appropriate project milestones into the DPS/THSSAA web-based grants management system within 60 days after award or by the deadline established by DPS/THSSAA, whichever is sooner. Sub-recipient shall report on project status and accomplishments (milestones and outputs/outcomes) in the format(s) and timeframes as required by DPS/THSSAA.

C. During the performance period of this Grant, Sub-recipient shall:

1. Participate in a legally-adopted county and/or regional mutual aid agreement.

2. Implement the National Incident Management System (NIMS) in a manner consistent with the NIMS Implementation Objectives outlined by FEMA at http://www.fema.gov/national-incident-management-system.

3. Be a registered user of the Texas Regional Response Network (TRRN) (or other response asset inventory management system specified by DPS/THSSAA) and shall identify, resource type, and credential all major deployable resources such as vehicles and trailers, equipment costing $5,000 or more, and specialized teams/response units equipped and/or trained using Grant funds (i.e., hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make Grant funded resources available to other jurisdictions through mutual aid http://www.fema.gov/emergency/nims/ResourceMngmnt.shtm#item3.

12. Monitoring

Sub-recipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

DPS/THSSAA, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Sub-recipient's compliance with this Grant and of the adequacy and timeliness of Sub-recipient's performance pursuant to this Grant. After each monitoring visit, DPS/THSSAA shall provide Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in Sub-recipient's performance under this Grant, the monitoring report shall include requirements for the timely correction of such deficiencies by Sub-recipient. Failure by Sub-recipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

13. Audit

A. Audit of Federal and State Funds. Sub-recipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26).

B. Sub-recipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.

C. Right to Audit. Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Sub-recipient shall permit DPS/THSSAA or its authorized representative to audit Sub-recipient's records. Sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

D. Sub-recipient's Liability for Disallowed Costs. Sub-recipient understands and agrees that it shall be liable to DPS/THSSAA for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Sub-recipient further understands and agrees that reimbursement to DPS/THSSAA of such disallowed costs shall be paid by Sub-recipient from funds that were not provided or otherwise made available to Sub-recipient pursuant to this Grant or any other federal contract.

E. Sub-recipient's Facilitation of Audit. Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/THSSAA may require of Sub-recipient. Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

F. State Auditor's Clause. Sub-recipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Sub-recipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Sub-recipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Sub-recipient relating to this Grant.

14. Retention and Accessibility of Records

A. Retention of Records. Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB Circular, 44 C.F.R. Section 13.42, UGMS §__.42, and this Grant. Sub-recipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/THSSAA may direct Sub-recipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.

B. Access to Records. Sub-recipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/THSSAA, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Sub-recipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Sub-recipient. Sub-recipient shall maintain such records in an accessible location and provide citizens reasonable access to such records consistent with the Texas Public Information Act, Texas Government Code, Chapter 552.

C. Inclusion in Subcontracts. Sub-recipient shall include the substance of this in all subcontracts.

D. After Action Reporting. Sub-recipient shall complete, deliver to the appropriate source, and retain copies of all after-action reports and certificates of completion for all training and exercises paid for by this Grant.

15. Legal Authority

A. Signatory Authority. Sub-recipient assures and guarantees that Sub-recipient possesses the legal authority to enter into this Grant, receive Grant funds and to perform the project Sub-recipient has obligated itself to perform pursuant to this Grant.

B. Authorized Representative. The person or persons signing and executing this Grant on Sub-recipient's behalf do warrant and guarantee that he/she has been duly authorized by Sub-recipient to execute this Grant on Sub-recipient's behalf and to validly and legally bind Sub-recipient to all terms and conditions and performance obligations.

C. Conflicts in Requirements. If conflict exists between federal, state, or local requirements, Sub-recipient shall comply with the strictest requirement.

16. Notice of Litigation and Claims

Sub-recipient shall give DPS/THSSAA immediate notice in writing of any action or claim, including any proceeding before an administrative agency, filed against Sub-recipient arising out of performance of this Grant. Except as otherwise directed by DPS/THSSAA, Sub-recipient shall furnish immediately to DPS/THSSAA copies of all documentation or pleadings received by Sub-recipient with respect to such action or claim.

17. No Liability for Employees and Officers

DPS/THSSAA shall have no liability whatsoever for the actions or omissions of an individual employed or contracted by Sub-recipient, regardless of where the individual's actions or omissions occurred.

18. Non-Waiver of Defaults

Any failure of DPS/THSSAA, at any time, to enforce or require the strict keeping and performance of any provision of this Grant shall not constitute a waiver of such provision, and shall not affect or impair same or the right of DPS/THSSAA at any time to avail itself of same. A waiver does not become effective unless DPS/THSSAA expressly agrees to such waiver in writing. Any payment by DPS/THSSAA shall not constitute a waiver or otherwise impair or prejudice any right, power, privilege, or remedy available to DPS/THSSAA to enforce its rights, as such rights, powers, privileges, and remedies are specifically preserved.

19. Changes and Amendments

A. Modification. FEMA or DPS/THSSAA may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Sub-recipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Sub-recipient is not valid.

B. Written Amendment. Alterations, additions or deletions to this Grant, such as changes to period of performance and award amounts, shall be made through an executed Grant Adjustment Notice (GAN).

C. Authority to Amend. During the period of performance for this Grant, DPS/THSSAA and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Grant's performance requirements. Such policy directives shall be promulgated by DPS/THSSAA or FEMA in the form of Information Bulletins and Sub-recipient Manuals and shall have the effect of modifying this Grant and shall be binding upon Sub-recipient as if written in this Grant.

D. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws or regulations are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/THSSAA determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Sub-recipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Sub-recipient's acceptance of the changes to this Grant.

20. Headings

Headings and captions of this Grant are only for convenience and reference. These headings and captions shall not affect or modify the terms and conditions or be used to interpret or assist in the construction of this Grant.

21. Venue

Venue shall lie in Travis County, Texas, and this Grant is governed by the laws of the State of Texas.

22. Suspension

In the event Sub-recipient fails to comply with any term of this Grant, DPS/THSSAA may, upon written notification to Sub-recipient, suspend this Grant, in whole or in part, withhold payments to Sub-recipient and prohibit Sub-recipient from incurring additional obligations of this Grant's funds.

23. Termination

DPS/THSSAA shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/THSSAA determines that Sub-recipient has failed to comply with any term of this Grant. DPS/THSSAA shall provide written notice of the termination and include:

1. The reason(s) for such termination;

2. The effective date of such termination; and

3. In the case of partial termination, the portion of this Grant to be terminated.

Appeal may be made to the Deputy Director of Homeland Security, Texas Department of Public Safety.

24. Enforcement

If Sub-recipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, DPS/THSSAA or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by Sub-recipient or more severe enforcement action by DPS/THSSAA or DHS;

2. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;

3. Wholly or partially suspend or terminate this Grant for Sub-recipient's program;

4. Withhold further awards for the program; or

5. Take other remedies that may be legally available.

In taking an enforcement action, DPS/THSSAA will provide Sub-recipient an opportunity for a hearing, appeal, or other administrative proceeding to which Sub-recipient is entitled under any statute or regulation applicable to the action involved.

The costs of Sub-recipient resulting from obligations incurred by Sub-recipient during a suspension or after termination of this Grant are not allowable unless DPS/THSSAA or DHS expressly authorizes them in the notice of suspension or termination or subsequently. Other Sub-recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

1. The costs result from obligations which were properly incurred by Sub-recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and

2. The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Sub-recipient from being subject to "Debarment and Suspension" under E.O. 12549. 44 C.F.R. §13.35.

25. Conflict of Interest

No employee, officer or agent of Sub-recipient shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, is involved or otherwise creates the appearance of impropriety.

26. Closing of this Grant

A. DPS/THSSAA will close a sub-award after receiving Sub-recipient's final quarterly performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to award modifications and payments. If the close out review and reconciliation indicates that Sub-recipient is owed additional funds, DPS/THSSAA will send the final payment automatically to Sub-recipient. If Sub-recipient did not use all the funds received, DPS/THSSAA will issue a GAN to recover the unused funds. Sub-recipient will return the funds to the DPS/THSSAA within 30 calendar days of receiving the GAN.

B. At the completion of Sub-recipient's performance period, DPS/THSSAA will de-obligate all uncommitted / unexpended funds.

C. The closeout of this Grant does not affect:

1. DHS or DPS/THSSAA's right to disallow costs and recover funds on the basis of a later audit or other review;

2. Sub-recipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;

3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and

4. Any other provisions of this Grant that impose continuing obligations on Sub-recipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

Please fill in the appropriate information and certify by signing below that you have read, understood, and agree to the terms of this Grant.

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

_____ _____

Signature of Authorized Official Date

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.

2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" "means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principles Regarding the Care and Use of Animals

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

Please fill in the appropriate information and sign to certify this Exhibit A.

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

_____ _____
Signature of Authorized Official Date

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.

2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the agreement.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters;(g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

Please fill in the appropriate information and sign to certify this Exhibit B, if applicable.

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

_____ _____
Signature of Authorized Official Date

Exhibit C

Certifications

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.

C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510 (Federal Certification). The Sub-recipient certifies that it and its principals and vendors:

1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Sub-recipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred.
2. Have not within a three-year period preceding this Grant 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;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
5. Where Sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification)

E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

F. Sub-recipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds, and Sub-recipient will require such compliance in any sub-grants or contract at the next tier.

G. Sub-recipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq. – which requires Sub-recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Sub-recipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Sub-recipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.

H. Sub-recipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

I. Sub-recipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.

J. Sub-recipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

Please fill in the appropriate information and sign to certify this Exhibit C.

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

_____ _____

Signature of Authorized Official Date

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of Sub-recipient, I certify that Sub-recipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Sub-recipient's governing body or of the Sub-recipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

2. Shall insure that all information collected, assembled, or maintained by the Sub-recipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.

3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Sub-recipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules if the Sub-recipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.

7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and sub-recipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section _.36 for additional guidance on contract provisions).

8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Sub-recipient shall also ensure that all program personnel are properly trained and aware of this requirement.

9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.

10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.

11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.>

18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.

22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at https://www.sam.gov/portal/public/SAM/.

25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Please fill in the appropriate information and sign to certify this Exhibit D.

Print Name of Authorized Official _____

Title _____

Sub-recipient Organization _____

_____ _____
Signature of Authorized Official Date

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

FEMA

May 13, 2015

Arturo Mendez
Texas Homeland Security State Administrative Agency
Texas Department of Public Safety
PO Box 4087
Austin, TX 78773

RE: FY2014, OPSG OPS Order #15-RGVRGV-11-001 V0

Dear Mr. Mendez:

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

Hidalgo County has requested to expend $2,797,198.59 or 60 percent of its total FY 2014 Operation Stonegarden Grant Program allocation of $4,674,438 on operational overtime and related personnel costs.

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

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

Sincerely,

Brian E. Kamoie
Assistant Administrator for Grant Programs

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

OPSG Operations Order Worksheet

Date Received from the Field:	04/28/15
Date the Operations Order was Worked by OBP Ops:	04/29/15
Operations Order Number:	15-RGVRGV-11-001 Version 1
Operation start date:	10/01/2014

County:	Hidalgo
State:	Texas
Sector:	Rio Grande Valley

Does the OpOrder OT Request Exceed 50% of the award? (Letter is needed if OT is over 50% because of Price Act):	Yes
OT Justification Letter Attached?:	Yes
Vehicle Justification Letter?:	Yes
Date Forwarded to SPPA:	4/29/2015

Grant Year:	2014
FY Award Amount/Balance:	$0.00

Overtime:	$1,180,579.08
Fringe:	$218,020.25
Equipment:	$1,539,251.35
Fuel:	$0.00
Maintanence:	$0.00
Milelage:	$142,225.83
Travel:	$0.00
County M&A:	$26,768.22
Total	$3,106,844.73

NOTES: First OPSG V 1

Reviewed by: *Gonzalo Ortega OPO - Ops East/Central*

Op. approved by: *Eduardo Sanchez Acting Associate Chief STC - Ops East/Central*

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

NOTES:

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

Op Order Name: OPSG Texas Hidalgo FY14
Op Order Number: 15-RGVRGV-11-001 Version 1
Op Dates: **From:** 10/1/2014 **To:** 08/31/2016
Report Date: 04/22/2015

Executive Summary

The Sheriff's Office maintains a collaborative working relationship with all local, state, and/or federal authorities. The Hidalgo County Sheriff's Office (HCSO), as a participating entity with Operation Stonegarden (OPSG) 2014, with the assistance of the seventeen (17) participating law enforcement agencies will increase enforcement efforts along identified routes of ingress and egress to include (but not limited to) U.S. Highways, 107, 281, Interstates 69, 2, Expressway 83, FM 186, FM 490, and FM 681. Intelligence information, to include prior statistical data, indicates that these are the primary routes utilized by the criminal element to further their illegal entry and smuggling activities to locations within the United States. The Hidalgo County Sheriff's Office with the assistance of local law enforcement agencies as well as state and federal agencies if needed may participate in additional required operations. Operations may be coordinated with state, federal and local border security surge operations over an extended period of time. Agencies participating in the operation will deploy available ground, air, and maritime assets to conduct fixed and mobile patrols of access points to known trafficking corridors in the immediate vicinity of the Rio Grande River and surrounding areas. The participation of these agencies, made possible by funding through OPSG, will significantly impact the ability of criminal organizations to operate within the Rio Grande Valley Sector Area of Responsibility (AOR). The enhanced enforcement posture will strengthen border security by providing a stronger defense in depth mechanism.

I. SITUATION

A. General Situation:

Hidalgo County is located within the AOR of the Rio Grande Valley Sector, Weslaco and McAllen Border Patrol Stations. Hidalgo County is the eighth largest county in the State of Texas and consist of 1,571 square miles and shares approximately 75 miles of international border with Mexico jurisdiction including a number of ingress/egress routes that lead to and from the immediate southern international boundaries of the Rio Grande River border area. Additionally, the County's jurisdiction includes a number of Ports of Entries which include Progreso, Donna, Pharr, Hidalgo, Los Ebanos (manual ferry/barge crossing) and Mission. There are also numerous major thoroughfares such as U.S. Expressway 83 which runs parallel east and west along the Rio Grande River, U.S. 281 which

leads in and out of the County in a north and south direction plus numerous highly traveled arteries. Hidalgo County is located between Cameron County and Starr County and bordered by Brooks County and Willacy County to the North. Hidalgo County's population according to the 2010 U.S. Census was 797,810; rural population consists of over 237,000.
Hidalgo County Sheriff's Office consists of two major divisions, detention and law enforcement. The detention facility which houses 1,200 inmates is staffed by 360 certified detention officers, law enforcement division consist of 293 certified law enforcement personnel, combined total of 653. In addition, HCSO has a civilian support staff which consists of 155 personnel. Hidalgo County is unique in comparison with other counties within Texas. Hidalgo County consists of twenty local municipalities each having its own law enforcement agencies, plus four (precincts) Constables Offices. Hidalgo County Sheriff's Office currently has sixteen (16) LEAs participating in Operation Stonegarden 2013.

B. Terrain/Weather:

Hidalgo County is comprised of 1,571 square miles of the Rio Grande delta. The northern part of the county has sandy and light loam soils over deep reddish or mottled, clayey sub soils, in some areas limestone lies within forty inches from the surface. The southern part of the county has moderately deep loamy surfaces over clayey sub soils.

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

C. Criminal Element:

Organized Criminal elements both in Mexico and in United States use identified routes of ingress and egress through Hidalgo County to include U.S. Highways 107, 281, and Expressway 83, to further their criminal enterprise. Intelligence information, to include prior statistical data, indicates that these are the primary routes utilized by the criminal element to further their illegal entry and smuggling activities to locations throughout the United States.

D. Friendly Forces:

FEDERAL
- U.S. Border Patrol
- Homeland Security Investigations
- Federal Bureau of Investigation
- Drug Enforcement Administration

- Alcohol, Tobacco, Firearms, and Explosives
- U.S. Marshall's Service

STATE
- Texas Department of Public Safety
- Texas Parks and Wildlife

LOCAL
- Hidalgo County Sheriff's Office
- Hidalgo County Constable PCT 1
- Hidalgo County Constable PCT 2
- Hidalgo County Constable PCT 3
- Hidalgo County Constable PCT 4
- Alamo Police Department
- Donna Police Department
- Edinburg Police Department
- Hidalgo Police Department
- La Joya Police Department
- Mercedes Police Department
- Mission Police Department
- Palmview Police Department
- Peñitas Police Department
- Pharr Police Department
- San Juan Police Department
- Sullivan City Police Department
- Weslaco Police Department

II. MISSION

The mission of the Hidalgo County Sheriff's Office along with seventeen participating law enforcement agencies will be to provide an enhanced law enforcement visibility and capability within each LEA jurisdictional. This will substantially increase the probability of identification and/or apprehension of criminal elements operating within each LEA jurisdiction. The Sheriff's Office and seventeen participating LEA will accomplish this mission by working with identified agencies that include the U.S. Border Patrol, the Texas Department of Public Safety, and any other State or Federal law enforcement entities.

Funding obtained through OPSG 2014 will be utilized to accomplish a high visibility enforcement presence that will detect, deter and/or interdict criminal and terrorist activity occurring in and/around Hidalgo County. This will be accomplished through utilization of overtime as a force multiplier, operational cost such as fuel or mileage, and acquisition of specialized equipment and vehicles for this purpose.

III. EXECUTION

A. Management/Supervisor Intent:

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

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

B. General Concept:

Through OPSG 2014 approved funding, participating agencies will enhance their current deployment capabilities through expenditure of overtime and equipment acquisition. Deployment strategies will be adjusted based on intelligence information and historical data that supports the need for increased operations within certain areas of the county. Intelligence liaisons between the U.S. Border Patrol, Weslaco and McAllen Station and the participating agencies, will facilitate the exchange of information to ensure resource deployments are consistent with current and developing intelligence information. The Operation will center its efforts around the prevention, detection and interdiction of crimes and criminals who have a border security nexus. OSG does not authorize extension of Federal authority to State or local law enforcement agencies to enforce Federal immigration laws. When Federal immigration violations are encountered, state and local agencies may refer those violations to the Border Patrol for appropriate action.

C. Specific Responsibilities:

1. Hidalgo County Sheriff's Office (HCSO):

Increase law enforcement presence/patrol activity in the area surrounding Weslaco and McAllen Border Patrol Stations' Critical Transit Nodes (Expressway 83, Highway 281, and Military Highway 281). During OPSG 14 HCSO will provide eleven (11) uniformed deputies in marked vehicles to actively patrol US Expressway 83, Highway 281, Military Highway 1016, FM 492, Loop 374, FM 886, FM 2221, State Highway 107, FM 1925 and corridors between the Border Patrol checkpoints and border egress routes including, FM 907, FM 2812, FM 681, FM 1015, FM 491, FM 88, FM 493, FM 186, FM 1017, and FM 490.

HCSO will have the eleven (11) uniformed deputies to enforce state law and local ordinances against violators in the target areas to help reduce criminal activity associated with drugs, humans, weapons and U.S. Currency smuggling and any and all criminal activity that places U.S. citizens and all persons within Hidalgo County at risk of endangerment.
In order support the deputies on the field, HCSO will have one (1) Communications officer to assist in dispatching field deputies in regards to Stonegarden operations.

HCSO will have one accountant and two administrative assistants which will assist in the management and administration of Stonegarden grant. One accountant at the Hidalgo County Auditors' Office will be assigned to work on the management and administration of the Stonegarden grant.

2. Hidalgo County Constable Precinct 1:

Increase law enforcement presence/patrol activity in the area surrounding Weslaco and McAllen Border Patrol Stations' Critical Transit Nodes (Expressway 83, FM 1015, FM 491 and Military Highway 281). During OPSG 14 Hidalgo County Precinct 1 Constable's Office will provide eight (8) uniformed deputies in marked vehicles to actively patrol the Precinct 1 area and will assist the Hidalgo County Sheriff's Office to patrol the 75 miles of US/ Mexico Border on an as needed basis.

3. Hidalgo County Constable Precinct 2:

Increase law enforcement presence/patrol activity in the area surrounding Weslaco and McAllen Border Patrol Stations' Critical Transit Nodes (Expressway 83, Highway 281, and Military Highway 281). During OPSG 14 Hidalgo County Precinct 2 Constable's Office will provide ten (10) uniformed deputies in marked vehicles to actively patrol the Precinct 2 area and will assist the Hidalgo County Sheriff's Office to patrol the US/Mexico Border.

4. Hidalgo County Constable Precinct 3:

Increase law enforcement presence/patrol activity in the area surrounding Weslaco and McAllen Border Patrol Stations' Critical Transit Nodes (Expressway 83, Highway 281, and Military Highway 281). During OPSG 14 Hidalgo County Precinct 3 Constable's Office will provide twelve (12) uniformed deputies in marked vehicles to actively patrol the Precinct 3 area and will assist the Hidalgo County Sheriff's Office to patrol the US/ Mexico Border that is in the Precinct 3 area.

5. Hidalgo County Constable Precinct 4:

Hidalgo County Constable Precinct 4 will participate in the daily operations, goals and objectives set forth within the operational plan of Operation Stonegarden. During OPSG 14 Hidalgo County Precinct 4 Constable's Office will provide nine (9) uniformed deputies in marked vehicles to actively patrol the Precinct 4 area and assist the Hidalgo County Sheriff's Office in their efforts to meet the goals of OPSG 14.

6. Alamo Police Department:

The Alamo Police Department will participate in the daily operations, goals and objectives set forth within the operational plan of Operation Stonegarden. The Alamo Police Department will have one (1) officer working four days a week which will aggressively patrol its area of responsibility focusing on illegal immigrant smuggling and narcotics trafficking in efforts to curb and/or eliminate criminal activity. The Alamo Police Department will also cooperate with local, state and federal agencies and share criminal intelligence gathered throughout the operational period.

7. Donna Police Department:

The Donna Police Department will participate in the daily operations, goals and objectives set forth within the operational plan of Operation Stonegarden. Donna P.D. on a weekly basis will have a total of four (4) officer's patrol the 12 miles of US/Mexico border. These officers will protect the citizens of the US and Hidalgo County against those who enter into the US with the sole purpose of engaging in criminal activities.

8. Edinburg Police Department:

The Edinburg Police Department will increase law enforcement in areas identified as alien smuggling and/or drug smuggling routes within the City of Edinburg. Edinburg Police Department will have a total of three (3) officers working six hours a day under this operational plan. Edinburg has over 14 miles of US Hwy 281 which has been identified as one of the major smuggling routes in the country, with illegal aliens and drugs going north and illicit monies and weapons coming south. OPSG 14 will be utilized by the Edinburg Police Department to disrupt criminal activities along, and surrounding the US Hwy 281 corridor. This is to include roads that feed US Hwy 281, such as Bus. Hwy 281 (Closner Blvd.), State Hwy 107 (University Dr), FM 1925 (Monte Cristo Rd), etc; ancillary roads such as Mon Mack Rd, McColl Rd, FM 3420 (Jackson Rd), FM 1426 (Raul Longoria Rd), etc. and any other locations that are identified through investigation as being used for smuggling activities. Officers will be enforcing state and local laws.

9. Hidalgo Police Department:

The Hidalgo Police Department will increase law enforcement presence/patrol activity in the area surrounding the Hidalgo POE and border egress routes within the city. Hidalgo Police Department will enforce state law and local ordinances against violators in the target area to help reduce criminal activity associated with alien and drug smuggling. Hidalgo Police Department will provide three (3) uniformed officers in marked vehicles (i.e. patrol units, all-terrain vehicles, bicycles, etc.) to actively patrol border egress routes in Spur 115, SH336, US Military 281, and McColl Road, Jackson Road.

10. La Joya Police Department:

The La Joya Police Department estimates that officers may work from a minimum of one officer to two officers per shift of overtime enforcement. All certified peace officers from the rank of Chief would be eligible to participate in Operation Stonegarden. This overtime would act as a force multiplier for the La Joya Police Department and would greatly increase border security. The La Joya Police Department will have a total of eleven (11) Officers set at different times which will patrol the city of La Joya during the participation of Operation Stonegarden. These units will be very visible and will address human and narcotic smuggling through the city and will provide assistance to any participating agency requesting assistance.

11. Mercedes Police Department:

Mercedes Police Dept. will participate in the daily operations, goals and objectives set forth within the operational plan of Operation Stonegarden. Mercedes P.D., on a weekly basis, will have a total of two (2) Mercedes Officers patrol corridors leading from the US/Mexico border and into town along with the 11.2 square miles of jurisdiction within the city limits of Mercedes. These officers will protect the citizens of the US, the city of Mercedes, and Hidalgo County against those who enter into the US with the sole purpose of engaging in criminal activities.

12. Mission Police Department:

Mission Police Department will curtail illegal activities in their community, especially along the eighteen (18) miles of jurisdiction bordering Texas/ Mexico border along the Rio Grande River, and their port of entry (Anzalduas International Bridge). One of the main purposes of this operation is to reduce the threat of border incursions, which include drug trafficking and human smuggling, among other increases in border violence. The Mission

Police Department estimates that six (6) officers will work this operational plan. Their efforts to obtain these objectives will be by increasing law enforcement presence and special operations on routes of border egress within the City of Mission and ultimately to deter crime in our community.

13. Palmview Police Department:

The Palmview Police Department will participate in the daily operations, goals and objectives set forth within the operational plan of Operation Stonegarden. The Palmview Police Department will aggressively patrol its area of responsibility by placing twenty (20) officers focusing on illegal immigrant smuggling and narcotics trafficking in efforts to curb and/or eliminate criminal activity. The Palmview Police Department will also cooperate with local, state and federal agencies and share criminal intelligence gathered throughout the operational period.

14. Peñitas Police Department:

Peñitas Police Dept. will participate in the daily operations, goals and objectives set forth within the operational plan of Operation Stonegarden. Peñitas P.D., on a daily basis, will have a total of two (2) officers patrol the US/Mexico border that is within their jurisdiction. These officers will protect the citizens of Hidalgo County against those who enter into United States with the sole purpose of engaging in criminal activities.

15. Pharr Police Department:

Pharr Officers have seen an increase in border violence in the neighboring Mexico cities of Reynosa and Rio Bravo. Numerous sources indicate that there have been gun battles and casualties between various Drug Trafficking Organizations (DTO's). Because of the proximity and direct access to the U.S. via the Pharr Port of Entry (POE), the realization of a Mexican incursion is a possibility. The public areas surrounding the Pharr POE provide platforms, which may facilitate this type of incursion. The Pharr POD has become a nexus for DTO's for narcotic and human smuggling organizations, due to its vital commercial route that DTO's have tried to exploit and use to their advantage. The Pharr Police Department will be able to increase and provide law enforcement presence by placing twenty (20) officers throughout the duration of Operation Stonegarden. The overtime and specialized equipment will be utilized to serve and protect the citizens of the United States and the City of Pharr from those criminal minded illegal immigrants who enter the U.S. for the sole purpose of committing criminal acts.

16. San Juan Police Department:

The San Juan Police Department (SJPD) will reduce threat of border incursions and exercise risk management in relation to anti-smuggling efforts by increasing law enforcement presence and special operations on routes of border egress in the Weslaco Station AOR. San Juan Police Department will utilize Stonegarden funding for overtime and equipment in order to increase law enforcement presence/patrol activity in the area surrounding Weslaco Station' Critical Transit Nodes (Expressway 83, FM 1426). SJPD will not enforce Title 8 (US Immigration law). SJPD will enforce state law and local ordinances against violators in the target area to help reduce criminal activity associated with alien and drug smuggling. SJPD will provide four (4) uniformed officers in marked vehicles to actively patrol the Expressway 83, North and South FM 1426, South Stewart Road, Military Hwy 281, Cesar Chavez Road and "I" road. Officers and police vehicles assigned to this operation will concentrate in the above mentioned target areas with the goal of enforcing state laws such as, but not limited to, intercepting illegal drugs and other anti-smuggling efforts. The overtime would act as a force multiplier for the SJPD and would greatly increase border safety and security.

17. Sullivan City Police Department:

The Sullivan City Police Department will participate in the daily operations, goals and objectives set forth within the operational plan of Operation Stonegarden. The Sullivan City Police Department will aggressively patrol its area of responsibility by placing nine (9) uniformed officers to focus on illegal immigrant smuggling and narcotics trafficking in efforts to curb and/or eliminate criminal activity. The Sullivan City Police Department will also cooperate with local, state and federal agencies and share criminal intelligence gathered throughout the operational period.

18. Weslaco Police Department:

The City of Weslaco Police Department will consistently participate in the daily operations, goals and objectives set forth within the operational plan for Operation Stonegarden. The City of Weslaco Police Department, on a scheduled daily basis, will contribute the deployment of two (2) Police Officers and one (1) Lieutenant-level Officer for a total of three (3) officers to patrol the 1,241 miles of the Texas / Mexico Border along the Rio Grande River and assist within the 1,600 square-mile jurisdiction within Hidalgo County, Texas if need be. These Officers will protect the citizens of the U.S. and Hidalgo County against those who enter into U.S. sovereign territory with the purpose of engaging in criminal activities. These Officers also will coordinate with other agencies, including the Hidalgo County Sheriff's Office, to effectively promote the safety and welfare of the citizens of the City of Weslaco and Hidalgo County, Texas.

D. Coordinating Instructions:

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

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

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

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

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

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

• Statistically tracked events such as traffic stops, citations, misdemeanor/felony arrests, and contraband seizures in OPSG target areas

• Intelligence evaluation of OPSG effect on targeted criminal organizations and their activities
• Third party indicators ascertained via crime statistical analysis and community impact data developed by the participating agency.

IV. ADMINISTRATION/LOGISTICS

A. Cost Estimates/Funding Issues:

A.1 Cost Estimates/Funding Requests

Historical Data V0

Hidalgo County, TX Total FY 2014 OPSG Total Grant Award: $4,674,438.00				
	Administration/ Logistics/Budget	**Narrative Justification (Computation of Items)**		**Federal Request**
	Overtime and Fringe	Overtime and Fringe Total		**$2,797,198.59**
	Law Enforcement Operational Overtime	**Hidalgo County Sheriff's Office (HCSO) and Friendly Forces Total =**		**$2,361,158.14**
	Fringe Benefits for Law Enforcement	**Hidalgo County Sheriff's Office (HCSO) and Friendly Forces Total =**		**$436,040.45**
	Equipment (Provide AEL #)	**Equipment Total**		**$1,539,251.35**
		General Equipment	N/A	**$1,539,251.35**
		Special Equipment	N/A	$0.00
		Vehicles, Watercraft, other type of vehicles	N/A	$0.00
		Regional Capability Building equipment	N/A	$0.00
	Vehicles	**Fuel Cost**	N/A	$0.00
		Maint. Cost	N/A	$0.00
		Mileage Cost	**Hidalgo County Sheriff's Office (HCSO) and Friendly Forces Total =**	**$284,451.62**
	Travel, Lodging, and Per diem		**N/A**	**$0.00**
	County M&A			**$53,536.44**
			Total Funding Cost	**$4,674,438.00**

Cost Estimates Phase 2:

General Cost:	$ 142,225.79
OT Cost:	$1,425,367.48
Total Cost:	$1,567,593.27

TOTAL PHASE 1 AND 2

General Cost:	$ 1,823,702.97
OT Cost:	$ 2,850,735.03
Total Cost:	$ 4,674,438.00

B. Travel:

Not Applicable

C. Lodging:

Not Applicable

D. Reception of Detailed Personnel:

Not Applicable

E. Uniform and Equipment:

Not Applicable

F. Special Equipment:

See Cost Estimates/Funding Issues

G. Alien Processing:

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

H. Medical:

Medical emergencies will be coordinated as per the County's safety protocol.

I. Detention/Transportation:

Alien detention and transportation will be coordinated with the Border Patrol.

J. Vehicles:

State and local law enforcement vehicles will be used in support of this operation. Fuel, mileage, and maintenance costs may be reimbursed in whole or in part for those vehicles utilized in OPSG related operations.

V. COMMAND/CONTROL/COMMUNICATION

A. Chain of Command:

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

1.	Border Patrol	CPA Kevin W. Oaks	956-289-4800
2.	HCSO	Sheriff J.E. "Eddie" Guerra	956-383-8114
3.	HC PCT 1	Constable Celestino Avila	956-447-3775
4.	HC PCT 2	Constable Martin Cantu	956-784-3510
5.	HC PCT 3	Constable Larry Gallardo	956-581-6800
6.	HC PCT 4	Constable Atanacio " J.R." Gaitan	956-383-8560
7.	Alamo P.D.	Chief Arturo Espinoza	956-787-1454
8.	Donna P.D.	Chief Ruben De Leon	956-464-4481
9.	Edinburg P.D.	Chief Rolando Castaneda	956-383-7411

10. Hidalgo P.D.	Chief Rodolfo Espinoza	956-843-2737
11. La Joya	Chief Geovani Hernandez	956-585-4855
12. Mercedes P.D.	Chief Olga Maldonando	956-565-3102
13. Mission P.D.	Chief Robert Dominguez	956-584-5000
14. Palmview P.D.	Chief Chris R. Barrera	956-581-7416
15. Peñitas P.D.	Chief Roel Bermea	956-583-0050
16. Pharr P.D.	Chief Ruben Villescas	956-787-8546
17. San Juan P.D.	Chief Juan Gonzalez	956-787-9904
18. Sullivan City P.D.	Chief Miguel Martinez	956-485-9208
19. Weslaco P.D.	Interim Chief Sergio Ramirez	956-968-8591

B. Unit Command:

RGV Sector Headquarters (956) 289-4800
CPA Kevin Oaks
ACPA Robert L. Carr

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

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

C. Communication Details:

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

D. Map Coordinates:

Notes: Hidalgo County is located in the southern district of Texas and is bordered by Cameron County on the east, Brooks County on the North, Starr County on the West and Mexico to the south. Hidalgo County is the eighth (8th) largest county in Texas. Hidalgo County is 1,571 square miles, and shares 75 miles of international border with Mexico. Its elevation ranges from forty (40) to two hundred (200) feet. The center point of the county is as follows:

	Longitude	Latitude
Degrees : Minutes : Seconds	98 : 19 : 57	26 : 28 : 15
Decimal	-98.33246	26.47073

Location Zone: Hidalgo County

ANNEX

A. Administration Annex:

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

enhancement efforts along the U.S./Mexico border. In all undocumented alien detentions and apprehensions as a result of smuggling and contraband cases we will coordinate in partnership with the RGV Border Patrol Station or DEA Office as to the disposition of the individuals for processing by the appropriate agency.

Frago #1 (Tactical Period #1)
Hidalgo County is requesting release of 1st Tactical Period funds to conduct operations within the Rio Grande City Border Patrol Station Area of Operations.
Tactical Period 1: October 01, 2014 through August 31, 2015

Hidalgo County, TX Total FY 2014 OPSG FRAGO 1 Grant Award: $3,106,844.73				
	Administration/ Logistics/Budget	**Narrative Justification (Computation of Items)**		**Federal Request**
	Overtime and Fringe	Overtime and Fringe Total		$1,398,599.33
	Law Enforcement Operational Overtime	**Hidalgo County Sheriff's Office (HCSO) and Friendly Forces Total =**		**$1,180,579.08**
	Fringe Benefits for Law Enforcement	**Hidalgo County Sheriff's Office (HCSO) and Friendly Forces Total =**		**$218,020.25**
	Equipment (Provide AEL #)	**Equipment Total**		**0.00**
		General Equipment	N/A	**$1,539,251.35**

		Special Equipment	N/A	$0.00
		Vehicles, Watercraft, other type of vehicles	N/A	$0.00
		Regional Capability Building equipment	N/A	$0.00
	Vehicles	**Fuel Cost**	N/A	$0.00
		Maint. Cost	N/A	$0.00
		Mileage Cost	**Hidalgo County Sheriff's Office (HCSO) and Friendly Forces Total =**	**$142,225.83**
	Travel, Lodging, and Per diem		**N/A**	**$0.00**
	County M&A			**$26,768.22**
			Total Funding Cost	**$3,106,844.73**

Hidalgo County Sheriff's Office

12,311.228 Operational overtime hours @ avg. OT rate $35.87/hr.
Total overtime $441,603.75
Total fringe (OT x 22%) $97,152.83
(AEL 130.OS.01.OTSG)

1,114.781 Operational overtime hours (Communications Officer) @ avg. OT rate $24.59/hr.
Total overtime $27,412.46
Total fringe (OT x 22%) $6,030.74
(AEL 130.OS.01.OTSG)

M&A (Sheriff's Office/Auditors Office)
TOTAL M&A $26,768.22
(AEL 100-HF-01-GASB)

Mileage 130,611.11 miles X .560 per mile $73,142.22
(AEL 130FC.01MILE)

Eight (8) 2015 Chevrolet Tahoes or equivalent with police package to include: overhead emergency lighting, prisoner cages, computer/laptops, laptop stands, software, modem, shotgun mounts, in-car video camera system, radar and console placement @ $57,066.24 ea. $456,529.92
(AEL 21OS-01-EQUP)

HCSO Subtotal **$1,128,640.14**

Hidalgo County Constable PCT 1

512.9909 Operational overtime hours @ avg. OT rate $29.60
Total overtime $15,184.53
Total fringe (OT x 22%) $3,340.60
(AEL 130.OS.01.OTSG)

Mileage 7,033.07 X .560 per mile $3,938.52
(AEL 130FC.01MILE)

One (1) 2015 Fully Equipped Patrol
Vehicle $30,000.00
(AEL 21OS-01-EQUP)

One (1) Police package to include $25,072.71
police lighting, radar, camera system, gun racks,
cages, decals, radio and radar and console placement, etc.
(AEL 21OS-01-EQUP)

HC PCT 1 Subtotal **$77,536.36**

Hidalgo County Constable PCT 2

1,376.1177 Operational Overtime hours @ avg. OT rate $29.81/hr.
Total overtime $41,022.08
Total fringe (OT x 22%) $9,024.85
(AEL 130.OS.01.OTSG)

Mileage 4,380.47 X .560 per mile $2,453.07
(AEL 130FC.01MILE)

One (1) 2015 Chevrolet Tahoe or equivalent
(Fully equipped with police package to include:
overhead emergency lighting, prisoner cages,
computer/laptops, laptop stands, software, modem,
shotgun mounts, in-car video camera system, radar and
console placement) $45,000.00
(AEL 21OS-01-EQUP)

One (1) APX-radio (to be installed in vehicle) $7,000.00
(AEL 21OS-01-SPEC)

One (1) Panasonic tough book (to be installed in vehicle)$ 3,000.00
(AEL 21OS-01-SPEC)

One (1) Used Chevy Tahoe or equivalent $10,000.00
(AEL 21OS-01-EQUP)

HC PCT 2 Subtotal **$117,500.00**

Hidalgo County Constable PCT 3

1,259.900 Operational overtime hours @ avg. rate $31.51/hr.
Total overtime $39,699.45
Total fringe (OT x 22%) $8,733.88
(AEL 130.OS.01.OTSG)

Mileage 17,036.715 miles X .560 per mile $9,540.56
(AEL 130FC.01MILE)

Two (2) 2015 Fully Equipped Patrol Vehicles $ 64,000.00
(AEL 21OS-01-EQUP)

Two (2) full patrol packages @ $10,026.12 ea. $20,052.23
(AEL 21OS-01-EQUP)

HC PCT 3 Subtotal **$142,026.12**

Hidalgo County Constable PCT 4

1,152.1518 Operational overtime hours @ avg. OT rate $33.72/hr.
Total overtime $38,850.56
Total fringe (OT x22%) $ 8,547.12
(AEL 130.OS.01.OTSG)

Mileage 12,682.70 miles X .560 per mile $7,102.32
(AEL 130FC.01MILE)

One (1) 2015 Law Enforcement Patrol Vehicle
To include: overhead emergency lighting, communications

Radio, radar, computer/laptop, modem, shotgun/laptop
Mounts, camera system $51,000.00
(AEL 21OS-01-EQUP)

HC PCT 4 Subtotal $ 105,500.00

Alamo Police Department

660 Operational overtime hours @ avg. OT rate $30.00/hr.
Total overtime $19,800.00
Total fringe (OT x 20.26%) $4,011.48
(AEL 130.OS.01.OTSG)

Mileage 5,840 miles X .560 per mile $3,270.40
(AEL 130FC.01MILE)

Two (2) Used Chevrolet Tahoe or equivalent
to include emergency equipment:
emergency lights, siren, cages, lap top
mount, mobile radio, video system and graphics. $25,836.24
(AEL 21OS-01-EQUP)

Alamo Subtotal $52,918.12

Donna Police Department

936.095 Operational overtime hours @ avg. OT rate $24.63/hr.
Total overtime $23,056.02
Total fringe (OT x16.49%) $3,801.94
(AEL 130.OS.01.OTSG)

Mileage 5,538 miles X .560 per mile $3,101.28
(AEL 130FC.01MILE)

One (1) 2015 Ford Explorer Unit or equivalent
With police package installed $40,081.53
(AEL 21OS-01-EQUP)

Donna Subtotal $70,040.77

Edinburg Police Department

1,512 Operational overtime hours @ avg. OT rate $45.00/hr.

Total overtime	$68,040.00
Total fringe (OT x 25.72%)	$17,499.89
(AEL 130.OS.01.OTSG)	
Mileage 25,949.15 miles X .560 per mile	$14,531.52
(AEL 130FC.01MILE)	
Two (2) 2015 Ford Explorer or equivalent @ $28,974.00 ea.	$57,948.00
(AEL 21OS-01-EQUP)	
Two (2) full patrol packages to include: police radio, stripe kit, center console for radio, overhead lights and siren, coban in car video system, radar unit, rifle rack, push bumper, and installation @ $20,954.59 ea.	$41,909.18
(AEL 21OS-01-EQUP)	
Edinburg Subtotal	**$ 199,928.59**

Hidalgo Police Department

3,203.728 Operational overtime hours @ avg. OT rate $20.88/hr.	
Total overtime	$66,893.84
Total fringe (OT x21.98%)	$14,703.27
(AEL 130.OS.01.OTSG)	
Mileage 21,840 miles X .560 per mile	$12,230.40
(AEL 130FC.01MILE)	
One (1) 2015 Ford F-150 Crew cab or equivalent with police package to include: overhead emergency lighting, prisoner cages, computer/laptops, laptop stands, software, modem, shotgun mounts, in-car video camera system, radar and console placement	$45,095.00
(AEL 21OS-01-EQUP)	
One (1) SkyCop Surveillance Systems	$67,250.00
Solar power with day/thermal cams	
(AEL 21OS-01-SPEC)	
Hidalgo Subtotal	**$206,172.51**

La Joya Police Department

925.3586 Operational overtime hours @ avg. OT rate $23.76/hr.	
Total overtime	$21,986.52
Total fringe (OT x 16.45%)	$3,616.78
(AEL 130.OS.01.OTSG)	
Mileage 4,726.24 miles X .560 per mile	$2,646.70
(AEL 130FC.01MILE)	
Two (2) APX 6000 P25 Portable Radios @ $6,250.00 each	$12,500.00
(AEL 21OS-01-SPEC)	
One (1) 2015 Chevrolet Tahoe or equivalent with police package	$31,000.00
Including: rear partitions, console, emergency lights and siren,	
Push bumper, watch guard 4RE dash camera, decals, and radar	
(AEL 21OS-01-EQUP)	
La Joya Subtotal	**$71,750.00**

Mercedes Police Department

904.902 Operational overtime hours @ avg. OT rate $32.24/hr.	
Total overtime	$29,174.04
Total fringe (OT x 31.51%)	$9,192.74
(AEL 130.OS.01.OTSG)	
Mileage 6,637.20 miles X .560 per mile	$3,716.84
(AEL 130FC.01MILE)	
One (1) new 2015 police package Chevy Tahoe or equivalent	$64,934.78
to include: graphics, console with accessories and	
mounting equipment, emergency lighting, radar unit,	
mobile DVR system, push bumper, siren, siren speaker,	
gun rack and rear storage organizer, computer/laptop,	
dual band radio, Whelen light bar, siren speaker, siren box	
and controller	
(AEL 21OS-01-EQUP)	
One (1) Steiner Military Binoculars @ $899.99	$898.00
(Difference of $1.99 to be paid with City funds)	
(AEL 21OS-01-SPEC)	
Mercedes Subtotal	**$107,916.40**

Mission Police Department

2,016.041 Operational overtime hours @ avg. OT rate $35.83/hr.	
Total overtime	$72,234.75
Total fringe (OT x 19.41%)	$14,020.76
(AEL 130.OS.01.OTSG)	
Mileage 11,700 miles X .560 per mile	$6,552.00
(AEL 130FC.01MILE)	
One (1) Fully equipped 2015 police vehicle to include: anti-theft device, radar, L3 Comm. Mobile Vision PCS Mobile-Panasonic laptop, police safety package to include: red/blue overhead light bars, siren, cage, plexi-glass partition, push bars, police radio, weapon mount, rear seat, emergency side lights	$60,445.00
(AEL 21OS-01-EQUP)	
Four (4) Off-Road Vehicles (ATV) @ $10,500 ea.	$42,000.00
(AEL 21OS-01-SPEC)	
Two (2) enclosed trailers to carry ATV's @ $5,500.00 ea.	$11,000.00
(AEL 21OS-01-SPEC)	
Four (4) Full face helmets @ $155.00 ea.	$620.00
(AEL 21OS-01-SPEC)	
Three (3) Glove sets @ $40.00 ea.	$120.00
(AEL 21OS-01-SPEC)	
Four (4) Goggles @ $50.00 ea.	$200.00
(AEL 21OS-01-SPEC)	
Mission Subtotal	**$ 207,192.51**

Palmview Police Department

1,125 Operational overtime hours @ avg. OT rate $36/hr.	
Total overtime	$40,500.00
Total fringe (no fringes being claimed)	$ 0.00
(AEL 130.OS.01.OTSG)	
Mileage (no mileage being claimed)	$0.00
(AEL 130FC.01MILE)	

One (1) FLIR Thermal Image Monocular @ $7,139.00 $5,985.00
(Difference of $1,154.00 to be paid with City funds)
(AEL 210S-01-SPEC)

Two (2) ATV's 2014 Outlander 1000 Max w/ accessories $28,315.00
@ $30,780.35 total
(Difference of $2,465.35 to be paid with City funds)
(AEL 21OS-01-SPEC)

Fourteen (14) Mobile Data terminal installation of AVL
Software for patrol fleet @ $10,475 $9,700.00
(Difference of $775.00 to be paid with City funds)
(AEL 04AP-07-INVN)

Palmview Subtotal **$84,500.00**

Peñitas Police Department

1,460 Operational overtime hours @ avg. OT rate $21.51/hr.
Total overtime $31,404.60
Total fringe (OT x 7.65% FICA only being claimed) $2,402.45
(AEL 130.OS.01.OTSG)

Mileage (no mileage being claimed) $0.00
(AEL 130FC.01MILE)

One (1)2015 Chevrolet Tahoe PPV or equivalent
Fully equipped to include:
Fleet Safety Equipment (lights, sirens, cage, etc.) and
One safety vision camera (to be installed in vehicle) $46,073.56
(AEL 21OS-01-EQUP)

Peñitas Subtotal **$79,880.61**

Pharr Police Department

2,720 Operational overtime hours @ avg. OT rate $33.00/hr.
Total overtime $89,760.00
Total fringe (no fringes being claimed) $0.00
(AEL 130.OS.01.OTSG)

Mileage (no mileage being claimed) $0.00
(AEL 130FC.01MILE)

Equipment /Technology
One (1) Skywatch Tower (Sentinel) equipped with
4 thermal sensitive cameras, a high power spot light,
With several sensors in/and around the platform tower $113,218.00
(AEL 21OS-01-SPEC)

One (1) Diesel generator (permanent, attached and secured
to skybox, not construction) $7,262.00
(AEL 21OS-01-SPEC)

Pharr Subtotal **$210,240.00**

San Juan Police Department

1,080.06 Operational overtime hours @ avg. OT rate $30.61/hr.
Total overtime $33,060.63
Total fringe (OT x 12.8%) $4,231.77
(AEL 130.OS.01.OTSG)

Mileage (no mileage being claimed) $0.00
(AEL 130FC.01MILE)

One (1) 2015 fully equipped Chevy Silverado
Crew cab LT or equivalent $32,577.00
(AEL 21OS-01-EQUP)

One (1) 2015 fully equipped Dodge Durango or equivalent $ 38,981.00
(AEL 21OS-01-EQUP)

One (1) Tool box and cover $3,857.20
(AEL 21OS-01-SPEC)

San Juan Subtotal **$112,707.60**

Sullivan City Police Department

1,349.693 Operational overtime hours @ avg. OT rate $20.72/hr.
Total overtime $27,965.63
Total fringe (OT x 7.65%FICA only being claimed) $2,139.37
(AEL 130.OS.01.OTSG)

Mileage (no mileage being claimed) (AEL 130FC.01MILE)	$0.00
One (1) 2015 Police Cruiser with Police Package or equivalent To include: Inner interior lightbar, liberty lightbar, Headlight/taillight flasher, LED spotlight, speaker, Siren light controller, TAD8 Traffic Advisor, ETC. (AEL 21OS-01-EQUP)	$39,790.00
Sullivan City Subtotal	**$ 69,895.00**

Weslaco Police Department

1,248.06 Operational overtime hours @ avg. OT rate $42.41/hr.	
Total overtime	$52,930.22
Total fringe (OT x 18.08%) (AEL 130.OS.01.OTSG)	$9,569.78
Mileage (no mileage being claimed) (AEL 130FC.01MILE)	$0.00
Weslaco Subtotal	**$62,500.00**

Cost Estimates Phase 1:

General Cost:	$1,681,477.18
OT Cost:	$ 1,425,367.55
Total Cost:	$3,106,844.73

B. Execution Annex:

If funded the Hidalgo County Sheriff Office and 17 participating friendly forces/police department will execute a Memorandum of Understanding to ensure and document the

commitment on the part of each agency to work in partnership with the U.S. Customs and Border Protection in implementing the following three major objectives:

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

C. Communication Annex:

The Hidalgo County Sheriff Office and 17 participating friendly forces/police department have built partnerships with HSI, Drug Enforcement Administration, F.B.I., Texas Department of Public Safety and High Intensity Drug Trafficking Task Force. HCSO and local participating Friendly Forces/LEA., working together in a collaborative effort on preventing, controlling, and reducing violent and drug-related activities in the last 30 years. More importantly, we are vigorously involved with numerous organizations for community revitalization that has made a tremendous impact in the community by leveraging and securing additional local, state, federal, private and public funds in the past.

Media Action Plan:

RGV has the lead on all Public Affairs activities. Each participating agency must coordinate all public affairs activities with the RGV Public Affairs Office. All Border Patrol inquiries will be directed to the RGV Public Affairs Office (956) 289-4990.

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

Legal Review:

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

Risks:

No risks have been associated with this Op Order.

Photos:

Filename: Hidalgo County
Caption:

Hidalgo County, Texas

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

January 13, 2015

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

Re: 2014 Operation Stone Garden Program (OSGP) Overtime Waiver Request – Hidalgo County

Dear Mr. Walz:

The Hidalgo County Sheriff's Office requests a waiver by the Federal Emergency Management Agency Administrator of the 50 percent (50%) personnel cap overtime limit on the 2014 OPSG Grant. The intent of this request is to continue our coordinated efforts with Federal, State, and Local law enforcement agencies and make the greatest impact in the joint mission to secure the United States International southern boundaries. Due to increasing acts of violence within the US/Mexican border areas, the Texas Homeland Security State Administrative Agency (THSSAA) has allocated 2014 OPSG grant funds to the Hidalgo County Sheriff's Office and its sub-recipients to increase law enforcement presence within identified active areas and at Port of Entries.

The purpose of this letter is to request waiver of the 50 percent (50%) personnel cap and allow the Hidalgo County Sheriff's Office and its sub-recipients to expend up to 61% (rounded) ($2,850,735.03) of the total $4,674,438.00 2014 OPSG funds on law enforcement personnel overtime cost. A waiver of the overtime limit will provide the Hidalgo County Sheriff's Office and its sub-recipients with the flexibility to allocate resources to enhance collaboration between Federal, State and Local law enforcement agencies on the border and to increase our capabilities to prevent, protect and respond to border security threats and issues.

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

Thank You in advance for your consideration to our request.

Sincerely,

J.E. "Eddie" Guerra
Hidalgo County Sheriff

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

October 30, 2014

United States Department of Homeland Security
Federal Emergency Management Agency
Grants Program Directorate, Grants
800 K Street, NW Suite 5035
Washington, DC 20531

RE: Equipment Justification for Hidalgo County 2014 Operation Stonegarden

Dear Grants Program Directorate:

The Hidalgo County Sheriff's Office (HCSO) along with seventeen (17) participating law enforcement agencies will participate in the Operation Stonegarden 2014 grant. Hialgo County received an amount of $ 4,674,438.00 and is requesting permission to utilize $180,468.00 of the awarded amount for the procurement of specialized equipment.

The Hidalgo Police Department and Pharr Police Department, in an effort to achieve and sustain the mission, goals, and objectives set forth within the Operation Stonegarden operational plan in securing our southern boundaries, are requesting the purchase of specialized equipment. The Hidalgo Police Department is requesting the purchase of one (1) SkyCop surveillance system with a purchase price of $67,250.00 and Pharr Police Department is requesting the purchase of one (1) Sky Watch Tower (Sentinel) with a purchase price of $113,218.00.

Hidalgo Police Department	One (1)Sky Cop Surveillance System	$67,250.00
Pharr Police Department	One (1) SkyWatch Tower (Sentinel)	$113,218.00
Total Equipment:		$180,468.00

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

The Sky Cop surveillance system Hidalgo Police Department is seeking to purchase will be set up strategically along international boundaries which are deemed problematic areas. The SkyCop system will enable HPD personnel communication officers to monitor from remote site live activity during day or night time hours. This will allow both HPD and BP ground troops to be proactive and respond to the threat as it is getting organized. HPD will be able to monitor and track their movements with thermal imagery in efforts to secure our U.S. boundaries from the criminal minded or the illegal immigrants attempting to gain entry unto U.S. soil with the purpose of engaging in criminal activity. The Sky Cop surveillance system will be used to assist Border Patrol with Stonegarden operations.

The Pharr Police Department is seeking to purchase a Sentinel Sky Watch Tower which is designed to give an officer a line of sight of over 24 feet and/or two stories high, the tower will be equipped with 4 thermal sensitive cameras, a high power spot light with several sensors in/and around the tower, etc. The Sky Tower is a portable system and can be rapidly moved to (high-risk) crime areas and will monitor routes of egress leading from the Pharr International Bridge Port of Entry, Rio River connecting Mexico and US and 83/281 highway transportation corridors. The Sky Tower will enhance patrol for the duration of Operation Stonegarden.

Any questions, please call me at (956) 383-8114.

Sincerely,

J.E. "Eddie" Guerra
Hidalgo County Sheriff

Pharr Police Department

"Triple Crown City"

POLICE CHIEF
Ruben Villescas

February 25, 2015

United States Department of Homeland Security
Federal Emergency Management Agency
Grants Program Directorate, Grants
800 K Street, NW Suite 5035
Washington, DC 20531

Re: Equipment Justification for Pharr Police Department 2014 Operation Stonegarden

Dear Grants Program Directorate:

The Pharr Police Department in an effort to achieve and sustain the mission, goals and objectives set forth with Operation Stonegarden operational plan in securing our southern boundaries, are requesting the purchase of specialized equipment.

The Pharr Police Department is requesting the purchase of one (1) 7500 diesel generator valued at $7,262.00 to replace an older model generator currently been used in a 2002 model Skywatch Tower. The current generator is twelve (12) years old and the maintenance is exceeding the cost effectiveness of the item. The purchase of the new diesel generator would allow the Pharr Police Department to continue using an older model Skywatch Tower to enhance Operation Stonegarden operational plan.

The purchase would aide this department to reduce maintenance cost and continue having a fixed asset to monitor commercial parking lots, State and US corridors, and rural areas. This would allow the Pharr Police Department to prevent narcotic and human smuggling along the City of Pharr's southern border and at the Pharr Port of Entry.

Joel Robles
Asst. Chief of Police

Telephone (956)784-7700 ● Fax(956)781-9163 ● 1900 S. Cage Blvd. ● Pharr, Texas 78577
E-mail: ruben.villescas@pd.pharr-tx.gov ● www.pharr-tx.gov

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

October 30, 2014

United States Department of Homeland Security
Federal Emergency Management Agency
Grants Program Directorate, Grants
800 K Street, NW Suite 5035
Washington, DC 20531

RE: Used Vehicle Justification for Hidalgo County 2014 Operation Stonegarden

Dear Grants Program Directorate:

The Hidalgo County Sheriff's Office (HCSO) along with seventeen (17) participating law enforcement agencies will participate in the Operation Stonegarden 2014 grant. Hidalgo County received an awarded amount of $ 4,674,438.00 and is requesting permission to utilize $ 45,836.24 of the awarded amount for the procurement of used vehicles.

The Hidalgo County Constable's Precinct 2 and Alamo Police Department, in an effort to achieve and sustain the mission, goals, and objectives set forth within the Operation Stonegarden operational plan securing our southern boundaries, are requesting the purchase of used vehicles. The Constable's Precinct 2 is requesting the purchase of one (1) Used police package vehicle with a purchase price of $20,000.00 and Alamo Police Department is requesting the purchase of two (2) Used Chevrolet Tahoes or equivalent with police package @ $12,918.12 each.

HC PCT. 2	One (1) Used police package vehicle to include one APX radio and one Panasonic Toughbook	$20,000.00

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

Alamo Police Department	Two (2) Used Chevrolet Tahoes or equivalent w/ police package @ $12,918.12 each.	$25,836.24
Total Equipment:		$45,836.24

The used vehicle Precinct 2 is seeking to purchase will be used to increase law enforcement presence in designated areas during the Operation Stonegarden initiative. The vehicle will be marked and equipped with law enforcement package to include one APX radio as well as one Panasonic Toughbook. The vehicle will be used to assist Border Patrol with any Stonegarden operations.

Alamo Police Department is seeking to purchase two (2) Used Chevrolet Tahoes or equivalent with police package which will be used to enhance law enfrocement presence in the Alamo area. The vehicles will be marked with designated graphics, emergency equipment and grant identifying information. The units will also be used for the pursuit and apprehension of violators of criminal activ to include narcotics/human smuggling. The vehicles will be used to assist Border Patrol during Stonegarden should the need arise.

Any questions, please call me at (956) 383-8114.

Sincerely,

J.E. "Eddie" Guerra
Hidalgo County Sheriff

HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

October 30, 2014

United States Department of Homeland Security
Federal Emergency Management Agency
Grants Program Directorate, Grants
800 K Street, NW Suite 5035
Washington, DC 20531

RE: Vehicle Justification for Hidalgo County 2014 Operation Stonegarden

Dear Grants Program Directorate:

The Hidalgo County Sheriff's Office (HCSO) along with seventeen (17) participating law enforcement agencies will participate in the Operation Stonegarden 2014 grant. Hidalgo County received an awarded amount of $ 4,674,438.00 and is requesting permission to utilize $ 1,250,870.14 of the awarded amount for the procurement of new vehicles.

In retrospect Hidalgo County ranks as the eighth largest county in the state of Texas, encompassing one-thousand five hundred sixty nine (1,569) square miles and sharing approximately seventy five (75) miles of US/Mexico international border with the neighboring state of Tamaulipas, Mexico.

In a unified effort to bolster security measures, HCSO and seventeen (17) law enforcement agencies working collaboratively with state and federal agencies, have implemented a comprehensive operational plan that will enhance cooperation, coordination, and communications to secure the United States borders along routes of ingress to include, but not limited to, travel corridors, international water boundaries, and the un-developed colonias which serve as a safe haven for the criminal minded illegal immigrant(s).

Additionally, the participating agencies are vital to Operation Stonegarden in meeting the objectives and efforts in securing the southern borders and their perspective jurisdictions. These law enforcement agencies are requesting vehicles and specialized equipment which will enhance their

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

capabilities and responsibilities in and within the Rio Grande Valley Border Patrol Sector while participating in Operation Stonegarden. The participating agencies are requesting the following:

HCSO	Eight (8) - 2015 Chevrolet Tahoes or equivalent w/ police package @ $57,066.24 ea.	$456,529.92
HC PCT. 1	One (1) -2015 Chevrolet Tahoe or equivalent w/ police package	$55,072.71
HC PCT. 2	One (1)-2015 Chevrolet Tahoe or equivalent w/ police package	$45,000.00
HC PCT. 3	Two (2) 2015 Chevrolet patrol vehicles or equivalent w/ police package @ $42,026.12 ea.	$84,052.24
HC PCT. 4	One (1) 2015 law enforcement vehicle or equivalent w/ police package	$51,000.00
Donna Police Department	One (1) 2014 Ford Explorer or equivalent w/ police package	$40,081.53
Edinburg Police Department	Two (2) 2014 Ford Explorers or equivalent w/ police package @ $49,928.59 ea.	$99,857.18

Hidalgo Police Department	One (1) 2015 Ford F150 Crewcab or equivalent w/ police package	$45,095.00
La Joya Police Department	One (1) 2015 Chevrolet Tahoe or equivalent w/ police package	$31,000.00
Mercedes Police Department	One (1) 2015 Chevrolet Tahoe or equivalent w/ police package	$55,000.00
Mission Police Department	One (1) 2015 Police package vehicle	$60,445.00
Mission Police Department	Four (4) Off-Road Vehicles (ATV) @ 10,500.00 ea.	$42,000.00
Palmview Police Department	2 ATV's 2014 Outlander 1000 Max or equivalent w/ accessories	$28,315.00
Penitas Police Department	One (1) 2015 Chevrolet Tahoe or equivalent w/ police package	$46,073.56
San Juan Police Department	One (1) 2015 Chevy Silverado Crew Cab LT or equivalent w/ police package	$32,577.00

San Juan Police Department	One (1) 2015 Dodge Durango or equivalent w/ police package	$38,981.00
Sullivan City Police Department	One (1) Police Cruiser or equivalent w/ police package	$39,790.00
Total Equipment:		$1,250,870.14

The Hidalgo County Sheriff's Office is requesting to purchase eight (8) new law enforcement vehicles. The vehicles will be used for the purpose of increasing law enforcement throughout Hidalgo County for the duration of Operation Stonegarden. The HCSO deputies will patrol known trafficking corridors in the immediate vicinity of the Rio Grande River. The enhanced enforcement posture will strengthen border security by providing a stronger in depth defense mechanism.

The Hidalgo County Sheriff's Office and the seventeen (17) participating law enforcement agencies will utilize vehicles and specialized equipment to enhance capabilities and execute the responsibilities in accordance to the operational plan set forth in Operation Stonegarden 14 to secure our southern boundaries and respective jurisdiction within the Rio Grande Valley Sector.

Any questions, please call me at (956) 383-8114.

Sincerely,

J.E. "Eddie" Guerra
Hidalgo County Sheriff

SAN JUAN POLICE DEPARTMENT

2301 N. Raul Longoria ** San Juan, Texas 78589
(956) 223-2400

Operation Stone Garden

Sergeant Rolando Garcia
Special Operations
rgarcia@sanjuanpolice.com

Direct: (956)566-9337
Main: (956)223-2400 ext 2447
Fax: (956)783-3503

The San Juan Police Department established a Special Investigations unit (hereon referred to as SIU) consisting of Investigators who would be specially trained in the field of narcotics, money laundering, auto thefts, human smuggling among other fields. The investigators of the SIU division work closely with all levels of law enforcement to include the Texas Department of public safety, United States Border Patrol and HSI.

Investigators are tasked with conducting countless hours of surveillance to further enhance and aid in any of the above mentioned types of investigations at both the State and Federal levels. As such, specialized equipment such as unmarked vehicles that can blend into neighborhoods, business and public places are needed to produce cases. With the unmarked vehicles, SIU investigators can also patrol and monitor areas of known narcotics and human smuggling routes in San Juan, Texas. These routes are identified as Stewart road, Military road, Raul Longoria (Fm1426), Cesar Chavez, Veterans drive and Expressway 83. SIU investigators would work with the United States Border patrol and the uniformed division of the San Juan Police Department to call out suspicious vehicles and persons when encountered on the roadway or public parking areas.

The San Juan Police Department is requesting the following to equipment to meet the standards set forth in the grant.

Chevy Silverado Crew Cab LT at a cost of $32,577.00
Tool box and cover for the 2014 Chevy Silverado at a cost of $3,857.20
Dodge Durango at a cost of $38,981.00

The specialized equipment, specifically the tool box and cover on the Chevy Silverado, is essential for carrying and deploying surveillance equipment to locations where narcotics or persons are being kept and stored. The truck will also carry tools for Auto Theft inspections, stolen vehicles are often used to smuggle narcotics and persons throughout the valley. The auto theft equipment will be used in conjunction with police patrols and enforcement as well as when requested by the United States Border Patrol.

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

FEMA

FY2014 OPSG Approval Texas – Hidalgo15-RGVRGV-11-001 V1

May 14, 2015

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

Dear Mr. Mendez:

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

Operations Order No: 15-RGVRGV-11-001 V1
Fiscal Year: 2014
Amount Approved: $3,106,844.73
Operations Order Dates: 10/1/2014 to 8/31/2016
Recipient: Hidalgo County, Texas

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

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

Sincerely,

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

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

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

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

DATE: May 15, 2015
DEPARTMENT HEAD: Sheriff J.E. "Eddie" Guerra
DEPARTMENT NAME: Operation Stonegarden 2014
ACCOUNT NUMBER: 5-1284-421-00-280-047-7-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
5-1284-421-00-280-047-7-131	Overtime Pay	469,016.21
5-1284-421-00-280-047-7-220	FICA	35,879.74
5-1284-421-00-280-047-7-230	Retirement	49,856.42
5-1284-421-00-280-047-7-250	Unemployment Comp.	2,814.10
5-1284-421-00-280-047-7-260	Worker's Comp.	14,633.31
5-1284-421-00-280-047-7-310	Official/administrative services	26,768.22
5-1284-421-00-280-047-7-581	Travel in County	73,142.22
5-1284-421-00-280-047-7-752	Vehicles	456,529.92
	TOTAL APPROPRIATIONS	1,128,640.14
5-1284-331-12-280-047-7-000	OPERATION STONEGARDEN	1,128,640.14
	TOTAL REVENUES	1,128,640.14

REASON: **To appropriate budget for the FY2014 Operation Stonegarden Grant Phase I awarded by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA).**

Federal Grant Award #EMW-2014-SS-00029; SSA Award 14-SR-48215-01

Grant Period: September 1, 2014 to February 28, 2016

DEPARTMENT HEAD SIGNATURE / / **DATE**

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DEPARTMENT HEAD SIGNATURE

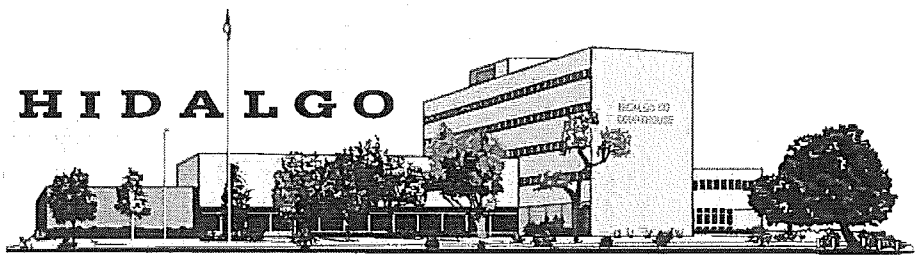
APPROVED COMMISSIONERS' COURT **ATT**

/ /

DATE

[EST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

May 18, 2015

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners' court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) passed through the Texas Department of Public Safety. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$3,106,844.73	Award No. EMW-2014-SS-00029 Operation Stone Garden Program (OPSG)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

5/19/15
Date

AI-49699 **Sheriff's Office** **11. C.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Ratification of submittal of initial application for the FY2015 Operation Stonegarden Grant with the Department of Homeland Security, Federal Emergency Management Agency (FEMA).

BACKGROUND

Grant period is for three (3) years. Proposed budget will include overtime, operational expenses, and equipment.

Deadline for submitting initial application was May 8, 2015.

Fiscal Impact

FISCAL YEAR: 2018 **ACCT. #:** 5-1284-421-00-280-047-X-XXX

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

BUDGETARY IMPACT:

Approval to apply for the FY2015 Operation Stonegarden Grant

No local match is required.

Attachments

OPSG 2015

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	05/15/2015 08:48 AM
Budget & Management	Veronica Ortiz	05/15/2015 08:58 AM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 05/14/2015 03:32 PM

Final Approval Date: 05/15/2015

Rosie

From: Mendez, Arturo [Arturo.Mendez@dps.texas.gov]
Sent: Friday, April 03, 2015 12:12 PM
To: swallace@aransascounty.org; Laura; bcso801@sbcglobal.net; candice.faltesek@calhouncotx.org; steve.delacruz@calhouncotx.org; bryon.prall@calhouncotx.org; Graciela.Salinas@co.cameron.tx.us; Rolando.Martinez@co.cameron.tx.us; IHernandez@epcounty.com; deborah.fischer@auditor.co.hidalgo.tx.us; hector.sandoval@auditor.co.hidalgo.tx.us; c.kruppa@co.jackson.tx.us; ajl19@yahoo.com; Ginger McGough; ckirk@kenedycountysheriff.org; lorena.felan@ktttribe.org; La-nani Perez; gosekinneyso@yahoo.com; ysbarbour@klebergcoso.org; jdlongoria117@klebergcoso.org; ignacio.saucedo@co.maverick.tx.us; sheriffschmerber@co.maverick.tx.us; Cynthia.Martinez@co.nueces.tx.us; maria.bedia@co.nueces.tx.us; refco911@yahoo.com; adrian.rodriguez@co.san-patricio.tx.us; cjgarcia@starrcountyso.org; esoto@valverdesheriff.com; dcanfield@vctx.org; aguerra@webbcountytx.gov; cguerra@webbcountytx.gov; joe@webbcountytx.gov; ruben.cavazos@co.willacy.tx.us; Larry Benavidez; JoeRobert Garcia; Guillermo Salinas; vcebollero@ydsp-nsn.gov; Erika O. Martinez; alonsolpz@sbcglobal.net; sheriff@hudspethsheriff.org; Laura Brugette; Ryan Skelton; presidiocounty@att.net; brewster county; clint mcdonald; Rick McIvor; sgtme@zapatacountytx.gov; micicast@hotmail.com; Keith Hughes; Maria Gonzalez; presidiocountyomb@co.presidio.tx.us; Isela Picazo; Celina Escamilla; 'Sheriff Bill Mills'; Eddie; spaxton@aransascounty.org; Cynthia Gose; RGV-IPT
Cc: TORRES, GEORGE A; JACKSON, LANCE S; BILLINGS, ERIC A; GUADARRAMA, DIANA R; OBP STONEGARDEN TEAM; MEZA, JOSE L; Lara, Pete; JACKSON, LANCE S; BECK, BENOBE V (DGL); NISSEN, JACOB S; andres.caballero@cbp.dhs.gov; ESQUIVEL, RODOLFO; Ding, Jiewei
Subject: RE: 2015 HSGP (Notice of Funding Opportunity) Grant Guidance and OPSG Application
Attachments: FY2015HSGPOPSG_OperationsOrders.doc; FY2015HSGP_NOFO.pdf

All,

The 2015 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO), which includes the Operation Stonegarden Grant (OPSG), was recently released by FEMA/DHS. A copy the NOFO and OPSG Operations (Op) Order Template are attached.

OPSG provides funding to designated counties/localities to enhance cooperation and coordination between federal, state, local, tribal, and territorial law enforcement agencies in a joint mission to secure the U.S. borders along routes of ingress from international borders to include travel corridors in states bordering Mexico and Canada, as well as states and territories with International water borders.

As part of the FY 2015 OPSG application process, each eligible local unit of government at the county or Federally-recognized Tribal government level must develop their Operations Order in coordination with state and Federal law enforcement agencies, to include, but not limited to CBP/USBP. Operations Orders that are developed at the county level should be inclusive of city, county, Tribal, and other local law enforcement agencies that are eligible to participate in OPSG operational activities. The Operations Order should address this in the Executive Summary. Operations Order details should include the names of the agencies, points of contact, and individual funding requests.

All applications must be developed in collaboration with the local USBP sector office, the SAA and the local unit of government. The sector office will then forward the application to the SAA for final review before submission to DHS/FEMA.

The date of **May 8, 2015**, has been set as the deadline when all 2015 OPSG Op Orders (Initial Applications), must be submitted to the Texas Homeland Security State Administrative Agency (THSSAA) by US Customs and Border Patrol OPSG Sector Representatives.

Please be aware that this deadline will affect any subsequent deadlines the US Customs and Border Patrol OPSG Representatives will be imposing to ensure that they receive Op Orders in a timely manner.

Note: It is imperative that eligible counties begin the process of preparing Operation Orders with detailed Annual Budget.

The Operations Order Detailed Budget must:

- Include operative spending plans in one-year increments for (Year 1, Year 2, and Year 3).
- Explain how costs and expenses were estimated, and
- Provide a narrative justification for cost and expenses.

If you have any questions or need additional information, please feel free to contact me at 512-377-0022 or by email at arturo.mendez@dps.texas.gov

Thank You,

Arturo O. Mendez
Grant Operations -Homeland Security Grant Program - State Administrative Agency

TEXAS Homeland Security

Texas Department of Public Safety
Physical: 1033 LaPosada, Suite 160 – Austin, TX 78752 – Mailing: PO Box 4087 – Austin, TX 78773-0113
(512) 377-0022 – FAX (512) 206-3137
http://www.dps.texas.gov/director_staff/saa

AI-49704 **Human Resources** **12. A.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Esther Cortez, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

DA Criminal (1100) / DA Investigation HB65 (1223) / DA Bad Check (1222) :
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration and approval of the following personnel actions effective next full pay period, 06/01/2015:

Action	Slot #	Dept/ Program	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Net Change
Salary Adj/ Decrease	0049	080-002	Assistant DA III	$50,421.00	$50,421.00	-0-
	0020	080-007		$11,679.00	$7,557.00	<$4,122.00>
Salary Adj/ Increase	0053	080-002	Criminal Investigator I	$41,120.00	$41,120.00	-0-
	0023	080-007		$3,880.00	$3,880.00	-0-
	0035	080-006		-0-	$10,000.00	$10,000.00
Salary Adj/ Decrease	0065	080-002	Administrative Asst IV	$33,222.00	$33,222.00	-0-
	0040	080-007		$6,000.00	-0-	<$6,000.00>
Salary Adj/ Decrease	0066	080-002	Administrative Asst II	$28,094.00	$28,094.00	-0-
	0082	080-007		$2,000.00	$1,906.00	<$94.00>
Salary Adj/ Decrease	0070	080-002	Administrative Asst II	$27,856.00	$27,856.00	-0-
	0031	080-007		$7,544.00	$5,006.00	<$2,538.00>
Salary Adj/ Decrease	0071	080-002	Administrative Asst I	$22,303.00	$22,303.00	-0-
	0084	080-007		$3,697.00	$1,697.00	<$2,000.00>
Salary Adj/ Decrease	0072	080-002	Administrative Asst II	$26,863.00	$26,863.00	-0-
	0045	080-007		$6,150.00	$5,537.00	<$613.00>
Salary Adj/ Decrease	0074	080-002	Administrative Asst II	$25,869.00	$25,869.00	-0-
	0048	080-007		$7,747.00	$1,131.00	<$6,616.00>

Salary Adj/ Decrease	0077	080-002	Administrative Asst II	$24,879.00	$24,879.00	-0-
	0050	080-007		$5,683.00	$5,183.00	<$500.00>
Salary Adj/ Decrease	0078	080-002	Administrative Asst II	$24,879.00	$24,879.00	-0-
	0052	080-007		$7,183.00	$7,032.00	<$151.00>
Salary Adj/ Decrease	0082	080-002	Administrative Asst I	$22,303.00	$22,303.00	-0-
	0086	080-007		$3,697.00	$1,697.00	<$2,000.00>
Salary Adj/ Decrease	0084	080-002	Administrative Asst I	$22,303.00	$22,303.00	-0-
	0088	080-007		$3,697.00	$1,697.00	<$2,000.00>
Salary Adj Increase	0085	080-002	Administrative Asst I	$26,409.00	$30,353.00	$3,944.00
	0089	080-007		$4,913.00	$5,647.00	$734.00
Salary Adj/ Decrease	0086	080-002	Administrative Asst I	$22,303.00	$22,303.00	-0-
	0090	080-007		$3,697.00	-0-	<$3,697.00>
Salary Adj/ Decrease	0088	080-002	Administrative Asst I	$22,660.00	$22,660.00	-0-
	0091	080-007		$3,340.00	-0-	<$3,340.00>
Salary Adj/ Decrease	0103	080-002	Administrative Asst I	$24,087.00	$24,000.00	<$87.00>
	0093	080-007		$1,913.00	-0-	<$1,913.00>
Salary Adj/ Increase	0108	080-002	Accountant III	$34,469.00	$37,412.00	$2,943.00
	0119	080-007		$6,991.00	$7,588.00	$597.00
Create	0117	080-002	Accts Payable Spec III	-0-	$13,830.00	$13,830.00
	0127	080-007		-0-	$31,170.00	$31,170.00
Create	0118	080-002	Human Resources Spec III	-0-	$13,830.00	$13,830.00
	0128	080-007		-0-	$31,170.00	$31,170.00
Create	0129	080-007	Inventory Control Spec III	-0-	$36,000.00	$36,000.00
Create	0130	080-007	Systems Support Manager	-0-	$65,000.00	$65,000.00

3. Approval of budget amendment and/or transfer.
4. Approval to revise salary schedules in accordance to Commissioners Court action.

DA Criminal (1100) / Pretrial Intervention (1225):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration and approval of the following personnel actions effective next full pay period, 06/01/2015:

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

Salary Adj/ Decrease	0006	080-002	Assistant DA V	$85,409.00	$67,210.00	<$18,199.00>
	0004	080-015		$3,791.00	$2,790.00	<$1,001.00>
Salary Adj/ Decrease	0010	080-002	Assistant DA III	$60,655.00	$54,146.00	<$6,509.00>
	0007	080-015		$10,885.00	$9,354.00	<$1,531.00>
Salary Adj/ Decrease	0036	080-002	Assistant DA III	$59,760.00	$53,955.00	<$5,805.00>
	0028	080-015		$9,520.00	$8,145.00	<$1,375.00>

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

DA Criminal / DA Bond Forfeiture Commission (1100):
1. Requesting waiver of the Budget Amendment Policy - Personnel - Related Amendments.
2. Discussion, consideration and approval of the following personnel actions effective next full pay period, 06/01/2015:

Action	Slot#	Dept/ Program	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Net Change
Salary Adj/ Decrease	0034 0019	080-002 080-016	Criminal Investigator III	$56,537.00 $4,983.00	$55,000.00 -0-	<$1,537.00> <$4,983.00>
Salary Adj/ Increase	0087 0021	080-002 080-016	Criminal Investigator I	$44,583.00 $417.00	$44,583.00 $10,417.00	-0- $10,000.00
Salary Adj/ Decrease	0098 0012	080-002 080-016	Assistant DA III	$51,117.00 $12,003.00	$51,117.00 $10,983.00	-0- <$1,020.00>
Salary Adj/ Decrease	0099 0022	080-002 080-016	Criminal Investigator II	$53,822.00 $3,758.00	$51,410.00 $3,590.00	<$2,412.00> <$168.00>
Salary Adj/ Decrease	0110 0016	080-002 080-016	Assistant DA III	$52,002.00 $16,498.00	$52,002.00 $9,998.00	-0- <$6,500.00>

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

BACKGROUND

Fiscal Impact

Attachments

APP
PERS ITEMS

PARS
ANALYSIS
FISCAL
job desc
JOB DESC

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/15/2015 04:06 PM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Diana Munoz		Started On: 05/14/2015 04:13 PM
Final Approval Date: 05/15/2015		

DATE: May 19, 2015

2015
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **DA Investigation HB65**

ACCOUNT NUMBER: 5-1223-412-00-080-007-0-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
5-1223-412-00-080-007-0-	113	DA Investigation HB65	Reg F/T Employees	51,892.04
5-1223-412-00-080-007-0-	211	DA Investigation HB65	Health Insurance	6,275.28
5-1223-412-00-080-007-0-	220	DA Investigation HB65	FICA	3,614.35
5-1223-412-00-080-007-0-	230	DA Investigation HB65	Retirement	4,966.23
5-1223-412-00-080-007-0-	250	DA Investigation HB65	Unemployment Comp	334.52
5-1223-412-00-080-007-0-	260	DA Investigation HB65	Workers' Comp	148.99
			TOTAL BUDGET INCREASE (DECREASE)	**67,231.41**

REASON: To appropriate funding for the personnel salary adjustments/increases and position creations requested by the DA's Office.

Monies to be taken from the unassigned fund balance for Fund 1223 DA Forfeiture Fund-CCP Chaper 59
(acct#5-1223-258-00-000-000-0-000 DA CCP59 - Unassigned Fund Balance)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: May 19, 2015

DEPARTMENT HEAD: Sergio Cruz

AI - 49704

DEPARTMENT NAME: Dept of Budget & Mgmt for - DA Investigation HB65

ACCOUNT NUMBER: 5-1223-412-00-080-007-0-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
114	Reg P/T Employees	113	Reg F/T Employees	11,140.00
212	Life Insurance	113	Reg F/T Employees	65.39
			TOTAL	11,205.39

REASON: To fund various salary increases as requested. (See Salary Analysis)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 13 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-002) DATE: 5/8/2015

CURRENT POSITION TITLE: ASSISTANT DISTRICT ATTORNEY III CURRENT SLOT #: 0049 (080-002) 0020 (080-007)

REQUESTED POSITION TITLE: ASSISTANT DISTRICT ATTORNEY III

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other SALARY ADJUSTMENT (DECREASE)

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: (080-002)

$ 50,421.00	$ 50,421.00	$ 0.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount: (080-007)

$ 11,679.00	$ 7,557.00	$ (4,122.00)
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

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

AS PART OF THE DISTRICT ATTORNEY'S OFFICE RE-ORGANIZATIONAL/ RE-STRUCTURING PLAN, AT THIS TIME, OUR OFFICE IS REQUESTING AN ADJUSTMENT TO THE BUDGETED SALARY.

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)

AS PART OF THE DISTRICT ATTORNEY'S OFFICE RE-ORGANIZATIONAL/ RE-STRUCTURING PLAN, OUR OFFICE IS REQUESTING AN ADJUSTMENT TO THE BUDGETED SALARY. IN ADDITION, THE DA HAS IDENTIFIED AREAS IN THE OFFICE THAT REQUIRE IMMEDIATE CHANGES. THESE CHANGES ARE NEEDED FOR THE EFFECTIVENESS AND EFFICIENCY OF THE DISTRICT ATTORNEY'S OFFICE.

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	5/8/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	X	YES		NO
2.	HUMAN RESOURCES DIRECTOR	5/15/2015 Date	PERSONNEL PROCEDURES COMPLETED	✓	YES		NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	05/18/2015 Date	BUDGET PROCEDURES COMPLETED	✓	YES		NO
4.	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 13 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-002) DATE: 5/8/2015

CURRENT POSITION TITLE: CRIMINAL INVESTIGATOR I CURRENT SLOT #: 0053 (080-002); 0023 (080-007) 0035 (080-006)

REQUESTED POSITION TITLE: CRIMINAL INVESTIGATOR I

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY ADJUSTMENT (INCREASE)

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: (080-002)

$ 41,120.00	$ 41,120.00	$ 0.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount: (080-007)

$ 3,880.00	$ 3,880.00	$ 0.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount: (080-006)

$ 0.00	$ 10,000.00	$ 10,000.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other DA CHECK FRAUD LAPSED FUNDING (5-1222-412-00-080-006-0-XXX)

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

FLSA:
Exempt [X]
Non-Exempt [X]

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

AS PART OF THE DISTRICT ATTORNEY'S OFFICE RE-ORGANIZATIONAL/ RE-STRUCTURING PLAN, OUR OFFICE IS REQUESTING AN ADJUSTMENT TO THE BUDGETED SALARY. IN ADDITION, THE DA HAS IDENTIFIED AREAS IN THE OFFICE THAT REQUIRE IMMEDIATE CHANGES. THESE CHANGES ARE NEEDED FOR THE EFFECTIVENESS AND EFFICIENCY OF THE DISTRICT ATTORNEY'S OFFICE.

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	5/8/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2. HUMAN RESOURCES DIRECTOR	5/19/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	05/18/2015 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4. COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 13 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-002) DATE: 5/8/2015

CURRENT POSITION TITLE: ADMINISTRATIVE ASSISTANT IV CURRENT SLOT #: 0065 (080-002) 0040 (080-007)

REQUESTED POSITION TITLE: ADMINISTRATIVE ASSISTANT IV

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY ADJUSTMENT (DECREASE)

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: (080-002)

$ 33,222.00	$ 33,222.00	$ 0.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount: (080-007)

$ 6,000.00	$ 0.00	$ (6,000.00)
Current Budgeted Salary	Proposed 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 Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

FLSA:
Exempt [ ]
Non-Exempt [X]

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

AS PART OF THE DISTRICT ATTORNEY'S OFFICE RE-ORGANIZATIONAL/ RE-STRUCTURING PLAN, OUR OFFICE IS REQUESTING AN ADJUSTMENT TO THE BUDGETED SALARY. IN ADDITION, THE DA HAS IDENTIFIED AREAS IN THE OFFICE THAT REQUIRE IMMEDIATE

CHANGES. THESE CHANGES ARE NEEDED FOR THE EFFECTIVENESS AND EFFICIENCY OF THE DISTRICT ATTORNEY'S OFFICE.

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	5/8/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2. HUMAN RESOURCES DIRECTOR	5/15/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	05/17/2015 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4. COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 13 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-002) DATE: 5/8/2015

CURRENT POSITION TITLE: ADMINISTRATIVE ASSISTANT II CURRENT SLOT #: 0066 (080-002) 0082 (080-007)

REQUESTED POSITION TITLE: ADMINISTRATIVE ASSISTANT II

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY ADJUSTMENT (DECREASE)

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: (080-002)

$ 28,094.00	$ 28,094.00	$ 0.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount: (080-007)

$ 2,000.00	$ 1,906.00	$ (94.00)
Current Budgeted Salary	Proposed 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 Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

FLSA:
Exempt [ ]
Non-Exempt [X]

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

AS PART OF THE DISTRICT ATTORNEY'S OFFICE RE-ORGANIZATIONAL/ RE-STRUCTURING PLAN, OUR OFFICE IS REQUESTING AN ADJUSTMENT TO THE BUDGETED SALARY. IN ADDITION, THE DA HAS IDENTIFIED AREAS IN THE OFFICE THAT REQUIRE IMMEDIATE

CHANGES. THESE CHANGES ARE NEEDED FOR THE EFFECTIVENESS AND EFFICIENCY OF THE DISTRICT ATTORNEY'S OFFICE.

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	5/8/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2. HUMAN RESOURCES DIRECTOR	5/15/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	05/18/2015 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4. COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 13 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-002) DATE: 5/8/2015

CURRENT POSITION TITLE: ADMINISTRATIVE ASSISTANT II CURRENT SLOT #: 0070 (080-002) 0031 (080-007)

REQUESTED POSITION TITLE: ADMINISTRATIVE ASSISTANT II

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY ADJUSTMENT (DECREASE)

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: (080-002)

$ 27,856.00	$ 27,856.00	$ 0.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount: (080-007)

$ 7,544.00	$ 5,006.00	$ (2,538.00)
Current Budgeted Salary	Proposed 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 Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

FLSA:
Exempt [ ]
Non-Exempt [X]

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

AS PART OF THE DISTRICT ATTORNEY'S OFFICE RE-ORGANIZATIONAL/ RE-STRUCTURING PLAN, OUR OFFICE IS REQUESTING AN ADJUSTMENT TO THE BUDGETED SALARY. IN ADDITION, THE DA HAS IDENTIFIED AREAS IN THE OFFICE THAT REQUIRE IMMEDIATE

CHANGES. THESE CHANGES ARE NEEDED FOR THE EFFECTIVENESS AND EFFICIENCY OF THE DISTRICT ATTORNEY'S OFFICE.

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.	Rosalinda Cantu	5/8/15	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
	DEPARTMENT HEAD	Date				
2.	Bertha A Cortez	5/15/2015	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
	HUMAN RESOURCES DIRECTOR	Date				
3.		05/18/2015	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
	DEPARTMENT OF BUDGET & MANAGEMENT	Date				
4.						
	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 13 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-002) DATE: 5/8/2015

CURRENT POSITION TITLE: ADMINISTRATIVE ASSISTANT I CURRENT SLOT #: 0071 (080-002) 0084 (080-007)

REQUESTED POSITION TITLE: ADMINISTRATIVE ASSISTANT I

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY ADJUSTMENT (DECREASE)

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: (080-002)

$ 22,303.00	$ 22,303.00	$ 0.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount: (080-007)

$ 3,697.00	$ 1,697.00	$ (2,000.00)
Current Budgeted Salary	Proposed 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 Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

FLSA:
Exempt [ ]
Non-Exempt [X]

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

AS PART OF THE DISTRICT ATTORNEY'S OFFICE RE-ORGANIZATIONAL/ RE-STRUCTURING PLAN, OUR OFFICE IS REQUESTING AN ADJUSTMENT TO THE BUDGETED SALARY. IN ADDITION, THE DA HAS IDENTIFIED AREAS IN THE OFFICE THAT REQUIRE IMMEDIATE

CHANGES. THESE CHANGES ARE NEEDED FOR THE EFFECTIVENESS AND EFFICIENCY OF THE DISTRICT ATTORNEY'S OFFICE.

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	5/8/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	5/15/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	05/18/2015 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 13 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-002) DATE: 5/8/2015

CURRENT POSITION TITLE: ADMINISTRATIVE ASSISTANT II CURRENT SLOT #: 0072 (080-002) 0045 (080-007)

REQUESTED POSITION TITLE: ADMINISTRATIVE ASSISTANT II

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY ADJUSTMENT (DECREASE)

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: (080-002)

$ 26,863.00	$ 26,863.00	$ 0.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount: (080-007)

$ 6,150.00	$ 5,537.00	$ (613.00)
Current Budgeted Salary	Proposed 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 Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

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

AS PART OF THE DISTRICT ATTORNEY'S OFFICE RE-ORGANIZATIONAL/ RE-STRUCTURING PLAN, OUR OFFICE IS REQUESTING AN ADJUSTMENT TO THE BUDGETED SALARY. IN ADDITION, THE DA HAS IDENTIFIED AREAS IN THE OFFICE THAT REQUIRE IMMEDIATE

CHANGES. THESE CHANGES ARE NEEDED FOR THE EFFECTIVENESS AND EFFICIENCY OF THE DISTRICT ATTORNEY'S OFFICE.

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	5/8/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2. HUMAN RESOURCES DIRECTOR	5/15/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	05/18/2015 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4. COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 13 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-002) DATE: 5/8/2015

CURRENT POSITION TITLE: ADMINISTRATIVE ASSISTANT II CURRENT SLOT #: 0074 (080-002) 0048 (080-007)

REQUESTED POSITION TITLE: ADMINISTRATIVE ASSISTANT II

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY ADJUSTMENT (DECREASE)

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: (080-002)

$ 25,869.00	$ 25,869.00	$ 0.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount: (080-007)

$ 7,747.00	$ 1,131.00	$ (6,616.00)
Current Budgeted Salary	Proposed 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 Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

FLSA:
Exempt [ ]
Non-Exempt [X]

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

AS PART OF THE DISTRICT ATTORNEY'S OFFICE RE-ORGANIZATIONAL/ RE-STRUCTURING PLAN, OUR OFFICE IS REQUESTING AN ADJUSTMENT TO THE BUDGETED SALARY. IN ADDITION, THE DA HAS IDENTIFIED AREAS IN THE OFFICE THAT REQUIRE IMMEDIATE

CHANGES. THESE CHANGES ARE NEEDED FOR THE EFFECTIVENESS AND EFFICIENCY OF THE DISTRICT ATTORNEY'S OFFICE.

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	5/8/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2. HUMAN RESOURCES DIRECTOR	5/15/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	05/18/2015 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4. COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 13 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-002) DATE: 5/8/2015

CURRENT POSITION TITLE: ADMINISTRATIVE ASSISTANT II CURRENT SLOT #: 0077 (080-002) 0050 (080-007)

REQUESTED POSITION TITLE: ADMINISTRATIVE ASSISTANT II

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY ADJUSTMENT (DECREASE)

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: (080-002)

$ 24,879.00	$ 24,879.00	$ 0.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount: (080-007)

$ 5,683.00	$ 5,183.00	$ (500.00)
Current Budgeted Salary	Proposed 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 Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

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

AS PART OF THE DISTRICT ATTORNEY'S OFFICE RE-ORGANIZATIONAL/ RE-STRUCTURING PLAN, OUR OFFICE IS REQUESTING AN ADJUSTMENT TO THE BUDGETED SALARY. IN ADDITION, THE DA HAS IDENTIFIED AREAS IN THE OFFICE THAT REQUIRE IMMEDIATE

CHANGES. THESE CHANGES ARE NEEDED FOR THE EFFECTIVENESS AND EFFICIENCY OF THE DISTRICT ATTORNEY'S OFFICE.

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. Rosalinda Cantu DEPARTMENT HEAD	5/8/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2. Joshua A Cortez HUMAN RESOURCES DIRECTOR	5/15/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	05/18/2015 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4. COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 13 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-002) DATE: 5/8/2015

CURRENT POSITION TITLE: ADMINISTRATIVE ASSISTANT II CURRENT SLOT #: 0078 (080-002) 0052 (080-007)

REQUESTED POSITION TITLE: ADMINISTRATIVE ASSISTANT II

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other SALARY ADJUSTMENT (DECREASE)

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: (080-002)

$ 24,879.00	$ 24,879.00	$ 0.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount: (080-007)

$ 7,183.00	$ 7,032.00	$ (151.00)
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

FLSA:
Exempt ☐
Non-Exempt ☒

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

AS PART OF THE DISTRICT ATTORNEY'S OFFICE RE-ORGANIZATIONAL/ RE-STRUCTURING PLAN, OUR OFFICE IS REQUESTING AN ADJUSTMENT TO THE BUDGETED SALARY. IN ADDITION, THE DA HAS IDENTIFIED AREAS IN THE OFFICE THAT REQUIRE IMMEDIATE

CHANGES. THESE CHANGES ARE NEEDED FOR THE EFFECTIVENESS AND EFFICIENCY OF THE DISTRICT ATTORNEY'S OFFICE.

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	5/8/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2. HUMAN RESOURCES DIRECTOR	5/15/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	05/18/2015 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4. COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 13 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-002) DATE: 5/8/2015

CURRENT POSITION TITLE: ADMINISTRATIVE ASSISTANT I CURRENT SLOT #: 0082 (080-002) 0086 (080-007)

REQUESTED POSITION TITLE: ADMINISTRATIVE ASSISTANT I

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY ADJUSTMENT (DECREASE)

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: (080-002)

$ 22,303.00	$ 22,303.00	$ 0.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount: (080-007)

$ 3,697.00	$ 1,697.00	$ (2,000.00)
Current Budgeted Salary	Proposed 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 Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

FLSA:
Exempt [ ]
Non-Exempt [X]

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

AS PART OF THE DISTRICT ATTORNEY'S OFFICE RE-ORGANIZATIONAL/ RE-STRUCTURING PLAN, OUR OFFICE IS REQUESTING AN ADJUSTMENT TO THE BUDGETED SALARY. IN ADDITION, THE DA HAS IDENTIFIED AREAS IN THE OFFICE THAT REQUIRE IMMEDIATE

CHANGES. THESE CHANGES ARE NEEDED FOR THE EFFECTIVENESS AND EFFICIENCY OF THE DISTRICT ATTORNEY'S OFFICE.

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	5/8/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	5/15/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓] YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	05/18/2015 Date	BUDGET PROCEDURES COMPLETED	[✓] YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 13 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-002) DATE: 5/8/2015

CURRENT POSITION TITLE: ADMINISTRATIVE ASSISTANT I CURRENT SLOT #: 0084 (080-002) 0088 (080-007)

REQUESTED POSITION TITLE: ADMINISTRATIVE ASSISTANT I

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY ADJUSTMENT (DECREASE)

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: (080-002)

$ 22,303.00	$ 22,303.00	$ 0.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount: (080-007)

$ 3,697.00	$ 1,697.00	$ (2,000.00)
Current Budgeted Salary	Proposed 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 Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

FLSA:
Exempt [ ]
Non-Exempt [X]

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

AS PART OF THE DISTRICT ATTORNEY'S OFFICE RE-ORGANIZATIONAL/ RE-STRUCTURING PLAN, OUR OFFICE IS REQUESTING AN ADJUSTMENT TO THE BUDGETED SALARY. IN ADDITION, THE DA HAS IDENTIFIED AREAS IN THE OFFICE THAT REQUIRE IMMEDIATE

CHANGES. THESE CHANGES ARE NEEDED FOR THE EFFECTIVENESS AND EFFICIENCY OF THE DISTRICT ATTORNEY'S OFFICE.

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	5/8/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	5/14/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓] YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	05/19/2015 Date	BUDGET PROCEDURES COMPLETED	[✓] YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 13 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-002) DATE: 5/8/2015

CURRENT POSITION TITLE: ADMINISTRATIVE ASSISTANT I CURRENT SLOT #: 0085 (080-002) 0089 (080-007)

REQUESTED POSITION TITLE: ADMINISTRATIVE ASSISTANT I

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY ADJUSTMENT (INCREASE)

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: (080-002)

$ 26,409.00	$ 30,353.00	$ 3,944.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount: (080-007)

$ 4,913.00	$ 5,647.00	$ 734.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other DA INVESTIGATION HB 65 LAPSED FUNDING (5-1223-412-00-080-007-0-XXX)

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

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

AS PART OF THE DISTRICT ATTORNEY'S OFFICE RE-ORGANIZATIONAL/ RE-STRUCTURING PLAN, OUR OFFICE IS REQUESTING AN ADJUSTMENT TO THE BUDGETED SALARY. IN ADDITION, THE DA HAS IDENTIFIED AREAS IN THE OFFICE THAT REQUIRE IMMEDIATE

CHANGES. THESE CHANGES ARE NEEDED FOR THE EFFECTIVENESS AND EFFICIENCY OF THE DISTRICT ATTORNEY'S OFFICE.

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	5/8/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	5/15/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓] YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	05/18/2015 Date	BUDGET PROCEDURES COMPLETED	[✓] YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 13 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-002) DATE: 5/8/2015

CURRENT POSITION TITLE: ADMINISTRATIVE ASSISTANT I CURRENT SLOT #: 0086 (080-002) 0090 (080-007)

REQUESTED POSITION TITLE: ADMINISTRATIVE ASSISTANT I

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY ADJUSTMENT (DECREASE)

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: (080-002)

$ 22,303.00	$ 22,303.00	$ 0.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount: (080-007)

$ 3,697.00	$ 0.00	$ (3,697.00)
Current Budgeted Salary	Proposed 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 Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

FLSA:
Exempt [ ]
Non-Exempt [X]

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

AS PART OF THE DISTRICT ATTORNEY'S OFFICE RE-ORGANIZATIONAL/ RE-STRUCTURING PLAN, OUR OFFICE IS REQUESTING AN ADJUSTMENT TO THE BUDGETED SALARY. IN ADDITION, THE DA HAS IDENTIFIED AREAS IN THE OFFICE THAT REQUIRE IMMEDIATE

CHANGES. THESE CHANGES ARE NEEDED FOR THE EFFECTIVENESS AND EFFICIENCY OF THE DISTRICT ATTORNEY'S OFFICE.

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. Rosalinda Cantu DEPARTMENT HEAD	5/8/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2. Debbie A Cortez HUMAN RESOURCES DIRECTOR	5/15/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	05/18/2015 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4. COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 13 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-002) DATE: 5/8/2015

CURRENT POSITION TITLE: ADMINISTRATIVE ASSISTANT I CURRENT SLOT #: 0088 (080-002) 0091 (080-007)

REQUESTED POSITION TITLE: ADMINISTRATIVE ASSISTANT I

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other SALARY ADJUSTMENT (DECREASE)

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: (080-002)

$ 22,660.00	$ 22,660.00	$ 0.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount: (080-007)

$ 3,340.00	$ 0.00	$ (3,340.00)
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

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

AS PART OF THE DISTRICT ATTORNEY'S OFFICE RE-ORGANIZATIONAL/ RE-STRUCTURING PLAN, OUR OFFICE IS REQUESTING AN ADJUSTMENT TO THE BUDGETED SALARY. IN ADDITION, THE DA HAS IDENTIFIED AREAS IN THE OFFICE THAT REQUIRE IMMEDIATE

CHANGES. THESE CHANGES ARE NEEDED FOR THE EFFECTIVENESS AND EFFICIENCY OF THE DISTRICT ATTORNEY'S OFFICE.

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	5/8/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2. HUMAN RESOURCES DIRECTOR	5/15/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	05/18/2015 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4. COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 13 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-002) DATE: 5/8/2015

CURRENT POSITION TITLE: ADMINSTRATIVE ASSISTANT I CURRENT SLOT #: 0103 (080-002) 0093 (080-007)

REQUESTED POSITION TITLE: ADMINSTRATIVE ASSISTANT I

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other SALARY ADJUSTMENT (DECREASE)

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: (080-002)

$ 24,087.00	$ 24,000.00	$ (87.00)
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount: (080-007)

$ 1,913.00	$ 0.00	$ (1,913.00)
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

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

AS PART OF THE DISTRICT ATTORNEY'S OFFICE RE-ORGANIZATIONAL/ RE-STRUCTURING PLAN, OUR OFFICE IS REQUESTING AN ADJUSTMENT TO THE BUDGETED SALARY. IN ADDITION, THE DA HAS IDENTIFIED AREAS IN THE OFFICE THAT REQUIRE IMMEDIATE

CHANGES. THESE CHANGES ARE NEEDED FOR THE EFFECTIVENESS AND EFFICIENCY OF THE DISTRICT ATTORNEY'S OFFICE.

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.	Romulo Cantu	5/8/15	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
	DEPARTMENT HEAD	Date					
2.	Esther A. Cortez	5/15/2015	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
	HUMAN RESOURCES DIRECTOR	Date					
3.		05/18/2015	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
	DEPARTMENT OF BUDGET & MANAGEMENT	Date					
4.							
	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 13 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-002) DATE: 5/8/2015

CURRENT POSITION TITLE: ACCOUNTANT III CURRENT SLOT #: 0108 (080-002) 0119 (080-007)

REQUESTED POSITION TITLE: ACCOUNTANT III

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY ADJUSTMENT (INCREASE)

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: (080-002)

$ 34,469.00	$ 37,412.00	$ 2,943.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount: (080-007)

$ 6,991.00	$ 7,588.00	$ 597.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [ ] Will Require Additional Funds

[X] Other DA INVESTIGATION HB 65 LAPSED FUNDING (5-1223-412-00-080-007-0-XXX)

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

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

AS PART OF THE DISTRICT ATTORNEY'S OFFICE RE-ORGANIZATIONAL/ RE-STRUCTURING PLAN, OUR OFFICE IS REQUESTING AN ADJUSTMENT TO THE BUDGETED SALARY. IN ADDITION, THE DA HAS IDENTIFIED AREAS IN THE OFFICE THAT REQUIRE IMMEDIATE

CHANGES. THESE CHANGES ARE NEEDED FOR THE EFFECTIVENESS AND EFFICIENCY OF THE DISTRICT ATTORNEY'S OFFICE.

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	5/8/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	5/15/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓] YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	05/18/2015 Date	BUDGET PROCEDURES COMPLETED	[✓] YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date			

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 13 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-002) DATE: 5/8/2015

CURRENT POSITION TITLE: CURRENT SLOT #: 0117 (080-002) 0127 (080-007)

REQUESTED POSITION TITLE: ACCOUNTS PAYABLE SPECIALIST III

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: (080-002)

$ 0.00	$ 13,830.00	$ 13,830.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount: (080-007)

$ 0.00	$ 31,170.00	$ 31,170.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [X] Will Require Additional Funds

[X] Other 5-1223-412-00-080-007-0-XXX DA INVESTIGATION HB 65

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

FLSA:
Exempt [ ]
Non-Exempt [X]

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

AS PART OF THE DISTRICT ATTORNEY'S OFFICE RE-ORGANIZATIONAL/ RE-STRUCTURING PLAN, OUR OFFICE IS REQUESTING THE CREATION OF A NEW ACCOUNTS PAYABLE SPECIALIST III POSITION. IN ADDITION, THE DA HAS IDENTIFIED AREAS IN THE OFFICE THAT

REQUIRE IMMEDIATE CHANGES. THESE CHANGES ARE NEEDED FOR THE EFFECTIVENESS AND EFFICIENCY OF THE DISTRICT ATTORNEY'S OFFICE.

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.	[signature]	5/8/15	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
	DEPARTMENT HEAD	Date					
2.	[signature]	5/15/2015	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
	HUMAN RESOURCES DIRECTOR	Date					
3.	[signature]	05/18/15	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
	DEPARTMENT OF BUDGET & MANAGEMENT	Date					
4.							
	COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

ACCOUNTS PAYABLE SPECIALIST III

GENERAL DESCRIPTION

Performs mid level accounts payable work. Work involves processing of county invoices and payment in a timely manner. Communicate with County departments regarding purchase orders, invoices and payments. Work may involve grants or Capital Improvement projects with the County. Answer inquiries from departments regarding account balances and encumbrances. Will scan, stamp, and file all documentation regarding payments. May train and/or oversee other staff.

EXAMPLES OF WORK PERFORMED

Alerts departments of discrepancies with purchase orders and invoicing

Verifies account balances for deficiencies

Advises department regarding procedures for processing of payments

Submits journal entries for corrections or adjustments to accounts

Examines claims for validity and completeness prior to invoice entry

Maintains manual and automated batch log to ensure appropriate release of checks

Processes void and manual checks

May work with grant related or special revenue payment processing with categorical threshold limits

May review and process Capital Improvement payments with special revenue funds

Interacts with County departments regarding vendor data or policies

May research historical payments for other departments requesting information

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

Business Technical training

Two to three (2-3) years experience in accounts payable in a governmental or commercial setting.

Knowledge, Skills, and Abilities

General accounting knowledge

Good verbal and written communication

10 key calculator

Knowledge of MS Word and Excel

Understand record keeping techniques

Able to utilize all office equipment

Registration, Certification, or Licensure

Must have current valid Texas motor vehicle operator's license

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

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 13 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-002) DATE: 5/8/2015

CURRENT POSITION TITLE: CURRENT SLOT #: 0118 (080-002) 0128 (080-007)

REQUESTED POSITION TITLE: HUMAN RESOURCES SPECIALIST III

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: (080-002)

$ 0.00	$ 13,830.00	$ 13,830.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount: (080-007)

$ 0.00	$ 31,170.00	$ 31,170.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [X] Will Require Additional Funds

[X] Other 5-1223-412-00-080-007-0-XXX DA INVESTIGATION HB 65

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

FLSA:
Exempt [ ]
Non-Exempt [X]

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

AS PART OF THE DISTRICT ATTORNEY'S OFFICE RE-ORGANIZATIONAL/ RE-STRUCTURING PLAN, OUR OFFICE IS REQUESTING THE CREATION OF A NEW HUMAN RESOURCES SPECIALIST III POSITION. IN ADDITION, THE DA HAS IDENTIFIED AREAS IN THE OFFICE THAT

REQUIRE IMMEDIATE CHANGES. THESE CHANGES ARE NEEDED FOR THE EFFECTIVENESS AND EFFICIENCY OF THE DISTRICT ATTORNEY'S OFFICE.

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.	Rolando Cantu DEPARTMENT HEAD	5/8/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	X	YES		NO
2.	Esther A Ortega HUMAN RESOURCES DIRECTOR	5/15/2015 Date	PERSONNEL PROCEDURES COMPLETED	✓	YES		NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	05/19/2015 Date	BUDGET PROCEDURES COMPLETED	✓	YES		NO
4.	 COMMISSIONERS' COURT APPROVAL	 Date					

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

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
Personnel Adjustment Request Form

RECEIVED
MAY 13 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-007) DATE: 5/8/2015

CURRENT POSITION TITLE: CURRENT SLOT #: 0129 (080-007)

REQUESTED POSITION TITLE: INVENTORY CONTROL SPECIALIST III

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: (080-007)

$ 0.00	$ 36,000.00	$ 36,000.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [X] Will Require Additional Funds

[X] Other 5-1223-412-00-080-007-0-XXX DA INVESTIGATION HB 65

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

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

AS PART OF THE DISTRICT ATTORNEY'S OFFICE RE-ORGANIZATIONAL/ RE-STRUCTURING PLAN, OUR OFFICE IS REQUESTING THE CREATION OF A NEW INVENTORY CONTROL SPECIALIST III POSITION. IN ADDITION, THE DA HAS IDENTIFIED AREAS IN THE OFFICE THAT REQUIRE IMMEDIATE CHANGES. THESE CHANGES ARE NEEDED FOR THE EFFECTIVENESS AND EFFICIENCY OF THE DISTRICT ATTORNEY'S OFFICE.

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	5/8/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2. HUMAN RESOURCES DIRECTOR	5/15/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	05/18/2015 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4. COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 13 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-007) DATE: 5/8/2015

CURRENT POSITION TITLE: CURRENT SLOT #: 0130 (080-007)

REQUESTED POSITION TITLE: SYSTEM SUPPORT MANAGER

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: (080-007)

$ 0.00	$ 65,000.00	$ 65,000.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [X] Will Require Additional Funds

[X] Other 5-1223-412-00-080-007-0-XXX DA INVESTIGATION HB 65

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

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

AS PART OF THE DISTRICT ATTORNEY'S OFFICE RE-ORGANIZATIONAL/ RE-STRUCTURING PLAN, OUR OFFICE IS REQUESTING THE CREATION OF A NEW SYSTEM SUPPORT MANAGER POSITION. IN ADDITION, THE DA HAS IDENTIFIED AREAS IN THE OFFICE THAT REQUIRE IMMEDIATE CHANGES. THESE CHANGES ARE NEEDED FOR THE EFFECTIVENESS AND EFFICIENCY OF THE DISTRICT ATTORNEY'S OFFICE.

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	5/8/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2. HUMAN RESOURCES DIRECTOR	5/15/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	05/18/2015 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4. COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 13 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-002) DATE: 5/8/2015

CURRENT POSITION TITLE: ASSISTANT DA V CURRENT SLOT #: 0006 (080-002) 0004 (080-015)

REQUESTED POSITION TITLE: ASSISTANT DA V

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY ADJUSTMENT (DECREASE)

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: (080-002)

$ 85,409.00	$ 67,210.00	$ (18,199.00)
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount: (080-015)

$ 3,791.00	$ 2,790.00	$ (1,001.00)
Current Budgeted Salary	Proposed 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 Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

FLSA:
Exempt [X]
Non-Exempt [ ]

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

AS PART OF THE DISTRICT ATTORNEY'S OFFICE RE-ORGANIZATIONAL/ RE-STRUCTURING PLAN, OUR OFFICE IS REQUESTING AN ADJUSTMENT TO THE BUDGETED SALARY. IN ADDITION, THE DA HAS IDENTIFIED AREAS IN THE OFFICE THAT REQUIRE IMMEDIATE CHANGES. THESE CHANGES ARE NEEDED FOR THE EFFECTIVENESS AND EFFICIENCY OF THE DISTRICT ATTORNEY'S OFFICE.

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	5/8/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	X	YES		NO
2. HUMAN RESOURCES DIRECTOR	5/15/2015 Date	PERSONNEL PROCEDURES COMPLETED	✓	YES		NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	05/18/2015 Date	BUDGET PROCEDURES COMPLETED	✓	YES		NO
4. COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 13 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-002) DATE: 5/8/2015

CURRENT POSITION TITLE: ASSISTANT DA III CURRENT SLOT #: 0010 (080-002) 0007 (080-015)

REQUESTED POSITION TITLE: ASSISTANT DA III

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY ADJUSTMENT (DECREASE)

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: (080-002)

$ 60,655.00	$ 54,146.00	$ (6,509.00)
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount: (080-015)

$ 10,885.00	$ 9,354.00	$ (1,531.00)
Current Budgeted Salary	Proposed 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 Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

FLSA:
Exempt [X]
Non-Exempt [ ]

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

AS PART OF THE DISTRICT ATTORNEY'S OFFICE RE-ORGANIZATIONAL/ RE-STRUCTURING PLAN, OUR OFFICE IS REQUESTING AN ADJUSTMENT TO THE BUDGETED SALARY. IN ADDITION, THE DA HAS IDENTIFIED AREAS IN THE OFFICE THAT REQUIRE IMMEDIATE CHANGES. THESE CHANGES ARE NEEDED FOR THE EFFECTIVENESS AND EFFICIENCY OF THE DISTRICT ATTORNEY'S OFFICE.

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	5/8/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2. HUMAN RESOURCES DIRECTOR	5/15/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	05/19/2015 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4. COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 13 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-002) DATE: 5/8/2015

CURRENT POSITION TITLE: ASSISTANT DA III CURRENT SLOT #: 0036 (080-002) 0028 (080-015)

REQUESTED POSITION TITLE: ASSISTANT DA III

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY ADJUSTMENT (DECREASE)

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: (080-002)

$ 59,760.00	$ 53,955.00	$ (5,805.00)
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount: (080-015)

$ 9,520.00	$ 8,145.00	$ (1,375.00)
Current Budgeted Salary	Proposed 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 Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

FLSA:
Exempt [X]
Non-Exempt [ ]

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

AS PART OF THE DISTRICT ATTORNEY'S OFFICE RE-ORGANIZATIONAL/ RE-STRUCTURING PLAN, OUR OFFICE IS REQUESTING AN ADJUSTMENT TO THE BUDGETED SALARY. IN ADDITION, THE DA HAS IDENTIFIED AREAS IN THE OFFICE THAT REQUIRE IMMEDIATE

CHANGES. THESE CHANGES ARE NEEDED FOR THE EFFECTIVENESS AND EFFICIENCY OF THE DISTRICT ATTORNEY'S OFFICE.

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	5/8/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	5/15/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	05/19/2015 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 13 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-002) DATE: 5/8/2015

CURRENT POSITION TITLE: CRIMINAL INVESTIGATOR III CURRENT SLOT #: 0034 (080-002) 0019 (080-016)

REQUESTED POSITION TITLE: CRIMINAL INVESTIGATOR III

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY ADJUSTMENT (DECREASE)

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: (080-002)

$ 56,537.00	$ 55,000.00	$ (1,537.00)
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount: (080-016)

$ 4,983.00	$ 0.00	$ (4,983.00)
Current Budgeted Salary	Proposed 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 Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

FLSA:
Exempt [X]
Non-Exempt [X] N

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

AS PART OF THE DISTRICT ATTORNEY'S OFFICE RE-ORGANIZATIONAL/ RE-STRUCTURING PLAN, OUR OFFICE IS REQUESTING AN ADJUSTMENT TO THE BUDGETED SALARY. IN ADDITION, THE DA HAS IDENTIFIED AREAS IN THE OFFICE THAT REQUIRE IMMEDIATE

CHANGES. THESE CHANGES ARE NEEDED FOR THE EFFECTIVENESS AND EFFICIENCY OF THE DISTRICT ATTORNEY'S OFFICE.

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	5/8/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2. HUMAN RESOURCES DIRECTOR	5/15/2015 Date	PERSONNEL PROCEDURES COMPLETED	[ ]	YES	[ ]	NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	05/18/2015 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4. COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 13 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-002) DATE: 5/8/2015

CURRENT POSITION TITLE: CRIMINAL INVESTIGATOR I CURRENT SLOT #: 0087 (080-002) 0021 (080-016)

REQUESTED POSITION TITLE: CRIMINAL INVESTIGATOR I

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY ADJUSTMENT (INCREASE)

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: (080-002)

$ 44,583.00	$ 44,583.00	$ 0.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount: (080-016)

$ 417.00	$ 10,417.00	$ 10,000.00
Current Budgeted Salary	Proposed 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 Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

FLSA:
Exempt [X]
Non-Exempt [X]

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

AS PART OF THE DISTRICT ATTORNEY'S OFFICE RE-ORGANIZATIONAL/ RE-STRUCTURING PLAN, OUR OFFICE IS REQUESTING AN ADJUSTMENT TO THE BUDGETED SALARY. IN ADDITION, THE DA HAS IDENTIFIED AREAS IN THE OFFICE THAT REQUIRE IMMEDIATE

CHANGES. THESE CHANGES ARE NEEDED FOR THE EFFECTIVENESS AND EFFICIENCY OF THE DISTRICT ATTORNEY'S OFFICE.

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	5/8/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2. HUMAN RESOURCES DIRECTOR	5/15/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	05/10/2015 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4. COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 13 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-002) DATE: 5/8/2015

CURRENT POSITION TITLE: ASSISTANT DISTRICT ATTORNEY III CURRENT SLOT #: 0098 (080-002) 0012 (080-016)

REQUESTED POSITION TITLE: ASSISTANT DISTRICT ATTORNEY III

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY ADJUSTMENT (DECREASE)

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: (080-002)

$ 51,117.00	$ 51,117.00	$ 0.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount: (080-016)

$ 12,003.00	$ 10,983.00	$ (1,020.00)
Current Budgeted Salary	Proposed 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 Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

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

AS PART OF THE DISTRICT ATTORNEY'S OFFICE RE-ORGANIZATIONAL/ RE-STRUCTURING PLAN, OUR OFFICE IS REQUESTING AN ADJUSTMENT TO THE BUDGETED SALARY. IN ADDITION, THE DA HAS IDENTIFIED AREAS IN THE OFFICE THAT REQUIRE IMMEDIATE

CHANGES. THESE CHANGES ARE NEEDED FOR THE EFFECTIVENESS AND EFFICIENCY OF THE DISTRICT ATTORNEY'S OFFICE.

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	5/8/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2. HUMAN RESOURCES DIRECTOR	5/15/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	05/18/15 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4. COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 13 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-002) DATE: 5/8/2015

CURRENT POSITION TITLE: CRIMINAL INVESTIGATOR II CURRENT SLOT #: 0099 (080-002) 0022 (080-016)

REQUESTED POSITION TITLE: CRIMINAL INVESTIGATOR II

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY ADJUSTMENT (DECREASE)

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: (080-002)

$ 53,822.00 Current Budgeted Salary $ 51,410.00 Proposed Budgeted Salary $ (2,412.00) Net Change

Salary Amount: (080-016)

$ 3,758.00 Current Budgeted Salary $ 3,590.00 Proposed Budgeted Salary $ (168.00) 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 Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

FLSA:
Exempt [X]
Non-Exempt [X] (N)

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

AS PART OF THE DISTRICT ATTORNEY'S OFFICE RE-ORGANIZATIONAL/ RE-STRUCTURING PLAN, OUR OFFICE IS REQUESTING AN ADJUSTMENT TO THE BUDGETED SALARY. IN ADDITION, THE DA HAS IDENTIFIED AREAS IN THE OFFICE THAT REQUIRE IMMEDIATE

CHANGES. THESE CHANGES ARE NEEDED FOR THE EFFECTIVENESS AND EFFICIENCY OF THE DISTRICT ATTORNEY'S OFFICE.

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	5/8/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
2. HUMAN RESOURCES DIRECTOR	5/15/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	05/19/2015 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
4. COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 13 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: CRIMINAL DISTRICT ATTORNEY (080-002) DATE: 5/8/2015

CURRENT POSITION TITLE: ASSISTANT DISTRICT ATTORNEY III CURRENT SLOT #: 0110 (080-002) 0016 (080-016)

REQUESTED POSITION TITLE: ASSISTANT DISTRICT ATTORNEY III

REQUEST FOR:

[ ] New Position [ ] Temporary Position [ ] Position Reclassification* [X] Other SALARY ADJUSTMENT (DECREASE)

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: (080-002)

$ 52,002.00	$ 52,002.00	$ 0.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Salary Amount: (080-016)

$ 16,498.00	$ 9,998.00	$ (6,500.00)
Current Budgeted Salary	Proposed 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 Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

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

AS PART OF THE DISTRICT ATTORNEY'S OFFICE RE-ORGANIZATIONAL/ RE-STRUCTURING PLAN, OUR OFFICE IS REQUESTING AN ADJUSTMENT TO THE BUDGETED SALARY. IN ADDITION, THE DA HAS IDENTIFIED AREAS IN THE OFFICE THAT REQUIRE IMMEDIATE

CHANGES. THESE CHANGES ARE NEEDED FOR THE EFFECTIVENESS AND EFFICIENCY OF THE DISTRICT ATTORNEY'S OFFICE.

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.	Rosalinda Cantu	5/8/15	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ]	NO
	DEPARTMENT HEAD	Date					
2.	Esther A. Cabeza	5/15/2015	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
	HUMAN RESOURCES DIRECTOR	Date					
3.		05/19/2015	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ]	NO
	DEPARTMENT OF BUDGET & MANAGEMENT	Date					
4.							
	COMMISSIONERS' COURT APPROVAL	Date					

Hidalgo County

Department of Budget & Management

AI-49704

SALARY ANALYSIS
DA CHECK FRAUD

as of 5/18/15

Account Number	Account Description	2015 Budgeted Salary	Amt Per Payperiod	Payperiods Remaining	Remaining Est Amount for year end	Available Balance as of 5.18.15	Est Lapse
5-1222-412-00-080-006-0-113	DA CHECK FRAUD-REG F/T EMPLOYEES	59,906.00	2,304.077	17.40	40,090.94	51,953.71	(11,862.77)
5-1222-412-00-080-006-0-114	DA CHECK FRAUD-REG P/T EMPLOYEES	-	0.000	17.40	0.00	0	0.00
5-1222-412-00-080-006-0-211	DA CHECK FRAUD-HEALTH INSURANCE	9,252.62	385.526	14.00	5,397.36	7,973.27	(2,575.91)
5-1222-412-00-080-006-0-212	DA CHECK FRAUD-LIFE INSURANCE	58.62	2.443	7.00	17.10	50.02	(32.92)
5-1222-412-00-080-006-0-220	DA CHECK FRAUD-FICA	4,582.81	176.262	17.40	3,066.96	4,017.53	(950.57)
5-1222-412-00-080-006-0-230	DA CHECK FRAUD-RETIREMENT	6,368.01	244.923	17.40	4,261.67	5,522.67	(1,261.00)
5-1222-412-00-080-006-0-250	DA CHECK FRAUD-UNEMPLOYMENT COMP	359.44	13.825	17.40	240.55	311.73	(71.18)
5-1222-412-00-080-006-0-260	DA CHECK FRAUD-WORKERS COMP	216.00	8.308	17.40	144.55	34.08	110.47
						Total Est. Lapse:	(16,643.88)

Hidalgo County
Department of Budget & Management

AI-49704

SALARY ANALYSIS
DA INVESTIGATION HB65

as of 5/18/15

Account Number	Account Description	2015 Budgeted Salary	Amt Per Payperiod	Payperiods Remaining	Remaining Est Amount for year end	Available Balance as of 5.18.15	Est Lapse
5-1223-412-00-080-007-0-113	DA INVESTIGATION HB65-REG F/T EMPLOYEES	314,795.00	12,107.500	17.40	210,670.50	223,739.35	(13,068.85)
5-1223-412-00-080-007-0-114	DA INVESTIGATION HB65-REG P/T EMPLOYEES	-	0.000	17.40	0.00	11,140.00	(11,140.00)
5-1223-412-00-080-007-0-211	DA INVESTIGATION HB65-HEALTH INSURANCE	56,368.45	2,348.685	14.00	32,881.60	34,705.03	(1,823.43)
5-1223-412-00-080-007-0-212	DA INVESTIGATION HB65-LIFE INSURANCE	357.15	14.881	7.00	104.17	220.88	(116.71)
5-1223-412-00-080-007-0-220	DA INVESTIGATION HB65-FICA	25,292.05	972.771	17.40	16,926.22	19,138.59	(2,212.37)
5-1223-412-00-080-007-0-230	DA INVESTIGATION HB65-RETIREMENT	35,144.37	1,351.707	17.40	23,519.69	26,649.94	(3,130.25)
5-1223-412-00-080-007-0-250	DA INVESTIGATION HB65-UNEMPLOYMENT COMP	1,983.69	76.296	17.40	1,327.55	1,450.03	(122.48)
5-1223-412-00-080-007-0-260	DA INVESTIGATION HB65-WORKERS COMP	477.00	18.346	17.40	319.22	360.65	(41.43)
						Total Est. Lapse:	(31,655.52)

HIDALGO COUNTY

Department of Budget & Management

FISCAL NOTE

To: Commissioners' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, May 19, 2015

Agenda Item: 49704

Dept.: CRIMINAL DA (1100)

SUMMARY OF REQUEST:

APPROVAL OF THE FOLLOWING PERSONNEL SALARY ADJUSTMENTS AND CREATIONS, EFFECTIVE NEXT FULL PAY PERIOD OF 6/1/2015:

Fund	Position	Slot#	Obj	Current Budgeted Salary/Allowance	Proposed Budgeted Salary/Allowance	Total Requested
1100	ASSISTANT DISTRICT ATTORNEY III	0049	113	50,421.00	50,421.00	0.00
1100	CRIMINAL INVESTIGATOR I	0053	113	41,120.00	41,120.00	0.00
1100	ADMINISTRATIVE ASSISTANT IV	0065	113	33,222.00	33,222.00	0.00
1100	ADMINISTRATIVE ASSISTANT II	0066	113	28,094.00	28,094.00	0.00
1100	ADMINISTRATIVE ASSISTANT II	0070	113	27,856.00	27,856.00	0.00
1100	ADMINISTRATIVE ASSISTANT I	0071	113	22,303.00	22,303.00	0.00
1100	ADMINISTRATIVE ASSISTANT II	0072	113	26,863.00	26,863.00	0.00
1100	ADMINISTRATIVE ASSISTANT II	0074	113	25,869.00	25,869.00	0.00
1100	ADMINISTRATIVE ASSISTANT II	0077	113	24,879.00	24,879.00	0.00
1100	ADMINISTRATIVE ASSISTANT II	0078	113	24,879.00	24,879.00	0.00
1100	ADMINISTRATIVE ASSISTANT I	0082	113	22,303.00	22,303.00	0.00
1100	ADMINISTRATIVE ASSISTANT I	0084	113	22,303.00	22,303.00	0.00
1100	ADMINISTRATIVE ASSISTANT I	0085	113	26,409.00	30,353.00	3,944.00
1100	ADMINISTRATIVE ASSISTANT I	0086	113	22,303.00	22,303.00	0.00
1100	ADMINISTRATIVE ASSISTANT I	0088	113	22,660.00	22,660.00	0.00
1100	ADMINISTRATIVE ASSISTANT I	0103	113	24,087.00	24,000.00	(87.00)
1100	ACCOUNTANT III	0108	113	34,469.00	37,412.00	2,943.00
1100	ACCOUNTS PAYABLE SPECIALIST III	0117	113	0.00	13,830.00	13,830.00
1100	HUMAN RESOURCES SPECIALIST III	0118	113	0.00	13,830.00	13,830.00
1100	ASSISTANT DISTRICT ATTORNEY V	0006	113	85,409.00	67,210.00	(18,199.00)
1100	ASSISTANT DISTRICT ATTORNEY III	0010	113	60,655.00	54,146.00	(6,509.00)
1100	ASSISTANT DISTRICT ATTORNEY III	0036	113	59,760.00	53,955.00	(5,805.00)
1100	CRIMINAL INVESTIGATOR III	0034	113	56,537.00	55,000.00	(1,537.00)
1100	CRIMINAL INVESTIGATOR I	0087	113	44,583.00	44,583.00	0.00
1100	ASSISTANT DISTRICT ATTORNEY III	0098	113	51,117.00	51,117.00	0.00
1100	CRIMINAL INVESTIGATOR II	0099	113	53,822.00	51,410.00	(2,412.00)
1100	ASSISTANT DISTRICT ATTORNEY III	0110	113	52,002.00	52,002.00	0.00
			SUB-TOTAL:	943,925.00	943,923.00	(2.00)

Account Number		Account Name		Budgetary Impact
5-1100-412-00-080-002-0-	113	CRIM DA	REG F/T EMPLOYEES	($1.18)
5-1100-412-00-080-002-0-	211	CRIM DA	HEALTH INSURANCE	$5,282.53
5-1100-412-00-080-002-0-	212	CRIM DA	LIFE INSURANCE	$33.46
5-1100-412-00-080-002-0-	220	CRIM DA	FICA	($0.09)
5-1100-412-00-080-002-0-	230	CRIM DA	RETIREMENT	($0.13)
5-1100-412-00-080-002-0-	250	CRIM DA	UNEMPLOYMENT COMP	($0.01)
5-1100-412-00-080-002-0-	260	CRIM DA	WORKER'S COMP	($0.01)
			2015 BUDGETARY IMPACT:	**$5,314.57**

2016 Budgetary Impact: $9,007.19

POSSIBLE FUNDING SOURCES: UNDETERMINED

Comments

HIDALGO COUNTY

Department of Budget & Management

FISCAL NOTE

To: Commissioners' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, May 19, 2015

Agenda Item: 49704

Dept.: DA INVESTIGATION HB65 (1223)

SUMMARY OF REQUEST:

APPROVAL OF THE FOLLOWING PERSONNEL SALARY ADJUSTMENTS AND CREATIONS, EFFECTIVE NEXT FULL PAY PERIOD OF 6/1/2015:

Fund	Position	Slot#	Obj	Current Budgeted Salary/Allowance	Proposed Budgeted Salary/Allowance	Total Requested
1223	ASSISTANT DISTRICT ATTORNEY III	0020	113	11,679.00	7,557.00	(4,122.00)
1223	CRIMINAL INVESTIGATOR I	0023	113	3,880.00	3,880.00	0.00
1223	ADMINISTRATIVE ASSISTANT IV	0040	113	6,000.00	0.00	(6,000.00)
1223	ADMINISTRATIVE ASSISTANT II	0082	113	2,000.00	1,906.00	(94.00)
1223	ADMINISTRATIVE ASSISTANT II	0031	113	7,544.00	5,006.00	(2,538.00)
1223	ADMINISTRATIVE ASSISTANT I	0084	113	3,697.00	1,697.00	(2,000.00)
1223	ADMINISTRATIVE ASSISTANT II	0045	113	6,150.00	5,537.00	(613.00)
1223	ADMINISTRATIVE ASSISTANT II	0048	113	7,747.00	1,131.00	(6,616.00)
1223	ADMINISTRATIVE ASSISTANT II	0050	113	5,683.00	5,183.00	(500.00)
1223	ADMINISTRATIVE ASSISTANT II	0052	113	7,183.00	7,032.00	(151.00)
1223	ADMINISTRATIVE ASSISTANT I	0086	113	3,697.00	1,697.00	(2,000.00)
1223	ADMINISTRATIVE ASSISTANT I	0088	113	3,697.00	1,697.00	(2,000.00)
1223	ADMINISTRATIVE ASSISTANT I	0089	113	4,913.00	5,647.00	734.00
1223	ADMINISTRATIVE ASSISTANT I	0090	113	3,697.00	0.00	(3,697.00)
1223	ADMINISTRATIVE ASSISTANT I	0091	113	3,340.00	0.00	(3,340.00)
1223	ADMINISTRATIVE ASSISTANT I	0093	113	1,913.00	0.00	(1,913.00)
1223	ACCOUNTANT III	0119	113	6,991.00	7,588.00	597.00
1223	ACCOUNTS PAYABLE SPECIALIST III	0127	113	0.00	31,170.00	31,170.00
1223	HUMAN RESOURCES SPECIALIST III	0128	113	0.00	31,170.00	31,170.00
1223	INVENTORY CONTROL SPECIALIST III	0129	113	0.00	36,000.00	36,000.00
1223	SYSTEMS SUPPORT MANAGER	0130	113	0.00	65,000.00	65,000.00
			SUB-TOTAL:	89,811.00	218,898.00	129,087.00

Account Number		Account Name		Budgetary Impact
5-1223-412-00-080-007-0-	113	DA INVESTIGATION HB65	REG F/T EMPLOYEES	$76,166.28
5-1223-412-00-080-007-0-	211	DA INVESTIGATION HB65	HEALTH INSURANCE	$8,098.71
5-1223-412-00-080-007-0-	212	DA INVESTIGATION HB65	LIFE INSURANCE	$51.32
5-1223-412-00-080-007-0-	220	DA INVESTIGATION HB65	FICA	$5,826.72
5-1223-412-00-080-007-0-	230	DA INVESTIGATION HB65	RETIREMENT	$8,096.48
5-1223-412-00-080-007-0-	250	DA INVESTIGATION HB65	UNEMPLOYMENT COMP	$457.00
5-1223-412-00-080-007-0-	260	DA INVESTIGATION HB65	WORKER'S COMP	$190.42
			2015 BUDGETARY IMPACT:	**$98,886.93**

2016 Budgetary Impact: $167,594.06

POSSIBLE FUNDING SOURCES: HB65 LAPSED SALARIES & APPROPRIATION FROM FUND BALANCE (PENDING CC APPROVAL)

Comments

HIDALGO COUNTY

Department of Budget & Management

FISCAL NOTE

To: **Commissioners' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, May 19, 2015** **Agenda Item:** **49704**

Dept.: **DA CHECK FRAUD (1222)**

SUMMARY OF REQUEST:

APPROVAL OF THE FOLLOWING PERSONNEL SALARY ADJUSTMENT/CREATION OF COST ALLOCATION, EFFECTIVE NEXT FULL PAY PERIOD OF 6/1/2015:

Fund	Position	Slot #	Obj	Current Budgeted Salary/Allowance	Proposed Budgeted Salary/Allowance	Total Requested
1222	CRIMINAL INVESTIGATOR I	0035	113	0.00	10,000.00	10,000.00
			SUB-TOTAL:	0.00	10,000.00	10,000.00

Account Number		Account Name		Budgetary Impact
5-1222-412-00-080-006-0-	113	DA CHECK FRAUD	REG F/T EMPLOYEES	$5,900.38
5-1222-412-00-080-006-0-	211	DA CHECK FRAUD	HEALTH INSURANCE	$635.95
5-1222-412-00-080-006-0-	212	DA CHECK FRAUD	LIFE INSURANCE	$4.03
5-1222-412-00-080-006-0-	220	DA CHECK FRAUD	FICA	$451.38
5-1222-412-00-080-006-0-	230	DA CHECK FRAUD	RETIREMENT	$627.21
5-1222-412-00-080-006-0-	250	DA CHECK FRAUD	UNEMPLOYMENT COMP	$35.40
5-1222-412-00-080-006-0-	260	DA CHECK FRAUD	WORKER'S COMP	$184.09
			2015 BUDGETARY IMPACT:	**$7,838.44**

2016 Budgetary Impact: $13,284.65

POSSIBLE FUNDING SOURCES: LAPSED SALARIES

Comments

HIDALGO COUNTY

Department of Budget & Management

FISCAL NOTE

To: **Commissioners' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, May 19, 2015** **Agenda Item:** **49704**

Dept.: **DA PRETRIAL INTERVENTION PRG (1225)**

SUMMARY OF REQUEST:

APPROVAL OF THE FOLLOWING PERSONNEL SALARY ADJUSTMENTS, EFFECTIVE NEXT FULL PAY PERIOD OF 6/1/2015:

Fund	Position	Slot #	Obj	Current Budgeted Salary/Allowance	Proposed Budgeted Salary/Allowance	Total Requested
1225	ASSISTANT DISTRICT ATTORNEY V	0004	113	3,791.00	2,790.00	(1,001.00)
1225	ASSISTANT DISTRICT ATTORNEY III	0007	113	10,885.00	9,354.00	(1,531.00)
1225	ASSISTANT DISTRICT ATTORNEY III	0028	113	9,520.00	8,145.00	(1,375.00)
			SUB-TOTAL:	24,196.00	20,289.00	(3,907.00)

Account Number		Account Name	Budgetary Impact
5-1225-412-00-080-015-0-	113	DA PRETRIAL INTERVENT. PRG REG F/T EMPLOYEES	($2,305.28)
5-1225-412-00-080-015-0-	211	DA PRETRIAL INTERVENT. PRG HEALTH INSURANCE	($48.07)
5-1225-412-00-080-015-0-	212	DA PRETRIAL INTERVENT. PRG LIFE INSURANCE	($0.30)
5-1225-412-00-080-015-0-	220	DA PRETRIAL INTERVENT. PRG FICA	($176.35)
5-1225-412-00-080-015-0-	230	DA PRETRIAL INTERVENT. PRG RETIREMENT	($245.05)
5-1225-412-00-080-015-0-	250	DA PRETRIAL INTERVENT. PRG UNEMPLOYMENT COMP	($13.83)
5-1225-412-00-080-015-0-	260	DA PRETRIAL INTERVENT. PRG WORKER'S COMP	($2.54)
		2015 BUDGETARY IMPACT:	**($2,791.42)**

2016 Budgetary Impact: ($4,730.92)

POSSIBLE FUNDING SOURCES: **NO BUDGETARY IMPACT-COST SAVINGS**

Comments

HIDALGO COUNTY

Department of Budget & Management

FISCAL NOTE

To: **Commissioners' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, May 19, 2015** **Agenda Item:** **49704**

Dept.: **DA BOND FORFEITURE COMMISSIONS (1100)**

SUMMARY OF REQUEST:

APPROVAL OF THE FOLLOWING PERSONNEL SALARY ADJUSTMENTS, EFFECTIVE NEXT FULL PAY PERIOD OF 6/1/2015:

Fund	Position	Slot#	Obj	Current Budgeted Salary/Allowance	Proposed Budgeted Salary/Allowance	Total Requested
1100	CRIMINAL INVESTIGATOR III	0019	113	4,983.00	0.00	(4,983.00)
1100	CRIMINAL INVESTIGATOR I	0021	113	417.00	10,417.00	10,000.00
1100	ASSISTANT DISTRICT ATTORNEY III	0012	113	12,003.00	10,983.00	(1,020.00)
1100	CRIMINAL INVESTIGATOR II	0022	113	3,758.00	3,590.00	(168.00)
1100	ASSISTANT DISTRICT ATTORNEY III	0016	113	16,498.00	9,998.00	(6,500.00)
			SUB-TOTAL:	37,659.00	34,988.00	(2,671.00)

Account Number		Account Name	Budgetary Impact
5-1100-412-00-080-016-0-	113	DA BOND FORFEITURE COMM REG F/T EMPLOYEES	($1,575.99)
5-1100-412-00-080-016-0-	211	DA BOND FORFEITURE COMM HEALTH INSURANCE	$21.86
5-1100-412-00-080-016-0-	212	DA BOND FORFEITURE COMM LIFE INSURANCE	$0.14
5-1100-412-00-080-016-0-	220	DA BOND FORFEITURE COMM FICA	($120.56)
5-1100-412-00-080-016-0-	230	DA BOND FORFEITURE COMM RETIREMENT	($167.53)
5-1100-412-00-080-016-0-	250	DA BOND FORFEITURE COMM UNEMPLOYMENT COMP	($9.46)
5-1100-412-00-080-016-0-	260	DA BOND FORFEITURE COMM WORKER'S COMP	($30.26)
		2015 BUDGETARY IMPACT:	**($1,881.80)**

2016 Budgetary Impact: ($3,189.28)

POSSIBLE FUNDING SOURCES: **NO BUDGETARY IMPACT - COST SAVINGS**

Comments

HIDALGO COUNTY

INVENTORY CONTROL SPECIALIST III

GENERAL DESCRIPTION

Performs advanced inventory work; Maintaining Inventory to include machinery and equipment, properties, and other inventory as directed by management; monitoring inventory operations for compliance with established procedures; Works under moderate supervision, with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Oversees accounting records of purchases, applies inventory numbers to items as assigned by the purchasing department, and maintains inventory and stock control records and ensures that all Criminal District Attorney's inventory is labeled in compliance with County Fixed Assets Policies and guidelines.

Prepares inventory monthly reports for the review of the Administration Division in the Criminal District Attorney's Office.

Conducts (periodically) physical inventory count and reconciles with inventory books/logs.

Oversees levels of supplies and merchandise and recommends when orders are needed.

Oversees and maintains an inventory database including pictures of equipment, properties, vehicles, and other inventory at management discretion.

Disposes of surplus property, and arranges and rotates if necessary.

May prepare purchase orders as assigned.

Develops and maintains an efficient system of inventory management and control, and recommends improvements in compliance with County Fixed Assets Policies and guidelines.

Works with the Accounting Division in the Criminal District Attorney's Office to ensure that all seized assets are properly recorded upon entry and surplus of such in agreement with Court judgments.

Performs related work as assigned.

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three (3) years of experience in accounting or inventory control

Bachelor's degree in Business Management or Accounting

Experience may be substituted for one another

Knowledge, Skills, and Abilities

Knowledge of inventory practices, methods, and procedures.

Ability to transfer inventory from one location to another, and review inventory policy for compliance.

Ability to maintain good working relationships with County employees, representatives of outside agencies, and members of the public.

Ability to understand issues that relate aspects of and/or parts of a project to the overall circumstances and needs of the organization is also required

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

SYSTEMS SUPPORT MANAGER

GENERAL DESCRIPTION

This position performs complex information systems managerial work. Work involves providing assistance in the planning, development, maintenance, and monitoring of integrated database systems, and ensuring that the conceptual and design phases of new applications are consistent with the structural parameters within the information environment. Manages and administers the Criminal District Attorney's Office computerized information system including all range computers, NT servers, internet firewall, e-mail server and local and wide area networks; Works under moderate supervision with limited latitude for the use of initiative and independent judgment and under the direction of the Administrator of the Criminal District Attorney's Office.

EXAMPLES OF WORK PERFORMED

Performs data modeling and prototyping, and implements efficiency improvements.

Plans and establishes standards and specifications for network computer systems.

Executes the procedures necessary to save, retrieve, and recover databases from hardware and software failures.

Maintains data standards; prepares and develops database documentation, procedures, and definitions for data dictionaries.

Loads information, reorganizes as necessary, and assists in monitoring database performance.

Creates test database environment for applications section, including the creation of necessary libraries and procedures.

Assists with the installation of database software and with analyzing, designing, implementing and maintaining of databases as well as implementing appropriate security controls and measures.

Manages the Criminal District Attorney's Office information system including hardware; assesses current and future data processing needs for Criminal District Attorney's Office users and modifies existing systems and writes/installs or recommends new programs and hardware to meet user needs.

Provides the management for a computerized recordkeeping system, eliminating many manual records and the need for outside vendor systems.

Confers with users regularly to identify computerization needs and determines how the desired results can be achieved; analyzes existing systems and programs and develops or recommends new systems or modifications to existing systems.

Assures system documentation by directing the writing of detailed descriptions of the system components; supervises the training of user department personnel in the use of PC's, terminals, printers and other peripherals, in addition to the program applications installed.

Recommends and directs software changes and updates to keep department systems up-to date; monitors any software changes; assists departments with regard to program changes and operations.

Assists in designing special forms for user departments; assists in determining if the form meets user needs, determines number of forms, etc.

Develops methodology to expand flexibility of programs or systems to meet changing needs of user departments and to accommodate future expansion without necessitating a major redesign of the systems at a later date.

Works on special projects to assist in establishing goals and deadlines pertaining to the cycle or flow of the Criminal District Attorney's Office information within the department and to the State and Federal government.

Determines the most effective way to design a system or write a program and authorizes scheduling.

Maintains contacts with all department's users, hardware vendors and other systems representatives.

Assists the assets division in ensuring the recordkeeping of all inventories (seized assets & Criminal District Attorney's/ County assets) by designing, developing, and maintaining databases for internal control.

Maintains and oversees all technical aspects as it relates to the Odyssey systems; Provides centralized reporting metrics for all offices supported by the FA; Support of department users (specific to the District Attorney's Office staff only); Setup User Rights and Roles only; Training of all new hires on the Odyssey application.

Maintains and oversees all technical aspects as it relates to the e-filing systems and ensures compliance with state regulations; In additions ensures all users are in compliance with state regulations with respect to e-filing.

Provides technical support to ensure all TCEOLE users are in compliance with state government regulations with respect to training hours.

Performs related work as assigned.

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Seven (7) year experience in government system design and programming work including three (3) years in a supervisory role.

Graduation from an accredited four (4) year college or university with major course work in computer science, management information systems, or a related field.

Education and experience may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of the principles, practices, and techniques of computer programming and systems design; of computer operations, systems, and procedures; of project control and cost estimating techniques; of computer programming languages; of data processing flowcharting techniques; of database structures and theories; of current database technologies; and of data analysis techniques.

Ability to identify and define user task needs, to process information logically, and to conduct short-range and long-range project planning studies.

Ability to develop strategic plans and policy documents that provide solutions to wide variety of difficult problems of diverse scope and that ensure enhanced efficiency for the District Attorney's Office.

Ability to understand issues that relate aspects of and/or parts of a project to the overall circumstances and needs of the organization is also required

Ability to maintain good working relationships with County employees, representatives of outside agencies, and members of the public.

Able to clarify and resolve technical and policy issues that arise during the project.

May be required to work irregular hours, holidays and weekends to respond to emergency situations.

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's Accident Prevention Plan and the department safety regulations

AI-49483 **Human Resources** **12. B.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted By: Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

HIDTA - US Treasury E-Sharing (1252):
1. Approval to create two (2) full-time positions as follows:

Action	Slot #	Dept./ Program	Position Title	Proposed Budgeted Salary
Create	0001	270-012	Criminal Investigator II	$60,000.00
Create	0002	270-012	Criminal Investigator II	$60,000.00

2. Authorization to pay overtime under the US Treasury E-Sharing terms and conditions.
3. Approval of appropriation of funds.
4. Approval to create the salary schedule in accordance with Commissioners Court action.

BACKGROUND

HIDTA's Department of Treasury Equitable Sharing funds will be utilized to create these two (2) new law enforcement positions that will supplement HIDTA's current workforce.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1252-412-00-270-012-0-XXX

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

BUDGETARY IMPACT:

SEE ATTACHED APPROPRIATION FORM FOR AVAILABILITY OF FUNDS.

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

HIDTA's Department of Treasury Equitable Sharing funds are secured from the point in which a position is filled, and not when created. At the end of the 1 yr work period, the positions will be funded through the HIDTA Chapter 59 funds (1251), at the discretion of management.

Attachments

PAR Form & Job Descriptions
Appropriation
FISCAL NOTE

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/08/2015 09:39 AM
Human Resources	Diana Munoz	05/14/2015 10:43 AM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Nelda Olivarez		Started On: 04/24/2015 03:53 PM
Final Approval Date: 05/15/2015		

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY - 8 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: HIDTA US TREASURY (270-012) **DATE:** 5/7/2015

CURRENT POSITION TITLE: - **CURRENT SLOT #:** 270-0012-0001 & 0002

REQUESTED POSITION TITLE: CRIMINAL INVESTIGATOR II

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

HIDTA US TREASURY (270-012) Salary Amount:

$ 0.00	$ 60,000 x 2 positions	$ 120,000.00
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Salary Amount:

$ 0.00	$ 0.00	$ 0.00
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 Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

CIVIL SERVICE:

Exempt [X]
Non-Exempt [ ]
N/A [ ]

FLSA:

Exempt [ ]
Non-Exempt [X]

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

THE POSITION IS NEEDED TO FULFILL THE CRIMINAL DISTRICT ATTORNEY'S OFFICE/ HIDTA DEPARTMENT'S STATUTORY DUTIES AND OBJECTIVES.

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. Ricardo Cantu for Ricardo Rodriguez, Jr. DEPARTMENT HEAD	05/07/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	X	YES		NO
2. HUMAN RESOURCES DIRECTOR	5/12/2015 Date	PERSONNEL PROCEDURES COMPLETED	✓	YES		NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	5/15/15 Date	BUDGET PROCEDURES COMPLETED	✓	YES		NO
4. COMMISSIONERS' COURT APPROVAL	Date					

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

CRIMINAL INVESTIGATOR II

GENERAL DESCRIPTION

Performs mid-level criminal investigation work; Investigate assigned criminal activities. Perform supplementary investigation to assist prosecutors in case preparations. Make arrests and file criminal cases.

EXAMPLES OF WORK PERFORMED

Investigates all types of criminal activities and assists prosecutors in case preparation

Assists local, state, federal and out-of-state police offices in making arrests and filing criminal cases

Prepares and executes search and arrest warrants and serves subpoenas

Prepares reports and correspondence

Interviews inmates and other people to secure intelligence data and information; takes statements and confessions

Locates and interview persons, take statements and depositions, evaluate evidence, examine records, collect data and report facts

Obtains evidence from police agencies and pen packet from various prison systems

Evaluates videotaped interviews of children who are victims of physical/sexual abuse

Testifies in criminal trials

Performs all other related duties as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Three (3) years of experience in related field functioning as a law enforcement officer

Associate's degree in Law Enforcement

Certificates, Licenses, Registrations

Texas Peace Officer certification from the Texas Commission of Law Enforcement Officer Standards and Education (TCLEOSE)

Mandatory firearms qualification and physical training

Knowledge, Skills, and Abilities

Excellent verbal and written communication skills are necessary

Skill is required in preparing written products and oral presentations

Ability to think logically and objectively

Ability to analyze and evaluate facts, evidence and related information

Laws of arrest, search and seizure, service of legal process, and the legal rights of citizens

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: May 15, 2015

DEPARTMENT HEAD: Ricardo Rodriguez,Criminal District Attorney

DEPARTMENT NAME: HIDTA Task Force

ACCOUNT NUMBER: Expenditure - 1252-412-00-270-012-0-xxx (US Treasury E-Sharing 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)
5-1252-412-00-270-012-0-	113	Reg F/T Employees	$	120,000.00
5-1252-412-00-270-012-0-	211	Health Insurance		11,856.00
5-1252-412-00-270-012-0-	212	Life Insurance		75.12
5-1252-412-00-270-012-0-	220	FICA		9,180.00
5-1252-412-00-270-012-0-	230	Retirement		12,756.00
5-1252-412-00-270-012-0-	250	Unemployment Compensation		720.00
5-1252-412-00-270-012-0-	260	Workers' Compensation		3,744.00
		TOTAL APPROPRIATIONS	**$**	**158,331.12**

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
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, May 19, 2015 Agenda Item: 49483

Summary of request/proposal:
US TREASURY E-SHARING (1252)-
APPROVAL TO CREATE THE FOLLOWING TWO FULL-TIME POSITIONS AS FOLLOWS:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1252	CRIMINAL INVESTIGATOR II	0001	113	0.00	60,000.00	60,000.00
1252	CRIMINAL INVESTIGATOR II	0002	113	0.00	60,000.00	60,000.00
				0.00	120,000.00	120,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
5-1252-412-00-270-012-0-	113	HIDTA US TREASURY-	REGULAR FULL TIME	$70,804.60
5-1252-412-00-270-012-0-	211	HIDTA US TREASURY-	HEALTH INSURANCE	$3,497.75
5-1252-412-00-270-012-0-	212	HIDTA US TREASURY-	LIFE INSURANCE	$22.16
5-1252-412-00-270-012-0-	220	HIDTA US TREASURY-	FICA	$5,416.55
5-1252-412-00-270-012-0-	230	HIDTA US TREASURY-	RETIREMENT	$7,526.53
5-1252-412-00-270-012-0-	250	HIDTA US TREASURY-	UNEMPLOYMENT COMP	$424.83
5-1252-412-00-270-012-0-	260	HIDTA US TREASURY-	WORKER'S COMP	$2,209.10
			2015 Budgetary Impact	$89,901.52

2016 Budgetary Impact: $152,365.56

Possible Funding Sources: FUND 1252

Comments:

Hidalgo Co. Budget Office
2/3/2005

AI-49703 **Human Resources** **12. C.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Esther Cortez, HUMAN RESOURCES

Submitted By: Diana Munoz, HUMAN RESOURCES

Department: HUMAN RESOURCES

Information

CAPTION

Precinct #1 - Road Maintenance (1200):
1. Requesting waiver of the Budget Amendment Policy- Personnel - Related Amendments.
2. Discussion, consideration and approval to create one FT temporary position not to exceed 3 months:

Slot#	Dept/ Program	Position Title	Proposed Budgeted Salary
T0147	121-005	Maintenance I	$25,000.00

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

BACKGROUND

Fiscal Impact

Attachments

FISCAL
SALARY ANALYSIS
PAR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/15/2015 04:06 PM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Diana Munoz		Started On: 05/14/2015 03:56 PM
Final Approval Date: 05/15/2015		

HIDALGO COUNTY

Department of Budget & Management

FISCAL NOTE

To: **Commissioners' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, May 19, 2015** **Agenda Item:** **49703**

Dept.: **PCT 1 RD MAINTENANCE (1200)**

SUMMARY OF REQUEST:

APPROVAL TO CREATE THE FOLLOWING TEMPORARY FULL-TIME POSITION:

Fund	Position	Slot #	Obj	Current Budgeted Salary / Allowance	Proposed Budgeted Salary / Allowance	Total Requested
1200	MAINTENANCE I	T0147	121	0.00	6,250.40	6,250.40
			SUB-TOTAL:	0.00	6,250.40	6,250.40

Account Number		Account Name		Budgetary Impact
5-1200-431-00-121-005-0-	121	PCT 1 RD MAINT.	TEMP F/T EMPLOYEES	$6,250.40
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	$478.16
5-1200-431-00-121-005-0-	230	PCT 1 RD MAINT.	RETIREMENT	$0.00
5-1200-431-00-121-005-0-	250	PCT 1 RD MAINT.	UNEMPLOYMENT COMP	$37.50
5-1200-431-00-121-005-0-	260	PCT 1 RD MAINT.	WORKER'S COMP	$430.03
			2015 BUDGETARY IMPACT:	**$7,196.09**

2016 Budgetary Impact: $7,196.09

POSSIBLE FUNDING SOURCES: **FUNDED FROM ESTIMATED LAPSE SALARIES UNDER R&B**

Comments

FUNDING NOT TO EXCEED THREE (3) MONTHS

Hidalgo County

Department of Budget & Management

AI-49703

SALARY ANALYSIS

Pct 1 R&B Programs

as of 5/13/15

Account Number	Account Description	2015 Budgeted Salary	Amt Per Payperiod	Payperiods Remaining	Remaining Est Amount for year end	Available Balance as of 5/13/15	Est Lapsed Amount
5-1200-431-00-121-004-0-113	PCT1 ADM-REG F/T EMPLOYEES	458,865.00	17,648.65	17.40	307,086.58	307,679.70	(593.12)
5-1200-431-00-121-004-0-114	PCT1 ADM-REG P/T EMPLOYEES	28,325.00	1,089.42	17.40	18,955.96	23,436.22	(4,480.26)
5-1200-431-00-121-004-0-115	PCT1 ADM-LONGEVITY PAY	3,420.00	142.50	15.40	2,194.50	2,220.36	(25.86)
5-1200-431-00-121-004-0-211	PCT1 ADM-HEALTH INSURANCE	59,280.00	2,470.00	14.00	34,580.00	34,086.00	494.00
5-1200-431-00-121-004-0-212	PCT1 ADM-LIFE INSURANCE	375.60	31.30	7.00	219.10	219.10	0.00
5-1200-431-00-121-004-0-220	PCT1 ADM-FICA	37,531.67	1,443.53	17.40	25,117.35	25,392.95	(275.60)
5-1200-431-00-121-004-0-230	PCT1 ADM-RETIREMENT	52,151.84	2,005.84	17.40	34,901.62	35,065.33	(163.71)
5-1200-431-00-121-004-0-250	PCT1 ADM-UNEMPLOYMENT COMP	2,943.66	113.22	17.40	1,969.99	1,979.22	(9.23)
5-1200-431-00-121-004-0-260	PCT1 ADM-WORKERS COMP	1,029.00	39.58	17.40	688.64	691.80	(3.16)
						Est. Lapse (Adm):	(5,056.95)
5-1200-431-00-121-005-0-113	PCT1 RD MAINT-REG F/T EMPLOYEES	2,433,175.00	93,583.65	17.40	1,628,355.58	1,631,368.52	(3,012.94)
5-1200-431-00-121-005-0-115	PCT1 RD MAINT-LONGEVITY PAY	13,740.00	572.50	15.40	8,816.50	8,801.50	15.00
5-1200-431-00-121-005-0-211	PCT1 RD MAINT-HEALTH INSURANCE	403,104.00	16,796.00	14.00	235,144.00	233,662.00	1,482.00
5-1200-431-00-121-005-0-212	PCT1 RD MAINT-LIFE INSURANCE	2,554.08	212.84	7.00	1,489.88	1,489.88	0.00
5-1200-431-00-121-005-0-220	PCT1 RD MAINT-FICA	187,189.00	7,199.58	17.40	125,272.64	126,136.86	(864.22)
5-1200-431-00-121-005-0-230	PCT1 RD MAINT-RETIREMENT	260,107.06	10,004.12	17.40	174,071.65	174,381.09	(309.44)
5-1200-431-00-121-005-0-250	PCT1 RD MAINT-UNEMPLOYMENT COMP	14,681.49	564.67	17.40	9,825.30	9,842.83	(17.53)
5-1200-431-00-121-005-0-260	PCT1 RD MAINT-WORKERS COMP	128,966.00	4,960.23	17.40	86,308.02	86,482.49	(174.47)
						Est. Lapse (Rd Maint):	**(2,881.61)**
						Grand Total Est. Lapse:	**(7,938.56)**

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 14 2015
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: PCT. 1 ROAD MAINTENANCE (121-005) DATE: 5/12/2015

CURRENT POSITION TITLE: CURRENT SLOT #: T0147

REQUESTED POSITION TITLE: MAINTENANCE I

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	$ ~~25,000.00~~ $6,250.40 (2)	$ ~~25,000.00~~ $6,250.40 (2)
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

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

☒ Other LAPSE SALARIES

POSITION Type:

Full Time Employee Object 113	☐	Part Time Employee Object 114	☐	$12.02 (1) Enter hourly rate for temp. positions
Full Time Employee Object 121	☒	Part Time Temporary Object 122	☐	$ 25,000.00 / 2080= $12.02 Hourly Rate "2,080 hrs. per year = Annual Salary; 12.02 x 520 = $6,250.40 (1)

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
		Mon-Sat 7-4	40 hours	Not to exceed 3 months

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

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

Upon evaluation of the Department it is determined that this position is needed to assist with the Department's high demand of workload due to the reason that we have an employee out on FMLA with-out-pay.

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	5/14/15 Date	FUNDING AVAILABLE IN DEPT. BUDGET	[X]	YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	5/15/2015 Date	PERSONNEL PROCEDURES COMPLETED	[✓]	YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	05/18/2015 Date	BUDGET PROCEDURES COMPLETED	[✓]	YES	[ ] NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY PRECINCT #1

MAINTENANCE I

GENERAL DESCRIPTION

Serves as general maintenance for the Precincts. This is a responsible position that may involve minimal instruction or supervision. This is an unskilled 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.

EXAMPLES OF WORK PERFORMED

Loads material, trash, brush, etc., onto truck; may sometime unload the same

Assists in cleaning equipment, hand tools, and truck

May perform minor repairs to the tools, equipment, and truck

Cut high grass or weeds and picks up brush along County right-of-way

Maintain shop area clean on daily basis

May patch County Roads

May operate chainsaw to clear right of ways

Regular attendance is a must

Ability to work well with others

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

Experience in masonry and cement work

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

Must have basic knowledge of hand tools associated with manual labor and the minor repair of the equipment

Employee working in the installation of signs may use a jackhammer, pole-hole digger, hole-auger, air compressor, etc., but all employees will be trained on the job to handle such tools

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

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

Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division in all units of measure

Ability to solve simple and common sense problems and interpret simple instructions furnished in written, oral, diagram or schedule form

Ability to understand, follow and give oral and written instructions

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 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

AI-49611 **Health & Human Services Dept.** **13. A.**

CC - REGULAR

Meeting Date: 05/19/2015

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 renewal application for the Texas Healthy Communities program in the amount of $50,000.00 starting October 1, 2015 and ending September 30, 2016.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1293-441-00-340-061-6-XXX

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

BUDGETARY IMPACT:

No local match required.

Approval to submit grant renewal application...

Attachments

Award Email

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/08/2015 03:05 PM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Mike Escaname		Started On: 05/08/2015 01:59 PM
Final Approval Date: 05/15/2015		

From: "Zurovec,Sharon (DSHS)" <Sharon.Zurovec@dshs.state.tx.us>
To: "Eddie.olivarez@hchd.org" <Eddie.olivarez@hchd.org>
Cc: "Zurovec,Sharon (DSHS)" <Sharon.Zurovec@dshs.state.tx.us>, "Brea,Cecily (DSHS)" <Cecily.Brea@dshs.state.tx.us>
Subject: FY16 Renewal - Texas Healthy Community Contract (TXHC)
Date: 5/6/2015 11:08:41 AM

Dear Contractor,

Your TXHC contract with DSHS ends on September 30, 2015. We will be renewing your contract for $50,000.00 for a 12-month budget period starting October 1, 2015 and ending September 30, 2016. I have attached the renewal documents, which include the Renewal Application Packet and budget templates. Please complete the renewal documents and return to me with a copy to Cecily Brea @ Cecily.Brea@dshs.state.tx.us on or before May 15, 2015.

Regards,

Sharon Zurovec
Contract Manager
Prevention Branch
DCPS/RLHS Contract Management Unit
Texas Department of State Health Services
P.O. Box 149347
Austin, Texas 78714 – Mail Code 1990

Phone: (512) 776-7111 ext. 6004
FAX: (512) 776-7391
Email: Sharon.zurovec@dshs.texas.gov

AI-49588 **Health & Human Services Dept.** **13. B.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval to accept the CPS/Ebola grant contract #2015-003624-00 in the amount of $44,322.00 for the period of 05/15/2015 to 09/30/2016.
2. Requesting approval for County Judge to e-sign the CPS/Ebola grant contract.
3. Requesting approval for County Judge to e-sign the Certification Regarding Lobbying statement.
4. Requesting approval for County Judge to e-sign the Fiscal Federal Funding Accountability and Transparency Act Certification statement.
5. Requesting approval of the Certification of Revenue in the amount of $44,322.00.
6. Requesting approval of the budget appropriation in the amount of $44,322.00.

BACKGROUND

03/03/2015 - AI-48639 - Approval to submit grant application.

Fiscal Impact

FISCAL YEAR: 2016 **ACCT. #:** 5-1293-441-00-340-064-6-XXX

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

BUDGETARY IMPACT:

No local match required.

5-1293-331-12-340-064-6-000 CPS / EBOLA – REVENUE

Period: 5-15-2015 to 09-30-2016

Attachments

Grant Contract
Budget Appropriation
COR

Form Review

Inbox	Reviewed By	Date

Budget & Management	Debbie Tamez	05/06/2015 02:59 PM
Auditor's Office	Debbie Tamez	05/14/2015 02:13 PM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Mike Escaname		Started On: 05/06/2015 01:28 PM
Final Approval Date: 05/15/2015		

Mike Escaname

From: CMPS@dshs.state.tx.us
Sent: Wednesday, April 29, 2015 3:39 PM
To: mike.escaname@hchd.org; ramon.garcia@co.hidalgo.tx.us; jonah.wilczynski@dshs.state.tx.us; jonah.wilczynski@dshs.state.tx.us
Subject: Signature Required for DSHS Contract

Document Identifier: RLHS-2015-CPS/EBOLA-00039
Organization Name: Hidalgo County

Log in to system to review and e-sign DSHS Contract.

See the topic “eSignature” in My Training Materials on the system website to learn how to review and electronically sign a contract.

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2015-003624-00

This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Hidalgo County (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is $44,322.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 05/15/2015 and ends on 09/30/2016. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. Program Name: CPS/EBOLA Ebola Public Health Preparedness

7. Statement of Work:

SECTION I. STATEMENT OF WORK:

A. Contractor shall perform activities in support of the Public Health Emergency Preparedness Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-12010302SUPP15) under the Grant Title: Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Cooperative Agreements / PHEP Supplemental for Ebola Preparedness and Response Activities and CFDA # 93.074 from the Centers for Disease Control and Prevention (CDC). This Ebola preparedness and response supplemental funding seeks to support accelerated local public health preparedness planning and operational readiness for responding to Ebola virus disease. For the Ebola Supplemental Funds, there is not a match requirement.

B. Contractor shall collaborate with the healthcare sector through contractor participation in regional healthcare coalitions. Contractor activities should be fully coordinated with the healthcare sector in awardee jurisdictions, as well as with other state-funded public health programs and those of other agencies to promote cross-cutting and coordinated activities while limiting duplication.

C. Contractor shall address public health preparedness capabilities including, but not limited to the contractor's work plan submitted to DSHS as provided for in Section I(L)(2):

1. Capability 1 – Community Preparedness is the ability of communities to prepare for, withstand, and recover – in both the short and long terms – from public health incidents.

2. Capability 4 – Emergency Public Information and Warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders.

3. Capability 6 – Information Sharing is the ability to conduct multijurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to federal, state, local, territorial, and tribal levels of government and the private sector in preparation for and in response to events or incidents of public health significance.

4. Capability 10 – Medical Surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were compromised.

5. Capability 11 – Non-Pharmaceutical Interventions is the ability to recommend to the applicable lead agency (if not public health) and implement, if applicable, strategies for disease, injury, and exposure control. Strategies include the following: isolation and quarantine; restrictions on movement and travel advisory/warnings; social distancing; external decontamination; hygiene; and precautionary behaviors.

6. Capability 12 – Public Health Laboratory Testing is the ability to conduct rapid and conventional detection, characterization, confirmatory testing, data reporting, investigative support, and laboratory networking to address actual or potential exposure to all-hazards. Hazards include chemical, radiological, and biological, and biological agents in multiple matrices that may include clinical samples, food, and environmental samples (e.g., water, air, and soil). This capability supports routine surveillance, including pre-event incident and post-exposure activities.

7. Capability 13 – Public Health Surveillance and Epidemiological Investigations is the ability to create, maintain, support and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.

8. Capability 14 – Responder Safety and Health describes the ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, if requested.

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

E. Contractor will comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:
1. Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
2. Public Law 113-05, Pandemic and All-Hazards Preparedness Reauthorization Act; and
3. Texas Health and Safety Code Chapter 81.

F. Contractor will comply with all applicable regulations, standards and guidelines in effect on the beginning date of the Term of this Contract.

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

H. In the event of an infectious disease outbreak involving a portion of the state, Contractor will mobilize and dispatch staff or equipment purchased with funds from previous PHEP cooperative agreements and not performing critical duties in the jurisdiction served, to the affected area of the state upon receipt of a written request from DSHS.

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

J. Contractor will develop, implement and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Contract, including partial full-time employees and temporary staff.

K. DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Contract amount, Contractor's budget may be subject to a decrease for the remainder of the Term of the Contract. Vacant positions existing after ninety days may result in a decrease in funds.

L. The Contractor will:
1. Submit programmatic reports as directed by DSHS in a format specified by DSHS. Contractor will provide DSHS other reports, including financial reports, and any other reports that DSHS determines necessary to accomplish the objectives of this contract and to monitor compliance.
2. Submit a work plan to DSHS outlining activities and deliverables on a template to be provided by DSHS within 30 days of the start of the contract.

3. Submit the mid-year report in a format and timeframe to be determined by DSHS.
4. Submit a close-out report in a format and timeframe to be determined by DSHS.
5. Submit the concept of operations plan for responding to Ebola or highly infectious diseases developed in accordance with DSHS Planning Standards by Sept 30, 2016.
6. Submit quarterly (July 15, 2015; October 15, 2015; January 15, 2016; April 15, 2016; July 15, 2016; September 30, 2016) two examples of evidence of collaboration with healthcare coalitions such as meeting agendas, minutes, sign-in sheets or other documentation of communication.
7. Submit at mid-year and closeout evidence of at least quarterly epidemiological data information sharing to healthcare system partners in their jurisdictions; evidence may include newsletters, bulletins, or reports.
8. Submit at mid-year and closeout evidence of at least quarterly non-pharmaceutical intervention information sharing to healthcare system partners in their jurisdictions; evidence may include newsletters, bulletins, or reports.
9. Designate a member of the PHEP program to attend, in person, one (1) of the eight (8) regional DSHS Ebola virus disease (EVD) seminars to be held in each of the eight (8) DSHS health service regions.
10. Designate a member of the PHEP program to attend, in person, the statewide Ebola Virus Disease Symposium.
11. Complete all additional reporting requirements requested by DSHS. Due dates will be listed in the most current DSHS Ebola supplemental reporting schedule, to be released no later than June 1, 2015.

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

M. In the event of another local, state, or federal emergency the Contractor has the authority to utilize approximately five percent of the Contractor's staff's time supporting this Program Attachment for response efforts. DSHS shall reimburse Contractor up to five percent of this Program Attachments funded by CDC for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

N. For the purposes of this Contract, the Contractor may not use funds for research, clinical care, the purchase of furniture or equipment, fund-raising activities or lobbying, construction or major renovations, for reimbursement of pre-award costs, to supplant existing state or federal funds for activities, payment or reimbursement of backfilling costs for staff, purchase of vehicles of any kind, funding an award to another party or provider who is ineligible.

O. Contractor will only expend funds for reasonable program purposes, including personnel, travel, supplies, and services, such as contractual.

P. Contractor shall coordinate all risk communication activities with the DSHS Communications Unit by using DSHS's core messages posted on the DSHS website, and submitting copies of draft risk communication materials to DSHS for coordination prior to dissemination.

SECTION II. PERFORMANCE MEASURES:

The initial reporting requirements schedule is subject to change as DSHS and CDC modify performance measures and due dates.

Contractor shall provide services in the following counties:

SECTION III. SOLICITATION DOCUMENT:

Exempt - Governmental Entity

SECTION IV. RENEWALS:

DSHS and the Contractor may renew this Contract by executing a new agreement.

SECTION V. PAYMENT METHOD:

A. DSHS will make payments for services it receives under this Contract to the Contractor from its current revenues.

B. If applicable, the Contractor will liquidate or return unused portions of the working capital advance to the DSHS prior to the end of the contract period of September 30, 2016.

SECTION VI. FINANCIAL INFORMATION

SOURCE OF FUNDS: CFDA # 93.069
GRANT TITLE: CDC-RFA-TP12-12010302SUPP15

SECTION VII. BILLING INSTRUCTIONS:

Contractor will request payment using the State of Texas Purchase Voucher (Form B-13) on a monthly basis and acceptable supporting documentation for reimbursement of the required services/deliverables. Additionally, the Contractor will submit the Financial Status Report (FSR-269A). Vouchers, supporting documentation and Financial Status Report should be mailed or emailed to the addresses below.

Claims Processing Unit, MC1940
Texas Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

B-13: invoices@dshs.state.tx.us
Php.vouchersupport@dshs.state.tx.us

Support Document: invoices@dshs.state.tx.us
Php.vouchersupport@dshs.state.tx.us

B-13A: invoices@dshs.state.tx.us
Php.vouchersupport@dshs.state.tx.us

FSR: invoices@dshs.state.tx.us
Php.vouchersupport@dshs.state.tx.us
FSRGrants@dshs.state.tx.us

8. Service Area

Hidalgo County

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2015-Solicitation-00002

RLHS FY15 Ebola NEW CONTRACT

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 09/30/2016

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.074

14. DUNS Number:

103110834

This section intentionally left blank.

16. Special Provisions

SECTION VIII. SPECIAL PROVISIONS:

A. General Provisions, Compliance and Reporting Article II, Applicable Laws and Regulations Regarding Funding Sources, Section 2.06, is amended by deleting Section 2.06 in its entirety and replacing it with the following:

When applicable, federal statutes, regulations and/or federal grant requirements applicable to funding sources and any updates to such will apply to this Contract. Contractor agrees to comply with applicable laws, executive orders, regulations and policies, as well as Office of Management and Budget (OMB) Circulars (as codified in Title 2, 200 of the Code of Federal Regulations (CFR) and 45 CFR 75) the Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov. Code Chapter 783, and Uniform Grant Management Standards (UGMS), as revised by federal circulars and incorporated in UGMS by the Comptroller of Public Accounts, Texas Procurement and Support Services Division. UGMA and UGMS can be located through web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. Contractor also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements §__.14. If applicable, Contractor shall comply with the Federal awarding agency's Common Rule, and the U.S. Health and Human Services Grants Policy Statement, both of which may be located through web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. For contracts funded by block grants, Contractor shall comply with Tex. Gov. Code Chapter 2105.

B. Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than November 14, 2016, for costs incurred between the services dates of May 15, 2015 to September 30, 2016. No expenditures with service dates from May 15, 2015 to September 30, 2016 will be paid after November 14, 2016 from the HPP-PHEP Cooperative Agreement/PHEP Supplemental for Ebola Preparedness and Response Activities. This Subsection supersedes Section 4.03 of the Fiscal Year 2015Department of State of Health Services General Provisions (Core/Sub Recipient).

C. General Provisions, Funding Article IV, Use of Funds Section 4.03, is amended to include the following:
Contractor is allocated $44,322 from May 15, 2015 to September 30, 2016.

Expenditures may not exceed the above allocated amounts within the specified timeframes.

D. General Provisions, Terms and Conditions of Payment Article VI, is revised to include:
DSHS will monitor Contractor's billing activity and expenditure reporting on a quarterly basis. Based on these reviews, DSHS may reallocate funding between contracts to maximize use of available funding.

E. General Provisions, Access and Inspection Article XI, Access Section 11.01 is hereby revised to include the following:
In addition to the site visits authorized by this Article of the General Provisions, Contractor will allow DSHS to conduct on-site quality assurance reviews of Contractor. Contractor will comply with all DSHS documentation requests and on-site visits. Contractor will make available for review all documents related to the Statement of Work and Exhibit A, upon request by the DSHS Program staff.

F. General Provisions, General Business Operations of Contractor Article XIV, Equipment Purchases (Including Controlled Assets), Section 14.20, is revised as follows:
Contractor is required to initiate the purchase of approved equipment no later than September 30, 2016 as

documented by issue of a purchase order or written order confirmation from the vendor on or before September 30, 2016. In addition, all equipment must be received no later than 45 calendar days following the end of the Program Attachment term.

G. General Provisions, General Terms Article XV, Amendment Section 15.15, is amended to include the following:
Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Program Attachment.

17. Documents Forming Contract. The Contract consists of the following:

a. Contract (this document)	2015-003624-00
b. General Provisions	Subrecipient General Provisions
c. Attachments	Budgets,
d. Declarations	Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
e. Exhibits	

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name:	Hidalgo County
Vendor Identification Number:	17460007176

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

Department of State Health Services	**Hidalgo County**
By: Signature of Authorized Official	By: Signature of Authorized Official
Date	Date
Name and Title 1100 West 49th Street Address Austin, TX 78756-4204 City, State, Zip	Name and Title Address City, State, Zip
Telephone Number	Telephone Number
E-mail Address	E-mail Address

Budget Summary

Organization Name: Hidalgo County Program ID: CPS/EBOLA

Contract Number: 2015-003624-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	$0.00	$0.00	$0.00	$0.00
Fringe Benefits	$0.00	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00	$0.00
Supplies	$29,745.00	$0.00	$0.00	$29,745.00
Contractual	$0.00	$0.00	$0.00	$0.00
Other	$14,577.00	$0.00	$0.00	$14,577.00
Total Direct Costs	$44,322.00	$0.00	$0.00	$44,322.00
Indirect Costs	$0.00	$0.00	$0.00	$0.00
Totals	$44,322.00	$0.00	$0.00	$44,322.00

TEXAS Department of State Health Services

CMPS Contract Management and Procurement System

CERTIFICATION REGARDING LOBBYING

Organization Name: Hidalgo County
Contract Number: 2015-003624-00

For contracts greater than $100,000, this attachment is applicable and must be signed as part of the contract agreement.

CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

○ Applicable ◉ Non-Applicable

Signature of Authorized Individual Date:

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Certification Regarding Lobbying			
	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification			
	Signature Page			
	General Provisions			
	Contract Print			

TEXAS Department of State Health Services

CMPS Contract Management and Procurement System

FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Organization Name	Hidalgo County				
Address	1304 S 25th St				
City	Edinburg	State	Texas	Zip Code (9 digit)	78539
Payee Name	Hidalgo County				
Address	Hidalgo County Treasurer 2810 S Business 281				
City	Edinburg	State	TX	Zip Code (9 digit)	78539-6243
Vendor identification No.		17460007176		MailCode	060
Payee DUNS No. *		103110834			

1. Did your organization have a gross income, from all sources, of more than $300,000 in your previous tax year? *

(●) Yes ( ) No

2. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

( ) Yes (●) No

3. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

(●) Yes ( ) No

Identify contact persons for FFATA Correspondence. *

FFATA Contact Person #1

Name*	Ramon Garcia
Email*	ramon.garcia@co.hidalgo.tx.us
Telephone*	(956) 318-2600

FFATA Contact Person #2

Name*	Ray Eufracio CPA
Email*	ray.eufracio@auditor.co.hidalgo.tx.us
Telephone*	(956) 318-2511

☐ As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and

correct to the best of my knowledge.

E-Signature Date

Navigation Links

Status	Page Name	Note	Created By	Last Modified By
	Certification Regarding Lobbying			
	Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification			
	Signature Page			
	General Provisions			
	Contract Print			

0

Top of the Page

Powered by IntelliGrants™

© Copyright 2000-2015 Agate Software, Inc.

DATE: May 6, 2015

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 5-1293-441-00-340-064-6-XXX CPS/EBOLA

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

Honorable Commissioner's Court of Hidalgo County:

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

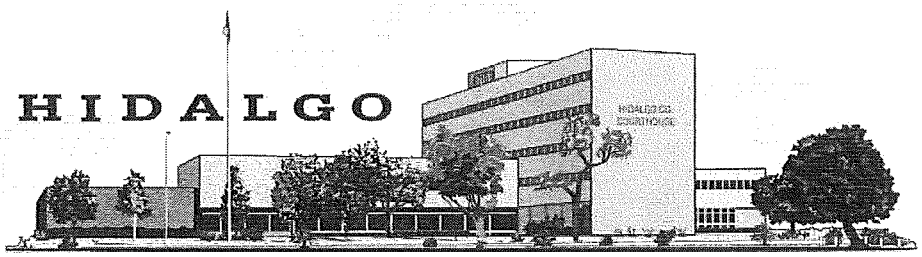
INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
SUPPLIES		
5-1293-441-00-340-064-6-610	CPS / EBOLA - GENERAL SUPPLIES	$ 18,236.00
5-1293-441-00-340-064-6-660	CPS / EBOLA - FURNISHINGS & EQUIPMENT	$ 4,073.00
5-1293-441-00-340-064-6-751	CPS / EBOLA - MACHINERY & EQUIPMENT	$ 7,436.00
OTHER		
5-1293-441-00-340-064-6-320	CPS / EBOLA - PROFESSIONAL SERVICES	$ 14,577.00
	TOTAL APPROPRIATION	$ 44,322.00
5-1293-331-12-340-064-6-000	CPS / EBOLA - REVENUE	$ 44,322.00
	TOTAL APPROPRIATION	$ 44,322.00

REASON: To appropriate the CPS / EBOLA FY 16 grant award.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

May 14, 2015

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioner's court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Texas Department of State Health Services. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$ 44,322.00	Award No. 2015-003624-00 CPS/EBOLA Ebola Public Health Preparedness

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

5/15/15
Date

AI-49679 **Health & Human Services Dept.** **13. C.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Eddie Olivarez, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Mike Escaname, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Requesting approval of the Certification of Revenue in the amount of $12,000.00. Funds are from program income generated from the TB/PC State grant program.
2. Requesting approval of the budget appropriation in the amount of $12,000.00.

BACKGROUND

08/25/14 - AI-45836 - Acceptance of TB/PC State FY 15 grant contract.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1293-441-00-340-008-5-XXX

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

BUDGETARY IMPACT:

Program Income appropriation.

5-1293-345-40-340-008-5-000 T.B. CONTROL PROGRAM INCOME

Attachments

Appropriation
projection r
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/14/2015 09:56 AM
Auditor's Office	Veronica Ortiz	05/14/2015 01:11 PM
Auditor's Office	Debbie Tamez	05/14/2015 03:19 PM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Mike Escaname		Started On: 05/14/2015 09:44 AM
Final Approval Date: 05/15/2015		

DATE: May 19, 2015

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health & Human Services Department

ACCOUNT NUMBER: 5-1293-441-00-340-008-5-XXX T.B. Control (State) Program Income

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
Supplies		
5-1293-441-00-340-008-5-610	T.B. CONTROL-GENERAL SUPPLIES	$ 7,000.00
5-1293-441-00-340-008-5-660	T.B. CONTROL-FURNISHINGS & EQUIP	$ 5,000.00
	TOTAL APPROPRIATION	$ 12,000.00
5-1293-345-40-340-008-5-000	T.B. Control - Program Income Revenue	$ 12,000.00
	TOTAL APPROPRIATION	$ 12,000.00

REASON: To appropriate additional program income funds for the T.B. Control program for FY 15.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S DATE ATTEST CO. CLERK

Hidalgo County Health & Human Services Department
T.B. Control (State) Program Income Projection
09/01/2014 through 08/31/2015

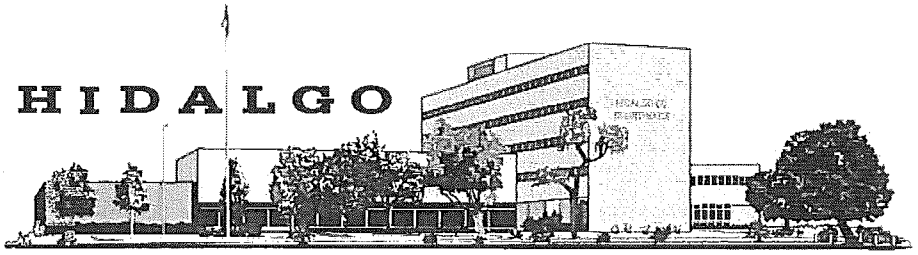
Program Income Collected:

09/01/2014 through 12/31/2014:	
4-1293-345-40-340-008-5-000 (T.B. Control Program Income)	12,127.38
01/01/2015 through 04/30/2015:	
5-1293-345-40-340-008-5-000 (T.B. Control Program Income)	13,617.60
Total Program Income Year-To-Date:	25,744.98

25,744.98	by 8 months =	3,218.12	per month (average)
		*	
		12.00	months (year)
		38,617.44	Projected PI for grant period
		25,000.00	Appropriated on 08/25/14
		13,617.44	Additional Program Income Projected.

Note:
Due to amount based on projection, will appropriate a conservative figure of: **12,000.00**

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

May 14, 2015

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

> The county auditor shall certify to the commissioners' court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that particular fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court program income in the amount of $12,000.00 to be generated by the Hidalgo County Health & Human Services Department for the Tuberculosis Prevention and Control FY15 Grant. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

5/14/15
Date

AI-49512 **Health & Human Services Dept.** **13. E. 2.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Approval of County Indigent Health Care Program Confidentiality Agreement for Victoria Cavazos and Ricardo Borjas.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary impact
Health Care Program Confidentiality...

Attachments

cavazos
BORJAS

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	04/30/2015 03:56 PM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM

Form Started By: Dairen Sarmiento Started On: 04/29/2015 02:44 PM

Final Approval Date: 05/15/2015

County Indigent Health Care Program
Confidentiality Agreement

Staff Member's Name (Type or Print)	Title (Type or Print)
VICTORIA CAVAZOS	ELIGIBILITY SPECIALIST II
County	**Telephone Number (Including Area Code)**
HIDALGO	956-318-2011

The following agreement exists to ensure confidentiality, integrity, and continuity of information resources. This agreement applies to all information accessed through the Automated Inquiry System (AIS) or Texas Medicaid & Healthcare Partnership (TMHP).

Please read the following agreement thoroughly. Complete, sign, and date this form. Keep a copy for your records. Return the original to the Texas Department of State Health Services, County Indigent Health Care Group Y- 990, PO Box 149347 Austin, TX 78714-9347.

I understand and agree that I may receive client-sensitive information from AIS/TMHP.

I understand and agree that I will use only AIS/TMHP to obtain the status of Medicaid eligibility dates in regards to the County Indigent Health Care Program.

I understand and agree that I will use only the assigned County Provider Identifier number to access AIS/TMHP.

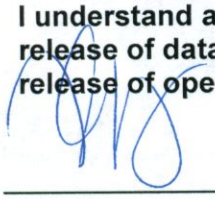
I understand the importance of confidentiality and agree to keep any information received confidential.

I agree not to disclose any information to anyone or allow anyone to use this information.

I understand that I am responsible for my actions and the actions of any county staff member who may receive this information and who is under my direct control and supervision.

I understand and agree that in the event of an audit by Health and Human Services Commission (HHSC) and/or Texas Department of State Health Services (DSHS), the County will make available all documentation regarding Medicaid Reimbursement upon request.

I understand and agree that any questions concerning the appropriateness of the release of data will be processed according to DSHS policies and procedures for release of open records.



4/28/15

Staff Member's Signature — Date

County Judge Signature — Date

County Indigent Health Care Program
Confidentiality Agreement

Staff Member's Name (Type or Print)	Title (Type or Print)
RICARDO BORJAS	ELIGIBILITY SPECIALIST II
County	**Telephone Number (Including Area Code)**
HIDALGO	956-318-2011

The following agreement exists to ensure confidentiality, integrity, and continuity of information resources. This agreement applies to all information accessed through the Automated Inquiry System (AIS) or Texas Medicaid & Healthcare Partnership (TMHP).

Please read the following agreement thoroughly. Complete, sign, and date this form. Keep a copy for your records. Return the original to the Texas Department of State Health Services, County Indigent Health Care Group Y- 990, PO Box 149347 Austin, TX 78714-9347.

I understand and agree that I may receive client-sensitive information from AIS/TMHP.

I understand and agree that I will use only AIS/TMHP to obtain the status of Medicaid eligibility dates in regards to the County Indigent Health Care Program.

I understand and agree that I will use only the assigned County Provider Identifier number to access AIS/TMHP.

I understand the importance of confidentiality and agree to keep any information received confidential.

I agree not to disclose any information to anyone or allow anyone to use this information.

I understand that I am responsible for my actions and the actions of any county staff member who may receive this information and who is under my direct control and supervision.

I understand and agree that in the event of an audit by Health and Human Services Commission (HHSC) and/or Texas Department of State Health Services (DSHS), the County will make available all documentation regarding Medicaid Reimbursement upon request.

I understand and agree that any questions concerning the appropriateness of the release of data will be processed according to DSHS policies and procedures for release of open records.

Staff Member's Sig nature — Date: 4/30/15

County Judge Signature — Date

AI-49602 **Adult Probation** **14. A.**

CC - REGULAR

Meeting Date: 05/19/2015

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 $2,934.50. The actual March 2015 GPI is $8,970. The funding condition allows $30,200.00 to be allocated using the addition method. The remaining GPI has to be allocated using the deduction method.
2. Approval of appropriation of the DWI grant program income (GPI) in the total amount of $2,934.50.

BACKGROUND

The GPI for March 2015 is $8,970. Only $2,934.50 can be allocated using the Addition Method as per the funding condition in the DWI grant.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Account Calendar Year: 5
Grant Fiscal Year: 2015

The GPI from March 2015 is equal to $8,970. Only $2,934.50 can be allocated using the Addition Method as per the funding condition in the DWI grant.

See attached copy of appropriation of funds.

5-1289-423-00-320-032-5-XXX DWI COURT - EXPENDITURE ACCT

5-1289-342-30-320-032-5-000 DWI COURT-REVENUES

Attachments

DWI Budget
Appropriation
Revenue
COR

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/08/2015 10:07 AM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Diana Solis		Started On: 05/08/2015 09:36 AM
Final Approval Date: 05/15/2015		

Print This Page

Agency Name: Hidalgo County
Grant/App: 2413905 **Start Date:** 9/1/2014 **End Date:** 8/31/2015

Project Title: Hidalgo County DWI Court
Status: Active Grant

Budget Details Information
Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse counselor provides direct services to offenders to address individual substance abuse problems. Counselor also conducts group sessions.	$41,500.12	$0.00	$0.00	$0.00	$41,500.12	100
Travel and Training	In-State Registration Fees, Training, and/or Travel	This item will pay for travel, training and registration fees for staff who are in the program.	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0
Personnel	Probation Officer	Probation Officer (1) supervises and monitors the offenders in the program; will provide case management for the offenders on the program; officer conducts visits as needed and administers drug tests; also attends staffings and court hearings and keeps the judge abreast of offenders' progress.	$61,500.00	$0.00	$0.00	$0.00	$61,500.00	100
Personnel	Probation Officer	Probation Officer (2) supervises and monitors offenders in the program; provides case management for the offenders in the program conducting drug tests. Officer participates in staffings and court hearings, keeping the judge abreast of offenders' progress. This is half of the salary, as the other half will be paid with the GPI	$31,565.50	$0.00	$0.00	$28,835.50	$60,401.00	100

Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	EtG Test to detect alcohol in the system. 1800 test @ $5.00 each plus shipping of $150.	$1,700.00	$0.00	$0.00	$7,400.00	$9,100.00	0
Personnel	Prosecutor	Prosecutor representative from DA office ; Prosecutor reviews the cases for enterance into the program; prosecutor participates in the staffings.	$12,300.00	$0.00	$0.00	$0.00	$12,300.00	15

You are logged in as **User Name**: apatrick

DATE: May 19, 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-	Full-Time Employees	2,510.50
5-1289-423-00-320-032-5-220	DWI Court-	FICA	192.05
5-1289-423-00-320-032-5-230	DWI Court-	Retirement	266.89
5-1289-423-00-320-032-5-250	DWI Court-	Unemployment Compensation	15.06
5-1289-423-00-320-032-5-610	DWI Court-	General Supplies	(50.00)
	TOTAL APPROPRIATION		**2,934.50**
5-1289-342-30-320-032-5-000	DWI Court - Revenues		2,934.50
	TOTAL REVENUES		**2,934.50**

REASON:

To allocate the GPI for the FY2015 DWI Grant Budget #2413905. Of the $8970.00 GPI collected only $2934.50 may ber allocated using the addition method due to the grant condition of funding allowing grantee to report $30,200.0 in GPI using the addition method. The remaing GPI must be reported using the deduction method.

Arnold K. Patrick, Director
Hidalgo County CSCD

Date

Ray Eufracio, CPA

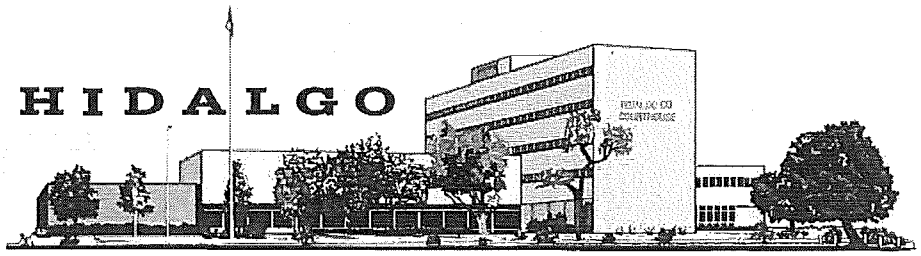
Date

FY 2015 PRETRIAL DWI COURT FEES
$30,200 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	$3,866.00	$1,366.00
FEB	15	$2,500.00	$9,651.00	$7,151.00
MAR	15	$2,500.00	$8,970.00	$6,470.00
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	$36,235.50	$18,735.50
	GPI allowed as a funding condition		$30,200.00	
	Must allocate using the Deduction Method		$6,035.50	

Note: Only $2934.50 of the March 2015 GPI can be allocated.

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

May 13, 2015

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C Cuellar Jr., Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

> The county auditor shall certify to the commissioners' court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court program income in the amount of $2,934.50 to be generated by the Hidalgo County Adult Probation Department for the DWI Court Grant FY2015. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

5/19/18
Date

AI-49748 **Community Service Agency** **15. A.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COMMUNITY SERVICE AGENCY

Information

CAPTION

1. Resolution declaring the Month of May as Community Action Month

2. Discussion and action to adjust salary for slot #35 from 10.50 per hour to $11.81 per hour pending ratification of the CSA Advisory Board.

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/15/2015 03:02 PM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM

Form Started By: Monica Badillo Started On: 05/15/2015 02:59 PM

Final Approval Date: 05/15/2015

RESOLUTION PROCLAIMING MAY 2015 AS COMMUNITY ACTION MONTH IN HIDALGO COUNTY

WHEREAS, Community Action sprang from the heart of President Lyndon B. Johnson's 1964 proclamation of America's "War on Poverty" where the battles must be won in the field, in every private home, in every public office, from the courthouse to the White House; and

WHEREAS, Community Action has been putting a human face on poverty for 51 years by advocating for those who don't have a voice so that they may enter the middle class and reach for the American dream, replacing their despair with opportunity; and

WHEREAS, Community Action builds and promotes economic stability as an essential aspect of enabling and enhancing stronger communities, which in turn promotes self-sufficiency for the limited income ensuring that all Americans are able to live in dignity; and

WHEREAS, Community Action has enhanced the lives of millions across America by providing essential, life-changing services and opportunities such as affordable housing, economic development, health care, energy assistance, natural disaster relief and recovery; and

WHEREAS, Community Action already serves 99 percent of America's counties in rural, suburban, and urban communities because it is right and wise; and because, in our hearts and minds we believe it is possible to conquer poverty in our lifetime; and

WHEREAS, Community Action will continue to implement innovative and cost-effective programs to improve the lives and living conditions of the impoverished; continue to provide support and opportunities for all citizens in need of assistance; and continue to be a major voice of reason in establishing welfare system reforms.

NOW, THEREFORE, BE IT RESOLVED that Hidalgo County Commissioners Court hereby proclaims May 2015 as Community Action Month in recognition of the hard work and dedication of the Hidalgo County Community Service Agency.

Dated this 19th day of May, 2015.

RAMON GARCIA
County Judge

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

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-49674 **IT Department** **16. A.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Renan Ramirez, IT DEPARTMENT

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

COMMISSIONER PCT. 2
Authorization and approval for new wireless device service through the County's membership/participation with CONTRACT: DIR-SDD-1779 for VERIZON WIRELESS for the following:

Department:	Quantity:	Description:	User:	Service Plan:	Equipment Cost:
Comm. Pct. 2	11	Data Service	Office Use	Machine to Machine Account Share 1MB @ $5.00/month	$0
Comm. Pct. 2	4	Data Service	Office Use	Machine to Machine Account Share 5MB @ $7.00/month	$0

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-122-005-0-532

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

BUDGETARY IMPACT:

PENDING APPROVAL OF APPROPRIATION (AI- 49673).

Attachments

Pct.2 backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/15/2015 01:19 PM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Griselda Salazar		Started On: 05/14/2015 08:09 AM
Final Approval Date: 05/15/2015		

STATE OF TEXAS DIR CONTRACT NO. DIR-SDD-1779
WIRELESS TELECOM PROPOSAL FOR WIRELESS VOICE, DATA SERVICES AND EQUIPMENT

WIRELESS PROPOSAL FOR: Hidalgo County
SERVICE PLAN, CALLING FEATURES, AND EQUIPMENT QUOTES

QUOTE ID 1551131037
DATE 5/1/2015
TERM Annual (12 Months)

RATE PLAN AND FEATURES

RATE PLAN - SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Total Shared Minutes	Voice Overage	Monthly Cost	Term Cost
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
		$0.00						$0.00	$0.00
								$0.00	$0.00

RATE PLAN - NON SHARE	Line Count	Discounted Monthly Access	Plan Included Minutes	Included TEXT / PIX / FLIX	Included Data	Voice Overage	Monthly Cost	Term Cost
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
		$0.00					$0.00	$0.00
							$0.00	$0.00

RATE PLAN - MOBILE BROADBAND	Line Count	Discounted Monthly Access	Included TEXT / PIX / FLIX	Included Data	Data Overage	Monthly Cost	Term Cost
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
						$0.00	$0.00

RATE PLAN - MACHINE TO MACHINE	Line Count	Discounted Monthly Access	Included Data	Shared Data / Group	Data Overage	Monthly Cost	Term Cost
MACHINE TO MACHINE ACCOUNT SHARE 1MB $0.0009765/KB $5.00 0313	11	$5.00	1 MB	11 MB / Group 1	$1 / MB	$55.00	$660.00
MACHINE TO MACHINE ACCOUNT SHARE 5MB $0.0009765/KB $7.00 0313	4	$7.00	5 MB	20 MB / Group 1	$1 / MB	$28.00	$336.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
		$0.00				$0.00	$0.00
	15					$83.00	$996.00

23% Discount applies to features of $24.99 and higher when combined with rate plans of $34.99 and higher.

FEATURES	Line Count	Discounted Monthly Access	Monthly Cost	Term Cost
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
			$0.00	$0.00

RATE PLANS AND FEATURES - ESTIMATED COST FOR TERM [Annual (12 Months)] **$996.00**

SEE SECOND PAGE FOR EQUIPMENT COSTS AND TOTALS

EQUIPMENT AND ACCESSORIES

QUARTERLY DEVICE PROMOTIONS	Line Count	Cost per Unit	Subtotal
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

DEVICE	Line Count	Cost per Unit	Subtotal
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

Eligible accessories receive a 35% discount

ACCESSORIES	Line Count	Cost per Unit	Cost per Unit after Discount	Subtotal
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

EQUIPMENT AND ACCESSORIES ESTIMATED COST	$0.00

INVESTMENT ESTIMATE	Monthly	Term Total
RATE PLAN AND FEATURES ESTIMATED COST FOR TERM [Annual (12 Months)]:	$83.00	$996.00
EQUIPMENT AND ACCESSORIES ESTIMATED COST:		$0.00
INVESTMENT TOTAL		$996.00

2Q15 BUSINESS BILL INCENTIVE CREDIT (BIC) PROMOTIONS	Line Count	BIC Amount	BIC Total
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
			$0.00

QUOTE ID 1551131037

Additional Notes:

* Charge does not include roaming charges, minutes used over allowance, etc. Please consult with your Sales Representative for more information.

** Equipment pricing and availability is subject to change.

*** All applicable price plan and feature discounts have already been applied

Service Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the State of Texas Department of Information Resources (DIR) Contract No. DIR-SDD-1779 Coverage, service and offers not available in all areas. Full terms and conditions, along with additional price plans offered by Verizon Wireless can be found on the http://www.dir.state.tx.us/ Internet website. Price quotes do not reflect Federal Universal Service, E911 and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

All quotes contained in this proposal are subject to the terms and conditions of the State of Texas DIR contract. Your accounts must be in good standing with Verizon wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless.

Price Plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved State of Texas contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

This Quotation is valid for ninety (90) days from date listed on quote (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

Updated 04/01/2015

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:
- ☐ Office Use *or* ☐ Individual
- ☐ Name Change
- ☐ Equipment Change
- ☐ Plan Change
- ☐ Delete Service

Wireless Data Device:
- ☐ Data Card
- ☐ Blackberry
- ☑ Other: GPS

Stipend:
- ☐ Cellular Telephone $50/mo
- ☐ Data Pad $25/mo

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: office use Employee ID# n/a Signature: n/a

Department: Precinct 2 Dept#: 122

Quantity: 11

Service: $5.00/mo (x) ____ months = _____ Account: 5-1200-431-00-122-005-0 -532

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

Requisition Total: $ 1,664.00 _____ **Requisition Number:** 277081

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x) ____ months = _____ Account: _____ -532

Total: _____

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

Signature | Eddie Canty Print Name | 5/14/15 Date

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

Signature | Print Name | Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Machine to Machine Asset Share IMB @$5.00/mo per unit

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

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:	Wireless Data Device:	Stipend:
☐ Office Use *or* ☐ Individual	☐ Data Card	☐ Cellular Telephone $50/mo
☐ Name Change	☐ Blackberry	☐ Data Pad $25/mo
☐ Equipment Change	☑ Other: GPS	
☐ Plan Change		
☐ Delete Service		

COUNTY OWNED WIRELESS DEVICE

Office Use / Employee: Office Use Employee ID# n/a Signature: n/a

Department: Precinct 2 Dept#: 122

Quantity: 4

Service: $ 7.00 /mo (x) ____ months = _____ Account: 5-1200-431-00-22-005-0-532

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

Requisition Total: $ 664.00 **Requisition Number:** 277081

STIPEND

(1) Employee: _____ Employee ID#_____ Signature: _____

Department: _____ Dept#: _____

Quantity: _____

Service: $_____/mo (x) ____ months = _____ Account: _____-532

Total: _____

(2) **Elected Official/Department Head Authorization for Request:**

Signature	Print Name	Date
[signature]	Fattie Canty	5/14/15

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

Signature	Print Name	Date

(4) **IT DEPARTMENT ONLY:**

Service Type Codes: Machine to Machine Data Share 5MB @ $7.00/mo per unit.

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

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/slg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 03/09/2011

Requisition

Req # 00277081

PO #

Date: 05/13/15

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

Contact: ARMANDO POMPA
956-787-1891

Contract No: DIR-SDD-1779

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIR-SDD-1779- PCT 2 ADMINISTRATION - DATA SERVICE FOR GPS UNITS THAT WILL BE INSTALLED ON EQUIPMENT & VEHICLES		
8.00	MONTH	MACHINE TO MACHINE ACCOUNT SHARE 1MB - (DATA SERVICE FOR GPS UNITS) 11 UNITS @ $5.00/PER MONTH X 8 MONTHS	55.00	440.00
8.00	MONTH	MACHINE TO MACHINE ACCOUNT SHARE 5MB - (DATA SERVICE FOR GPS UNITS) 4 UNITS @ $7.00/PER MONTH X 8 MONTHS	28.00	224.00
		Account No	Encumbrance	
			Freight	.00
			Total	664.00

Authorized By: _____

AI-49697 **Urban County** **17. A.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program is requesting consideration and action to award and enter into a construction contract with Saenz Brothers Construction, LLC (lowest bidder meeting all specifications and/or requirements) for the Texas General Land Office Round 2.1 (GLO Contract No. 12-406-000-6453/DRS210068) in the amount of $1,180,093.00. The project consists of flood & drainage improvements within Precinct No.1 for the Delta Area Connector/ East Lateral Colonia Infrastructure Improvements I, Bernal Heights #1, Bernal Heights #2 and Bar #3.

BACKGROUND

Bids were requested and received for Precinct No.1 Flood and Drainage Improvements. SAM Engineering and Surveying, Inc. prepared specification packages. Bids were opened at Hidalgo County Purchasing Department on May 6, 2015. After review, SAM Engineering and Suveying, INC, project engineer recommended Saenz Brothers Construction, LLC the lowest responsible bidder. (See attached recommendation letter from SAM Engineering and Surveying and a copy of the bid tabulations).

Contractor: Saenz Brothers Construction, LLC
Contractor Amount: $1,180,093.00
GLO Account Number: 6540-62-0309-5200-6200
Available Funds: $1,180,093.00

Fiscal Impact

Attachments

Attachment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/14/2015 03:05 PM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM

Form Started By: Sandra Regalado Started On: 05/14/2015 02:49 PM

Final Approval Date: 05/15/2015

SAM Engineering and Surveying, Inc.

Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 South Cage Boulevard, Suite A, Pharr, Texas 78577 Phone: (956) 702-8880 Fax: (956) 702-8883

May 14, 2015

Diana Serna, Director
Hidalgo County Urban County Program
427 East Duranta Avenue, Suite 107
Alamo, Texas 78516

Re; Recommendation to Award Construction Contract
Hidalgo County GLO Flood & Drainage Improvements
Bernal Heights #1, #2 and Bar #3

Mrs. Serna,

A bid opening was held on Monday, May 6, 2015 where six (6) bids were received for the Hidalgo County GLO Flood & Drainage Improvements Project – Bernal Heights #1, #2 and Bar #3. In addition to the Base Bid scope of work, bid forms included Alternates: A – Steel Pipe and B – Duplex Pump Station System. As per discussions with your office, Alternate B will be the only alternate being accepted.

After review of the Unit Bid Pricing provided, we have prepared Bid Tabulations and have confirmed that Saenz Brothers Construction, LLC of Donna, Texas has submitted the lowest responsive Base Bid plus Alternate B in the amount of $1,180,093.00. They have also submitted the required bid bond and have acknowledged Addendum No. 1 with their bid submission. Please find attached the Bid Tabulation Sheet for your review.

We are recommending that Saenz Brothers Construction, LLC be awarded the above referenced project for the Base Bid plus Alternate B scope of work for a total contract amount of $1,180,093.00. Please feel free to contact me at (956)-702-8880 if you have any questions, or would like to discuss this recommendation.

Respectfully Submitted,

Samuel D. Maldonado, P.E., R.P.L.S.
Principal

BID TABULATIONS
HIDALGO COUNTY GLO FLOOD AND DRAINAGE IMPROVEMENTS
BERNAL HEIGHTS #1, #2 AND BAR #3
BID NO. 6540-62-0309-5200-6200-UCP-AVF

Bid Opening: May 6, 2015
9:30 AM
Hidalgo County Purchasing Department

BASE BID

BID ITEM	ITEM DESCRIPTION	UNIT	QTY	SAENZ BROTHERS CONST.		INTL CONSULTING ENGINEERS		REIM CONSTRUCTION		PEGA JPS UTILITY LLC		VANGUARD ENGINEERING		JCS CONSTRUCTION	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	48" RCP, CL III, Complete and in Place.	LF	1,336	$ 118.00	$ 157,648.00	$ 117.00	$ 156,312.00	$ 156.00	$ 208,416.00	$ 150.00	$ 200,400.00	$ 157.00	$ 209,752.00	$ 185.00	$ 247,160.00
2	TYPE M INLET, Complete and in Place	EA	3	$ 4,200.00	$ 12,600.00	$ 3,500.00	$ 10,500.00	$ 4,290.00	$ 12,870.00	$ 4,850.00	$ 14,550.00	$ 5,300.00	$ 15,900.00	$ 4,800.00	$ 14,400.00
3	TYPE M MANHOLE, Complete and in Place.	EA	1	$ 4,000.00	$ 4,000.00	$ 3,900.00	$ 3,900.00	$ 4,600.00	$ 4,600.00	$ 4,500.00	$ 4,500.00	$ 4,200.00	$ 4,200.00	$ 5,500.00	$ 5,500.00
4	UTILITY ADJUSTMENT, Complete and in Place.	LS	1	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 1,550.00	$ 1,550.00	$ 8,500.00	$ 8,500.00	$ 15,450.00	$ 15,450.00	$ 4,500.00	$ 4,500.00
5	TRENCH SAFETY PROTECTION, Complete and in Place.	LF	1,336	$ 1.00	$ 1,336.00	$ 1.00	$ 1,336.00	$ 1.50	$ 2,004.00	$ 2.00	$ 2,672.00	$ 4.50	$ 6,012.00	$ 5.00	$ 6,680.00
6	CELL FBR MULCH SEED (Perm)(Rural)(Sandy), Item to include watering and silt fencing around the isntalled grate inlets. Complete and in Place.	SY	600	$ 1.00	$ 600.00	$ 1.00	$ 600.00	$ 1.90	$ 1,140.00	$ 2.00	$ 1,200.00	$ 2.25	$ 1,350.00	$ 2.50	$ 1,500.00
7	FENCING (CHAIN LINK), Complete and in Place.	LF	550	$ 15.00	$ 8,250.00	$ 10.00	$ 5,500.00	$ 30.25	$ 16,637.50	$ 30.00	$ 16,500.00	$ 20.00	$ 11,000.00	$ 25.00	$ 13,750.00
	BERNAL HEIGHTS SUBTOTAL:				$ 189,434.00		$ 183,148.00		$ 247,217.50		$ 248,322.00		$ 263,664.00		$ 293,490.00

BID ITEM	ITEM DESCRIPTION	UNIT	QTY	SAENZ BROTHERS CONST.		INTL CONSULTING ENGINEERS		REIM CONSTRUCTION		SAENZ UTILITY CONTRACTORS		VANGUARD ENGINEERING		JCS CONSTRUCTION	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	24" PVC (CARRIER PIPE), Complete and in Place.	LF	180	$ 75.00	$ 13,500.00	$ 36.00	$ 6,480.00	$ 85.50	$ 15,390.00	$ 55.00	$ 9,900.00	$ 62.00	$ 11,160.00	$ 115.00	$ 20,700.00
2	24" RCP, CL III, Complete and in Place.	LF	36	$ 65.00	$ 2,340.00	$ 47.00	$ 1,692.00	$ 55.00	$ 1,980.00	$ 50.00	$ 1,800.00	$ 59.75	$ 2,151.00	$ 85.00	$ 3,060.00
3	30" STEEL CASING (JACK AND BORE), Complete and in	LF	180	$ 550.00	$ 99,000.00	$ 375.00	$ 67,500.00	$ 595.00	$ 107,100.00	$ 580.00	$ 104,400.00	$ 620.00	$ 111,600.00	$ 465.00	$ 83,700.00
4	36" RCP, CL III, Complete and in Place.	LF	763	$ 70.00	$ 53,410.00	$ 75.00	$ 57,225.00	$ 108.00	$ 82,404.00	$ 85.00	$ 64,855.00	$ 75.00	$ 57,225.00	$ 135.00	$ 103,005.00
5	48" RCP, CL III, Complete and in Place.	LF	2,111	$ 118.00	$ 249,098.00	$ 117.00	$ 246,987.00	$ 156.00	$ 329,316.00	$ 150.00	$ 316,650.00	$ 157.00	$ 331,427.00	$ 185.00	$ 390,535.00
6	TYPE C INLET, Complete and in Place.	EA	1	$ 3,000.00	$ 3,000.00	$ 2,450.00	$ 2,450.00	$ 3,000.00	$ 3,000.00	$ 4,500.00	$ 4,500.00	$ 3,200.00	$ 3,200.00	$ 3,500.00	$ 3,500.00
7	STORM MANHOLE 6.0' (CONC), Complete and in Place.	EA	3	$ 3,500.00	$ 10,500.00	$ 3,700.00	$ 11,100.00	$ 5,980.00	$ 17,940.00	$ 4,500.00	$ 13,500.00	$ 3,700.00	$ 11,100.00	$ 7,500.00	$ 22,500.00
8	TYPE M MANHOLE, Complete and in Place.	EA	1	$ 4,200.00	$ 4,200.00	$ 3,900.00	$ 3,900.00	$ 5,915.00	$ 5,915.00	$ 4,850.00	$ 4,850.00	$ 4,200.00	$ 4,200.00	$ 5,500.00	$ 5,500.00
9	TYPE M GRATE INLET, Complete and in Place.	EA	8	$ 4,200.00	$ 33,600.00	$ 3,500.00	$ 28,000.00	$ 4,245.00	$ 33,960.00	$ 3,990.00	$ 31,920.00	$ 4,100.00	$ 32,800.00	$ 4,800.00	$ 38,400.00
10	TRAFFIC CONTROL, Complete and in Place.	MO	6	$ 4,000.00	$ 24,000.00	$ 2,900.00	$ 17,400.00	$ 1,100.00	$ 6,600.00	$ 1,500.00	$ 9,000.00	$ 3,600.00	$ 21,600.00	$ 2,500.00	$ 15,000.00
11	PAVEMENT REPAIR (EAST HALF OF MILE 4 W RD), Item to include turnouts of Dallas & Texas Street and consist only of subgrade and flex base mtrl as shown in plan details. Complete and in Place.	SY	1,100	$ 10.00	$ 11,000.00	$ 14.90	$ 16,390.00	$ 10.90	$ 11,990.00	$ 22.00	$ 24,200.00	$ 18.00	$ 19,800.00	$ 15.50	$ 17,050.00
12	3" HMAC PAVEMENT, Item to include turnouts of Dallas & Texas Street and consist of full width asphalt overlay and final striping. Complete and in Place.	SY	2,200	$ 18.00	$ 39,600.00	$ 25.00	$ 55,000.00	$ 19.00	$ 41,800.00	$ 22.00	$ 48,400.00	$ 17.50	$ 38,500.00	$ 18.00	$ 39,600.00
13	PAVEMENT REPAIR (FULL WIDTH HOUSTON STREET), Item to consist only of subgrade & flex base mtrl as shown inplan details. Complete and in Place.	SY	3,575	$ 10.00	$ 35,750.00	$ 14.90	$ 53,267.50	$ 10.90	$ 38,967.50	$ 22.00	$ 78,650.00	$ 18.00	$ 64,350.00	$ 15.50	$ 55,412.50
14	3" HMAC PAVEMENT, Item to consists of full width asphalt overlay and final striping. Complete and in Place.	SY	3,575	$ 19.00	$ 67,925.00	$ 25.00	$ 89,375.00	$ 19.00	$ 67,925.00	$ 22.00	$ 78,650.00	$ 17.50	$ 62,562.50	$ 18.00	$ 64,350.00
15	DRIVEWAY ASPHALT PAVEMENT REPAIR, Complete and in Place.	SY	380	$ 24.00	$ 9,120.00	$ 27.00	$ 10,260.00	$ 29.50	$ 11,210.00	$ 22.00	$ 8,360.00	$ 36.50	$ 13,870.00	$ 35.00	$ 13,300.00
16	DITCH EXCAVATION (TO INCL ULTIMATE X-SECTION), Complete and in Place.	CY	29,735	$ 3.00	$ 89,205.00	$ 6.50	$ 193,277.50	$ 6.50	$ 193,277.50	$ 7.00	$ 208,145.00	$ 10.50	$ 312,217.50	$ 11.00	$ 327,085.00
17	CONC RIP RAP AT PROP DITCH, Complete and in Place.	SY	45	$ 175.00	$ 7,875.00	$ 60.00	$ 2,700.00	$ 83.00	$ 3,735.00	$ 200.00	$ 9,000.00	$ 92.00	$ 4,140.00	$ 80.00	$ 3,600.00
18	ROCK RIP RAP AT PROP DITCH (18 IN), Complete and in	SY	10	$ 400.00	$ 4,000.00	$ 190.00	$ 1,900.00	$ 65.00	$ 650.00	$ 200.00	$ 2,000.00	$ 200.00	$ 2,000.00	$ 450.00	$ 4,500.00
19	CONC RIP RAP AT EXIST DITCH, Complete and in Place.	SY	10	$ 250.00	$ 2,500.00	$ 60.00	$ 600.00	$ 100.00	$ 1,000.00	$ 200.00	$ 2,000.00	$ 92.00	$ 920.00	$ 150.00	$ 1,500.00
20	UTILITY RELOCATION & ADJUSTMENTS. Complete and in Place.	LS	1	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00	$ 3,000.00	$ 3,000.00	$ 8,500.00	$ 8,500.00	$ 15,000.00	$ 15,000.00	$ 13,500.00	$ 13,500.00
21	EXIST DITCH CLEARING AND DEBRIS REMOVAL, Complete and in Place.	LF	4,700	$ 6.00	$ 28,200.00	$ 10.00	$ 47,000.00	$ 10.00	$ 47,000.00	$ 4.00	$ 18,800.00	$ 4.50	$ 21,150.00	$ 25.00	$ 117,500.00

Denotes different amount than shown on bid forms.

SAMES, INC.
200 S. CAGE BLVD. PHARR, TX. 78577
PH: 956-702-8880 FAX: 956-702-8883
Reg. No. F-10602

BID TABULATIONS
HIDALGO COUNTY GLO FLOOD AND DRAINAGE IMPROVEMENTS
BERNAL HEIGHTS #1, #2 AND BAR #3
BID NO. 6540-62-0309-5200-6200-UCP-AVF

Bid Opening: May 6, 2015
9:30 AM
Hidalgo County Purchasing Department

BASE BID CONT'D

BID ITEM	ITEM DESCRIPTION	UNIT	QTY	SAENZ BROTHERS CONST.		INTL CONSULTING ENGINEERS		REIM CONSTRUCTION		SAENZ UTILITY CONTRACTORS		VANGUARD ENGINEERING		JCS CONSTRUCTION	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
22	TRENCH SAFETY PROTECTION, Complete and in Place.	LF	2,876	$ 1.00	$ 2,876.00	$ 1.00	$ 2,876.00	$ 1.50	$ 4,314.00	$ 2.00	$ 5,752.00	$ 4.50	$ 12,942.00	$ 2.00	$ 5,752.00
23	24" FLAP GATE, Complete and in Place.	EA	1	$ 12,500.00	$ 12,500.00	$ 1,850.00	$ 1,850.00	$ 2,950.00	$ 2,950.00	$ 4,500.00	$ 4,500.00	$ 6,500.00	$ 6,500.00	$ 4,500.00	$ 4,500.00
24	FENCING (CHAIN LINK), Complete and in Place.	LF	3,280	$ 15.00	$ 49,200.00	$ 10.00	$ 32,800.00	$ 30.25	$ 99,215.00	$ 30.00	$ 97,800.00	$ 20.00	$ 65,200.00	$ 25.00	$ 81,500.00
25	12" DRIVWY CULVERT (CORRUGATED METAL), Complete and in Place.	LF	430	$ 26.00	$ 11,180.00	$ 25.00	$ 10,750.00	$ 26.25	$ 11,287.50	$ 35.00	$ 15,050.00	$ 23.00	$ 9,890.00	$ 50.00	$ 21,500.00
26	18" TURNOUT CULVERT, CL III, Complete and in Place.	LF	80	$ 36.00	$ 2,880.00	$ 35.00	$ 2,800.00	$ 47.50	$ 3,800.00	$ 48.00	$ 3,840.00	$ 36.00	$ 2,880.00	$ 70.00	$ 5,600.00
27	CELL FBR MULCH SEED (PERM)(RURAL)(SANDY), Item shall	SY	4,500	$ 1.00	$ 4,500.00	$ 1.00	$ 4,500.00	$ 1.90	$ 8,550.00	$ 2.00	$ 9,000.00	$ 2.25	$ 10,125.00	$ 2.50	$ 11,250.00
28	DEWATERING, Complete and in Place.	LS	1	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00	$ 11,000.00	$ 11,000.00	$ 12,000.00	$ 12,000.00	$ 50,000.00	$ 50,000.00	$ 15,000.00	$ 15,000.00
29	CONSTRUCTION STAKING, Complete and in Place	LS	1	$ 10,000.00	$ 10,000.00	$ 3,500.00	$ 3,500.00	$ 14,400.00	$ 14,400.00	$ 6,000.00	$ 6,000.00	$ 10,250.00	$ 10,250.00	$ 1,800.00	$ 1,800.00
	BAR #3 SUBTOTAL:				$ 830,659.00		$ 981,380.00		$ 1,178,376.50		$ 1,201,022.00		$ 1,308,760.00		$ 1,469,899.50
	BASE BID TOTAL:				$ 1,080,093.00		$ 1,174,528.00		$ 1,425,594.00		$ 1,449,344.00		$ 1,572,424.00		$ 1,783,389.50

ALTERNATE 'B' - DUPLEX PUMP STATION

830	DUPLEX PUMP STATION SYSTEM, Item to include 8'x8' junction box at station 22+50, installion of (2) submersible 7.5 HP heavy duty trash pumps with 4 inch discharge, manifold, valves, hoist and rails, floatation system and stand alone control panel, etc. necessary electrical connection, approximately 160 linear feet of 8 inch pvc to discharge point at exist ditch. Complete and in place.	LS	1	$ 100,000.00	$ 100,000.00	$ 77,777.00	$ 77,777.00	$ 167,000.00	$ 167,000.00	$ 190,000.00	$ 190,000.00	$ 105,000.00	$ 105,000.00	$ 130,000.00	$ 130,000.00
	ALTERNATE 'B' TOTAL:				$ 100,000.00		$ 77,777.00		$ 167,000.00		$ 190,000.00		$ 105,000.00		$ 130,000.00
	BASE BID + ALTERNATE 'B' TOTAL:				$ 1,180,093.00		$ 1,252,305.00		$ 1,592,594.00		$ 1,639,344.00		$ 1,677,424.00		$ 1,913,389.50

Denotes different amount than shown on bid forms.

STATE OF TEXAS
JESSICA M. MENDOZA
111579
LICENSED
PROFESSIONAL ENGINEER

Jessica M. Mendoza
5/8/15

SAMES, INC.
200 S. CAGE BLVD. PHARR, TX. 78577
PH: 956-702-8880 FAX: 956-702-8883
Reg. No. F-10602

BID TABULATIONS
HIDALGO COUNTY GLO FLO AND DRAINAGE IMPROVEMENTS
BERNAL HEIGHTS #1, #2 AND BAR #3
BID NO. 6540-62-0309-6200-6200-UCP-AVF

Bid Opening: May 6, 2015
9:30 AM
Hidalgo County Purchasing Department

ALTERNATE 'A' - STEEL PIPE

BID ITEM	ITEM DESCRIPTION	UNIT	QTY	SAENZ BROTHERS CONST.		INTL CONSULTING ENGINEERS		REIM CONSTRUCTION		PEGA JPS UTILITY, LLC.		VANGUARD ENGINEERING		JCS CONSTRUCTION	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A1	48" ULTRA FLO POLYMER COATED STEEL PIPE, BY CONTECH OR APPROVED EQUAL, Complete and in Place.	LF	1,336	$ 85.00	$ 113,560.00	$ 78.00	$ 104,208.00	$ 116.25	$ 155,310.00	$ 110.00	$ 146,960.00	$ 78.50	$ 104,876.00	$ 150.00	$ 200,400.00
2	TYPE M INLET, Complete and in Place.	EA	3	$ 4,200.00	$ 12,600.00	$ 3,500.00	$ 10,500.00	$ 4,290.00	$ 12,870.00	$ 4,850.00	$ 14,550.00	$ 5,300.00	$ 15,900.00	$ 4,800.00	$ 14,400.00
3	TYPE M MANHOLE, Complete and in Place.	EA	1	$ 4,200.00	$ 4,200.00	$ 3,900.00	$ 3,900.00	$ 4,600.00	$ 4,600.00	$ 4,500.00	$ 4,500.00	$ 4,200.00	$ 4,200.00	$ 5,500.00	$ 5,500.00
4	UTILITY ADJUSTMENT, Complete and in Place.	LS	1	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 1,550.00	$ 1,550.00	$ 8,500.00	$ 8,500.00	$ 15,450.00	$ 15,450.00	$ 4,500.00	$ 4,500.00
5	TRENCH SAFETY PROTECTION, Complete and in Place.	LF	1,336	$ 1.00	$ 1,336.00	$ 1.00	$ 1,336.00	$ 1.50	$ 2,004.00	$ 2.00	$ 2,672.00	$ 5.00	$ 6,680.00	$ 5.00	$ 6,680.00
6	CELL FBR MULCH SEED (Perm)(Rural)(Sandy), Item to include watering and silt fencing around the isolated grate inlets. Complete and in Place.	SY	600	$ 1.00	$ 600.00	$ 1.00	$ 600.00	$ 1.90	$ 1,140.00	$ 2.00	$ 1,200.00	$ 2.25	$ 1,350.00	$ 2.50	$ 1,500.00
7	FENCING (CHAIN LINK), Complete and in Place.	LF	550	$ 15.00	$ 8,250.00	$ 10.00	$ 5,500.00	$ 30.25	$ 16,637.50	$ 30.00	$ 16,500.00	$ 21.00	$ 11,550.00	$ 25.00	$ 13,750.00
	BERNAL HEIGHTS ALTERNATE A SUBTOTAL:				$ 145,546.00		$ 131,044.00		$ 194,111.50		$ 194,882.00		$ 160,006.00		$ 246,730.00

BID ITEM	ITEM DESCRIPTION	UNIT	QTY	SAENZ BROTHERS CONST.		INTL CONSULTING ENGINEERS		REIM CONSTRUCTION		PEGA JPS UTILITY, LLC.		VANGUARD ENGINEERING		JCS CONSTRUCTION	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	24" PVC (CARRIER PIPE), Complete and in Place.	LF	180	$ 65.00	$ 11,700.00	$ 36.00	$ 6,480.00	$ 85.50	$ 15,390.00	$ 50.00	$ 9,000.00	$ 63.50	$ 11,430.00	$ 115.00	$ 20,700.00
A2	24" HDPE PIPE, Complete and in Place.	LF	36	$ 45.00	$ 1,620.00	$ 37.00	$ 1,332.00	$ 54.75	$ 1,971.00	$ 45.00	$ 1,620.00	$ 47.50	$ 1,710.00	$ 75.00	$ 2,700.00
3	30" STEEL CASING (JACK AND BORE), Complete and in	LF	180	$ 550.00	$ 99,000.00	$ 375.00	$ 67,500.00	$ 595.00	$ 107,100.00	$ 580.00	$ 104,400.00	$ 620.00	$ 111,600.00	$ 465.00	$ 83,700.00
A4	36" ULTRA FLO POLYMER COATED STEEL PIPE, BY CONTECH OR APPROVED EQUAL, Complete and in Place.	LF	763	$ 69.00	$ 52,647.00	$ 55.00	$ 41,965.00	$ 83.50	$ 63,710.50	$ 70.00	$ 53,410.00	$ 61.50	$ 46,924.50	$ 110.00	$ 83,930.00
A5	48" ULTRA FLO POLYMER COATED STEEL PIPE, BY CONTECH OR APPROVED EQUAL, Complete and in Place.	LF	2,111	$ 85.00	$ 179,435.00	$ 78.00	$ 164,658.00	$ 111.00	$ 234,321.00	$ 110.00	$ 232,210.00	$ 78.00	$ 164,658.00	$ 150.00	$ 316,650.00
6	TYPE C INLET, Complete and in Place.	EA	1	$ 3,000.00	$ 3,000.00	$ 2,450.00	$ 2,450.00	$ 3,000.00	$ 3,000.00	$ 2,850.00	$ 2,850.00	$ 3,200.00	$ 3,200.00	$ 3,500.00	$ 3,500.00
7	STORM MANHOLE 6.0' (CONC), Complete and in Place.	EA	3	$ 3,500.00	$ 10,500.00	$ 3,700.00	$ 11,100.00	$ 5,980.00	$ 17,940.00	$ 3,000.00	$ 9,000.00	$ 3,700.00	$ 11,100.00	$ 7,500.00	$ 22,500.00
8	TYPE M MANHOLE, Complete and in Place.	EA	1	$ 4,200.00	$ 4,200.00	$ 3,900.00	$ 3,900.00	$ 5,915.00	$ 5,915.00	$ 3,500.00	$ 3,500.00	$ 4,200.00	$ 4,200.00	$ 5,500.00	$ 5,500.00
9	TYPE M GRATE INLET, Complete and in Place.	EA	8	$ 4,200.00	$ 33,600.00	$ 3,500.00	$ 28,000.00	$ 4,245.00	$ 33,960.00	$ 3,500.00	$ 28,000.00	$ 4,100.00	$ 32,800.00	$ 4,800.00	$ 38,400.00
10	TRAFFIC CONTROL, Complete and in Place.	MO	6	$ 4,000.00	$ 24,000.00	$ 2,900.00	$ 17,400.00	$ 1,100.00	$ 6,600.00	$ 1,500.00	$ 9,000.00	$ 3,600.00	$ 21,600.00	$ 2,500.00	$ 15,000.00
11	PAVEMENT REPAIR (EAST HALF OF MILE 4 W RD), Item to include turnouts of Dallas & Texas Street and consist only of subgrade and flex base mtrl as shown in plan details. Complete and in Place.	SY	1,100	$ 10.00	$ 11,000.00	$ 14.90	$ 16,390.00	$ 10.90	$ 11,990.00	$ 22.00	$ 24,200.00	$ 18.00	$ 19,800.00	$ 15.50	$ 17,050.00
12	3" HMAC PAVEMENT, Item to include turnouts of Dallas & Texas Street and consist of full width asphalt overlay and final striping. Complete and in Place.	SY	2,200	$ 18.00	$ 39,600.00	$ 25.00	$ 55,000.00	$ 19.00	$ 41,800.00	$ 22.00	$ 48,400.00	$ 17.50	$ 38,500.00	$ 18.00	$ 39,600.00
13	PAVEMENT REPAIR (FULL WIDTH HOUSTON STREET), Item to consist only of subgrade & flex base mtrl as shown inplan details. Complete and in Place.	SY	3,575	$ 10.00	$ 35,750.00	$ 14.90	$ 53,267.50	$ 10.90	$ 38,967.50	$ 22.00	$ 78,650.00	$ 18.00	$ 64,350.00	$ 15.50	$ 55,412.50
14	3" HMAC PAVEMENT, Item to consists of full width asphalt overlay and final striping. Complete and in Place.	SY	3,575	$ 19.00	$ 67,925.00	$ 25.00	$ 89,375.00	$ 19.00	$ 67,925.00	$ 22.00	$ 78,650.00	$ 17.50	$ 62,562.50	$ 18.00	$ 64,350.00
15	DRIVEWAY ASPHALT PAVEMENT REPAIR, Complete and in Place.	SY	380	$ 18.00	$ 6,080.00	$ 27.00	$ 10,260.00	$ 29.50	$ 11,210.00	$ 22.00	$ 8,360.00	$ 36.50	$ 13,870.00	$ 35.00	$ 13,300.00
16	DITCH EXCAVATION (TO INCL ULTIMATE X-SECTION), Complete and in Place.	CY	29,735	$ 3.00	$ 89,205.00	$ 6.50	$ 193,277.50	$ 6.50	$ 193,277.50	$ 7.00	$ 208,145.00	$ 10.50	$ 312,217.50	$ 11.00	$ 327,085.00
17	CONC RIP RAP AT PROP DITCH, Complete and in Place.	SY	45	$ 250.00	$ 11,250.00	$ 60.00	$ 2,700.00	$ 63.00	$ 2,835.00	$ 200.00	$ 9,000.00	$ 92.00	$ 4,140.00	$ 80.00	$ 3,600.00
18	ROCK RIP RAP AT PROP DITCH (18 IN), Complete and in	SY	10	$ 400.00	$ 4,000.00	$ 190.00	$ 1,900.00	$ 85.00	$ 850.00	$ 200.00	$ 2,000.00	$ 200.00	$ 2,000.00	$ 450.00	$ 4,500.00
19	CONC RIP RAP AT EXIST DITCH, Complete and in Place.	SY	10	$ 250.00	$ 2,500.00	$ 60.00	$ 600.00	$ 100.00	$ 1,000.00	$ 200.00	$ 2,000.00	$ 92.00	$ 920.00	$ 150.00	$ 1,500.00
20	UTILITY RELOCATION & ADJUSTMENTS, Complete and in Place.	LS	1	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00	$ 3,000.00	$ 3,000.00	$ 8,500.00	$ 8,500.00	$ 14,500.00	$ 14,500.00	$ 13,500.00	$ 13,500.00
21	EXIST DITCH CLEARING AND DEBRIS REMOVAL, Complete and in Place.	LF	4,700	$ 6.00	$ 28,200.00	$ 10.00	$ 47,000.00	$ 10.00	$ 47,000.00	$ 4.00	$ 18,800.00	$ 4.50	$ 21,150.00	$ 25.00	$ 117,500.00
22	TRENCH SAFETY PROTECTION, Complete and in Place.	LF	2,876	$ 1.00	$ 2,876.00	$ 1.00	$ 2,876.00	$ 1.50	$ 4,314.00	$ 2.00	$ 5,752.00	$ 5.00	$ 14,380.00	$ 2.00	$ 5,752.00
23	24" FLAP GATE, Complete and in Place.	EA	1	$ 6,500.00	$ 6,500.00	$ 1,850.00	$ 1,850.00	$ 2,950.00	$ 2,950.00	$ 4,500.00	$ 4,500.00	$ 6,500.00	$ 6,500.00	$ 4,500.00	$ 4,500.00
24	FENCING (CHAIN LINK), Complete and in Place.	LF	3,260	$ 15.00	$ 48,900.00	$ 10.00	$ 32,600.00	$ 30.25	$ 98,615.00	$ 30.00	$ 97,800.00	$ 21.00	$ 68,460.00	$ 25.00	$ 81,500.00
25	12" DRVWY CULVERT (CORRUGATED METAL), Complete and in Place.	LF	430	$ 26.00	$ 11,180.00	$ 25.00	$ 10,750.00	$ 26.25	$ 11,287.50	$ 30.00	$ 12,900.00	$ 23.00	$ 9,890.00	$ 50.00	$ 21,500.00

Denotes different amount than shown on bid forms.

SAMES, INC.
200 S. CAGE BLVD. PHARR, TEXAS 78577
PH: 956-702-6380 FAX: 956-702-3863
Reg. No. F-10602

BID TABULATIONS
HIDALGO COUNTY GLO FLO AND DRAINAGE IMPROVEMENTS
BERNAL HEIGHTS #1, #2 AND BAR #3
BID NO. 5540-62-0309-5200-6200-UCP-AVF

Bid Opening: May 6, 2015
9:30 AM
Hidalgo County Purchasing Department

ALTERNATE 'A' - STEEL PIPE CONT'D

BID ITEM	ITEM DESCRIPTION	UNIT	QTY	SAENZ BROTHERS CONST.		INTL CONSULTING ENGINEERS		REIM CONSTRUCTION		PEGA JPS UTILITY, LLC.		VANGUARD ENGINEERING		JCS CONSTRUCTION	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A26	18" TURNOUT CULVERT, ULTRA FLO POLYMER COATED METAL PIPE, BY CONTECH OR APPROVED EQUAL, Complete and in Place.	LF	80	$ 36.00	$ 2,880.00	$ 32.00	$ 2,560.00	$ 44.90	$ 3,592.00	$ 45.00	$ 3,600.00	$ 36.00	$ 2,880.00	$ 65.00	$ 5,200.00
27	CELL FBR MULCH SEED (PERM)(RURAL)(SANDY), Item	SY	4,500	$ 1.00	$ 4,500.00	$ 1.00	$ 4,500.00	$ 1.90	$ 8,550.00	$ 2.00	$ 9,000.00	$ 2.25	$ 10,125.00	$ 2.50	$ 11,250.00
28	DEWATERING, Complete and in Place.	LS	1	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00	$ 11,000.00	$ 11,000.00	$ 12,000.00	$ 12,000.00	$ 50,000.00	$ 50,000.00	$ 15,000.00	$ 15,000.00
29	CONSTRUCTION STAKING, Complete and in Place	LS	1	$ 10,000.00	$ 10,000.00	$ 3,500.00	$ 3,500.00	$ 14,400.00	$ 14,400.00	$ 5,000.00	$ 5,000.00	$ 10,250.00	$ 10,250.00	$ 1,500.00	$ 1,500.00
	BAR #3 ALTERNATE A SUBTOTAL:				$ 814,948.00		$ 893,191.00		$ 1,084,471.00		$ 1,090,247.00		$ 1,135,717.50		$ 1,398,179.50
	ALTERNATE 'A' TOTAL:				$ 959,594.00		$ 1,024,235.00		$ 1,259,582.50		$ 1,285,129.00		$ 1,295,723.50		$ 1,642,909.50

ALTERNATE 'B' - DUPLEX PUMP STATION

B30	DUPLEX PUMP STATION SYSTEM, Item to include 8'x8' junction box at station 22+50, installion of (2) submersible 7.5 HP heavy duty trash pumps with 4 inch discharge, manifold, valves, hoist and rails, floatation system and stand alone control panel, etc. necessary electrical connection, approximately 180 linear feet of 6 inch pvc to discharge point at exist ditch. Complete and in place.	LS	1	$ 100,000.00	$ 100,000.00	$ 77,777.00	$ 77,777.00	$ 167,000.00	$ 167,000.00	$ 190,000.00	$ 190,000.00	$ 105,000.00	$ 105,000.00	$ 130,000.00	$ 130,000.00
	ALTERNATE 'B' SUBTOTAL:				$ 100,000.00		$ 77,777.00		$ 167,000.00		$ 190,000.00		$ 105,000.00		$ 130,000.00
	ALTERNATE 'A + B' TOTAL:				$ 1,059,594.00		$ 1,102,012.00		$ 1,425,582.50		$ 1,475,129.00		$ 1,400,723.50		$ 1,772,909.50

Denotes different amount than shown on bid forms.

STATE OF TEXAS
JESSICA M. MENDOZA
111579
LICENSED
PROFESSIONAL ENGINEER

Jessica M. Mendoza
5/8/15

SAMES, INC.
203 S. CAGE BLVD. PHARR, TEXAS 78577
PH: 956-702-8880 FAX: 956-702-8883
Reg. No. F-10002

CONSTRUCTION CONTRACT

This Agreement entered into this **19th Day of May 2015** by and between Hidalgo County acting by and through Hidalgo County Urban County Program, hereinafter called the "OWNER", acting herein through its County Judge and **Saenz Brothers Construction, LLC (a corporation)** (a partnership) (an individual) of **Donna** State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME:	**GLO FLOOD & DRAINAGE IMPROVEMENTS PROJECT KNOWN AS "DELTA AREA CONNECTOR/ EAST LATERAL" COLONIA INFRASTRUCTURE IMPROVEMENTS I – Bernal Heights #1, Bernal Heights #2 and Bar #3**
PROJECT No.:	**6540-62-0309-5200-6200-UCP-AVF**
PROJECT DESCRIPTION:	**FLOOD & DRAINAGE IMPROVEMENTS**

heinafter called the project, for the sum of **($1,180,093.00) – one million one hundred and eighty thousand ninety three dollars and zero cents** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **SAM Engineering & Surveying, Inc.** and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **(180) One Hundred eighty** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **($250.00) two hundred fifty dollars and zero cents** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts,

each of which shall be deemed an original, in year and day first above mentioned.

_____
Name of Signatory
Name of Firm

Name of Firm:_____

Address: _____
_____

Federal I.D./S.S.:_____

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the __ day of _____, 20_____,

by _____, _____ of and on behalf of _____.
(title) (a corporation) (a partnership) (an individual)

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna , Director
Urban County Program

APPROVED AS TO FORM
Atlas, Hall & Rodriguez
By: Stephen L. Crain
Date: July 12, 2012

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/22/2015

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	CONTACT NAME: Consuelo Cavazos, CISR
McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733 E-MAIL ADDRESS: consuelo@mcafeeagency.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Saenz Brothers Construction, LLC 3226 N Victoria Rd Donna TX 78537	INSURER A: Ironshore Specialty Ins. Co.	
	INSURER B: Allstate County Mutual	ACM
	INSURER C: Texas Mutual Ins. Co.	
	INSURER D: Hanover Insurance Company	
	INSURER E: Torus National Ins Co	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2015-2016 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			AGS0041902	4/23/2015	4/23/2016	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 [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			648638635	4/23/2015	4/23/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist combined	$ 1,000,000 $ $ $ $ 100,000
E	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			76833L151ALI	4/23/2015	4/23/2016	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001251512	4/23/2015	4/23/2016	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Contractors Equipment			IHD992901502	4/30/2015	4/30/2016	Leased or Rented from Others	$100,000

CERTIFICATE HOLDER

(956)464-3401 amanda.flores@co.hidalgo.t

Hidalgo County
2812 S 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

Robert R Garza/CO

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

AI-49700 **Urban County** **17. B.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting acceptance and approval of Supplemental Agreement No. 1 to Work Authorization No. 2, through agreement #C-14-309-09-09 (with an estimated cost of $12,237.00) as submitted by Millennium Engineers Group, Inc. MEG will provide professional construction materials testing services at the Old La Blanca Road (Mile 10 North Road). Utilizing UCP – Precinct No. 1, FY 27 (2014) Street Improvement funds.

2. Requesting authorization for county judge to sign the required documents.

BACKGROUND

The Supplemental Agreement No. 1 will provide construction materials engineering and testing services for street and drainage improvements at Old La Blanca Road (Mile 10 North Road) project.

Supplemental No. 1 Amount: $12,237.00
Funds Available: $164,689.58 YR 27 (2014) Street Improvements

---

Fiscal Impact

Attachments

Attachment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/14/2015 04:08 PM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM

Form Started By: Sandra Regalado Started On: 05/14/2015 03:48 PM

Final Approval Date: 05/15/2015

EXHIBIT E
-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1
to WORK AUTHORIZATION NO. 2

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 Engineers Group, Inc. (MEG), Professional Laboratory of, Pharr, Texas, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the 15th day of October **2014** concerning Laboratory Testing for Old La Blanca Road (From Mile 9 to Mile 10) hereinafter referred to as the "**Project**"); and,

WHEREAS, Paragraph 1 of the **Agreement**, (Scope of Work), establishes the Professional Construction Materials Testing Laboratory Services required; and,

WHEREAS, it has become necessary to amend the Agreement to Exhibit "D" as hereinafter provided.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

I. Paragraph 2 of the **Agreement**, (Estimated Cost), is revised to

$25,407.00

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 _____, 2015.

THE LABORATORY:
MILLENNIUM ENGINEERS GROUP, INC.

BY:_____
Raul Palma, P.E.; President

Address for Giving Notices:

5804 N. Gumwood Avenue, Pharr, Texas 78577

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

- Exhibit "D" Cost Proposal
- Work Schedule Mile 10 North Road (From Old La Blanca Road to FM 493)

Revised
"Exhibit D"

HIDALGO COUNTY PRECINCT No. 1

Contract # C-14-309-09-09

WORK AUTHORIZATION NO. 2 – TOTAL AMOUNT BREAKDOWN

Proposal No.	Project Description	Previous Estimated Amount	Current Estimated Amount
01-14-205M, 01-15-143M	Old La Blanca Road – From Mile 9 to Mile 10 to now include Mile 10 North Road (Old La Blanca Road to FM 493)	$ 13,170.00	$25,407.00
	Total Amount	*$ 13,170.00*	*$ 25,407.00*

Millennium Engineers Group
MEG ENGINEERS
Consultants - Geotechnical - Testing

Work Schedule
Proposed Construction Materials Testing Services
Mile 10 North Road (Old La Blanca Road to FM 493) Improvements Project

☒SOILS SECTION

Task: Initial Subgrade Sample for Determination of Optimum Lime Content at Roadway (Per Trip, 1 trip estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	4	45.00	180.00
Determination of Optimum Lime Content, PI method (each)	1	275.00	275.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	57.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	647.00
Sub-Total (per task)	**1**	**647.00**	**647.00**

Task: Subgrade Sample at Roadway (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	57.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	574.50
Sub-Total (per task)	**2**	**574.50**	**1,149.00**

Task: Flexible Base Sample at Roadway (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Standard Proctor (each)	1	200.00	200.00
Atterberg Limits (each)	1	70.00	70.00
Sieve Analysis (each)	1	55.00	55.00
Wet Ball Mill (each)	1	210.00	210.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	57.50
Project Management (hourly)	0.25	70.00	16.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	838.75
Sub-Total (per task)	**2**	**838.75**	**1,677.50**

Task: Subgrade density testing at Roadway (Per Trip, 8 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Nuclear density test (each)	3	22.00	66.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	57.50
Project Management (hourly)	0.25	70.00	16.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	369.75
Sub-Total (per task)	**8**	**369.75**	**2,958.00**

Task: Flexible Base density testing at Roadway (Per Trip, 8 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Soil Engineering Technician (hourly)	2.5	45.00	112.50
Nuclear density test (each)	3	22.00	66.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	115.00	57.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	370.50
Sub-Total (per task)	**8**	**370.50**	**2,964.00**

SOILS Section Total **9,395.50**

☒HMAC PAVEMENT SECTION

Task: HMAC Pavement Field Rolling Pattern Testing (Per Trip, 2 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	4	50.00	200.00
Nuclear Density Test (each)	3	22.00	66.00
Vehicle trip charge (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.5	115.00	52.50
Project Management (hourly)	0.25	70.00	16.75
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	452.25
Sub-Total (per task)	**2**	**452.25**	**904.50**

Task: HMAC Pavement Laboratory Testing

Line Item	Qty.	Unit Rate	Estimated Cost
Extraction & Gradation, percent asphalt (each)	1	250.00	250.00
Theoretical maximum specific gravity of mixtures (each)	1	60.00	60.00
Lab Density (each)	1	65.00	65.00
Sub-Total (per trip)	1	-	375.00
Sub-Total (per task)	**2**	**375.00**	**750.00**

Task: HMAC Pavement Field Coring (Per Trip, 1 trips estimated)

Line Item	Qty.	Unit Rate	Estimated Cost
Asphalt Engineering Technician (hourly)	6	50.00	300.00
Coring Rig (each)	1	95.00	95.00
Asphalt Cores (each)	6	60.00	360.00
Asphalt Core Density (each)	6	40.00	240.00
Vehicle trips (each)	1	37.00	37.00
Test Report (each)	1	30.00	30.00
Project Engineer (hourly)	0.50	115.00	57.50
Project Management (hourly)	0.25	70.00	17.50
Clerical (hourly)	1	50.00	50.00
Sub-Total (per trip)	1	-	1,187.00
Sub-Total (per task)	**1**	**1,187.00**	**1,187.00**

HMAC Pavement Section Total **2,841.50**

Total Estimated Cost **$12,237.00**

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)	N/A		72 WEC GY1880	10/16/2014	10/16/2015	X PER STATUTE OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						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

Jan Mallon

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of 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

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 SCHEDULED AUTOS HIRED 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

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

ACORD

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 1FTYR10D48PA82344
2008 FORD RANGER 1FTYR10D38PA92175
2010 FORD RANGER 1FTKR1AD0APA22160
2011 FORD RANGER 1FTKR1ADXBPA02368

CERTIFICATE HOLDER WILL HAVE WAIVER OF SUBROGATION IN THEIR FAVOR

CERTIFICATE HOLDER	CANCELLATION
HIDALGO COUNTY 2812 S BUSSINESS 281 EDINBURG TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

RE: Requesting legal advice (Supplemental Agreement) Pct. 1 project

From : Steve Crain <scrain@atlashall.com> Thu, May 14, 2015 02:21 PM
Subject : RE: Requesting legal advice (Supplemental Agreement) Pct. 1 project
To : 'Monica Leal' <monica.leal@co.hidalgo.tx.us>

The documents are fine.

From: Monica Leal [mailto:monica.leal@co.hidalgo.tx.us]
Sent: Thursday, May 14, 2015 2:09 PM
To: scrain
Cc: Antonio Barco
Subject: Requesting legal advice (Supplemental Agreement) Pct. 1 project

Good afternoon Mr. Crain,

We hereby request your review and approval, on the attached Supplemental Agreement form to Work Authorization No. 2 under Agreement # C-14-309-09-09 for Precinct No. 1. The professional construction material testing laboratory services will be for an abutting street (Mile 10 North Road) to Old La Blanca Road located in the Precinct No. 1 area.

Attachments include:

Executed copy of Work Authorization No. 2
Supplemental Agreement form

Should you require additional information, please do not hesitate to contact our office.

Respectfully,

Monica Leal

Program Coordinator
Urban County Program
427 E. Duranta Ave., Suite 107
Alamo, TX 78516
Office: 956.787.8127 ext. 2235
Direct: 956.292.7000 ext. 2235

"For I know the plans I have for you declares the Lord, plans to prosper you, and not to harm you, plans to give you hope and a future" Jeremiah 29:11

AI-49695 **Urban County** **17. C.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval to authorize Urban County Program Director to sign Exhibit "B" (Payment Direction Agreement) for RDH Site and Concrete, LLC. This will authorize the contractor to employ the services of a disbursement agent (Maguire Insurance Agency Inc.) an underwriting manager for Philadelphia Indemnity Insurance Company, for the Precinct No. 1 Street Improvements project Old La Blanca Road (Mile 10 N. Rd.).

BACKGROUND

Prior to Contractor obtaining the Payment and Performance Bond for this project, the contractor must first obtain the owner's, (Hidalgo County) acting by and through Hidalgo County Urban County Program a Payment Direction Agreement, which authorizes the Obligee to remit payments due to contractor directly to Bank of America Merrill Lynch, Global Custody and Agency Services ("Escrow Agent"). (See attached Exhibit B.)

Fiscal Impact

Attachments

Attachment

EXH B

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/14/2015 03:05 PM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM

Form Started By: Sandra Regalado Started On: 05/14/2015 02:39 PM

Final Approval Date: 05/15/2015

EXHIBIT B

PAYMENT DIRECTION AGREEMENT

This PAYMENT DIRECTION AGREEMENT (hereinafter "Agreement") is entered into this 13h day of May, 2015, between **RDH Site and Concrete, LLC** ("Contractor") and **Hidalgo County/Urban County Program** ("Obligee").

RECITALS

A. Contractor and Obligee have entered into a construction and services contract for street and drainage improvements, (as the same may be modified, supplemented or amended from time to time, the "Contract") relating to that certain project (the "Project") described on the schedule attached hereto as Exhibit A (the "Project Fact Sheet").

B. Contractor has selected Philadelphia Indemnity Insurance Company ("PIIC") to provide surety bonds as required by Obligee under the Contract.

C. In connection with its issuance of the Bonds, PIIC and Contractor have agreed that Maguire Insurance Agency Inc., underwriting manager for PIIC, will direct the disbursement, from an escrow account, of all monies paid by Obligee under the Contract.

E. In furtherance of the foregoing disbursement arrangement, the parties hereto desire to direct all payments made by Obligee under the Contract to the Escrow Agent described herein.

NOW THEREFORE, in consideration of the preceding recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and Obligee agrees as follows:

Contractor hereby authorized and directs Obligee to remit, and Obligee hereby agrees to remit, all payments due to Contractor under the Contract directly to Bank of America Merrill Lynch, Global Custody and Agency Services, located at 135 South LaSalle Street IL4-135-05-07, Chicago, Illinois 60603, attn: Arlene Kaminski (312) 992-5771 ("Escrow Agent"), including, without limitation, any and all amounts now due, scheduled to become due in the future, or which become due on account of any increases in or amendments, additions, supplements, extensions, extras, change orders, additional work or other additional matters relating to the Contract (collectively the "Contract Payments").

1. Nothing contained in this Agreement shall prevent the Obligee from withholding payment to Escrow Agent of any amounts Obligee is entitled to withhold from Contractor by virtue of terms of the Contract or applicable law.

2. This Agreement shall inure to the benefit of and be binding upon the parties successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed and delivered, or caused to be executed and delivered, this Agreement as of the date first written above.

OBLIGEE:

HIDALGO COUNTY/Urban County Program

Signature:_____

Name:_____

Title:_____

Date:_____

CONTRACTOR:

RDH SITE AND CONCRETE, LLC

Signature: [signature]

Name: Dietrich DeHarps

Title: General Manager

Date: 05/13/15

PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

EXHIBIT B

PAYMENT DIRECTION AGREEMENT

This PAYMENT DIRECTION AGREEMENT (hereinafter "Agreement") is entered into this 19th day of May, 2015, between **RDH Site and Concrete, LLC** ("Contractor") and **Hidalgo County/Urban County Program** ("Obligee")

RECITALS

A. Contractor and Obligee have entered into a construction and services contract for streets and drainage improvements, (as the same may be modified, supplemented or amended from time to time, the ("Contract") relating to that certain project (the "Project") described on the schedule attached hereto as Exhibit A (the "Project Fact Sheet").

B. Contractor has selected Philadelphia Indemnity Insurance Company ("PIIC") to provide surety bonds as required by Obligee under the contract.

C. In connection with its issuance of the Bonds, PIIC and Contractor have agreed that Maguire Insurance Agency Inc., underwriting manager for PIIC, will direct the disbursement, from an escrow account, of all monies paid by Obligee under the Contract.

D. In furtherance of the foregoing disbursement arrangements, the parties hereto desire to direct all payments made by Obligee under the Contract to the Escrow Agent described herein.

NOW THEREFORE, in consideration of the preceding recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and Obligee agrees as follows:

Contractor herby authorized and directs Obligee to remit, and Obligee hereby agrees to remit, all payments due to Contractor under the Contract directly to Bank of America Merrill Lynch, Global Custody and Agency Services located at 135 South LaSalle Street IL 4-135-05-07, Chicago, Illinois 60603, attn: Arlene Kaminski (312) 992-5771 ("Escrow Agent"), including, without limitations, any and all amounts now due, scheduled to become due in the future, or which become due on account of any increases in or amendments, additions, supplements, extensions, extras, change orders, additional work or other additional matters relating to the Contract (collectively the "Contract Payments")

AI-49618 **Urban County** **17. D.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program is requesting approval of a budget and program amendment for the City of Alton. The proposed amendment is for the Fiscal Years 25,26 & 27 (2012,2013 & 2014) workplans, and will decrease the 2012 Fire Station line item, the 2013 Repayment of Section 108 and create a Streets Improvement line item for all three fiscal years to include any and all improvements to Colorado Street and Delaware Street.

BACKGROUND

A public hearing was held on April 14, 2015 at 7:30 pm at the Alton City Hall and citizen participation requirement have been met. The City of Alton proposed that the amendment will decrease the 2012 Fire Station line item and the 2013 Repayment of Section 108 Loan. It will also delete the 2014 Fire Station Equipment line item and create a new Street Improvements line item for all three years to include any and street improvements to Colorado Street and Delaware Streets related to project completion. (See attached copy of Public Hearing Notice and City excerpts of minutes.

Fiscal Impact

Attachments

Attachment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/13/2015 03:28 PM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM

Form Started By: Sandra Regalado Started On: 05/08/2015 04:41 PM

Final Approval Date: 05/15/2015

PUBLIC HEARING NOTICE
CITY OF ALTON
URBAN COUNTY PROGRAM

BUDGET AND PROGRAM AMENDMENT

Published on March 3, 2015

In compliance with Community Development Block Grant (CDBG) requirements, the **City of Alton** will conduct a Public Hearing to solicit input from interested parties on the City's proposed Budget and Program Amendment to its Urban County program **Years 25, 26 & 27 (2012, 2013 & 2014)**.

The Public Hearing will be held on **Tuesday, April 14, 2015** at **7:30 pm** at the **Alton City Hall Commission Chambers located at 509 S Alton Blvd., Alton Texas.**

Following is the proposed Budget and Program Amendment for your consideration:

Existing Budget	Urban County Year 25 (2012) Activities	Proposed Budget
$111,052.00	Fire Station Equipment (-$52,973.15)	$ 58,078.85
$ 0.00	Street Improvements (+52,973.15)	$ 52,973.15
$111,052.00		$111,052.00

The proposed amendment to the Fire Station Equipment line items would **decrease** funding and **Create** a Street Improvements line item for the improvements to Colorado Street and Delaware Street to include any and all improvements related to project completion.

Existing Budget	Urban County Year 26 (2013)	Proposed Budget
$263,068.00	Repayment of Section 108 Loan(-$55,835.44)	$207,232.56
$ 0.00	Street Improvements (+55,835.44)	$ 55,835.44
$263,068.00		$263,068.00

The proposed amendment to the Repayment of Section 108 line items would **decrease** funding and **Create** a Street Improvements line item for the improvements to Colorado Street and Delaware Street to include any and all improvements related to project completion

Existing Budget	Urban County Year 27 (2014)	Proposed Budget
$40,322.00	Fire Station Equipment (-$40,322.00)	$ 0.00
$ 0.00	Street Improvements (+$40,322.00)	$40,322.00
$40,322.00		$40,322.00

The proposed amendment to the Fire Station Equipment line item would **Delete** funding and **Create** a Street Improvements line item for the improvements to Colorado Street and Delaware Street to include any and all improvements related to project completion.

Accommodations for individuals with handicaps shall be provided upon request.
Las presentaciones se haran en espanol para aquellas personas que asi lo deseen.

For more information, please come by our office or call (956) 432-0760. Written comments may be forwarded to:

Mayor Salvador Vela
509 S. Alton Blvd.
Alton, TX 78573
(956) 432-0760

City of Alton City Commission
Regular Meeting 6:30 pm
April 14, 2015 Minutes

Members Present
Mayor Salvador Vela
Mayor Pro Tem Arturo Galvan Jr
Commissioner Ricardo Garza
Commissioner Richard Arevalo
Commissioner Emilio Cantu Jr

City Staff Present
Jorge Arcaute
Baudelia Rojas
Jeff Underwood
Ricardo Gonzalez
Rosie Tello
Enrique Sotelo
Janie Gaytan
Rudy Garza
Javier Garcia

Others Present
Melba Schaus
Homer Bazan
Chelsea Castro

I. CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT:

With a quorum of the Alton City Commission present, Mayor Salvador Vela called the meeting to order at 7:30 pm.

II. INVOCATION AND PLEDGE OF ALLEGIANCE TO THE U.S. FLAG

Mayor Salvador Vela led the group in prayer. Commissioner Ricardo Garza led in the Pledge of Allegiance.

At 7:31 pm, Mayor Salvador Vela moved to the City Managers report.

III. PUBLIC HEARING

1. **Public hearing to solicit input from interested parties on the city's proposed budget and Program Amendment to its Urban County Program Years 25, 26 & 27 (2012, 2013, & 2014).**

   Mayor Salvador Vela opened the public hearing at 7:47 pm. Jeff Underwood, Asst City Manager stated the public hearing was required in order for the City to reprogram funds from other line items in previous Urban County years to a street improvements line item. The proposal is to move unexpended funds from the fire station/equipment

section and Section 108 repayment line items to a street improvements line item, which will allow the City fo repave Delaware and Colorado Streets in the Old Townsite. There were no public comments during the public hearing. Public hearing closed at 7:52 pm.

IV. **PUBLIC COMMENT:** None

V. **CONSENT AGENDA**

Approve the minutes of the City Commission meeting of March 24, 2015.
Motion to approve the minutes was moved by Mayor Pro Tem Arturo Galvan Jr and second by Commissioner Richard Arevalo. Motion carried 5-0.

VI. **NEW BUSINESS**

1. **Consider and approve a budget and program amendment to the City of Alton's Urban County budget for Years 25, 26, & 27 (2012, 2013 & 2014).**
Jeff Underwood, Asst. City Manager stated staff is seeking authorization to reprogram $149,140.49 from fire station/equipment and section 108 repayment line items to a street improvements line item in order to repave Colorado and Delaware Streets from main Avenue to Carter Street. The funds will be used for construction only. Staff recommends approval. Motion to approve was moved by Mayor Pro Tem Arturo Galvan Jr and second by Commissioner Richard Arevalo. Motion carried 5-0.

2. **Consider and approve the second reading of Ordinance 2015-05, an ordinance regulating mobile food vendors, waiving third reading.**
Jeff Underwood, Asst. City Manager stated that staff has received numerous inquiries regarding the possibility of operating mobile food vending establishments within the City. Staff is proposing this ordinance to place strict regulations on all mobile food vendors, specifically pushcart vendors. There have not been any changes made since the first reading of the Ordinance. This also contains provisions for the flea markets. Staff recommends approval. Motion to approve was moved by Mayor Pro Tem Arturo Galvan Jr and second by Commissioner Richard Arevalo. Motion carried 5-0.

3. **Approval of Interlocal Cooperation Agreement between Hidalgo County and the City of Alton, Texas to assist in projects with equipment, materials and manpower.**
Jorge Arcaute, City Manager stated agreement is for Palm Lake Estates project. The work is already underway. The agreement has the capability for renewal each year. Staff recommends approval. Motion to approve was moved by Mayor Pro Tem Arturo Galvan Jr and second by Commissioner Richard Arevalo. Motion carried 5-0.

4. **Approval of the 2015 Public Investment Policy.**

Jorge Arcaute, City Manager stated there were no changes to the investment policy. Staff recommends approval. Motion to approve was moved by Mayor Pro Tem Arturo Galvan Jr and second by Commissioner Emilio Cantu Jr. Motion carried 5-0.

5. **Adopt Resolution 2015-10 establishing rules and regulations regarding the use of excessive force during nonviolent civil rights demonstrations, including physically barring entrance to a facility or location which is the subject of such demonstrations and providing penalties for violations thereof.**
Jorge Arcaute, City Manager stated resolution is presented annually. Staff recommends approval. Motion to approve was moved by Commissioner Ricardo Garza and second by Commissioner Richard Arevalo. Motion carried 5-0.

6. **Adopt Proclamation 2015-03 proclaiming April 2015 as Fair Housing Month.**
Jorge Arcaute, City Manager stated proclamation is routine and presented annually. Staff recommends approval. Motion to approve was moved by Mayor Pro Tem Arturo Galvan Jr and second by Commissioner Richard Arevalo. Motion carried 5-0.

7. **Adopt Proclamation 2015-04 proclaiming April 6-11, 2015 as CDBG Week.**
Jorge Arcaute, City Manager stated proclamation is presented annually. Staff recommends approval. Motion to approve was moved by Mayor Pro Tem Arturo Galvan Jr and second by Commissioner Emilio Cantu Jr. Motion carried 5-0.

8. **Discussion and action on tax resale bid received on tax resale property described as Account No. W0100-00-037-0010-06; that portion of canal right of way in Lot 37-10, West Addition to Sharyland Subdivision, as per map thereof recorded in Volume 1, Page 56, Hidalgo County.**
Motion to approve was moved by Mayor Pro Tem Arturo Galvan Jr and second by Commissioner Richard Arevalo. Motion carried 5-0.

9. **Adopt Resolution 2015-11, a resolution on tax resale property.**
Motion to approve was moved by Mayor Pro Tem Arturo Galvan Jr and second by Commissioner Richard Arevalo. Motion carried 5-0.

10. **Discussion and possible action on approving the re-nomination of CADC Board of Directors for an additional two year term.**
Steve Peña, CEO CADC recommended the re-nomination of CADC Board of Directors Ricardo Garza, Arturo Galvan and Calixto Hernandez for an additional two year term. Motion to approve was moved by Mayor Pro Tem Arturo Galvan Jr and second by Commissioner Emilio Cantu Jr. Motion carried 5-0.

11. **Discussion and consideration to approve an Interlocal Agreement with Texas A&M University-Kingsville for participation in the Stormwater Compliance Regional Task Force.**
Jorge Arcaute, City Manager stated that the interlocal was a renewal that assists the City in ensuring compliance with the Texas Commission on Environmental Quality Phase II Stormwater Rules. Staff recommends approval. Motion to approve was moved by Mayor Pro Tem Arturo Galvan Jr and second by Commissioner Richard Arevalo. Motion carried 5-0.

12. **Consider and approve the selection of Bond Counsel for the USDA Sanitary Sewer Yard line Project.**
Jorge Arcaute, City Manager stated that as a requirement for securing loans from USDA for the installation of the sewer yard line, the City must retain the services of bond counsel. Recommends bond counsel of Muñoz & Frankel. Motion to approve was moved by Mayor Pro Tem Arturo Galvan Jr and second by Commissioner Emilio Cantu Jr. Motion carried 5-0.

VII. EXECUTIVE SESSION: Pursuant to Government Code Section 551.071 & 551.072

a) Pending and/or potential litigation: Alton Fire Station Project

Motion to enter into executive session at 7:57 pm was moved by Mayor Pro Tem Arturo Galvan Jr and second by Commissioner Richard Arevalo. Motion carried 5-0.

VIII. RETURN TO OPEN SESSION FOR POSSIBLE ACTION:

a) Pending and or potential litigation: Alton Fire Station

Motion to enter into open session at 8:09 pm was moved by Mayor Pro Tem Arturo Galvan Jr and seconded by Commissioner Richard Arevalo. Motion carried 5-0.

Ricardo Gonzalez, City Attorney stated to proceed as requested in executive session. Motion to approve was moved by Commissioner Ricardo Garza and seconded by Commissioner Emilio Cantu Jr. Motion carried 5-0.

IX. CITY MANAGER'S REPORT

Homer Bazan, TxDOT Pharr District headquarters provided a report on FM 676 (Mile 5 Project) to the City Commission. Project would start late fiscal year 2016 or beginning of 2017.

Jorge Arcaute, City Manager stated Fire Department received a $4,000 grant for another training which they will be hosting in Alton. Chief Garcia is looking into providing a basic fire fighting academy. A budget amendment would be brought up the first meeting in May. Tuition should cover all costs.

Currently waiting on report of the project manager for the plumbing connections.

Pond is at street level with the fill. Mr. Underwood is contacting professional landscaping company for this project where funding has already been set aside. Drainage district has already completed the benching.

X. ADJOURNMENT:

Motion to adjourn the meeting at 8:09 pm was moved by Commissioner Ricardo Garza and second by Commissioner Emilio Cantu Jr. Motion carried 5-0.

CITY OF ALTON

Salvador Vela, Mayor

ATTEST:

Baudelia Rojas, TRMC|CPM
City Secretary

CITY OF ALTON TEXAS

Approved by City Commission 04/28/2015

AI-49662 **Urban County** **17. E.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting approval of an "order" granting an exemption from competitive bidding requirements under Texas Local Gov't Code, Chapter 262, Section .024 (a)(7) "an item that can only be obtained from one source."

2. Approval of a "Sole Source Declaration" with authority to enter into a "Contribution-In-Aid-of Construction Agreement" with AEP Texas Central Company in the amount of $39,916.42 for the installation of primary poles and street lights within the City of Sullivan City.

BACKGROUND

AEP is a sole provider of light service in Sullivan City. The city is requesting street lights and street light poles to be installed utilizing the FY 2013 Sullivan City Street Improvement Project line item. (Attached is the AEP Contribution-In-Aid-of-Construction Agreement and Sole Source Declaration)

Fiscal Impact

Attachments

Attachment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/14/2015 08:21 AM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM

Form Started By: Sandra Regalado Started On: 05/13/2015 03:06 PM

Final Approval Date: 05/15/2015

AEP TEXAS
A unit of American Electric Power

AEP Texas
5700 North Cage Blvd.
Pharr, TX 78577-7921
956/283-2441
www aeptexas com

April 28, 2015

Judy Davila
City of Sullivan City
500 S Cenizo Street
Sullivan City, TX 78595

Subject: AEP Service Territory

Dear Ms. Davila,

AEP Texas is and Transmission and Distribution Service Provider regulated by the Public Utility Commission of Texas (PUCT). The PUCT certifies utilities to serve a particular geographic area. Based on the PUCT certified maps, all of the land within the city limits of the City of Sullivan City is certificated to AEP Texas. AEP Texas is the sole company that can provide electric distribution services in Sullivan City. AEP Texas provides this service pursuant to our Manual of Tariffs which is also approved by the PUCT.

Please let me know if you have any other questions. You may call me at 956-283-2441 with any questions.

Sincerely

Lee Jones, PE
Community Affairs Manager

AEP Texas Central Company

Contribution-In-Aid-Of-Construction Agreement
For Electric Distribution Service

SULLIVAN CITY
Service: GUADALUPE FLORES RD
SULLIVAN, TX

Contract #: DWMS00000266076 Work Request #: 57384556

Date: 4/22/2015

You, SULLIVAN CITY (Customer) have requested AEP Texas Central Company (Company) to install/construct certain electric distribution facilities (hereinafter referred to as "Facilities") as follows:WR# 57384556 JV - THE INSTALL OF OH ELECTRICAL FACILITIES FOR 30 NEW STREET-LIGHTS IN SULLIVAN CITY, FROM GUADALUPE FLORES RD TO OLGA ST, SOUTH OF US HIGHWAY 83, AS PER REQUESTED BY THE CUSTOMER, THE CITY OF SULLIVAN, TX.

The cost for construction/installation of the requested Facilities will be in excess of what would normally be provided by Company at no additional cost to the Customer to initiate service. In accordance with the Company's approved Tariff, as filed with the Public Utilities Commission of Texas, the Customer agrees to pay Company a one-time, non-refundable, Contribution-In-Aid-Of-Construction (CIAC) in the amount of 39,916.42. The Customer understands that he/she receives no ownership or control of the Facilities by virtue of the payment of the CIAC. The Facilities installed by the Company will remain the property of the Company. The Company expressly retains the right to use said Facilities for any purpose which Company deems appropriate under good utility practices, including the distribution of electric service to other customers.

Company agrees to WR# 57384556 JV - THE INSTALL OF OH ELECTRICAL FACILITIES FOR 30 NEW STREET-LIGHTS IN SULLIVAN CITY, FROM GUADALUPE FLORES RD TO OLGA ST, SOUTH OF US HIGHWAY 83, AS PER REQUESTED BY THE CUSTOMER, THE CITY OF SULLIVAN, TX., and the Customer agrees to provide PAY CIAC OF $ 39,916.42 PRIOR TO JOB BEING RELEASED TO AEP'S CONSTRUCITON DEPARTMENT. FOR PAYMENTS PLEASE CONTACT ROSIE UNDERWOOD AT (956)-283-2328. and to be ready to take electric service on or before 05/29/2015.

It is understood and agreed that the Company will not begin construction/installation of the Facilities until full payment of the CIAC has been received by the Company; therefore, Customer understands and agrees that he/she needs to make full payment of the CIAC in sufficient time to allow for the construction/installation to be completed by the In Service Date.

The pricing of the CIAC quoted herein is based on the specifics of the Customer's request, including the Customer's stated In Service Date, and must be accepted by the Customer by executing and returning to the Company this Agreement by 7/21/2015 to remain valid. Should Customer alter the request for facilities, or request a delay in (or is otherwise unable to take service by) the stated In Service Date, the Company reserves the right to update the pricing and require an additional CIAC payment to reflect any increases in cost due to the alteration in requested facilities or the delay in taking service, or both.

Nothing contained herein shall be construed as a waiver or relinquishment by Company of any right it has or may hereafter have to discontinue service for default in the payment of any bill owing or to become owing hereunder or for any reason or cause allowed by law.

By signing and returning this Agreement, Customer understands and accepts the above described terms and conditions.

Customer		Company	
By	_____	By	_____
Signature:	_____	Signature:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

PLEASE >>
DETACH >>
STUB >>
AND >>
RETURN >>
WITH >>
PAYMENT >>

Please remit To:
American Electric Power
Attn: Rose Underwood
5700 N Cage Blvd
Pharr, TX 78577

Bill To:
SULLIVAN CITY

Company No: 211
Contract No: DWMS00000266076
Customer No:
Date: 4/22/2015
Amount Due: 39,916.42

Amount Remitted: _____

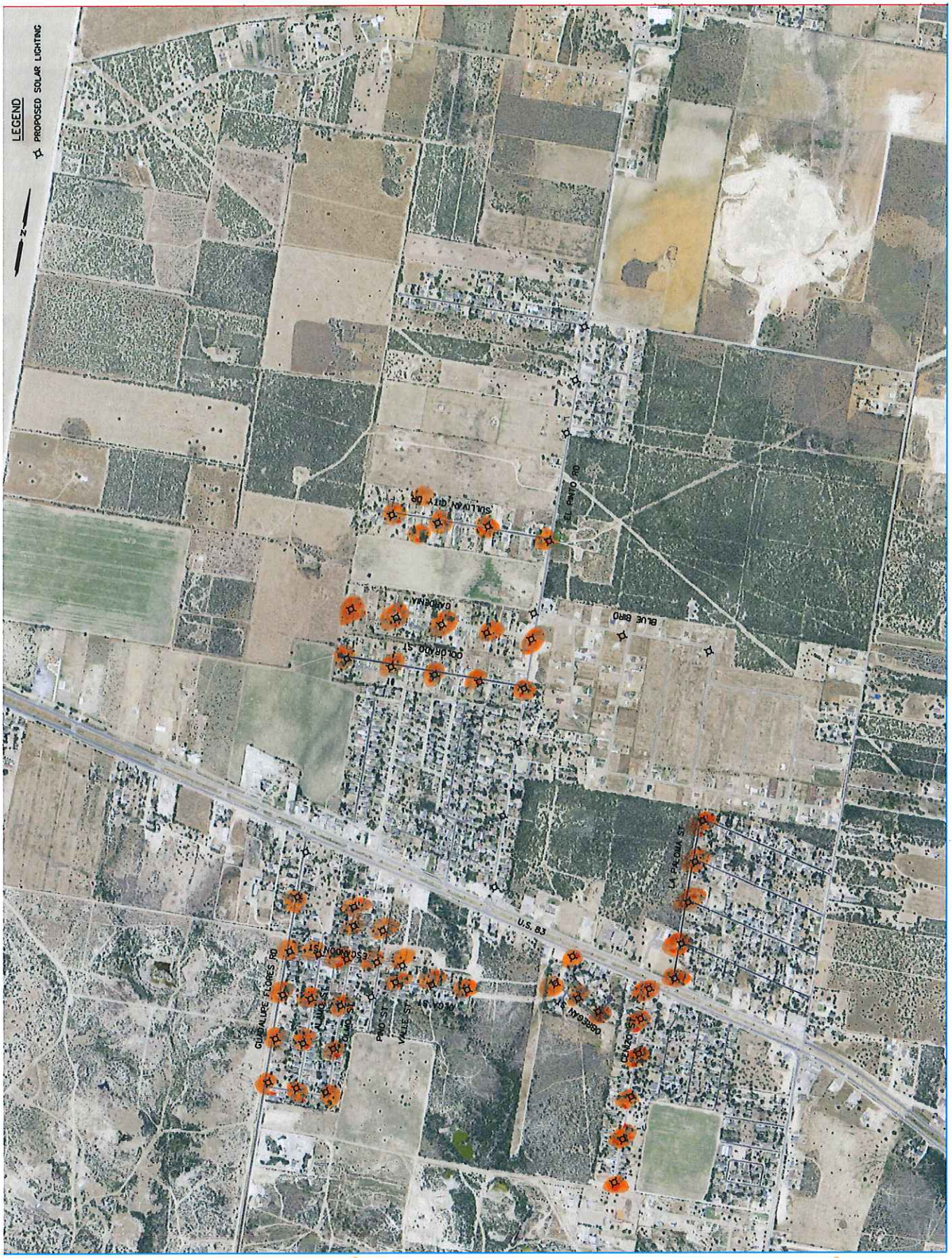
Contract No: DWMS00000266076
Date: 4/22/2015

PRO FORMA

Customer No:
Purchase Order: 57384556

Description	Quantity	UOM	Init Amt	Net Amount
WR# 57384556 JV - THE INSTALL OF OH ELECTRICAL FACILITIES FOR 30 NEW STREET-LIGHTS IN SULLIVAN CITY, FROM GUADALUPE FLORES RD TO OLGA ST, SOUTH OF US HIGHWAY 83, AS PER REQUESTED BY THE CUSTOMER, THE CITY OF SULLIVAN, TX.	1.0	EA	39,916.42	39,916.42

Amount Due: 39,916.42



33 New Poles ; Service - 49 Total

Fiscal year thru period ending 05/31/2015

77

Description	Month to date	Year to date	Ytd encumbrnce	Annual budget	Annual var	% used
5013 77 0311 5000 7700						
STREET IMPROVEMENTS	.00	.00	.00	157,900.00	157,900.00	.0%
Total Expenditure	.00	.00	.00	157,900.00	157,900.00	.0%

Setup by: NELLIE MORIN

---------- Selection Page ----------

ID type.....: P - Project Reporting System
Report Name....: PCITY - CITY REPORT
Account Mask...: PXXXX 5013-77-0311-XXXX
Date.....: 05/11/2015
Adj period.....: No
Include Attrs..: EX
Exclude Attrs..:
Reclass.....: No
Show pennies...: Yes
Report zero....: No

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

RE: AEP- CONTRIBUTION-IN-AID-OF-CONSTRUCTION AGREEMENT

From : Steve Crain <scrain@atlashall.com> Thu, Apr 23, 2015 07:19 AM

Subject : RE: AEP- CONTRIBUTION-IN-AID-OF-CONSTRUCTION AGREEMENT

To : 'Sandra Regalado' <sandra.regalado@co.hidalgo.tx.us>

Please call me.

From: Sandra Regalado [mailto:sandra.regalado@co.hidalgo.tx.us]
Sent: Wednesday, April 22, 2015 5:22 PM
To: scrain@atlashall.com
Cc: Diana Serna; Lupita V. Garcia
Subject: AEP- CONTRIBUTION-IN-AID-OF-CONSTRUCTION AGREEMENT

Good Afternoon,

As requested by Ms. Serna, attached for your review and/or approval is the Standard Contribution-in-aid-of-Construction Agreement for a project in Sullivan City for the installation of 30 street lights. Please let us know if you have no objection to the document. We understand that since the County though its UCP will be paying for the installation of the lights. The agreement will reflect that Hidalgo County is the Customer.

Should you have any questions, feel free to contact our office at your earliest convenience.

Respectfully,

Sandra G. Regalado, Administrative Assistant
Urban County Program
427 E. Duranta St. Ste. 107
Alamo, TX 78516
Phone: (956) 787-8127
Fax: (956) 318-2988
Direct: (956) 292-7000 ext 2233

4/23/15

* As per conversation between Mr. Barco & Steve Crain, no objection w/ form presented by AEP. Proceed w/ Agenda.

AI-49667 **Urban County** **17. F.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program is requesting consideration and action to enter into a Funds Disbursing Agreement for the construction contract with Armin Antonio Solis Construction in the amount of $313,466.00.

BACKGROUND

The Maguire Insurance Agency, Inc. will be the underwriting manager for the Philadelphia Indemnity Insurance Compancy (PHLY), ensuring Contractor's performance under the contract and payment to subcontractors in order to limit PHLY's exposure under the bonds. The contract with Armin Antonio Solis Construction was approved on April 28, 2015 by Hidalgo County Commissioners' Court.

Fiscal Impact

Attachments

Attachment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/14/2015 08:21 AM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM

Form Started By: Sandra Regalado Started On: 05/13/2015 03:39 PM

Final Approval Date: 05/15/2015

IL4-135-05-07, Chicago, Illinois 60603, attn: Arlene Kaminski (312) 992-5771 ("Escrow Agent"), including, without limitation, any and all amounts now due, scheduled to become due in the future, or which become due on account of any increases in or amendments, additions, supplements, extensions, extras, change orders, additional work or other additional matters relating to the Contract (collectively the "Contract Payments").

2. Nothing contained in this Agreement shall prevent the Obligee from withholding payment to Escrow Agent of any amounts Obligee is entitled to withhold from Contractor by virtue of terms of the Contract or applicable law.

3. This Agreement shall inure to the benefit of and be binding upon the parties successors and permitted assigns.

Nothing contained in this Agreement shall modify the obligations of Contractor under the Contract."

IN WITNESS WHEREOF, the parties hereto have executed and delivered, or caused to be executed and delivered, this Agreement as of the date first written above.

OBLIGEE:	CONTRACTOR:
Hidalgo County Urban County Program	Armin Antonio Solis Construction
Signature: _____	Signature: _____
Name: Diana R. Serna	Name: Armin A Solis
Title: UCP Director	Title: Owner
Date: _____	Date: 5/4/15

PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

FUNDS DISBURSING AGREEMENT

THIS FUNDS DISBURSING AGREEMENT is made as of this _ day of _____ hereinafter "**Effective Date**"), by and between Armin Antonio Solis Construction, a Texas corporation, with a principal place of business located at 1954 North FM 2360 Rio Grande City, TX 78582 (hereinafter "**Contractor**"), and MAGUIRE INSURANCE AGENCY, INC., underwriting manager for Philadelphia Indemnity Insurance Company ("**PHLY**").

RECITALS

A. Contractor and Hidalgo County Urban County Program ("**Obligee**") have entered into a construction and services contract for Memorial Park – install raid deck, new light and canopy, (as the same may be modified, supplemented or amended from time to time, the "**Contract**") relating to that certain project (the "**Project**") described on the schedule attached hereto as **Exhibit A** (the "**Project Fact Sheet**").

B. Pursuant to the Contract, Contractor is required to obtain one or more surety bonds in order to secure Contractor's payment of subcontractors and/or performance under the Contract.

C. PHLY has agreed to issue that certain Payment bond 313,466.00 and that certain performance bond 313,466.00 in favor of Obligee (the "**Bonds**") and as required by Obligee under the Contract.

D. In connection with its issuance of the Bonds, PHLY and Contractor are entering into this Agreement regarding the control and disbursement of all payments to be made by Obligee under the Contract.

NOW THEREFORE, in consideration of the foregoing premises and mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 Definitions. The following terms as used in this Agreement shall have the following meanings:

"**Administrative Fee**" has the meaning given to such term in Section 5.3.

"**Agreement**" means this Funds Disbursing Agreement, as it may be amended or supplemented from time to time, together with all attachments, exhibits, schedules, riders and addenda, all of which are incorporated herein by this reference and made a part hereof.

"**Bonds**" has the meaning given to such term in the recitals to this Agreement.

"**Bond Documents**" means this Agreement, the Bonds, the Payment Direction Agreement, the Escrow Agreement, the General Indemnity Agreement (to the extent related to the Bonds) and all other agreements, instruments, certificates, requests, statements, disclosures and documents executed or delivered by any person or entity relating to any of the foregoing.

"**Contract**" has the meaning given to such term in the recitals to this Agreement.

"**Contract Amount**" means the aggregate amount payable to Contractor by Obligee under the Contract.

"**Contract Payment**" has the meaning given to such term in Section 2.2.

"**Disbursement Request**" has the meaning given to such term in Section 3.1.

"**Effective Date**" has the meaning given to such term in the introductory paragraph of this Agreement.

"**Escrow Account**" has the meaning given to such term in the Escrow Agreement.

"**Escrow Agent**" has the meaning given to such term in the Escrow Agreement.

"**Escrow Agreement**" has the meaning given to such term in Section 2.3.

"**Escrow Funds**" means the Contract Payments received by Escrow Agent from Obligee pursuant to the Payment Direction Agreement and held and disbursed by Escrow Agent pursuant to the Escrow Agreement.

"**General Indemnity Agreement**" has the meaning given to such term in Section 2.1.

"**Overhead**" means Contractor's actual out of pocket costs in connection with the Contract for administration, field office and home office costs, general management costs, required insurance, materials used in temporary structures, and other costs incidental to the performance of the Contract.

"**Obligee**" has the meaning set forth in the recitals to this Agreement.

"**Payment Direction Agreement**" has the meaning given to such term in Section

"**Profit**" means all amounts payable to Contractor under the Contract not allocable to the costs of construction or Overhead.

Philadelphia Consolidated Holding Corp. • Philadelphia Indemnity Insurance Company • Philadelphia Insurance Company • Maguire Insurance Agency, Inc.

"**Project**" has the meaning set forth in the recitals to this Agreement.

"**Project Budget**" means the detailed budget for the Project prepared by Contractor and delivered to PHLY, as the same may be updated from time to time, and containing a schedule of amounts for categories of construction work on the Project under the Contract, including, without limitation, all costs and expenses for labor, materials, supplies, construction management, waste removal and other services, Overhead, Profit and the other sums arising from the Project, together with any additions, supplements, change orders or other modification to the Contract.

"**Project Timeline**" means the timeline of all interim and final completion dates for each phase of the Project prepared by Contractor and delivered to PHLY, as the same may be amended and updated from time to time.

"**Release**" has the meaning given to such term in Section 3.1.

"**Reserve Amount**" has the meaning given to such term in Section 3.3 hereof.

"**Subcontractors**" means all subcontractors, suppliers and other parties with whom Contractor executes contracts with at any time regarding the Project, and any other person or entity that at any time performs work on, or supplies equipment or materials for, the Project that may otherwise obtain liens under the Contract or against the Project under applicable law, or to which PHLY may have any liability under any Bond.

"**Subcontracts**" means any oral or written agreement between Contractor and any Subcontractor relating to the Project.

"**Sworn Statement**" has the meaning given to such term in Section 4.1(g).

ARTICLE 2
PURPOSE, NATURE AND TERM OF AGREEMENT

2.1 Purpose of Agreement. This Agreement has been entered into by Contractor and PHLY as a material inducement for PHLY to issue the Bonds. The purpose of this Agreement is to help PHLY ensure Contractor's performance under the Contract and the payment of Subcontractors in order to limit PHLY's exposure under the Bonds. In furtherance of the foregoing, Contractor hereby authorizes and directs PHLY to review all Disbursement Requests and supporting documents received from Contractor and, subject to the terms and conditions hereof, direct the disbursement of all Escrow Funds by Escrow Agent. This Agreement supplements but is not, and is not intended as, a substitute for the provisions contained in the General Agreement of Indemnity dated [ ], executed by and among Contractor, as principal, [ ], as indemnitor(s) in favor of PHLY as surety, (the "**General Indemnity Agreement**").

2.2 Payment Direction Agreement. Contractor shall enter into an agreement with Obligee substantially in the form attached hereto as **Exhibit B** (the "**Payment Direction Agreement**") pursuant to which Contractor shall authorize and direct Obligee to deliver to Escrow Agent, for the benefit PHLY, all payments now or hereafter due to Contractor from Obligee under the Contract including, without limitation, all amounts relating to any retainage, change orders, amendments, or replacements of or to the Contract (collectively, "**Contract Payments**").

2.3 Escrow Agreement. Contractor shall enter into an agreement substantially in the form attached hereto as **Exhibit C** (the "**Escrow Agreement**") pursuant to which, among other things, Contractor shall authorize and direct Escrow Agent to receive Contract Payments, deposit such Contract Payments in an Escrow Account, as Escrow Funds, and disburse such Escrow Funds solely in accordance with direction from PHLY. Contractor shall retain title to the Escrow Funds, subject to the interests of PHLY, until Escrow Agent disburses the Escrow Funds in accordance with the terms of the Escrow Agreement. The parties acknowledge and agree that PHLY shall have the sole and exclusive right to direct disbursements from the Escrow Account by providing appropriate instructions to Escrow Agent consistent with the terms of this Agreement. PHLY shall not be liable for any act, error, omission, or malfeasance attributable to any Escrow Agent.

2.4 No Trust or Fiduciary Relationship. Contractor acknowledges and agrees that PHLY is not, and shall not act in the capacity of, a trustee or other fiduciary with respect to the Escrow Account or the Escrow Funds. Neither PHLY nor any of its officers, directors, partners, employees, agents, attorneys and other advisors, attorneys in fact or affiliates shall be held liable for any claims based upon the purported existence of any fiduciary duty owed to Contractor or based upon any duties arising from the purported existence of any alter ego, domination, or other similar relationship. Contractor further acknowledges and agrees that no term of this Agreement or of any related agreement, document or instrument, and no course of dealing between the parties, shall be deemed to create any agency, partnership or joint venture relationship between the parties or any fiduciary duty on the part of PHLY in favor of Contractor or the Obligee, any Subcontractor or any other person or entity involved with the Project.

2.5 Term. The term of this Agreement shall commence on the Effective Date and end upon the date that all conditions to making of the final disbursement of Escrow Funds set forth in Section 3.5 are satisfied, and PHLY directs the Escrow Agent to make such final disbursement.

ARTICLE 3
DISBURSEMENT PROCEDURES

3.1 Disbursement Requests. Contractor shall request that PHLY direct the disbursement of Escrow Funds to Contractor or a Subcontractor from the Escrow Account on account of Project costs by submitting a written request for such disbursement executed by an authorized representative of Contractor and substantially in the form attached hereto as **Exhibit D** (a "**Disbursement Request**"). Each Disbursement Requests shall (i) identify the payee and the

amount to be paid, (ii) identify and provide copies of all applicable invoices and other supporting documentation for such payment, (iii) identify the relationship of the requested payment to line items in the Project Budget, (iv) provide a detailed breakdown of prior amounts paid to such payee and the amount of payments remaining to be made to such payee through Project completion, (v) indicate whether the requested payment is the final payment for such payee, (vi) be accompanied by an original form lien waiver or release (partial or final as applicable) relating to such Disbursement Request similar in substance to one of the forms attached hereto as **Exhibit E** (partial release) or **Exhibit F** (final release), or otherwise in form and substance acceptable to PHLY, properly executed by such payee and duly notarized (a "**Release**"), and (vii) if the Disbursement Request relates to a request for payment to Contractor, contain an additional certification that all Project costs and other amounts that are then due and payable to Subcontractors have been fully paid.

3.2 Disbursements Orders. PHLY shall direct Escrow Agent to make disbursements from the Escrow Funds only if (i) the conditions or requirements set forth in Section 3.1 have been satisfied, (ii) PHLY has previously received copies of all payment applications submitted by Contractor to Obligee relating to or including the same costs or payments covered by such Disbursement Request, (iii) PHLY is satisfied, after such review or investigation as it deems appropriate in its sole discretion, as to the completeness, accuracy and veracity of all matters relating to the Disbursement Request and the supporting documents submitted therewith, including without limitation, all receipts, delivery tickets, payroll and other additional cost information requested by PHLY, (iv) PHLY has determined, in its sole discretion, that the amount requested is in line with or reasonable in relation to the status of or progress on the Project and the amounts budgeted for such payments in the Project Budget, (v) the Reserve Amount is fully funded and Escrow Funds are otherwise available to pay the requested disbursement, (vi) Contractor is not in default of its obligations under this Agreement or the Contract, and (vii) no draw or claim against any of the Bonds has been made. If all of the foregoing requirements have not been satisfied, PHLY shall have the right to reject the applicable Disbursement Request or adjust the amount of the Disbursement Request and direct the Escrow Agent to disburse such other amounts that PHLY determines, in its sole discretion, reasonable and appropriate.

3.3 Reserve Funds. PHLY is hereby authorized to cause the Escrow Agent to reserve a portion of all Contract Payments received by Escrow Agent and held in the Escrow Account as Escrow Funds for the protection of PHLY from all claims, losses, damages or expenses that may be asserted against or incurred by PHLY with respect to the Bonds. The amount of Escrow Funds so reserved (the "**Reserve Amount**") shall initially be equal to ZERO percent (0%) of the aggregate amount of all Contacts Payments received by the Escrow Agent from Obligee. The Reserve Amount may be increased or decreased from time to time as PHLY may determine, in its sole discretion, appropriate. Unless otherwise directed by PHLY, the Reserve Amount shall not be available for disbursement to Contractor or any Subcontractor unless and until the conditions set forth in Section 3.5 have been satisfied.

3.4 Suspension of Disbursements. Notwithstanding anything in this Agreement to the contrary, in the event of a claim against any of the Bonds, PHLY shall have the right to (i) suspend and/or discontinue disbursement instructions to the Escrow Agent on account of Disbursement Requests, and (ii) direct disbursement of some or all of the Escrow Funds to itself in order to pay Contractor's obligations under the Bond Documents or to otherwise reimburse PHLY on account of such claim. Nothing contained in this Section 3.4 or elsewhere in this Agreement shall be construed to relieve Contractor of its obligations under this Agreement or the Contract, and Contractor agrees that at all times while this Agreement is in effect, Contractor shall continue to prepare and submit Disbursement Requests for work performed on the Project and otherwise perform all of its obligations under the Contract, all Subcontracts and this Agreement.

3.5 Disbursement of Reserve Amount. PHLY may direct the disbursement of the Reserve Amount, if any, from the Escrow Account to Contractor upon the satisfaction of all of the following conditions precedent:

(a) all claims and disputes regarding the Project are resolved to the satisfaction of PHLY;

(b) PHLY has received fully executed final Releases from all Subcontractors;

(c) Contractor has submitted to PHLY a fully-completed and duly notarized certificate regarding project completion substantially in the form the certificated attached hereto as **Exhibit G**;

(d) PHLY has received a fully-completed and duly notarized certificate regarding project completion substantially in the form the certificated attached hereto as **Exhibit H** from Obligee; and

(e) All amounts owing to PHLY under the Bond Documents have been paid and PHLY has received payment from the Escrow Fund of all amounts it is entitled to receive pursuant to the terms of this Agreement.

3.6 Final Disbursement of Escrow Funds. PHLY shall direct a final disbursement of all Escrow Funds contained in the Escrow Account to Contractor upon the satisfaction of all of the conditions sets forth in Section 3.5 above, and Obligee has delivered the final Contract Payment (including all retainage) to Escrow Agent.

ARTICLE 4
RESPONSIBILITIES AND OBLIGATIONS OF CONTRACTOR

4.1 Contractor's Pre-Commencement Duties. Prior to commencement of any work under or pursuant to the Contract, Contractor shall deliver to PHLY the following items, fully completed and executed as applicable:

(a) a copy of the Payment Direction Agreement;

(b) the Escrow Agreement;

(c) the Project Fact Sheet;

(d) a copy of the Contract, inclusive of all exhibits, addenda, general conditions and related documents;

(e) the Project Budget;

(f) the Project Timeline;

(g) a sworn statement executed by Contractor, duly notarized and substantially in the form attached hereto as **Exhibit I,** identifying the names, addresses and telephone numbers of all Subcontractors and containing a brief description of each Subcontract and the dollar amount thereof (the "**Sworn Statement**");

(h) copies of all Subcontracts and all other purchase orders, estimates, invoices, statements or other documents evidencing the purchase, ordering or rental of materials, equipment or other supplies for the Project;

(i) copies of all plans and specifications for the Project;

(j) copies of all permits, approvals and licenses required to be obtained from any governmental authority for the construction work to be performed on the Project;

(k) to the extent permitted by applicable law, copies of waivers or releases of liens against the Project duly executed by each Subcontractor identified in the Sworn Statement and/or properly recorded in the applicable office for the recording of public records; and

(l) any other information or written materials regarding the Project and/or Contractor relevant to this Agreement, which PHLY may request in writing.

4.2 Supplemental Statements. Contractor shall provide to PHLY a revised and fully complete Sworn Statement, executed by Contractor and duly notarized, in the event there is any change to the information contained in any Sworn Statement previously delivered to PHLY due to (a) the addition or deletion of a Subcontractor, (b) the addition or deletion of a Subcontract, (c)

any change in the dollar amount of any Subcontract, or (d) any other material change to the information contained in such Sworn Statement.

4.3 Construction of Project. Contractor shall commence construction of the Project promptly and use best efforts to cause all work on the Project to proceed diligently and continuously so that the Project may be substantially completed no later than the scheduled completion date set forth in the Project Timeline. Contractor covenants and agrees that, prior to submitting any Disbursement Request, Contractor will inspect and confirm the sufficiency or completeness of the applicable work performed or materials or equipment used or delivered relating to such Disbursement Request.

4.4 Notice of Certain Events. No later than five (5) days after Contractor's receipt of notice or knowledge of the occurrence of any one of the following events or circumstances, Contractor shall provide notice of same to PHLY, together with copies of documents evidencing or otherwise relating to such event or circumstance:

(a) any actual, potential or asserted backcharge, credit or offset against the Contract;

(b) any actual, potential or asserted default under the Contract;

(c) any actual, potential or asserted default or dispute under a Subcontract, or claim of delay or interference by a Subcontractor or any other person or entity on the Project;

(d) any event requiring the submission of a revised Sworn Statement as set forth in Section 4.2;

(e) additional purchase orders or the receipt of any written notice of change orders, extras, additional improvements or work relating to the Project;

(f) amendments or modifications to the Project Budget;

(g) amendments or modifications to the Project Timeline;

(h) any claim or the assertion of a lien on account of nonpayment for labor, materials or equipment supplied to the Project; or

(i) the receipt of notice by any person or entity from any governmental authority or court concerning Contractor or the Project.

4.5 Books and Records. Contractor shall maintain accurate and complete books and records relating to the Project, the Contract and all Disbursement Requests, and copies of all correspondence to or from Obligee, Contractor, any governmental authority and any other party involved with the Project.

4.6 Access to Project and Information. Contractor shall furnish to PHLY such information as PHLY may, from time to time, request with respect to the Project or the business or financial affairs of Contractor. Contractor shall permit any officer, employee, agent, accountant, consultant or other representative of PHLY, as often as PHLY may require, to: (a) visit and inspect the Project; (b) inspect, audit and make copies of or prepare extracts from Contractor's books, records, contracts, correspondence and any other written materials relating to the Project; and (c) discuss the status of the Project and the financial affairs of Contactor with Contractor, any Subcontractor or Obligee, or their respective officers, employees agents, accountants and consultants.

4.7 Inspection of Project. If an inspection of the Project is requested by PHLY pursuant Section 4.6 above, Contractor shall provide PHLY or its agents and representatives adequate facilities for inspection of the Project and full access to the Project. Any inspection of the Project by PHLY pursuant to this Agreement shall be performed by or on behalf of PHLY at Contractor's expense for PHLY's benefit. PHLY does not undertake any obligation or duty to any person or entity to determine or opine whether the construction of the Project has been performed or completed in accordance with any plans and/or specifications relating thereto, or whether such construction has been accomplished in a reasonable, acceptable, safe or workmanlike manner. Consequently, any inspection of the Project by or for PHLY shall not be relied upon in any manner as the equivalent of or a substitute for a contractor, architectural or engineering inspection.

4.8 Receipt of Contract Payments. In the event that any Contract Payments are delivered directly to Contractor by Obligee, Contractor will immediately notify PHLY of the receipt of such Contract Payments. Contractor will receive any such Contract Payments solely as the agent of PHLY and the Escrow Agent and will immediately turn the same in the form received (except for the endorsement of Contractor where appropriate) over to the Escrow Agent for deposit into the Escrow Account and, until so turned over, Contractor will hold the same in trust for the benefit of PHLY.

ARTICLE 5
ADDITIONAL AGREEMENTS AND ACKNOWLEDGEMENTS OF THE PARTIES

5.1 Communications With Project Participants. PHLY may contact and otherwise communicate directly with Obligee, any Subcontractor and/or any of their respective representatives or consultants to the extent PHLY deems necessary, in its sole discretion, to determine the status of the Project and such parties accounts with Contractor with respect to the Project.

5.2 Right to Retain Professionals. PHLY may retain or consult with attorneys, consultants and other professionals of PHLY's selection, at any time and at Contractor's expense, concerning PHLY's rights and obligations under this Agreement and the other Bond Documents.

5.3 Administrative Fee. PHLY shall receive a non-refundable, fully earned administrative fee equal to ONE percent (1%) of the Contract Amount plus a set-up charge of $750.00 for a total fee of $3,884.66 (the "**Administrative Fee**") to cover the costs of administering this Agreement and maintaining the Escrow Account. The Administrative Fee shall be deemed fully earned and non-refundable upon the Effective Date and shall be paid to PHLY from the Escrow Fund prior to any other disbursements from the Escrow Fund, provided that, in the event that the total dollar value of the Contract Amount increases, PHLY shall be entitled to receive a corresponding increase in the Administrative Fee. The Administrative Fee shall not be subject to any refund, reduction or set-off in the event the Contract Amount decreases or the Project does not proceed or meets an early or untimely termination.

5.4 Payment of Fees From Escrow Account. Contractor hereby authorizes PHLY to direct the disbursement of Escrow Funds directly to itself for reimbursement of all amounts for inspection fees, professional fees, Administrative Fees, or the payment of reimbursement obligations relating to claims against the Bonds as and when any such amounts become due and owing to PHLY pursuant to the terms of this Agreement or the other Bond Documents. This authorization is in addition to any other rights belonging to PHLY under the other Bond Documents, including its rights to posting of collateral, indemnity, and other rights related to claims made under any Bonds.

5.5 Reliance Upon Documents. PHLY may, without incurring any liability, act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and in compliance with this Agreement, may assume the validity and accuracy of any statement or assertion contained in such writing or instrument, may assume that any person or entity purporting to give or deliver any such writing or instrument has been duly authorized to do so, and shall not have any obligation or duty to make any independent investigation as to such matters, regardless of any prior or contemporaneous oral or written communication received by it from any party.

5.6 No Implied Duties. PHLY's obligations and responsibilities under this Agreement are limited to those expressly set forth herein. Nothing in this Agreement or the other Bond Documents shall obligate PHLY to issue any additional bonds or provide financing or any other form of financial accommodation to Contractor with respect to the Project or otherwise. All decisions with respect to completion of the Project shall be made by Contractor only, and PHLY assumes no management or other control over completion of the Project or any actions taken by Contractor. PHLY shall have no obligation whatsoever to monitor or oversee the use or application of such funds distributed from the Escrow Account at its direction, including, without limitation, whether or not the party receiving such disbursement utilizes any such funds for payroll, withholding, other taxes or other payments which such receiving party is obligated to make.

5.7 No Guaranty. PHLY does not guaranty nor is PHLY responsible for ensuring (a) that construction of the Project will proceed or be completed; (b) that the Project will be in

accordance with governmental rules and regulations or all plans and/or specifications relating to the Project when and if the Project is completed; (c) the quality of workmanship or materials, (d) except to the extent otherwise provided in the Bonds, that all obligations incurred by Contractor in connection with the Project will be paid, satisfied or discharged; or (e) that the Contract Amount or Contract Payments will be sufficient to complete the Project.

5.8 Exculpation. Barring gross negligence, PHLY shall not be liable for any act, error, or omission made in good faith in the performance of this Agreement. Notwithstanding the foregoing, in no event shall any of PHLY's officers, directors, partners, employees, agents, attorneys and other advisors, attorneys in fact or affiliates be personally liable for any act which they may do or omit to do hereunder or under the other Bond Documents. Neither PHLY nor any of its officers, directors, partners, employees, agents, attorneys and other advisors, attorneys in fact or affiliates shall be responsible in any manner for any recitals, statements, representations or warranties made by any person or entity contained in the Contract, any Subcontract, this Agreement or any other Bond Document or in any certificate, report, statement or other document referred to or provided for therein or received by PHLY under or in connection therewith, or for the value given for, validity, effectiveness, genuineness, enforceability or sufficiency of any of the foregoing, or the failure of any person or entity to perform its obligations with respect thereto. Notwithstanding any right PHLY may have hereunder or otherwise, PHLY shall not be under any obligation to Contractor or any other person or entity to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Bond Document, or to inspect the Project or the properties, books or records of any person or entity related thereto. Any act done or omitted to be done by PHLY pursuant to the advice of its attorneys shall be deemed conclusively to have been performed or omitted in good faith by PHLY.

5.9 Indemnification. Contractor hereby indemnifies and agrees to defend (with counsel acceptable to PHLY) and hold PHLY and each of its respective directors, parent companies, subsidiaries, shareholders, affiliates, officers, agents and employees (each an, "Indemnitee") harmless from and against any liability, loss, cost, expense (including, without limitation, reasonable attorneys' fees and expenses), claim, damage, suit, action or proceeding ever suffered or incurred by an Indemnitee or in which an Indemnitee may ever be or become involved (whether as a party, witness or otherwise) arising with respect to the execution, delivery, enforcement, performance and administration of this Agreement or the other Bond Documents, or by reason of any third party claim or proceeding arising out of this Agreement, the other Bond Documents or the transactions contemplated hereby or thereby, or relating to claims of any person or entity with respect to the Escrow Funds.

5.10 WAIVER OF DELAY DAMAGES AND SPECIAL DAMAGES. PHLY SHALL NOT BE LIABLE FOR, AND CONTRACTOR HEREBY WAIVES AND RELEASES ANY CLAIMS OR REMEDIES CONTRACTOR MAY HAVE AGAINST PHLY FOR (i) ANY DELAY OR DISRUPTION DAMAGES OF ANY KIND, OR (ii) ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, WHETHER SUCH

DAMAGES ARE CLAIMED BY CONTRACTOR OR ANY THIRD PARTY CLAIMING THROUGH, UNDER OR ON BEHALF OF CONTRACTOR.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES

In order to induce PHLY to enter into this Agreement, Contractor makes the following representations and warranties to PHLY, all of which shall be true, correct, and complete in all respects as of the Effective Date and at all times during the term of this Agreement (except to the extent that such representations and warranties by their terms specifically relate solely to an earlier date), and each of which shall survive the execution and delivery of this Agreement.

6.1 Organization and Legal Existence. Contractor is duly organized and validly existing under the laws of its state of formation, is in good standing in each jurisdiction in which the nature of its business makes such qualification necessary (including the jurisdiction in which the Project is located) and has the power and authority to own its assets and transact the business in which it is engaged.

6.2 Authority. Contractor has the full power and authority to enter into, execute, and deliver, and to perform its obligations under, this Agreement and the other Bond Documents, all of which have been duly authorized by all necessary corporate or other company action. No consent or approval of any person or entity, and no consent, approval, filing or registration with any governmental authority is required as a condition to the validity of this Agreement or the other Bond Documents or the performance by Contractor of its obligations thereunder, except for such consents or approvals as have been obtained.

6.3 No Conflicts. The execution and delivery by Contractor of this Agreement and the other Bond Documents, and the performance of its obligations under this Agreement and the other Bond Documents do not and will not, violate, conflict with, constitute a default under, or result in the creation of a lien or encumbrance upon the property of Contractor (other than for the benefit of PHLY) under (a) any provision of Contractor's certificate of incorporation or formation or operating agreement, (b) any provision of any law, rule, or regulation applicable to Contractor, (c) any indenture or other material agreement or instrument to which Contractor is a party or by which Contractor or its property is bound, or (d) any judgment, order or decree of any court, arbitration tribunal, or governmental authority having jurisdiction over Contractor which is applicable to Contractor.

6.4 Binding Agreement. This Agreement and the other Bond Documents to which Contractor is party, and any other document contemplated hereby and thereby, are (or when issued and delivered will be) the legally valid and binding obligations of Contractor, enforceable against it in accordance with their respective terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

6.5 Project Agreements. Contractor has the right and power to construct the Project as contemplated in the Contract. The Contract and all other agreements related thereto are in full force and effect, no default has occurred and is continuing uncured under any of them on the part of Contractor or, to the knowledge of Contractor, any other party, and all conditions to the effectiveness of such agreements currently required to be satisfied have been satisfied. No term or provision set forth in this Agreement will impede Contractor's ability to comply with or perform under the Contract or hinder the general operation of Contractor's business.

6.6 Compliance with Laws. Contractor is not in violation of any laws (including, without limitation, any statute, rule or regulation relating to employment practices or to environmental, occupational and health standards and controls) except for violations which would not reasonably be expected to have a material adverse effect on Contractor's business or its ability to perform under the Contract. Contractor has obtained all certificates, licenses, permits, qualifications and governmental authorizations required under the Contract and all laws, or orders of public authorities, necessary for construction of the Project.

6.7 Litigation. There are no actions, suits, proceedings or investigations pending or, to the knowledge of Contractor, threatened against or affecting Contractor and/or the Project before any court, arbitrator, or governmental authority that would have a material and adverse affect on the ability of Contractor to perform its obligations under the Contract and this Agreement

6.8 Labor Matters. There are no strikes or other labor disputes pending or, to the knowledge of Contractor, threatened against Contractor, Obligee or the Project.

6.9 Material Facts. Neither this Agreement, nor any other Bond Document or any other agreement, document, certificate, or statement furnished to PHLY by or on behalf of Contractor in connection with the transactions contemplated by the Bond Documents, contains any untrue statement of material fact or any materially misleading facts.

ARTICLE 7
ADDRESS FOR NOTICES AND DELIVERIES

7.1 Notices. Unless otherwise provided in this Agreement, all notices or documents required or permitted to permitted to be delivered by any party relating to this Agreement or any other Bond Document shall be in writing and shall be personally delivered by certified mail (postage prepaid, return receipt requested), overnight courier, or facsimile to the relevant party as set forth below:

If to PHLY, to: Maguire Insurance Agency Inc.
1009 Lenox Drive Ste 107
Lawrenceville, NJ 08648
Attn.: Rick Kukosky
609-512-3858

If to Contractor, to: Armin Antonio Solis Construction
1954 North FM 2360
Rio Grande City, TX 78582
Attn.: Armin Antonio Solis
956-227-9058

The parties may change the address at which they are to receive notices or other deliveries hereunder, by notice in writing in the foregoing manner given to the other party. All notices sent in accordance with this provision shall be deemed delivered on the earlier date of (a) actual receipt, or (b) if transmitted by facsimile, the confirmation of the transmission if sent during the recipient's normal business hours or, if the confirmed transmission was sent after normal business hours, the next Business Day.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1 Further Assurances. Contractor shall execute, acknowledge, and deliver all such additional agreements, documents and instruments and take all such further action, at its own expense, as PHLY shall deem reasonably necessary in order to further effectuate the purposes, and to carry out the terms, of this Agreement.

8.2 Survival of Covenants. The agreements, covenants and waivers of Contractor contained in this Agreement shall survive the termination of this Agreement to the extent necessary to effectuate the purposes, and to carry out the terms, of this Agreement.

8.3 Cumulative Rights; No Waiver. No failure or delay on the part of PHLY in exercising any right, power or privilege under this Agreement, and no course of dealing between PHLY and Contractor, shall operate as a waiver of any such right, power or privilege, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights, powers and privilege provided for herein are cumulative and not exclusive of any rights, powers, privileges or remedies which PHLY would otherwise have under the Bond Documents or applicable law. Nothing in this Agreement shall be construed as waiving, restricting, or otherwise impinging, in whole or in part, any rights, remedies, or defenses available to PHLY under the common law or any other agreement, including any General Indemnity Agreement.

8.4 Claims Against PHLY. PHLY shall not be in default under this Agreement, or under any other Bond Document, unless a written notice specifically setting forth the claim of Contractor shall have been given to PHLY within three (3) months after Contractor first had knowledge of the occurrence of the event which Contractor alleges gave rise to such claim, and PHLY does not

remedy or cure any such default promptly thereafter. Contractor waives any claim, set-off or defense against PHLY arising by reason of any alleged default by PHLY as to which Contractor does not give timely notice as aforesaid. Nothing in this provision shall be construed as creating any substantive claim rights, and no other person or entity is intended to have any rights as a third-party beneficiary of the provisions of this Section.

8.5 Third Parties. No rights are intended to be created under this Agreement or for the benefit of Obligee or any Subcontractor or other person or entity not a party to this Agreement.

8.6 Successors and Assigns. This Agreement shall be binding upon an inure to the benefit of Contractor and PHLY and their respective successors and assigns, provided, however, that Contractor may not assign its rights hereunder or any interest herein without the prior written consent of PHLY, and any such assignment or attempted assignment by Contractor shall be void and of no effect with respect to PHLY.

8.7 Severability. In the event any term, covenant or provision of this Agreement or shall be declared prohibited, invalid, or unenforceable to any extent by a court of competent jurisdiction, such term, covenant or provision shall be ineffective to the extent of such prohibition, invalidity or unenforceability in that jurisdiction, without invalidating or rendering unenforceable the remaining provisions or affecting the validity of any term, covenant or provision of this Agreement in any other jurisdiction, unless such would effect a substantial deviation from the general intent and purpose of the parties or make a significant change in the economic effect of this Agreement on the party benefited by such term or provision.

8.8 Completeness and Modification. This Agreement, and the exhibits attached hereto, constitute the entire understanding between the parties with respect the subject matter hereof, and thus supersede any prior or contemporaneous agreements or understandings, negotiations, proposals and other representations that may exist or have existed in relation to such subject matter. No waiver or modification of this Agreement shall be valid unless made in writing and signed by the parties hereto. No covenant, representation or condition not otherwise expressed in this Agreement shall replace, modify, interpret, change or restrict the express provisions of this Agreement.

8.9 Choice of Law, Forum; Waiver of Jury Trial. The validity, construction, interpretation and performance of this Agreement and any alleged tort arising or relating to the subject matter hereof shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to its conflict of laws principles. Each of the parties hereto irrevocably agrees that any action or proceeding arising in connection with this Agreement shall be brought and maintained exclusively in the United States District Court for the Eastern District of Pennsylvania, or if subject matter jurisdiction cannot be obtained in the District Court, the Court of Common Pleas for Philadelphia County, Pennsylvania. Each party irrevocably waives, to the fullest extent permitted by law, any objection that the forum set forth herein is an inconvenient forum. Each

party hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

8.10 Counterparts; Effectiveness. This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts. Each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement. This Agreement shall be deemed to have been executed and delivered when PHLY has received counterparts hereof executed by all parties listed on the signature page(s) hereto.

8.11 Authority to Enter Agreement. Contractor warrants and represents that it enters into this Agreement freely and voluntarily and further warrants that the person executing this Agreement on its behalf has authority to bind the Contractor.

IN WITNESS WHEREOF, the parties hereto have executed and delivered, or caused to be executed and delivered, this Agreement as of the Effective Date.

Armin Antonio Solis Construction

Signature: _____

Name: _____

Title: _____

Date: _____

MAGUIRE INSURANCE AGENCY INC.

Signature: _____

Name: _____

Title: _____

Date: _____

PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

EXHIBIT B

PAYMENT DIRECTION AGREEMENT

This PAYMENT DIRECTION AGREEMENT (hereinafter "Agreement") is entered into this ____ day of May, 2015, between Armin Antonio Solis Construction ("Contractor") and Hidalgo County Urban County Program ("Obligee").

RECITALS

A. Contractor and Obligee have entered into a construction and services contract for Memorial Park – install raid deck, new light and canopy, (as the same may be modified, supplemented or amended from time to time, the "Contract") relating to that certain project (the "Project") described on the schedule attached hereto as Exhibit A (the "Project Fact Sheet").

B. Contractor has selected Philadelphia Indemnity Insurance Company ("PIIC") to provide surety bonds as required by Obligee under the Contract.

C. In connection with its issuance of the Bonds, PIIC and Contractor have agreed that Maguire Insurance Agency Inc., underwriting manager for PIIC, will direct the disbursement, from an escrow account, of all monies paid by Obligee under the Contract.

E. In furtherance of the foregoing disbursement arrangement, the parties hereto desire to direct all payments made by Obligee under the Contract to the Escrow Agent described herein.

NOW THEREFORE, in consideration of the preceding recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and Obligee agrees as follows:

1. Contractor hereby authorized and directs Obligee to remit, and Obligee hereby agrees to remit, all payments due to Contractor under the Contract directly to Bank of America Merrill Lynch, Global Custody and Agency Services, located at 135 South LaSalle Street Ste 1400, IL4-135-05-07, Chicago, Illinois 60603, attn: Arlene Kaminski (312) 992-5771 ("Escrow Agent"), including, without limitation, any and all amounts now due, scheduled to become due in the future, or which become due on account of any increases in or amendments, additions, supplements, extensions, extras, change orders, additional work or other additional matters relating to the Contract (collectively the "Contract Payments").

2. Nothing contained in this Agreement shall prevent the Obligee from withholding payment to Escrow Agent of any amounts Obligee is entitled to withhold from Contractor by virtue of terms of the Contract or applicable law.

3. This Agreement shall inure to the benefit of and be binding upon the parties successors and permitted assigns.

Nothing contained in this Agreement shall modify the obligations of Contractor under the Contract."

IN WITNESS WHEREOF, the parties hereto have executed and delivered, or caused to be executed and delivered, this Agreement as of the date first written above.

OBLIGEE:	CONTRACTOR:
Hidalgo County Urban County Program	Armin Antonio Solis Construction
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

EXHIBIT C

Copy missing

PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

EXHIBIT D

DISBURSEMENT REQUEST

CONTRACTORS CHECKLIST FOR DISBURSEMENT OF FUNDS

INFORMATION REQUIRED FOR PROCESSING:

- ☐ Exhibit D (Disbursement Authorization) we must obtain one for each check that is to be issued.
- ☐ Copy of all invoices from subcontractors and suppliers that are to be paid.
- ☐ Copy of your pay request to the owner or general contractor.
- ☐ Partial or final lien release waiver for subcontractors and suppliers.

***Information not provided will delay the processing of disbursements.**

Please note that if payment is made by you to any supplier or subcontractor, we will need a copy of the check, a signed lien release form and a copy of the invoice in order to give a refund.

PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

Exhibit D
Disbursement Request

FROM: Armin Antonio Solis Construction
TO: Maguire Insurance Agency Inc., underwriting manager for Philadelphia Indemnity Insurance Company
DATE:
PROJECT: Memorial Park

Please Pay the Amount of:_____

To the order of:_____

Address of Payee:_____

Final Payment (Yes) (No)_____

IF PAYMENT IS TO A SUBCONTRACTOR, COMPLETE THIS SECTION

A.	Original Contract Estimate:	$_____
B.	Change Orders (must be attached):	$_____
C.	Revised Contract Amount:	$_____
D.	Total Contract Amount Completed to Date (Including Change Orders):	$_____
E.	Percent of Work Completed to Date _____%:	$_____
F.	Total Amount of Materials Stored on Site:	$_____
G.	Total D & F:	$_____
H.	Less Amount Retained: _____%	$_____
I.	Less Previous Payment Requests (Line J from Prior Certificates):	$_____
J.	Total Amount of this Request (D + F - H - I = Total):	$_____
K.	Remaining Amount to Complete (C-G) + Accrued Retainage):	$_____

IF PAYMENT IS TO A SUPPLIER, COMPLETE THIS SECTION

INVOICE AND BUDGET INFORMATION

1. Relevant invoice number(s):
   (Copies of invoices must be attached) _____
2. Relevant budget category/line item: _____
3. Do any invoices relate to stored materials?
   (If so, explanation must be attached) _____

IF PAYMENT IS TO YOU, COMPLETE THIS SECTION

1. Indicate if Payment to you is for your Profit or Overhead
   *No Back-up Documentation Needed, but Must be within Percentage Allowance
2. Indicate if Payment to you is for your Labor Costs *Must Attach Labor Report
3. Indicate if Payment to you is for Equipment or Materials out of your Inventory
   *Must Attach Usage Report
4. Indicate if Payment to you is for Reimbursement of Amount Previously Paid by you for Valid Project Expenses. If so, Indicate Relevant Project Cost Breakdown Category
   *Must Attach Back-up Documentation and Proof of Payment (Copy of Cleared Check/Bank Statement)

☐ Profit & Overhead
☐ Labor
☐ Materials
☐ Equipment
☐ Reimbursement

Contractor herby certifies that the above work or service has been performed, materials have been delivered, stored and/or incorporated into the work and these activities have been approved by the undersigned and by the owner's representative. Contractor further certifies that, if disbursement to the Contractor is requested, all project costs and other amounts due and payable to subcontractors have been paid.

Signature:_____
Date:_____

PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

EXHIBIT E

PARTIAL RECEIPT, WAIVER AND RELEASE OF CLAIMS

Upon receipt of payment in the amount of $_____ on behalf of _____ [Contractor] for labor, materials, equipment and services provided by the undersigned to Contractor on or with respect to _____ (the "**Project**"), the undersigned waives any and all mechanics' lien rights and claims it has or may have with respect to the Project, and releases and forever discharges the [owner], [Obligee], [General Contractor], [Contractor] and/or Philadelphia Indemnity Insurance Company and its underwriting manager, Maguire Insurance Agency, Inc. , and their respective officers, directors, employees, sureties, insurers, disbursing agents and representatives from any and all claims for payment, including but not limited to payment bond claims, but only to the extent of the payment acknowledged above and through the date of said payment.

Dated:

_____
(Print company name)

Signature: _____

Name: _____

Title: _____

Date: _____

_____
Notary Public
Sworn to and subscribed by me this the_____ day of _____, 20____

My Commission Expires:

PLEASE COMPLETE AND RETURN TO:

PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

EXHIBIT F

FINAL RECEIPT, WAIVER AND RELEASE OF CLAIMS

Upon receipt of **final** payment in the amount of $_____ on behalf of _____ [Contractor] for labor, materials, equipment and services provided by the undersigned to Contractor on or with respect to _____ (the "**Project**"), the undersigned waives any and all mechanics' lien rights and claims it has or may have with respect to the Project, and releases and forever discharges the [owner], [Obligee], [General Contractor], [Contractor] and/or Philadelphia Indemnity Insurance Company and its underwriting manager, Maguire Insurance Agency Inc., and their respective officers, directors, employees, sureties, insurers, disbursing agents and representatives from any and all claims for payment, including but not limited to payment bond claims.

Dated:

_____
(Print company name)

Signature: _____

Name: _____

Title: _____

Date: _____

_____
Notary Public
Sworn to and subscribed by me this the_____ day of _____, 20____

My Commission Expires:

PLEASE COMPLETE AND RETURN TO:

PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

EXHIBIT G

CERTIFICATE REGARDING PROJECT COMPLETION

(Contractor)

The undersigned, _____ ("Contractor"), hereby certifies to Philadelphia Indemnity Insurance Company ("Surety") together with its underwriting manager, Maguire Insurance Agency Inc., and _____ [Obligee], and/or their respective agents, successors and assigns, as follows with respect to _____ (the "Project"):

1. All work to be performed by Contractor pursuant to the Contract has been completed.

2. The Obligee has accepted the Project.

3. All persons or entities who have supplied labor, material or services to the Project at the request of or for the benefit of Contractor have been paid in full.

4. No person or entity has any claim against the [Obligee], [Owner], [General Contractor], or Contractor for any labor, material or services provided to the Project.

5. Contractor has no knowledge of any actual or threatened claim against the Bonds or mechanic's lien against the Project.

All capitalized terms used herein and not defined herein shall have the meanings set forth in that certain Funds Disbursing Agreement between Contractor and Surety dated_____.

Dated:

_____
(Print company name)

Signature: _____

Name: _____

Title: _____

Date: _____

_____
Notary Public
Sworn to and subscribed by me this the_____ day of_____, 20____

My Commission Expires:

PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

EXHIBIT H

CERTIFICATE REGARDING PROJECT COMPLETION

(Obligee)

The undersigned, _____ ("Obligee"), hereby certifies to Philadelphia Indemnity Insurance Company ("Surety") together with its underwriting manager, Maguire Insurance Agency, Inc., and _____ [Contractor], and/or their respective agents, successors and assigns, as follows with respect to _____ (the "Project"):

1. All work to be performed by Contractor pursuant to the Contract has been completed.

2. The Obligee has accepted the Project.

3. To the knowledge of Obligee, all persons or entities who have supplied labor, material or services to the Project at the request of or for the benefit of Contractor have been paid in full.

4. To the knowledge of Obligee, no person or entity has any claim against the [Contractor], [Owner] or Obligee for any labor, material or services provided to the Project.

5. Obligee has no knowledge of any actual or threatened claim against the Bonds or mechanic's lien against the Project.

Dated:

_____
(Print company name)

Signature: _____

Name: _____

Title: _____

Date: _____

_____
Notary Public
Sworn to and subscribed by me this the_____ day of _____, 20____

My Commission Expires:

PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

EXHIBIT I

SWORN STATEMENT OF CONTRACTOR TO SURETY REGARDING SUBCONTRACTORS

State of _____

County of _____

The undersigned Armin Antonio Solis Construction ("**Contractor**"), being duly sworn, deposes and says that Contractor has retained or contracted or intends to retain or contract with the following subcontractors, equipment or material suppliers, consultants, and other persons or entities for the provision of labor, materials, equipment or services with respect to that certain project described as the Memorial Park.

Name	Address & Telephone	Type of Contract, Purchase Order	Contract Amount

The Project's costs breakdown is as follows:

Amount needed for Subcontractors:	$_____	
Amount needed for Contractor's Labor:	$_____	
Total Labor Costs; % of Contract:	$_____	%_____
Amount needed for Suppliers:	$_____	
Amount needed for in-house Material and Equipment Costs:	$_____	
Total Supplies, Materials & Equipment Costs; % of Contract:	$_____	%_____
Other Anticipated Costs/Contingency Costs: (Explain)	$_____	%_____
Maguire Funds Control Fee	$_____	%_____
Amount needed for Overhead	$_____	
Amount allotted to Profit	$_____	
Total Profit & Overhead Costs; % of Contract:	$_____	%_____
Total of the above sums (Should equal Contract Sum):	$_____	% 100
Contract Sum:	$_____	% 100

PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

As of this 01_ day of May ,2015_, this statement is complete and accurate in all respects, and identifies all person or entities and amounts to be paid pursuant to agreements with Contractor related to the Project. Such shall be updated in writing to Philadelphia Indemnity Insurance Company and its underwriting manager, Maguire Insurance Agency, Inc., when any of the foregoing information changes.

Armin Antonio Solis Construction

Signature:_____

Name:_____

Title:_____

Date:_____

_____
Notary Public
Sworn to and subscribed by me this the_____ day
of _____, 20___

My Commission Expires:

PLEASE COMPLETE AND RETURN TO:

Zimbra guadalupe.garcia@co.hidalgo.tx.us

Re: For Review

From : Guadalupe V. Garcia <guadalupe.garcia@co.hidalgo.tx.us> Thu, May 07, 2015 11:45 AM
Subject : Re: For Review
To : Steve Crain <scrain@atlashall.com>

Our contracts always are Hidalgo County-Urban County Program.

Guadalupe V. Garcia
UCP Coordinator II

956-787-8127 ext. 2237

"Sometime Something Amazing Comes Along... Well, Here I AM!".

-Audra Vega

----- Original Message -----
From: "Steve Crain" <scrain@atlashall.com>
To: "Guadalupe V. Garcia" <guadalupe.garcia@co.hidalgo.tx.us>
Sent: Thursday, May 7, 2015 11:46:13 AM
Subject: RE: For Review

The only change depends on the name on the contract. Please advise as to the exact name on the contract. Was it Urban County or Hidalgo County acting by and though the Urban County Program?

-----Original Message-----
From: Guadalupe V. Garcia
[mailto:guadalupe.garcia@co.hidalgo.tx.us]
Sent: Thursday, May 07, 2015 10:58 AM

AI-49669 **Urban County** **17. G.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Diana Serna, URBAN COUNTY

Submitted By: Sandra Regalado, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. On behalf of Hidalgo County Precinct No. 4, the Urban County Program is requesting authority to rescind action take on April 14, 2015, for issuance of purchase order to JM Accessibility for ADA Plan review for the Brewster Park Improvements project in the amount of $1,175.00, utilizing FY 26 (2013) Parks Recreational Facility Improvements funds- (Brewster Park Project)

2. Requesting authority to issue a purchase order to Accessibility Checks and Controls for ADA Plan review for the Brewster Park Improvements project in the amount of $1,475.00, utilizing FY 26 (2013) Parks Recreational Facility Improvement funds-(Brewster Park Project)

3. Requesting authority to issue pre-payment of a $175.00 fee to Accessibility Checks and Controls (ACC) for the Preliminary Plan review of the ADA Plan for Brewster Park.

BACKGROUND

Hidalgo County Precinct No. 4 obtained three written quotes for ADA review of plans and drawings for the Brewster Park Improvement project, JM Accessibility was the lowest quote received and approved by Hidalgo County Commissioners' Court on April 14, 2015. JM Accessibility was not able to comply with insurance requirements, and the second lowest vender withdrew from consideration due to ongoing obligations. The remaining company for this type of work is Accessibility Checks and Controls and the company 's quote was for $1,475.00

Vendor: Accessibility Checks and Controls
Purchase amount: $1,475.00
Funds Available: $163,303.00 FY 26 (2013 Parks, Recreational Facility Improvements (Brewster Park)

Fiscal Impact

Attachments

Attachment
ins

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/14/2015 08:21 AM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM

Form Started By: Sandra Regalado Started On: 05/13/2015 04:11 PM

Final Approval Date: 05/15/2015

ACC
Accessibility Checks and Controls
Registered Accessibility Specialist
#00000097

401 Southgate Circle
Weslaco, Texas 78596
Off: (956)968-3887
Cell: (956)279-0910

Member of Accessibility Professionals Association

e-mail:Covacevich@aol.com

May 6, 2015

Ms. Lupita Garcia
Urban County Program
427 E. Duranta Ave.
Suite 107
Alamo, TX 78516

Re: TAS Review and Inspection of Brewster Park

Ms. Garcia:

Attached are the documents I was informed that were needed for the TAS Review and Inspection of Brewster Park. I hope you find everything in order.

I have included the invoice for the services to be rendered. As per TDLR requirements all fees are pre-paid. If you would send me a purchase order, I can proceed with the work while you process payment.

68.80. Fees. *(Effective June 1, 1994, 19 TexReg 3485; amended effective October 1, 1995, 20 TexReg 7279; amended effective May 6, 1998, 23 TexReg 4263; amended effective December 5, 1999, 24 TexReg 10855; amended effective April 18, 2000, 25 TexReg 3248; amended effective December 1, 2000, 25 TexReg 10729; amended effective September 1, 2001, 26 TexReg 6011; emergency adoption effective November 7, 2001, expiration date, March 6, 2002; amended effective May 7, 2002, 27 TexReg4565; amended effective September 1, 2003, 28 TexReg 7364; amended effective February 1, 2005, 30 TexReg 382; amended effective March 1, 2007, 32 TexReg 884; amended effective March 15, 2012, 37 TexReg 677)*

68.80 (g) All fees are non refundable and must be paid prior to service being performed.

Sincerely,

Anthony Covacevich
RAS 00000097

Anthony Covacevich Consultant

401 Southgate Circle
Weslaco, TX 78596

Invoice

Date	Invoice #
5/6/2015	810

Bill To
Urban County Program 427 E. Duranta Ave. Suite 107 Alamo, Tx. 78516

Description	Amount
Review of TAS Project # Brewster Park	600.00
TDLR Filing Fee	175.00
Inspection of TAS project	700.00

TDLR requires payment prior to plan review and inspections.

Total $1,475.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DELTA GENERAL AGENCY CORPORATION 4848 LOOP CENTRAL DR SUITE 1000 HOUSTON TX 77081	CONTACT NAME: MONTALVO INS AGENCY INC PHONE (A/C, No, Ext): 956-968-5521 FAX (A/C, No): (956) 969-9198 E-MAIL ADDRESS:
INSURED COVACEVICH,ANTHONY 401 SOUTHGATE CIRCLE WESLACO TX 78596	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : UNITED SPECIALTY INSURANCE COMPANY — 12537 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	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	Y		USA4010162	05/16/2014	05/16/2015	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 100,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ Excluded
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business Hwy 281
EDINBURG TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

StateFarm

Texas Personal Auto Policy Declarations
State Farm Mutual Automobile Insurance Company

PO Box 799100
Dallas TX 75379

43078-2-A MUTL VOL ☐

DECLARATIONS PAGE

NAMED INSURED AND MAILING ADDRESS

AT2 53-6040-2 A A

000653 0058
COVACEVICH, ANTHONY & LETICIA
401 SOUTHGATE CIR
WESLACO TX 78596-7024

POLICY NUMBER	228 6059-B21-53A
POLICY PERIOD	FEB 16 2015 to AUG 21 2015

STATE FARM PAYMENT PLAN NUMBER
0048569525

AGENT
RUBEN CARDENAS
603 N TEXAS BLVD
WESLACO, TX 78596-4803

PHONE: (956)968-4554

ST-B
0104-0016

DO NOT PAY PREMIUMS SHOWN ON THIS PAGE.
SEPARATE STATEMENT ENCLOSED IF AMOUNT DUE.

YEAR	MAKE	MODEL	BODY STYLE	VEHICLE ID NUMBER	CLASS	TERRITORY
2008	DODGE	DAKOTA	PICKUP	1D7HE38K58S570187	6600	110F00

SYMBOLS	COVERAGES	PREMIUMS 2008 DODGE
	See policy for coverage details.	
A	Liability	
	Bodily Injury Liability	$415.58
	Limits of Liability-Coverage A	
	Each Person, Each Accident	
	$100,000 / $300,000	
	Property Damage Liability	$225.53
	Limits of Liability-Coverage A	
	Each Accident	
	$100,000	
B2	Personal Injury Protection	$63.73
	Limits of Liability-Coverage B2	
	Each Person $5,000	
TR 20	Towing and Labor Costs ($120 Per Disablement)	$3.13
C	Uninsured/Underinsured Motorists	
	Limits of Liability-C-Bodily Injury	$34.00
	Each Person, Each Accident	
	$100,000 / $300,000	
	Limits of Liability-C-Property Damage	$23.44
	(Each Deductible $)	
	Each Accident	
	$100,000	
	Total premium for FEB 16 2015 to AUG 21 2015	**$765.41** This is not a bill.

Fwd: Brewster Park -ADA

From : Maria Lucio <maria.lucio@co.hidalgo.tx.us> Thu, Apr 30, 2015 03:21 PM

1 attachment

Subject : Fwd: Brewster Park -ADA

To : Guadalupe V. Garcia <guadalupe.garcia@co.hidalgo.tx.us>, Jesus Ozuna <jesus.ozuna@co.hidalgo.tx.us>

Please see response

Respectfully,

Lulu Lucio
Hidalgo County Precinct #4
Ph: 956- 292-7000 Ext. 4026
Fax:956-381-5905
maria.lucio@co.hidalgo.tx.us

From: "Rudy Molina" <rudym@milnet-archservices.com>
To: "Maria Lucio" <maria.lucio@co.hidalgo.tx.us>
Sent: Thursday, April 30, 2015 3:22:46 PM
Subject: RE: Brewster Park -ADA

Ms. Lucio,

Thank you for the request and your interest in our firm. However, at the moment we have too much architectural work. We will not be doing the ADA project.

Thanks,

Rudy Molina, AIA
Milnet Architectural Services, PLLC
608 S. 12th St
McAllen, TX 78501
P: 956-688-5656
F: 956-687-9289

From: Maria Lucio [mailto:maria.lucio@co.hidalgo.tx.us]

Re: Brewster Park ADA

From : Juan Martinez <jmaccessibility@yahoo.com> Mon, Apr 27, 2015 05:40 PM

Subject : Re: Brewster Park ADA

To : Guadalupe V. Garcia <guadalupe.garcia@co.hidalgo.tx.us>

Reply To : Juan Martinez <jmaccessibility@yahoo.com>

Mrs. Garcia,

I don't think I will be able to get you the additional information requested before tomorrow, I just recently became a RAS and was not able to meet the requirements for this project. I will still try to get everything in order for future projects, our clients normally do not have as many requirements as being requested for this project. I will keep an eye out for any future projects once I meet all your requirements, thank you for your patience and help.

Thank you,

Juan Martinez

On Monday, April 27, 2015 4:39 PM, Guadalupe V. Garcia <guadalupe.garcia@co.hidalgo.tx.us> wrote:

Tomorrow the latest!! I need to issue the purchase order, talk to the precinct, they are really wanting to get this project started.
please let me know.

Guadalupe V. Garcia

URBAN COUNTY PROGRAM
Hidalgo County Commissioners' Court
Agenda Request Form

No. A1-49201

Name: Lupita V. Garcia

Date: March 30, 2015
Deadline for Action: April 14, 2015
Department: *Urban County Program*

Meeting Date Request: April 14, 2015
Contact Person: Diana R. Serna
Phone: (956) 787-8127 Fax: (956) 318-2988

Diana R. Serna, UCP Director DRS

Caption:

Urban County Program on behalf of the Hidalgo County Precinct No. 4 is requesting authority to issue purchase order to JM Accessibility for ADA Plan review for the Brewster Park Improvements project in the amount of $1,175.00, utilizing FY 26 (2013) Parks Recreational Facility Improvements funds– (Brewster Park Project).

Background:

Hidalgo County Precinct No. 4 obtained three written quotes of which JM Accessibility was the lowest quote received. (See attached quotes.)

Vendor: **JM Accessibility**
Purchase Amount: **$ 1,175.00**
Funds Available: **$163,303.00 FY 26 (2013) Parks, Recreational Facility Improvements (Brewster Park)**

APPROVED
County Commissioners' Court
DATE: 4-14-15

Deputy Director
Finance

Please initial for approval:

Legal Counsel_____ Budget_____ Human Resources_____

Dept./Fund No:_____ Amt. Expended: $_____ Funds/Staffing Budgeted: Yes____No____

Account code:_____Impact on Future budget: Yes_____No_____

RECEIVED
APR 20 2015
FINANCE DIVISION

Comments:

Action taken by Commissioner's Court:
Approved_____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

URBAN COUNTY PROGRAM
COUNTY OF HIDALGO

Price Quotations

VENDOR #1

Name: JM Accessibility Person Contacted: Juan Martinez RAS 1398 Phone: 784-0268

Item#	Quantity	Description	Amount
1	1	TDLR Project Registration, ADA Plan Review, Project Site Final Inspection	$1,175.00

VENDOR #2

Name: Milnet Architectural Services PLLC Person Contacted: Rodolfo Molina Phone: 688-5656

Item#	Quantity	Description	Amount
1	1	TDLR Project Registration, ADA Plan Review, Project Site Final Inspection	$1,275.00

VENDOR #3

Name: Accessibility Checks & Controls Person Contacted: Anthony Covacevich Phone: 279-0910

Item#	Quantity	Description	Amount
1	1	TDLR Project Registration, ADA Plan Review, Project Site Final Inspection	$1,475.00
		(as per letter/quote submitted)	

Recommendation: JM Accessibility - lowest bid

Requested by: Jesse Ozuna 3/27/15 Approved by: 3/27/15

Date Date

Form UCA -10-e

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/14/2015

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	CONTACT NAME: MONTALVO INS AGENCY INC
DELTA GENERAL AGENCY CORPORATION 4848 LOOP CENTRAL DR SUITE 1000 HOUSTON TX 77081	PHONE (A/C, No, Ext): 956-968-5521 FAX (A/C, No): (956) 969-9198 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : UNITED SPECIALTY INSURANCE COMPANY	12537
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: ANTHONY COVACEVICH, 401 SOUTHGATE CIRCLE, WESLACO TX 78596

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	Y		USA4064016	05/16/2015	05/16/2016	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 $ Excluded $ 2,000,000 $ Excluded
	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)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

CERTIFICATE HOLDER

HIDALGO COUNTY
2812 S. BUSINESS HWY 281
EDINBURG TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AI-49744 **Head Start** **18. A.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, and action on appointment of Pct. #2 Community Representative replacing Mr. Pete Garcia to serve on the Hidalgo County Head Start Program Policy Council, for a One (1) Year Term According to 45CFR Chapter XIII, 1304.50(b)(1)-(b)(7)

BACKGROUND

Fiscal Impact

Attachments

reps

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/15/2015 02:50 PM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Monica Badillo		Started On: 05/15/2015 02:41 PM
Final Approval Date: 05/15/2015		

Hidalgo County Head Start Program

P.O. Box 0117 Edinburg, Texas 78540-0117 (956) 383-0706

TO: Grantee Board Members (Commissioners' Court Members)

FROM: Teresa Flores, Executive Director Teresa Flores

SUBJECT: Community Representatives Appointments

DATE: September 9, 2014

In accordance with Head Start Performance Standards and the Hidalgo County Head Start Program By-Laws, the Hidalgo County Commissioners' Court must nominate a Community Representative from each Precinct to serve on the Hidalgo County Head Start Program Policy Council annually for limited terms of **"no more than three (3) years" (By-Laws, Article 5, Section 6).**

The current members of the Policy Council serving as Community Representatives nominated by the Grantee are as follows:

Grantee Board Members	Community Representatives	Years of Services
Judge Ramon Garcia	Jesse Vela	3
A.C. Cuellar, Jr., Precinct 1	Eva Watts	1
Hector "Tito" Palacios, Precinct 2	Pete Garcia	1
Joe Flores, Precinct 3	Rebecca Villarreal	1
Joseph Palacios, Precinct 4	Judith Flores-Saldivar	3

Your nomination for the 2014-2015 service year must be placed on Commissioners' Court Agenda for official action and approval. Your attention to this matter is greatly appreciated.

Source: Policy Council By-Laws

Article V, Section 1, B. "Five (5) of the members, who shall be known as the Community Representatives, shall be recommended by the Commissioners' Court (Grantee Board) and subject to approval by the Policy Council elected parents."

Article V, Section 6. "The terms of office for all Policy Council Members shall be one (1) year, Mid-October to Mid-October, or until the new Policy Council Member is formally installed, as per Article V, Section 3, Policy Council Members, Alternates and Community Representatives terms shall be limited to no more than three (3) years. Terms shall be limited to no more than three (3) years in any combination of service, whether Alternate, Parent Representative or Community Representative and terms need not be held in consecutive years."

Performance Standard 1304.50(b)(1) — (b)(7)

(b) Policy group composition and formation.

(1) Each grantee and delegate agency governing body operating an Early Head Start or Head Start program must (except where such authority is ceded to the Policy Council or Policy Committee) propose, within the framework of these regulations, the total size of their respective policy groups (based on the number of centers, classrooms, or other program option units, and the number of children served by their Early Head Start or Head Start program), the procedures for the election of parent members, and the procedure for the selection of community representatives. These proposals must be approved by the Policy Council or Policy Committee.

(2) Policy Councils and Policy Committees must be comprised of two types of representatives: parents of currently enrolled children and community representatives. At least 51 percent of the members of these policy groups must be the parents of currently enrolled children (see 45 CFR 1306.3(h) for a definition of a Head Start parent).

(continued, next page...)

Rationale: Established procedures for electing parent members and selecting community representatives ensure consistency and fairness in the selection of policy group members. It is essential that families receiving services play an active role in making decisions about such services, and that the Head Start program reflects the community as a whole. *This rationale serves 45 CFR 1304.50(b)(1)-(7).*

Guidance: The following are suggestions for the governing body and policy group review of procedures for parent elections:

- Inform all parents of their vital role in program governance;
- Ensure that there is a fair method of nomination, either by parents nominating themselves or by other parents nominating them; nominations should be placed only with the consent of the nominee;
- Provide proportionate representation to parents in all program options and settings. If agencies operate programs serving different geographical regions or ethnic groups, to adopt policies to ensure that all groups being served will have an equal opportunity to serve on policy groups; and
- Consider using Parent Committees to facilitate the process of nominating and electing parents to the Policy Council or Policy Committee.

Parents are involved in every step of the process for selecting community representatives. Parents may be involved, for example, in discussions of the issues of interest and the types of community representatives needed in the coming year, as well as in developing methods for soliciting and screening potential candidates.

When nominating parent members or selecting community representatives to policy groups, consider:

- The willingness and ability of the potential members to contribute time and effort to the program and to serve as mentors and role models, as well as resource persons;
- The diversity of the group of individuals nominated, with consideration being given to the programs or program options in which the children of nominees are enrolled;
- The agency's goals and the information generated by the Community Assessment; and
- The desirability of having representation from the governing body to the policy group, in order to improve communication between the two groups.

Performance Standard 1304.50(b)(1) — (b)(7) (continued...)

(3) Community representatives must be drawn from the local community: businesses; public or private community, civic, and professional organizations; and others who are familiar with resources and services for low-income children and families, including, for example, the parents of formerly enrolled children.

(4) All parent members of Policy Councils or Policy Committees must stand for election or re-election annually. All community representatives also must be selected annually.

(5) Policy Councils and Policy Committees must limit the number of one-year terms any individual may serve on either body to a combined total of three terms.

(6) No grantee or delegate agency staff (or members of their immediate families) may serve on Policy Councils or Policy Committees except parents who occasionally substitute for regular Early Head Start or Head Start staff. In the case of Tribal grantees, this exclusion applies only to Tribal staff who work in areas directly related to or which directly impact upon any Early Head Start or Head Start administrative, fiscal or programmatic issues.

(coninued, next page...)

Agencies and policy groups establish procedures for monitoring the three-year limit for both parents and community representatives. Agencies also develop volunteer opportunities that allow former policy group members to use their skills and experience to support program activities and operations. If agencies view and present the opportunity of serving on policy groups as a time to learn new skills and to gain self-confidence in a supportive environment, parents will understand the value of leaving a policy group after a few years, and of moving into other leadership roles in school organizations and in the larger community.

Personnel policies and bylaws address potential conflicts of interest between agency employment and membership on a Policy Council or Policy Committee. For example, agencies may consider developing policies that define "occasional substitute" and that determine at what point in the hiring process a candidate for a Head Start position must resign his or her membership from a policy group, that is, upon application or upon hiring.

AI-49614 **Planning Department** **19. A.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Flor Castillo, PLANNING DEPT.

Submitted By: Flor Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Discussion and action to authorize Hidalgo County Judge to sign letter of support for North Alamo Water Supply's use of part of USDA-RUS 306(c) Grant Funds from Santa Rosa Colonias Project in order to assist with first time water service in the Rural Community North of La Villa, Texas.

2. Reimbursement of Financial Guarantee
a. Sunflower Gardens Subdivision – Pct. 4

BACKGROUND

Fiscal Impact

Attachments

LETTER
Sunflower Gardens Subdivision

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/08/2015 03:42 PM
Glinda Pacheco	Glinda Pacheco	05/15/2015 11:27 AM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Flor Castillo		Started On: 05/08/2015 03:28 PM
Final Approval Date: 05/15/2015		

May 5, 2015

Elizabeth Garza
Area Specialist
USDA Rural Development
2514 South "I" Road, Suite 4
Edinburg, Texas 78541

Re: First Time Water Service to Residents
In The Rural Community of La Villa, Texas

Dear Ms. Garza:

The County of Hidalgo is requesting for the United States Department of Agriculture-Rural Utility Service (USDA-RUS) to allow North Alamo Water Supply Corporation to use under special consideration part of its 306C Grant Funds from the Santa Rosa Colonias Project to construct the necessary infrastructure to bring first time water service to those identified colonias and dwellings located in the rural community of La Villa, Texas.

Just this past week, there was a follow up story by the local news media addressing the absence of potable water for the Garza Family and others located in La Villa, Texas.

It is disturbing to know that we still have a small amount of residents in Hidalgo County that do not have access to potable water and have to rely on an irrigation canal for its water needs. This why I write you this letter and strongly urge for USDA-RUS to allow North Alamo Water Supply Corporation to use its remaining funds to build the infrastructure that will improve the quality of life for these residents in Hidalgo County.

Together with Hidalgo County, North Alamo Water Supply Corporation, and USDA-RUS we can eliminate inadequate drinking water, poor sanitary waste conditions, and substandard housing. We hope USDA-RUS will consider our request and help change the lives of these people.

Your attention to this matter is greatly appreciated and if you have questions feel free to call me or Mr. Steven P. Sanchez with North Alamo Water Supply Corporation.

Respectfully,

Ramon Garcia
Hidalgo County Judge

Cc: Michael B. Canales, Community Programs Director, USDA-RUS
Roel Gomez, Area Director, USDA-RUS
Steven P. Sanchez, General Manager, North Alamo WSC
Allan F. Booe, Project Engineer, Melden & Hunt, Inc.

Hidalgo County Planning Department

T.J. Arredondo
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

TO: JUDGE RAMON GARCIA
COUNTY COMMISSIONER'S COURT

FROM: T.J. ARREDONDO, DIRECTOR OF PLANNING

DATE: MAY 08, 2015

RE: SUNFLOWER GARDENS SUBDIVISION

ON MARCH 17, 2015, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. A CASH DEPOSIT IN THE AMOUNT OF $236,696.67 WAS USED TO SECURE THE FUNDS FOR ROAD PAVING AND OTHER IMPROVEMENTS.

THE DEVELOPER IS REQUESTING A PARTIAL REIMBURSEMENT FROM THE ABOVE MENTIONED CASH DEPOSIT IN THE AMOUNT OF TWO HUNDRED FOURTEEN THOUSAND FOUR HUNDRED EIGHTY SEVEN DOLLARS AND FIFTY FOUR CENTS ($214,487.54). ATTACHED IS AN ON-SITE INSPECTION REPORT FROM THE HIDALGO COUNTY PLANNING DEPARTMENT STATING THAT PAVING IMPROVEMENTS HAVE BEEN SUBSTANTIALLY COMPLETED.

STAFF HAS NO OBJECTION TO THE REIMBURSEMENT OF A CASH DEPOSIT IN THE AMOUNT OF $214,487.54 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	$ 236,696.67
1ST REIMBURSEMENT	$ 214,487.54
BALANCE	$ 22,209.13

Hidalgo County Planning Department

T.J. Arredondo
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

HIDALGO COUNTY PLANNING DEPARTMENT

Date Feb. 19 20 15

Received of: Girasol Development Group, LLC $ 236,696.67

Two Hundred Thirty-six thousand six Hundred Ninety-six Dollars
and 67/100

Subdivision: Sunflower Gardens

Cash ____ Check # 1060 M.O. #

Received by:

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 1
RECEIPT
71390 - 2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

○ UTILITY CERTIFICATE REVIEW FEE *Acct # - 1100-341-30-210-003-0-000*	
Permit No. ____	
TOTAL	
○ SUBDIVISION FEES *Acct # - 1100-341-30-210-001-0-000*	
Filing / Review Fee	
2% Inspection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	
○ ESCROW	
1/3 Paving	
Septic Tank - *Acct # - 1100-211-00-000-018-0-000*	
Other 236,696.67 *Acct # - 1100-211-00-000-026-0-000*	
TOTAL	

1060

GIRASOL DEVELOPMENT GROUP LLC
PO BOX 959
EDINBURG, TX 78540-0959

RIO BANK
MAIN BANKING CENTER
MCALLEN, TEXAS 78502
88-1544-1149

2/13/2015

PAY TO THE ORDER OF Hidalgo Co. Planning Dept. $ **236,696.67

Two Hundred Thirty-Six Thousand Six Hundred Ninety-Six and 67/100********** DOLLARS

Hidalgo Co. Planning Dept.

MEMO escrow for paving

AUTHORIZED SIGNATURE

Security features. Details on back.

⑈001060⑈ ⑆114915447⑆ 129784⑈

Hidalgo County Planning Department

T.J. Arredondo
Director of Planning

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

T.J. ARREDONDO
DIRECTOR OF PLANNING

PLANNING DEPARTMENT
COUNTY OF HIDALGO
1304 South 25th Street
Edinburg, Texas 78539
Tel. (956) 318-2840 • Fax. (956) 318-2844
www.co.hidalgo.tx.us

Sun Flower Gardens

ONSITE INSPECTION

WATER FACILITIES:

- [x] Water distribution system and water service laterals have installed.
- [x] Original 30 Year letter from N.A.W.S.C has been submitted
- [x] Filling stations (hydrants) have been installed.

OSSF / SANITARY SEWER:

- [ ] All septic tanks systems have been installed
- [ ] The Health Dept has acknowledged and approved the installation on every lot.

PAVING:

- [x] Curb and gutter has been installed.
- [x] Caliche and Sub grade street testing have been completed and satisfactory with county specifications.
- [x] All street have been completed and fully paved.
- [x] Valley Gutters have been installed.

DRAINAGE:

- [x] Culvert with Safety Ends at subdivision entrances has been installed.
- [x] Erosion control material have been removed
- [x] Storm drainage system has been completed.

OTHER IMPROVEMENTS:

- [x] All lots have been staked
- [x] Lots are still being fill to elevation of 69.00 as stated on the as built plan.

INSPECTED BY: _____ DATE: 5/8/18

AI-49723 **Precinct #2** **20. A.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 Submitted By: Erika Zamora, COMM. PCT #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval to accept a donation from the Master Gardeners Association in the amount of $500.00 for to assist with the extension of electrical service to the garden at Pct 2 North San Juan Park.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Deep South Texas Master Gardener Association will donate $500.00 for the extension of electrical service to the garden at the Pct 2 North San Juan Park.

Attachments

Back up

Form Review

Inbox	**Reviewed By**	**Date**
Budget & Management	Veronica Ortiz	05/15/2015 01:22 PM
Auditor's Office	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Erika Zamora		Started On: 05/15/2015 12:09 PM
Final Approval Date: 05/15/2015		

TEXAS A&M AGRILIFE EXTENSION

From: Barbara Storz
Sent: Tuesday, March 10, 2015 5:03 PM
To: <carlos.contreras@co.hidalgo.tx.us>
Cc: Elena Almendarez; sylvia.casselman@yahoo.com; mirtalarod@aol.com; jrg1110@wildblue.net; Ashley Gregory
Subject: Electrical Service-North San Juan Park

Charlie: Many thanks for meeting with me today to discuss the need to add electricity to run lights and provide fans and electrical service in the South Texas Master Gardener Educational Garden and classroom, located on the southeast corner of the North San Juan Park. This will greatly improve safety, reduce opportunity for vandalism, and add educational opportunities for folks living around the North San Juan Park, especially in the early evening hours in late spring and early summer.

As I mentioned, the Deep South Texas Master Gardener Association is willing to pay for the cost of the Master Electrician to hook up the service at the park. I would greatly appreciate it if you would contact the companies who quoted you previously for this work so that we can move forward with the educational programs in the park.

Barbara Storz
Growing and Nourishing Healthy Communities Project
Texas A&M AgriLife Extension Service
Phone: 956/383-1026
Fax: 956/383-1735
e-mail: b-storz@tamu.edu

"The land-grant university system is being built on behalf of the people, who have invested in these public universities their hopes, their support, and their confidence."~ Abraham Lincoln, July 2, 1862

Lumatec Lighting Service

TECL - 19580

Proposal

Proposal Submitted To	Work To Be Performed At
Name Hidalgo County Pct. 2 Street 3100 S. Business 281/ P.O. Box 1356 City Edinburg State Texas, 78540 Tel No. 956- 289-7850 Fax No. 956-318-2648	Deep South Texas Master Gardener Association N. San Juan Park Contact: Charlie Contreras- 956-533-8962 Email: carlos.contreras@co.hidalgo.tx.us Elena Almendarez -956-383-1026 Email: ealmendarez@ag.tamu.edu

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of

1. Inspect existing meter loop two hundred (200) amp single phase (1Ø) six (6) twenty (20) amp single phase (1Ø) circuits breakers
2. Acquire electrical permit from city of San Juan
3. Meet with power company Magic Valley Electric coop on transformer installation
4. Magic Valley Coop to estimate cost if any to install transformer
5. All minor materials and labor

**** County or Gardeners Association to provide the ESID#_____ or Account #_____ from Power Company.**

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

With payments to be made as follows: Dollars ($ 500.00)

Paid in full when job is completed

Total $ 500.00

Any alterations or deviation from above specification involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be furnished by Lumatec

Respectfully submitted Lumatec Lighting Services

By _____

Date 03-12-2015 -MA

Note – This Proposal may be withdrawn by us if not accepted within **10** days.

ACCEPTANCE OF PROPOSAL

The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Signature _____

Date _____ Date _____

LUMATEC LIGHTING SERVICE 2000 15th ANNIVERSARY 2015 MCALLEN, TX

Regulated by the Texas department of Licensing & Regulation, P. O Box 12157, Austin TX 78711, 1-800—803-9202-512-463-6599;website: www.license.state.tx.us

AI-49730 **Precinct #2** **20. B.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #

Department: COMM. PCT. #2

Information

CAPTION

Approval of closing documents and authority for the County Judge to execute documents for Parcel 15-A - Pct 2 FM2061-Jackson Road Project (CSJ-1939-02-021).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1315-431-00-122-025-0-841

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

BUDGETARY IMPACT:

Funds available as of 5/15/15.

Attachments

Back up

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/15/2015 02:10 PM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Erika Zamora		Started On: 05/15/2015 01:44 PM
Final Approval Date: 05/15/2015		

HIDALGO COUNTY
PRECINCT 2

Eduardo "Eddie" Cantu
COUNTY COMMISSIONER

PAY-MEMO

To: Commissioner Eduardo "Eddie" Cantu, Pct. # 2
Attn: Erika Zamora

From: Jaime Cruz, ROW Agent
Hidalgo County Right of Way Department

Date: May 11, 2015

Re: Jackson Road Project (Parcel # 15-A)
G.F. # 744853 Norma Rodriguez de Garza

==========

Dear Commissioner Cantu,

Attached please find a copy of the sealed survey metes & bounds, appraisal, and a settlement statement on the above-mentioned parcel. We are requesting a check in the amount of **$1,280.00** made payable to Atlas, Hall & Rodriguez., LLP for Closing cost and Title Policy. The Original deed will be held by the title company and recorded as soon as payment to the Title Company is processed.

Please have your accounting department process this statement out of your Account # 5-1315-431-00-122-025-0-841 for Right of Way acquisition on this project.

Commissioners Court approved this project for acquisition on April 28, 2015.

Should you have any questions, please call me @ (956) 283-8134 or my cell phone (956) 207-9298.
Thanks.

Approved: _____
Eduardo "Eddie" Cantu, Commissioner Pct. 2

THE COUNTY OF HIDALGO TEXAS

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv Unins
4. ☐ VA 5. ☐ Conv Ins. 6. ☐ Seller Finance

6. File Number	7. Loan Number	8. Mortgage Ins Case Number
GF No. 744853	N/A	N/A

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower	E. Name & Address of Seller	F. Name & Address of Lender
Hidalgo County, Texas 2818 S. Hwy Business 281 Edinburg, Texas 78539	Norma Rodriguez de Garza 3113 N. 25th St. McAllen, Texas 78501	N/A

G. Property Location	H. Settlement Agent Name	I. Settlement Date
Tract out of Lot 7, Blk. 10, A.J. McColl Sub Edinburg, Texas 78539 Hidalgo County, Texas	ATLAS, HALL & RODRIGUEZ, LLP Tax ID: Underwritten By: Place of Settlement 818 Pecan Blvd., McAllen, Texas 78501	April ___, 2015 Fund:

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		**400. Gross Amount Due to Seller**	
101. Contract Sales Price	$1,000.00	401. Contract Sales Price	$1,000.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	$280.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106. City property taxes thru		406. City property taxes 11/24/11 thru 12/31/11	
107. County property taxes thru		407. County property taxes 11/24/11 thru 12/31/11	
108. School property taxes thru		408. School property taxes 11/24/11 thru 12/31/11	
109. M.U.D. Tax		409. M.U.D. Tax	
110. HOA Dues		410. HOA Dues	
111.		411.	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	$1,280.00	**420. Gross Amount Due to Seller**	$1,000.00
200. Amounts Paid By Or in Behalf Of Borrower		**500. Reductions in Amount Due to Seller**	
201. Deposit or earnest money		501. Earnest money held by seller	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	
203.		503. Existing Loan(s) Taken Subject to	
204. Loan Amount 2nd Lien		504. Seller Carry Back	
205.		505.	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. City property taxes		510. City property taxes	
211. County property taxes		511. County property taxes	
212. School property taxes		512. School property taxes	
213.		513. Delinquent Taxes	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	$	**520. Total Reduction Amount Due Seller**	$
300. Cash At Settlement From/To Borrower		**600. Cash At Settlement To/From Seller**	
301. Gross Amount due from borrower (line 120)	$	601. Gross Amount due to seller (line 420)	$1,000.00
302. Less amounts paid by/for borrower (line 220)	$	602. Less reductions in amt. due seller (line 520)	
303. Cash From Borrower	$1,280.00	**603. Cash To Seller**	$1,000.00

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; • Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper.

The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

The information requested does not lend itself to confidentiality.

L. Settlement Charges			Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Sales/Broker's Commission based on price	$	@ % = $0.00		
Division of Commission (line 700) as follows:				
701.	to			
702.	to			
703. Commission Paid at Settlement			$0.00	$0.00
704. The following persons, firms or	to			
705. corporations received a portion of the	to			
706. the real estate commission amount	to			
800. Items Payable in Connection with Loan				
801. Loan Origination Fee %	to			
802. Loan Discount %	to			
803. Appraisal Fee	to			
804. Credit Report	to			
805. Lender's Inspection Fee	to			
806. Tax Service Fee	to			
807. Flood Certification Fee	to			
808. Processing Fee	to			
809. Assumption Fee	to			
810. Funding Fee	to			
811. Courier Fee	to			
812. Underwriting Fee	to			
813.	to			
814.	to			
815. Yield Spread Premium	to			
900. Items Required by Lender To Be Paid in Advance				
901. Interest from to	@ $0/day			
902. Mortgage Insurance Premium for months	to			
903. Homeowners Insurance Premium for years	to			
904. Windstorm Insurance Premium	to			
905. Flood Insurance Premium	to			
1000. Reserves Deposited With Lender				
1001. Homeowners insurance	months @	per month		
1002. Homeowner's insurance	months @	per month		
1003. City property taxes	months @	$ per month		
1004. County property taxes	months @	$ per month		
1005. School property taxes	months @	$ per month		
1006. M.U.D./Water District taxes	months @	per month		
1007. HOA Dues	months @	per month		
1008. Flood Insurance	months @	per month		
1009.	0 months @			
1010.	0 months @			
1011. Aggregate Adjustment				
1100. Title Charges				
1101. Document preparation fees	to	**Law Office of ATLAS, HALL & RODRIGUEZ, LLP**	POC	$
1102. Attorney's fees	to		$	
1103. Copy fee	to		$	
1104. Courier service	to		$	
1105. Overnight delivery service	to			
1106. Long distance telephone/Fax fees	to			
1107. Postage fees	to			
(includes above items numbers:		)		
1108. Lender's/Owner's title insurance	to		$238.00	
(includes above items numbers:		)		
1109. Lender's coverage	$			
1110. Owner's coverage	$			
1111. Escrow fee	to		$	
1112. State of Texas Policy Guaranty Fee	to		$	$
1113. Tax certificate	to			$
1200. Government Recording and Transfer Charges				
1201. Recording fees	Deed $; Mortgage $ $	to	$	$
1202. Recording fees $42.00	Deed ; Mortgage	to	$42.00	$
1203. Recording fees	Deed ; Mortgage	to		
1204.	to			
1300. Additional Settlement Charges				
1301. Survey	to			
1302. Pest Inspection	to			
1303.	to			$
1304. Home Warranty	to			
1305.	to			
1306.	to			

1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)	$280.00	$

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

X _____

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

_____ 5/14/2015

Settlement Agent Date

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv Unins 4. ☐ VA 5. ☐ Conv Ins. 6. ☐ Seller Finance	6. File Number GF No. 744853	7. Loan Number N/A	8. Mortgage Ins Case Number N/A

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower	E. Name & Address of Seller	F. Name & Address of Lender
Hidalgo County Drainage District No. 1 900 N. Doolittle Road Edinburg, Texas 78541	Norma Rodriguez de Garza 3113 N. 25th St. McAllen, Texas 78501	N/A

G. Property Location	H. Settlement Agent Name	
Tract out of Lot 7, Blk. 10, A.J. McColl Sub Edinburg, Texas 78539 Hidalgo County, Texas	ATLAS, HALL & RODRIGUEZ, LLP Tax ID: Underwritten By:	
	Place of Settlement 818 Pecan Blvd., McAllen, Texas 78501	I. Settlement Date April ___, 2015 Fund:

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		**400. Gross Amount Due to Seller**	
101. Contract Sales Price	$1,000.00	401. Contract Sales Price	$1,000.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	$272.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106. City property taxes thru		406. City property taxes 11/24/11 thru 12/31/11	
107. County property taxes thru		407. County property taxes 11/24/11 thru 12/31/11	
108. School property taxes thru		408. School property taxes 11/24/11 thru 12/31/11	
109. M.U.D. Tax		409. M.U.D. Tax	
110. HOA Dues		410. HOA Dues	
111.		411.	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	$1,272.00	**420. Gross Amount Due to Seller**	$1,000.00
200. Amounts Paid By Or in Behalf Of Borrower		**500. Reductions in Amount Due to Seller**	
201. Deposit or earnest money		501. Earnest money held by seller	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	
203.		503. Existing Loan(s) Taken Subject to	
204. Loan Amount 2nd Lien		504. Seller Carry Back	
205.		505.	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. City property taxes		510. City property taxes	
211. County property taxes		511. County property taxes	
212. School property taxes		512. School property taxes	
213.		513. Delinquent Taxes	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	$	**520. Total Reduction Amount Due Seller**	$
300. Cash At Settlement From/To Borrower		**600. Cash At Settlement To/From Seller**	
301. Gross Amount due from borrower (line 120)	$	601. Gross Amount due to seller (line 420)	$1,000.00
302. Less amounts paid by/for borrower (line 220)	$	602. Less reductions in amt. due seller (line 520)	
303. Cash From Borrower	$1,272.00	**603. Cash To Seller**	$1,000.00

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services;
• Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper.
The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.
This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.
The information requested does not lend itself to confidentiality.

L. Settlement Charges

			Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Sales/Broker's Commission based on price	$	@ % = **$0.00**		
Division of Commission (line 700) as follows:				
701.	to			
702.	to			
703. Commission Paid at Settlement			**$0.00**	**$0.00**
704. The following persons, firms or	to			
705. corporations received a portion of the	to			
706. the real estate commission amount	to			
800. Items Payable in Connection with Loan				
801. Loan Origination Fee %	to			
802. Loan Discount %	to			
803. Appraisal Fee	to			
804. Credit Report	to			
805. Lender's Inspection Fee	to			
806. Tax Service Fee	to			
807. Flood Certification Fee	to			
808. Processing Fee	to			
809. Assumption Fee	to			
810. Funding Fee	to			
811. Courier Fee	to			
812. Underwriting Fee	to			
813.	to			
814.	to			
815. Yield Spread Premium	to			
900. Items Required by Lender To Be Paid in Advance				
901. Interest from to	@ $0/day			
902. Mortgage Insurance Premium for months	to			
903. Homeowners Insurance Premium for years	to			
904. Windstorm Insurance Premium	to			
905. Flood Insurance Premium	to			
1000. Reserves Deposited With Lender				
1001. Homeowners insurance	months @	per month		
1002. Homeowner's insurance	months @	per month		
1003. City property taxes	months @	$ per month		
1004. County property taxes	months @	$ per month		
1005. School property taxes	months @	$ per month		
1006. M.U.D./Water District taxes	months @	per month		
1007. HOA Dues	months @	per month		
1008. Flood Insurance	months @	per month		
1009.	**0** months @			
1010.	**0** months @			
1011. Aggregate Adjustment				
1100. Title Charges				
1101. Document preparation fees	to	**Law Office of ATLAS, HALL & RODRIGUEZ, LLP**	**POC**	$
1102. Attorney's fees	to		$	
1103. Copy fee	to		$	
1104. Courier service	to		$	
1105. Overnight delivery service	to			
1106. Long distance telephone/Fax fees	to			
1107. Postage fees	to			
(includes above items numbers:		)		
1108. Lender's/Owner's title insurance	to		$	**$238.00**
(includes above items numbers:		)		
1109. Lender's coverage	$			
1110. Owner's coverage	$			
1111. Escrow fee	to		$	
1112. State of Texas Policy Guaranty Fee	to		$	$
1113. Tax certificate	to			$
1200. Government Recording and Transfer Charges				
1201. Recording fees	Deed $; Mortgage $ $	to	$	$
1202. Recording fees $42.00	Deed ; Mortgage	to		$42.00
1203. Recording fees	Deed ; Mortgage	to		
1204.	to			
1300. Additional Settlement Charges				
1301. Survey	to			
1302. Pest Inspection	to			
1303.	to			$
1304. Home Warranty	to			
1305.	to			
1306.	to			

1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)	$	$

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Settlement Agent Date

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your Social Security Number or your Driver's License Number.

Texas Department of Transportation

Form ROW-N-14
Rev. 8/2003
Replaces Forms D-15-11, D-15-14, D-15-141, D-15-142, ROW-N-12PT,ROW-N-14, ROW-N-141, and ROW-N-142
GSD-EPC

DEED

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

WHEREAS, the Texas Transportation Commission has been authorized under the Texas Transportation Code Chapters 203, 224, and 361 to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary and convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any other purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project, and including the acquisition of such other property rights deemed necessary for the purposes of operating a designated state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled access facilities, as well as facilitating the construction, maintenance and operation of designated controlled access highways and turnpike projects;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, NORMA RODRIGUEZ DE GARZA, also known as NORMA R. DE GARZA, also known as NORMA GARZA, joined herein by, OSCAR GARZA HERRERA, 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-THOUSAND HUNDRED AND NO/100THS Dollars ($1,000.00) to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas all that certain tract or parcel of land lying and being situated in the County of Hidalgo, State of Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes.

SAVE and **EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the property described in said Exhibit "A" to wit: None..

Grantors covenant and agree to remove the above-described improvements from said land by the n/a day of n/a, n/a, subject, however, to such extensions of time as may be granted by Grantee, its successor and assigns, in writing; and if, for any reason, Grantors fail or refuse to remove same within said period of time prescribed, then, without any further consideration, the title to all or any part of such improvements not so removed shall pass to and vest in the Grantee, its successors and assigns, forever.

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 Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantors hereby acknowledge that their use of and access to the state highway facilities and/or turnpike project (hereafter called highway facility) to be constructed in conjunction with the highway facility of which the land hereby conveyed shall become a part, shall be and forever remain subject to the same regulation by legally constituted authority as applies to the public's use thereof; and Grantors further acknowledge that the design and operation of such highway facility requires that rights of ingress and egress and the right of direct access to and from Grantors' remaining property (if any) to said Highway facility, shall hereafter be governed by the provisions set out in said Exhibit "A", **SAVE AND EXCEPT** in the event access, or access points may be specifically allowed or permitted in said Exhibit "A", such access shall be subject to such regulation as is determined by the Texas Department of Transportation and/or the Texas Turnpike Authority Division to be necessary in the interest of public safety and in compliance with approved engineering principles and practices and subject to compliance with any applicable local municipal or county zoning, platting and/or permit requirements.

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 State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas 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 the 23rd day of April, 2015.

NORMA RODRIGUEZ DE GARZA

OSCAR GARZA HERRERA

Acknowledgment
State of Texas
County of Hidalgo

This instrument was acknowledged before me on April 23rd, 2015, by NORMA RODRIGUEZ DE GARZA.

JAIME CRUZ
Notary Public, State of Texas
My Commission Expires
MARCH 26, 2018

Notary Public's Signature

Acknowledgment
State of Texas
County of Hidalgo

This instrument was acknowledged before me on April 23rd, 2015, by OSCAR GARZA HERRERA.

JAIME CRUZ
Notary Public, State of Texas
My Commission Expires
MARCH 26, 2018

Notary Public's Signature

Survey Date: October 08, 2003
Revision Date:: April 17, 2007

Exhibit "A"

County: HIDALGO
Highway: FM 2061 (JACKSON ROAD)
ROW CSJ: 1939-02-021
Const.CSJ: 1939-02-019

Parcel 15-A
Property Description

Being 4,168 square feet of land more or less, out of a 1.41 acre tract, situated in Hidalgo County, Texas and being a part or portion of **Lot 7, Block 10, A. J. McColl Subdivision** as recorded in Volume 21, Page 598, Deed Records of Hidalgo County and being a part or portion of a tract of land conveyed to **Norma R. De Garza** as described in Document No. 1696707, Hidalgo County Official Records and said 4,168 square feet also being more particularly described by metes and bounds as follows;

COMMENCING on a ½" iron rod set on the northeast corner of Lot 7, Block 10, of the A. J. McColl Subdivision; THENCE as follows:

S 08° 31' 39" W, along the east line of said Lot 7, Block 10, A. J. McColl Subdivision, at 298.72 feet pass the common line of the south line of G and A Subdivision recorded in Volume 27, Page 88B, Hidalgo County Map Records and the north line of a 10.00 acre tract out of Lot 7, Block 10, A. J. McColl Subdivision conveyed to Armando Morales as described in Document No. 1367574, Hidalgo County Official Records, at 597.45 feet pass the common line of the south line of said Morales tract and the north line of a 10.0 acre tract out of Lot 7, Block 10, A. J. McColl Subdivision conveyed to Norma R. De Garza as described in Document No. 869067, Hidalgo County Official Records, a total distance of 896.18 feet to a point on the common line of the south line of said De Garza tract and the north

line of the International Boundary Commission tract out of Lot 7, Block 10, A. J. McColl Subdivision as described in Document R/W File No. 20419-M-568-H and R/W File No. 20203-M-569-H in an International Boundary Commission Map; Thence, along the said common line of the south line of said De Garza acre tract and the north line of said International Boundary Commission tract, N 81° 28′ 21″ W, at 382.02 feet pass the Northeast corner of said 1.41 acre tract, a total distance of 1308.67 feet to a ½″ iron rod set on the proposed east right-of-way line of FM 2061 (Jackson Road for the northeast corner of this tract and the **POINT OF BEGINNING;**

(1) THENCE, along the proposed east right-of-way line of FM 2061 (Jackson Road), S 08° 31′ 33″ W, a distance of 38.03 feet to a ½″ iron rod set for the southeast corner of this tract;

(2) THENCE, N 81° 28′ 21″ W, a distance of 109.60 feet to a ½" iron rod set on the existing right-of-way line of FM 2061 (Jackson Road) for the southwest corner of this tract;

(3) THENCE, along the existing east right-of-way line of FM 2061 (Jackson Road), N 08° 31′ 39″ E, a distance of 38.03 feet to a ½″ iron rod set on the south line of said De Garza tract for the northwest corner of this tract;

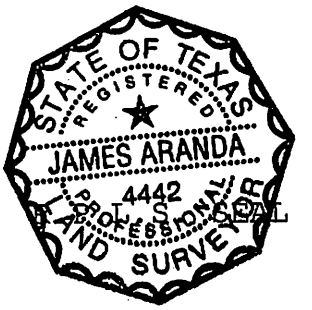
(4) THENCE, along said south line of said De Garza tract, S 81° 28′ 21″ E, a distance of 109.60 feet to the **POINT OF BEGINNING** and containing 4,168 square feet of land, more or less.

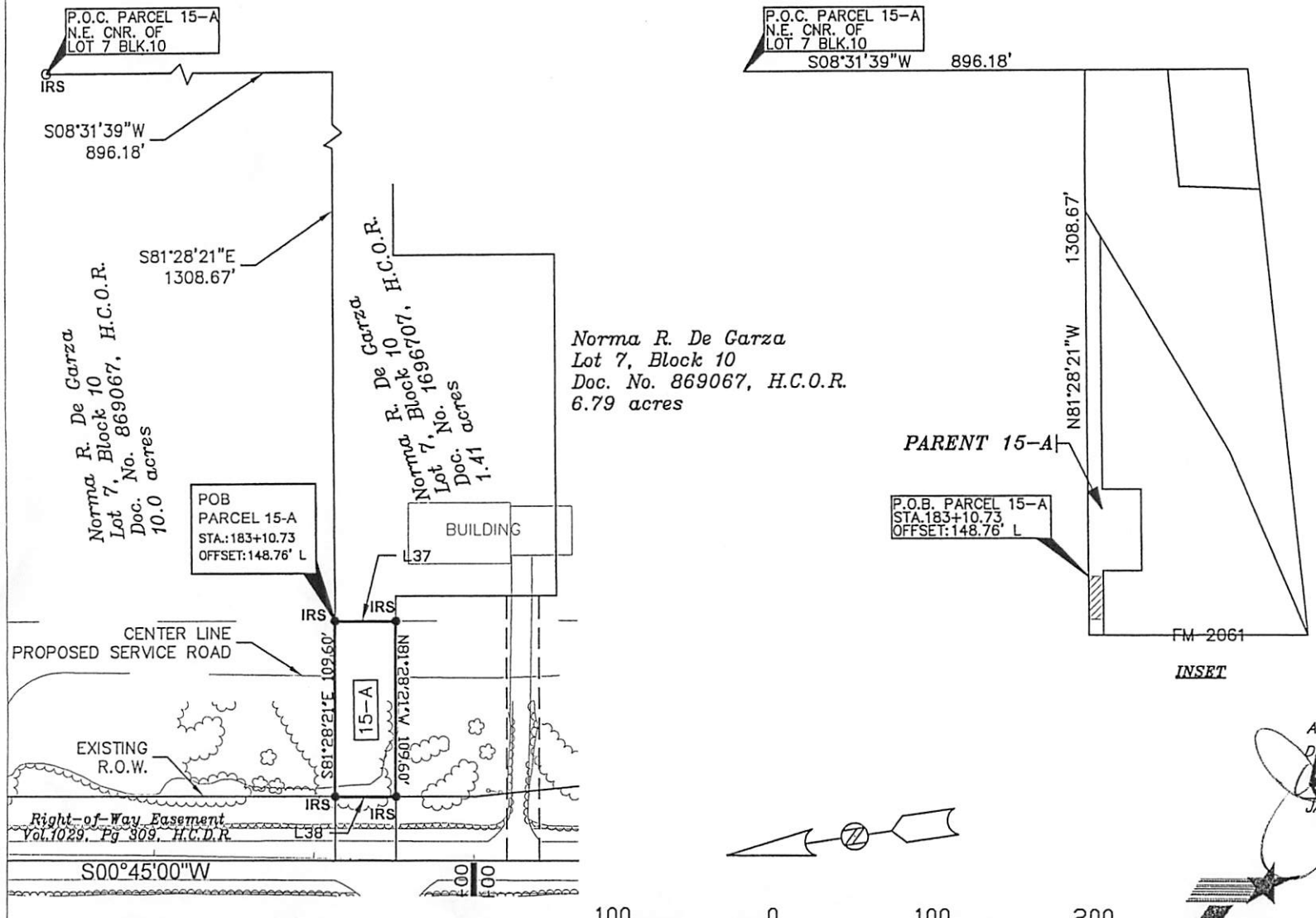
Note: The Point of Beginning of this description has coordinates of X = 1078747.1162 and Y = 16580147.3689; All bearings are based Texas State Plane Coordinate System, NAD 83 (1993 Adj.), South Zone 4205. All coordinates shown are surface and maybe converted to grid by dividing by TxDOT conversion factor of 1.00004;

I, James Aranda, a Registered Professional Land surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.

5/16/07

James Aranda, R.P.L.S. Date
Texas Registration No. 4442





LINE	BEARING	DISTANCE
L37	S08°31'33"W	38.03'
L38	N08°31'39"E	38.03'

100 0 100 200

Scale 1" = 100'

NOTE:

1. ALL BEARING, DISTANCES AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, (1993 adjustment), TEXAS SOUTH ZONE 4205. COORDINATES AND DISTANCES ARE US SURVEY FEET ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.9999600016.
2. ALL BEARINGS AND DISTANCES IN PARENTHESIS "( )" ARE RECORDED.

LEGEND:

EXIST. ROW LINE		RIGHT OF WAY	R.O.W.
PROPERTY LINE		POINT OF COMMENCING	P.O.C.
LOT LINE		POINT OF BEGINNING	P.O.B.
FENCE LINE		BEGINNING OF PROJECT	B.O.P.
COMMON OWNERSHIP LINE		END OF PROJECT	E.O.P.
EASEMENT LINE		5/8" REBAR SET W/ ALUMINUM DISK	IRS
PARCEL NUMBER	85	IRON PIPE FOUND	IP
EXISTING CENTERLINE		IRON ROD FOUND	IRF
PROPOSED CENTERLINE		"X" CUT ON CONCRETE	X
CENTERLINE	C.L.		
COTTON PICKER SPINDLE SET	CPS		

STATE OF TEXAS
REGISTERED
JAMES ARANDA
PROFESSIONAL
LAND SURVEYOR

A METES AND BOUNDS DESCRIPTION OF THIS SURVEY DATED HEREWITH ACCOMPANIES THIS PLAT

JAMES ARANDA, R.P.L.S. DATE: 4/10/07

Texas Department of Transportation

ARANDA AND ASSOCIATES, INC.
LAND SURVEYING AND MAPPING COMPANY
1552 DOVE AVENUE, 78504/P.O. BOX 3600, 78505/MCALLEN, TEXAS
PH: 956-631-0444/FAX: 956-631-0993/E-MAIL: [illegible]

DISTRICT	PLAT OF SURVEY	COUNTY
PHARR	PARCEL 15-A	HIDALGO
		DATE OF SURVEY
ROW CSJ	PROJECT NAME	10-8-2003
1939-02-021	(FM 2061) JACKSON ROAD	DATE REVISED 04-17-2007
ROW ACQUISITION		SHEET NO.

Parcel Name: PARCEL 15-A

North: 16580147.3689 East : 1078747.1162
Line Course: S 08-31-33 W Length: 38.03
North: 16580109.7591 East : 1078741.4781
Line Course: N 81-28-21 W Length: 109.60
North: 16580126.0111 East : 1078633.0897
Line Course: N 08-31-39 E Length: 38.03
North: 16580163.6206 East : 1078638.7289
Line Course: S 81-28-21 E Length: 109.60
North: 16580147.3687 East : 1078747.1173

Perimeter: 295.26 Area: 4,168 sq. ft. 0.10 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0011 Course: S 81-28-24 E
Error North: -0.00016 East : 0.00109
Precision 1: 268,418.18

WAIVER OF INSPECTION AND DISCLOSURE TO OWNER

TO: Fidelity National Title Insurance Company ("Title Insurer")

Edwards Abstract and Title Co. ("The Company")

RE: to County of Hidalgo

GF (File) Number: 744853

Land: Being 4,168 square feet of land, more or less, out of a 1.41 acre tract, situated in Hidalgo County, Texas, and being a part or portion of Lot Seven (7), Block Ten (10), A. J. McCOLL SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 21, Page 598, Deed Records, Hidalgo County, Texas, and being a part or portion of a tract of land conveyed to Norma R. De Garza, as described in Document No. 1696707, Hidalgo County Official Records and said 4,168 square feet also being more particularly described by metes and bounds as follows:

COMMENCING on a 1/2 inch iron rod set on the Northeast corner of Lot 7, Block 10, of the A. J. McColl Subdivision; THENCE as follows:

South 08 degrees 31 minutes 39 seconds West, along the East line of said Lot 7, Block 10, A. J. McColl Subdivision, at 298.72 feet pass the common line of the South line of G and A Subdivision, recorded in Volume 27, Page 88B, Hidalgo County Map Records and the North line of a 10.00 acre tract out of Lot 7, Block 10, A. J. McColl Subdivision conveyed to Armando Morales as described in Document No. 1367574, Hidalgo County Official Records at 597.45 feet pass the common line of the South line of said Morales Tract and the North line of a 10.0 acre tract out of Lot 7, Block 10, A. J. McColl Subdivision conveyed to Norma R. De Garza, as described in Document No. 869067, Hidalgo County Official Records, a total distance of 896.18 feet to a point on the common line of the South line of said De Garza tract and the North line of the International Boundary Commission tract out of Lot 7, Block 10, A. J. McColl Subdivision, as described in Document R/W File No. 20419-M-568-H and R/W File No. 20203-M-569-H in an International Boundary Commission Map; Thence, along the said common line of the South line of said De Garza acre tract and the North line of said International Boundary Commission tract, North 81 degrees 28 minutes 21 seconds West, at 382.02 feet pass the Northeast corner of said 1.41 acre tract, a total distance of 1308.67 feet to a 1/2 inch iron rod set on the proposed East right-of-way line of FM 2061 (Jackson Road for the Northeast corner of this tract and the POINT OF BEGINNING;

THENCE, along the proposed East right-of-way line of FM 2061 (Jackson Road), South 08 degrees 31 minutes 33 seconds West, a distance of 38.03 feet to a 1/2 inch iron rod set for the Southeast corner of this tract;

THENCE, North 81 degrees 28 minutes 21 seconds West, a distance of 109.60 feet to a 1/2 inch iron rod set on the existing right-of-way line of FM 2061 (Jackson Road) for the Southwest corner of this tract;

THENCE, along the existing East right-of-way line of FM 2061 (Jackson Road), North 08 degrees 31 minutes 39 seconds East, a distance of 38.03 feet to a 1/2 inch iron rod set on the South line of said De Garza tract for the Northwest corner of this tract;

THENCE, along said South line of said De Garza tract, South 81 degrees 28 minutes 21 seconds East, a distance of 109.60 feet to the POINT OF BEGINNING and containing 4,168 square feet of land, more or less.

This Company does not represent that the acreage and/or square footage calculations are correct.

1. Waiver of Inspection

You may refuse to accept an exception to the Owner's Policy for "Rights of Parties in Possession." "Rights of Parties in Possession" shall mean one or more persons or entities who are themselves actually physically occupying the property or a portion thereof under a claim or right adverse to the insured owner of the property as shown in Schedule A of the Policy. The Company may require an inspection of the property and an additional charge may be assessed for reasonable and actual costs of such an inspection. The Company may make additional Exceptions for matters the inspection reveals. If you do not delete this paragraph, you consent to this Exception and waive inspection of the land.

YOU MAY REFUSE TO ACCEPT THIS EXCEPTION BY MARKING OUT THIS PARAGRAPH 1.

2. Receipt of Commitment

You acknowledge having received and reviewed a copy of the Title Commitment issued in connection with this transaction. You understand that your Owner Policy will contain the Exceptions set forth in Schedule B of the Commitment, and any additional Exceptions to title resulting from the documents involved in this transaction, and any additional Exceptions reflected by an exhibit attached hereto.

3. Survey

FIDELITY NATIONAL TITLE INSURANCE COMPANY

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

> "Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE: _____ DATE: 4/22/15

(Residential Owner's Title Policy Only)

File Number: 744853

BOUNDARY PROTECTION ELECTION

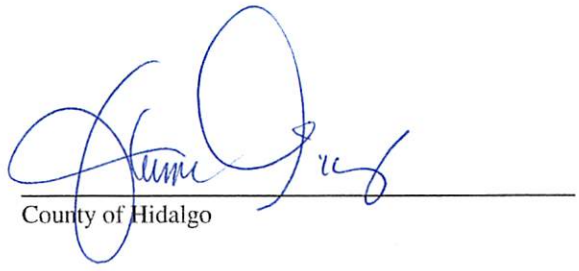
We are informed that we may secure insurance against boundary discrepancies, boundary conflicts, boundary line issues, encroachments, protrusions and overlaps of improvements (unless the title company adds an exception to a specific item) provided that we: (1) provide a satisfactory existing survey; and, (2) pay an additional **5 % of the Basic Rate for the Residential Owner Policy.**

If we purchase this insurance, the title insurer also must hire an attorney if we are sued over these matters existing at the Date of our Policy.

If we do not purchase this insurance, we must hire our own attorney and surveyor if necessary, and we will not be protected under our Residential Owner Policy against any encroachments, such as buildings over easements, buildings over setback lines, buildings over property lines, or location of fences.

_____ Yes. We want to be protected and we elect to buy this additional insurance coverage.

_____ No. We do not want to be protected, and we will not have any protection, including attorney's fees or survey costs in a future controversy. We acknowledge that our policy will except to "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements."



County of Hidalgo

You may request amendment of the "Area and Boundary Exception" to read "Shortages in Area." The Area and Boundary Exceptions is as follows: "Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements." You must furnish a current survey. The survey must be acceptable to the Company. You also must pay an additional premium equal to 15% of the basic premium charge. The Company may make additional exceptions for items shown on the survey.

YOU MAY REQUIRE AMENDMENT OF THE AREA AND BOUNDARY EXCEPTION BY MARKING OUT THIS PARAGRAPH 3. AND BY COMPLYING WITH ITS PROVISIONS BEFORE COMPLETION OF THIS CLOSING.

4. **Arbitration**

This paragraph does not apply to the Residential Owner Policy (T-1R). The parties must later agree to arbitrate under the Residential Owner Policy (T-1R).

You may require deletion of the arbitration provision of the Owner Policy. If you do not delete this provision, either you or the Company may require arbitration, if the law allows. There is no charge to delete this provision.

IF YOUR POLICY IS NOT A TEXAS RESIDENTIAL OWNER POLICY (T-1R), YOU MAY REQUIRE DELETION OF THE ARBITRATION PROVISION BY MARKING OUT THIS PARAGRAPH 4.

5. **Notice**

You may wish to consult an attorney to discuss matters shown in Schedule B or C of the Commitment. These matters will affect your title and use of your land. Your Title Insurance Policy will be a legal contract between you and the Titled Insurer. The Commitment and Policy are not abstracts of title, title reports or representations of title. They are contracts of indemnity. We do not represent that your intended use of the property is allowed under the law or under the restrictions or exceptions affecting your property.

Signature: _____

County of Hidalgo

Exhibit "A"

County: HIDALGO
Highway: FM 2061 (JACKSON ROAD)
ROW CSJ: 1939-02-021
Const.CSJ: 1939-02-019

Parcel 15-A
Property Description

Being 4,168 square feet of land more or less, out of a 1.41 acre tract, situated in Hidalgo County, Texas and being a part or portion of **Lot 7, Block 10, A. J. McColl Subdivision** as recorded in Volume 21, Page 598, Deed Records of Hidalgo County and being a part or portion of a tract of land conveyed to **Norma R. De Garza** as described in Document No. 1696707, Hidalgo County Official Records and said 4,168 square feet also being more particularly described by metes and bounds as follows;

COMMENCING on a ½" iron rod set on the northeast corner of Lot 7, Block 10, of the A. J. McColl Subdivision; THENCE as follows:

S 08° 31' 39" W, along the east line of said Lot 7, Block 10, A. J. McColl Subdivision, at 298.72 feet pass the common line of the south line of G and A Subdivision recorded in Volume 27, Page 88B, Hidalgo County Map Records and the north line of a 10.00 acre tract out of Lot 7, Block 10, A. J. McColl Subdivision conveyed to Armando Morales as described in Document No. 1367574, Hidalgo County Official Records, at 597.45 feet pass the common line of the south line of said Morales tract and the north line of a 10.0 acre tract out of Lot 7, Block 10, A. J. McColl Subdivision conveyed to Norma R. De Garza as described in Document No. 869067, Hidalgo County Official Records, a total distance of 896.18 feet to a point on the common line of the south line of said De Garza tract and the north

line of the International Boundary Commission tract out of Lot 7, Block 10, A. J. McColl Subdivision as described in Document R/W File No. 20419-M-568-H and R/W File No. 20203-M-569-H in an International Boundary Commission Map; Thence, along the said common line of the south line of said De Garza acre tract and the north line of said International Boundary Commission tract, N 81° 28′ 21″ W, at 382.02 feet pass the Northeast corner of said 1.41 acre tract, a total distance of 1308.67 feet to a ½″ iron rod set on the proposed east right-of-way line of FM 2061 (Jackson Road for the northeast corner of this tract and the **POINT OF BEGINNING;**

(1) THENCE, along the proposed east right-of-way line of FM 2061 (Jackson Road), S 08° 31′ 33″ W, a distance of 38.03 feet to a ½″ iron rod set for the southeast corner of this tract;

(2) THENCE, N 81° 28′ 21″ W, a distance of 109.60 feet to a ½" iron rod set on the existing right-of-way line of FM 2061 (Jackson Road) for the southwest corner of this tract;

(3) THENCE, along the existing east right-of-way line of FM 2061 (Jackson Road), N 08° 31′ 39″ E, a distance of 38.03 feet to a ½″ iron rod set on the south line of said De Garza tract for the northwest corner of this tract;

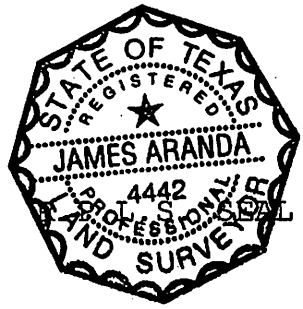
(4) THENCE, along said south line of said De Garza tract, S 81° 28′ 21″ E, a distance of 109.60 feet to the **POINT OF BEGINNING** and containing 4,168 square feet of land, more or less.

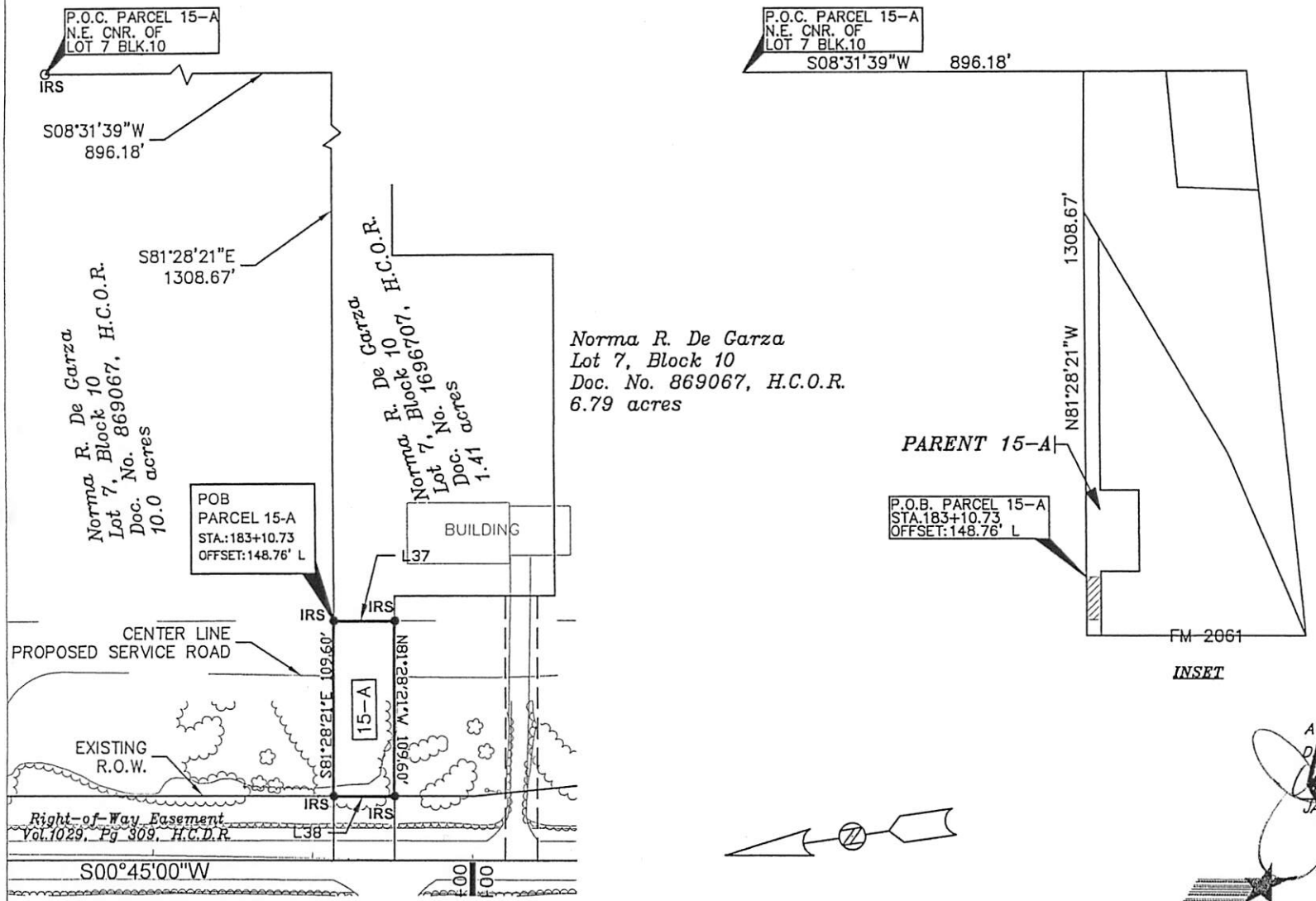
Note: The Point of Beginning of this description has coordinates of X = 1078747.1162 and Y = 16580147.3689; All bearings are based Texas State Plane Coordinate System, NAD 83 (1993 Adj.), South Zone 4205. All coordinates shown are surface and maybe converted to grid by dividing by TxDOT conversion factor of 1.00004;

I, James Aranda, a Registered Professional Land surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.

5/16/07

James Aranda, R.P.L.S. Date
Texas Registration No. 4442





LINE	BEARING	DISTANCE
L37	S08°31'33"W	38.03'
L38	N08°31'39"E	38.03'

100 0 100 200

Scale 1" = 100'

NOTE:

1. ALL BEARING, DISTANCES AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, (1993 adjustment), TEXAS SOUTH ZONE 4205. COORDINATES AND DISTANCES ARE US SURVEY FEET ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.9999600016.
2. ALL BEARINGS AND DISTANCES IN PARENTHESIS "( )" ARE RECORDED.

LEGEND:

EXIST. ROW LINE		RIGHT OF WAY	R.O.W.
PROPERTY LINE		POINT OF COMMENCING	P.O.C.
LOT LINE		POINT OF BEGINNING	P.O.B.
FENCE LINE		BEGINNING OF PROJECT	B.O.P.
COMMON OWNERSHIP LINE		END OF PROJECT	E.O.P.
EASEMENT LINE		5/8" REBAR SET	
PARCEL NUMBER	85	W/ ALUMINUM DISK	IRS
EXISTING CENTERLINE		IRON PIPE FOUND	IP
PROPOSED CENTERLINE		IRON ROD FOUND	IRF
CENTERLINE	C.L.	"X" CUT ON CONCRETE	"X"
COTTON PICKER SPINDLE SET	CPS		

A METES AND BOUNDS DESCRIPTION OF THIS SURVEY IS HEREWITH ACCOMPANIES THIS PLAT

STATE OF TEXAS
REGISTERED
JAMES ARANDA
JAMES ARANDA, R.P.L.S. DATE:
PROFESSIONAL
LAND SURVEYOR

Texas Department of Transportation

ARANDA AND ASSOCIATES, INC.
LAND SURVEYING AND MAPPING COMPANY
1552 DOVE AVENUE, MISSION, TEXAS
PH: 956-631-0044/FAX: 956-631-0992/E-MAIL:

DISTRICT	PLAT OF SURVEY	COUNTY
PHARR	PARCEL 15-A	HIDALGO
		DATE OF SURVEY
ROW CSJ	PROJECT NAME	10-8-2003
1939-02-021	(FM 2061) JACKSON ROAD	DATE REVISED
		04-17-2007
ROW ACQUISITION		SHEET NO.

Parcel Name: PARCEL 15-A

North: 16580147.3689 East : 1078747.1162
Line Course: S 08-31-33 W Length: 38.03
North: 16580109.7591 East : 1078741.4781
Line Course: N 81-28-21 W Length: 109.60
North: 16580126.0111 East : 1078633.0897
Line Course: N 08-31-39 E Length: 38.03
North: 16580163.6206 East : 1078638.7289
Line Course: S 81-28-21 E Length: 109.60
North: 16580147.3687 East : 1078747.1173

Perimeter: **295.26** Area: **4,168** sq. ft. **0.10** acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0011 Course: S 81-28-24 E
Error North: -0.00016 East : 0.00109
Precision 1: 268,418.18

MARITAL STATUS AFFIDAVIT
SELLER

G.F. NO. 744853

STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared Norma Rodriguez De Garza, aka Norma R. De Garza, aka Norma Garza, the undersigned, personally known to me, who after having been duly sworn upon oath, deposed and said:

My name is Norma Rodriguez De Garza and I am one of the owners of the following described property: See Exhibit "A" attached hereto and made a part hereof for all purposes.

I was married to Oscar Garza Herrera at the time I acquired title to this property. I am no longer married to Oscar Garza Herrera. The property being conveyed herein does not constitute any part of my residential homestead.

Affiant knows that Edwards Abstract and Title Co. is relying on the statements contained herein to be true and correct and without the true facts contained herein, Edwards Abstract and Title Co. would not issue its title policy.

Norma Rodriguez De Garza

STATE TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, on this 23rd day of April, 2015, personally appeared Norma Rodriguez De Garza, foregoing instrument for the purposes and consideration therein expressed.

JAIME CRUZ
Notary Public, State of Texas
My Commission Expires
MARCH 26, 2018

Notary Public in and for the State of Texas

Survey Date: October 08, 2003
Revision Date:: April 17, 2007

Exhibit "A"

County: HIDALGO
Highway: FM 2061 (JACKSON ROAD)
ROW CSJ: 1939-02-021
Const.CSJ: 1939-02-019

Parcel 15-A
Property Description

Being 4,168 square feet of land more or less, out of a 1.41 acre tract, situated in Hidalgo County, Texas and being a part or portion of **Lot 7, Block 10, A. J. McColl Subdivision** as recorded in Volume 21, Page 598, Deed Records of Hidalgo County and being a part or portion of a tract of land conveyed to **Norma R. De Garza** as described in Document No. 1696707, Hidalgo County Official Records and said 4,168 square feet also being more particularly described by metes and bounds as follows;

COMMENCING on a ½" iron rod set on the northeast corner of Lot 7, Block 10, of the A. J. McColl Subdivision; THENCE as follows:

S 08° 31' 39" W, along the east line of said Lot 7, Block 10, A. J. McColl Subdivision, at 298.72 feet pass the common line of the south line of G and A Subdivision recorded in Volume 27, Page 88B, Hidalgo County Map Records and the north line of a 10.00 acre tract out of Lot 7, Block 10, A. J. McColl Subdivision conveyed to Armando Morales as described in Document No. 1367574, Hidalgo County Official Records, at 597.45 feet pass the common line of the south line of said Morales tract and the north line of a 10.0 acre tract out of Lot 7, Block 10, A. J. McColl Subdivision conveyed to Norma R. De Garza as described in Document No. 869067, Hidalgo County Official Records, a total distance of 896.18 feet to a point on the common line of the south line of said De Garza tract and the north

line of the International Boundary Commission tract out of Lot 7, Block 10, A. J. McColl Subdivision as described in Document R/W File No. 20419-M-568-H and R/W File No. 20203-M-569-H in an International Boundary Commission Map; Thence, along the said common line of the south line of said De Garza acre tract and the north line of said International Boundary Commission tract, N 81° 28′ 21″ W, at 382.02 feet pass the Northeast corner of said 1.41 acre tract, a total distance of 1308.67 feet to a ½″ iron rod set on the proposed east right-of-way line of FM 2061 (Jackson Road for the northeast corner of this tract and the **POINT OF BEGINNING;**

(1) THENCE, along the proposed east right-of-way line of FM 2061 (Jackson Road), S 08° 31′ 33″ W, a distance of 38.03 feet to a ½″ iron rod set for the southeast corner of this tract;

(2) THENCE, N 81° 28′ 21″ W, a distance of 109.60 feet to a ½" iron rod set on the existing right-of-way line of FM 2061 (Jackson Road) for the southwest corner of this tract;

(3) THENCE, along the existing east right-of-way line of FM 2061 (Jackson Road), N 08° 31′ 39″ E, a distance of 38.03 feet to a ½″ iron rod set on the south line of said De Garza tract for the northwest corner of this tract;

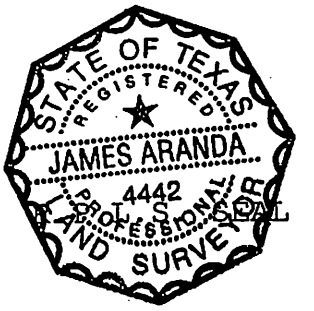
(4) THENCE, along said south line of said De Garza tract, S 81° 28′ 21″ E, a distance of 109.60 feet to the **POINT OF BEGINNING** and containing 4,168 square feet of land, more or less.

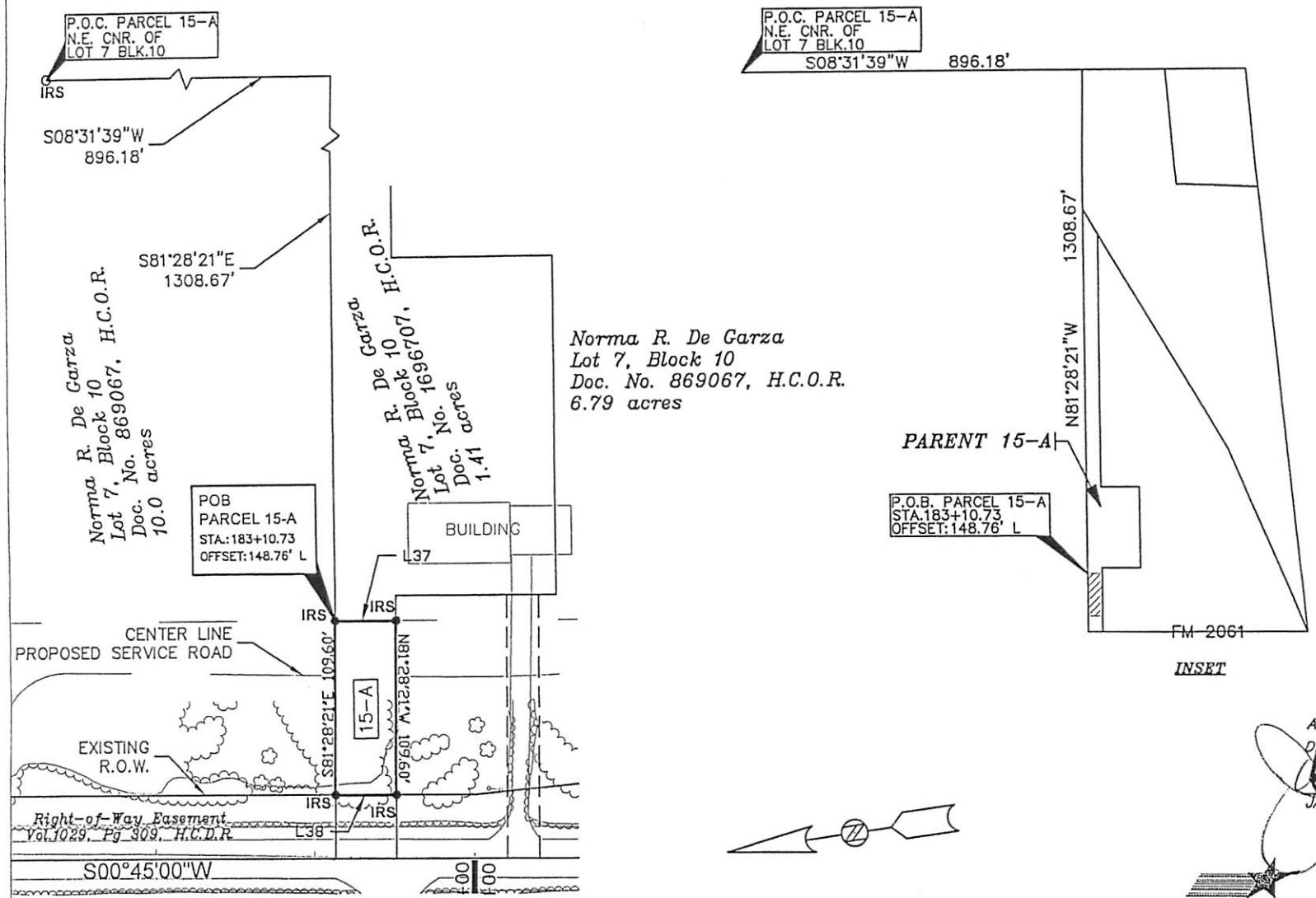
Note: The Point of Beginning of this description has coordinates of X = 1078747.1162 and Y = 16580147.3689; All bearings are based Texas State Plane Coordinate System, NAD 83 (1993 Adj.), South Zone 4205. All coordinates shown are surface and maybe converted to grid by dividing by TxDOT conversion factor of 1.00004;

I, James Aranda, a Registered Professional Land surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.

5/16/07

James Aranda, R.P.L.S. Date
Texas Registration No. 4442





LINE	BEARING	DISTANCE
L37	S08°31'33"W	38.03'
L38	N08°31'39"E	38.03'

100 0 100 200

Scale 1" = 100'

NOTE:

1. ALL BEARING, DISTANCES AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, (1993 adjustment), TEXAS SOUTH ZONE 4205. COORDINATES AND DISTANCES ARE US SURVEY FEET ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.9999600016.
2. ALL BEARINGS AND DISTANCES IN PARENTHESIS "( )" ARE RECORDED.

LEGEND:

EXIST. ROW LINE		RIGHT OF WAY	R.O.W.
PROPERTY LINE		POINT OF COMMENCING	P.O.C.
LOT LINE		POINT OF BEGINNING	P.O.B.
FENCE LINE		BEGINNING OF PROJECT	B.O.P.
COMMON OWNERSHIP LINE		END OF PROJECT	E.O.P.
EASEMENT LINE		5/8" REBAR SET W/ ALUMINUM DISK	IRS
PARCEL NUMBER	15-A	IRON PIPE FOUND	IP
EXISTING CENTERLINE		IRON ROD FOUND	IRF
PROPOSED CENTERLINE		X" CUT ON CONCRETE	X
CENTERLINE	C.L.		
COTTON PICKER SPINDLE SET	CPS		

STATE OF TEXAS
REGISTERED
JAMES ARANDA
PROFESSIONAL LAND SURVEYOR

A METES AND BOUNDS DESCRIPTION OF THIS SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT

JAMES ARANDA R.P.L.S. DATE: 10/7

Texas Department of Transportation

ARANDA AND ASSOCIATES, INC.
LAND SURVEYING AND MAPPING COMPANY
1592 DOVE AVENUE, MCALLEN, TEXAS
PH: 956-631-5944 FAX: 956-631-0992

DISTRICT	PLAT OF SURVEY	COUNTY
PHARR	PARCEL 15-A	HIDALGO
		DATE OF SURVEY
ROW CSJ	PROJECT NAME	10-8-2003
1939-02-021	(FM 2061) JACKSON ROAD	DATE REVISED
		04-17-2007
ROW ACQUISITION		SHEET NO.

Parcel Name: PARCEL 15-A

North: 16580147.3689 East : 1078747.1162
Line Course: S 08-31-33 W Length: 38.03
North: 16580109.7591 East : 1078741.4781
Line Course: N 81-28-21 W Length: 109.60
North: 16580126.0111 East : 1078633.0897
Line Course: N 08-31-39 E Length: 38.03
North: 16580163.6206 East : 1078638.7289
Line Course: S 81-28-21 E Length: 109.60
North: 16580147.3687 East : 1078747.1173

Perimeter: 295.26 Area: 4,168 sq. ft. 0.10 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0011 Course: S 81-28-24 E
Error North: -0.00016 East : 0.00109
Precision 1: 268,418.18

ADDENDUM TO CLOSING STATEMENT

The undersigned hereby acknowledge and agree that:

(1) Atlas & Hall, L.L.P. has assembled the information for this closing statement from third parties utilizing the best information available; however, Atlas & Hall, L.L.P. cannot guarantee the accuracy of any information furnished to it by third parties;

(2) in the event any amount reflected on the closing statement is insufficient to satisfy the item in full, that the responsible party will pay to Atlas & Hall, L.L.P. in McAllen, Texas such additional amount within five (5) days of a written request for payment, or if sufficient funds are available in escrow, execute an amended closing statement authorizing the additional disbursement;

(3) interest on any indebtedness was calculated to the date indicated on the closing statement, and if the indebtedness is not paid by the date shown on the closing statement additional interest will have to be collected from the party responsible for payment of the debt;

(4) all prorations concerning this transaction were based on figures supplied by others for the preceding year or were estimates for the current year, and any adjustments must be made directly between the parties to this transaction;

(5) according to information obtained by Atlas & Hall, L.L.P. from the title company or from the taxing agencies, all taxes have been paid to all taxing agencies taxing the property and there are no unpaid taxes on the property other than those being paid as a part of this transaction;

(6) Atlas & Hall, L.L.P. may be required to report certain information concerning this transaction to the Internal Revenue Service;

(7) any real estate agent, lender or title company involved in this transaction may be furnished a copy of this closing statement; and

(8) Atlas & Hall, L.L.P. is authorized to make the expenditures and disbursements reflected in the closing statement.

The undersigned acknowledge receipt of funds paid directly to the undersigned, or to third parties for the benefit of the undersigned, in the amounts shown on the closing statement, and the receipt of a copy of the closing statement.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Certification

(continued from HUD-1A)

I have carefully reviewed the HUD-1A Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1A Settlement Statement.

Buyer:
County of Hidalgo

_____ Date: 4/23/15
By:
Its:

902 N. Doolittle
Edinburg, TX 78541

Seller:

_____ Date: 4.23.15
Norma Rodriguez De Garza

3113 N. 25th St.
McAllen, TX 78501

The HUD-1A Settlement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent: _____ Date: _____
Stephen L. Crain

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

DATED: April 23, 2015

BUYER: HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

By: _____

Its: _____

SELLER: _____

NORMA RODRIGUEZ DE GARZA

Affidavit of Identity

Date: April 23, 2015

Affiant: NORMA RODRIGUEZ DE GARZA

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

Affiant is not the same person reflected on the following documents as reflected on the Commitment for Title Insurance issued by Edwards Abstract and Title Co., GF Number 744853, with regard to the real property being described on Exhibit "A" which is attached hereto and made a part hereof for all purposes:

1. Abstract of Judgment filed January 30, 2009, in the amount of $8,135.11, plus costs, interest and attorney's fees, in favor of HUDSON & KEYSE LLC, AS ASSIGNEE OF CITIBANK, N.A., against NORMA RODRIGUEZ-MARTINEZ-ORTIZ, recorded under Clerk's File No. 1966324, Official Records, Hidalgo County, Texas.

2. Abstract of Judgment filed September 15, 2011, in the amount of S4,817.03, in favor of HIDALGO COUNTY, in the amount of $7,365.84 in favor of LA JOYA INDEPENDENT SCHOOL DISTRICT and in the amount of $67.39 in favor of HIDALGO-KENEDY COUNTY EDUCATION DISTRICT #10, plus costs, interest and attorney's fees, against NORMA L.GARZA, ET AL, recorded under Clerk's File No. 2241584, Official Records, Hidalgo County, Texas.

3. Abstract of Judgment filed August 4, 2014, in the amount of $5,636.00, plus costs, interest and attorney's fees in favor of INTEGRAS CAPITAL RECOVERY, LLC against NORMA GARZA, recorded under Clerk's File No. 2536605, Official Records, Hidalgo County, Texas.

4. Labor Law -. Notice of Administrative Lien for $229.00, plus any accrued indebtedness filed against NORMA LETICIA GARZA AKA LETTY GARZA, notice of which was recorded under Clerk's File No. 720260, Official Records, Hidalgo County, Texas and all taxes of the same nature which may accrue subsequent of the filing thereof.

5. Notice of Child Support Lien filed July 9, 2009, in the amount of $3,905.00, plus costs, interest and attorney's fees, in favor of R.AMIRO GARZA, against NORMA GARZA (XXX-XX-X603), recorded under Clerk's File No. 2014930, Official Records, Hidalgo County, Texas.

6. Federal Tax Lien tiled June 29, 2010, in the amount of $7,903.51, against NORMA L. GARZA (XXX-XX-X840), under Account No. XXXXXX710, recorded under Clerk's File No. 2115749, Official Records, Hidalgo County, Texas.

7. Bankruptcy proceedings filed by or against NORMA ESCOBAR GARZA (XXX-XX-X226), in Case No. 11-70026-M-13 in the United States Bankruptcy Court for the Southern District of Texas MCALLEN Division.

NORMA RODRIGUEZ DE GARZA

SUBSCRIBED AND SWORN TO before me on April 23, 2015, by NORMA RODRIGUEZ DE GARZA.

JAIME CRUZ
Notary Public, State of Texas
My Commission Expires
MARCH 26, 2018

Notary Public, State of Texas

THE STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on April 23, 2015 by NORMA RODRIGUEZ DE GARZA.

JAIME CRUZ
Notary Public, State of Texas
My Commission Expires
MARCH 26, 2018

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Stephen L. Crain
ATLAS, HALL & RODRIGUEZ, LLP
P. O. Box 3725
McAllen, Texas 78502-3725

Exhibit "A"

County: HIDALGO
Highway: FM 2061 (JACKSON ROAD)
ROW CSJ: 1939-02-021
Const.CSJ: 1939-02-019

Parcel 15-A
Property Description

Being 4,168 square feet of land more or less, out of a 1.41 acre tract, situated in Hidalgo County, Texas and being a part or portion of **Lot 7, Block 10, A. J. McColl Subdivision** as recorded in Volume 21, Page 598, Deed Records of Hidalgo County and being a part or portion of a tract of land conveyed to **Norma R. De Garza** as described in Document No. 1696707, Hidalgo County Official Records and said 4,168 square feet also being more particularly described by metes and bounds as follows;

COMMENCING on a ½" iron rod set on the northeast corner of Lot 7, Block 10, of the A. J. McColl Subdivision; THENCE as follows:

S 08° 31' 39" W, along the east line of said Lot 7, Block 10, A. J. McColl Subdivision, at 298.72 feet pass the common line of the south line of G and A Subdivision recorded in Volume 27, Page 88B, Hidalgo County Map Records and the north line of a 10.00 acre tract out of Lot 7, Block 10, A. J. McColl Subdivision conveyed to Armando Morales as described in Document No. 1367574, Hidalgo County Official Records, at 597.45 feet pass the common line of the south line of said Morales tract and the north line of a 10.0 acre tract out of Lot 7, Block 10, A. J. McColl Subdivision conveyed to Norma R. De Garza as described in Document No. 869067, Hidalgo County Official Records, a total distance of 896.18 feet to a point on the common line of the south line of said De Garza tract and the north

line of the International Boundary Commission tract out of Lot 7, Block 10, A. J. McColl Subdivision as described in Document R/W File No. 20419-M-568-H and R/W File No. 20203-M-569-H in an International Boundary Commission Map; Thence, along the said common line of the south line of said De Garza acre tract and the north line of said International Boundary Commission tract, N 81° 28′ 21″ W, at 382.02 feet pass the Northeast corner of said 1.41 acre tract, a total distance of 1308.67 feet to a ½″ iron rod set on the proposed east right-of-way line of FM 2061 (Jackson Road for the northeast corner of this tract and the **POINT OF BEGINNING;**

(1) THENCE, along the proposed east right-of-way line of FM 2061 (Jackson Road), S 08° 31′ 33″ W, a distance of 38.03 feet to a ½″ iron rod set for the southeast corner of this tract;

(2) THENCE, N 81° 28′ 21″ W, a distance of 109.60 feet to a ½" iron rod set on the existing right-of-way line of FM 2061 (Jackson Road) for the southwest corner of this tract;

(3) THENCE, along the existing east right-of-way line of FM 2061 (Jackson Road), N 08° 31′ 39″ E, a distance of 38.03 feet to a ½″ iron rod set on the south line of said De Garza tract for the northwest corner of this tract;

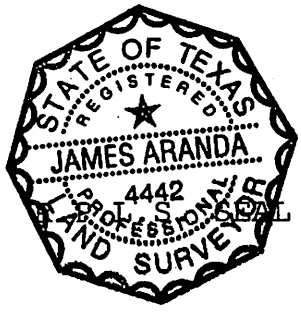
(4) THENCE, along said south line of said De Garza tract, S 81° 28′ 21″ E, a distance of 109.60 feet to the **POINT OF BEGINNING** and containing 4,168 square feet of land, more or less.

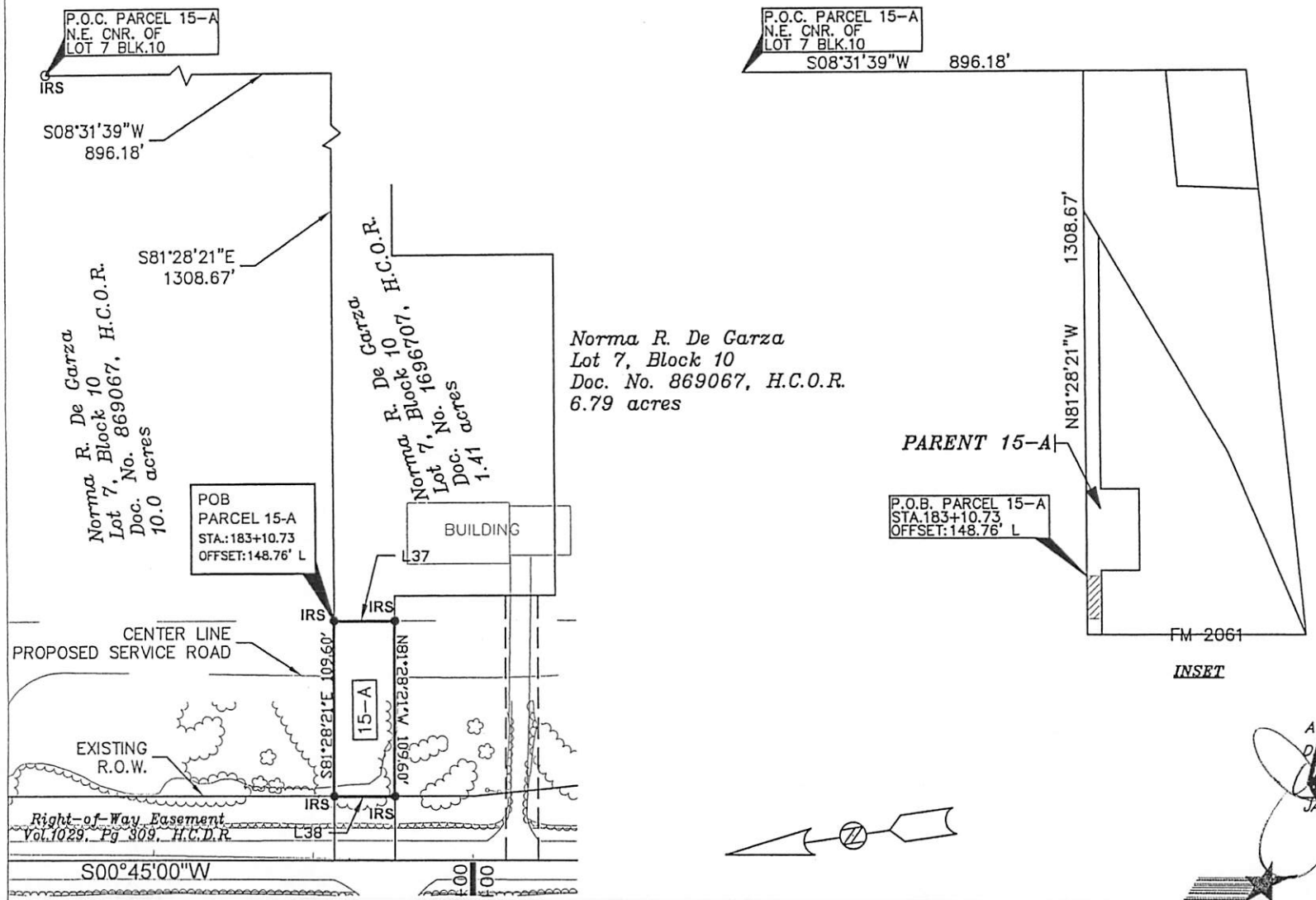
Note: The Point of Beginning of this description has coordinates of X = 1078747.1162 and Y = 16580147.3689; All bearings are based Texas State Plane Coordinate System, NAD 83 (1993 Adj.), South Zone 4205. All coordinates shown are surface and maybe converted to grid by dividing by TxDOT conversion factor of 1.00004;

I, James Aranda, a Registered Professional Land surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.

5/16/07

James Aranda, R.P.L.S. Date
Texas Registration No. 4442





LINE	BEARING	DISTANCE
L37	S08°31'33"W	38.03'
L38	N08°31'39"E	38.03'

100 0 100 200

Scale 1" = 100'

A METES AND BOUNDS DESCRIPTION OF THIS SURVEY IS FILED HEREWITH AND ACCOMPANIES THIS PLAT

STATE OF TEXAS
REGISTERED
JAMES ARANDA
6467
PROFESSIONAL
LAND SURVEYOR

JAMES ARANDA, R.P.L.S. DATE:

Texas Department of Transportation

ARANDA AND ASSOCIATES, INC.
LAND SURVEYING AND MAPPING COMPANY
1592 DOVE AVENUE, 78504/P.O. BOX 3600, 78501/MCALLEN, TEXAS
PH: 956-631-0644/FAX: 956-631-0693/E-MAIL: aranda@aranda-inc.com

NOTE:

1. ALL BEARING, DISTANCES AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, (1993 adjustment), TEXAS SOUTH ZONE 4205. COORDINATES AND DISTANCES ARE US SURVEY FEET ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.9999600016.
2. ALL BEARINGS AND DISTANCES IN PARENTHESIS "( )" ARE RECORDED.

LEGEND:

EXIST. ROW LINE		RIGHT OF WAY	R.O.W.
PROPERTY LINE		POINT OF COMMENCING	P.O.C.
LOT LINE		POINT OF BEGINNING	P.O.B.
FENCE LINE		BEGINNING OF PROJECT	B.O.P.
COMMON OWNERSHIP LINE		END OF PROJECT	E.O.P.
EASEMENT LINE		5/8" REBAR SET W/ ALUMINUM DISK	IRS
PARCEL NUMBER	15	IRON PIPE FOUND	IP
EXISTING CENTERLINE		IRON ROD FOUND	IRF
PROPOSED CENTERLINE		"X" CUT ON CONCRETE	"X"
CENTERLINE	C.L.		
COTTON PICKER SPINDLE SET	CPS		

DISTRICT	PLAT OF SURVEY	COUNTY
PHARR	PARCEL 15-A	HIDALGO
		DATE OF SURVEY
ROW CSJ	PROJECT NAME	10-8-2003
1939-02-021	(FM 2061) JACKSON ROAD	DATE REVISED
		04-17-2007
ROW ACQUISITION		SHEET NO.

Parcel Name: PARCEL 15-A

North: 16580147.3689 East : 1078747.1162
Line Course: S 08-31-33 W Length: 38.03
North: 16580109.7591 East : 1078741.4781
Line Course: N 81-28-21 W Length: 109.60
North: 16580126.0111 East : 1078633.0897
Line Course: N 08-31-39 E Length: 38.03
North: 16580163.6206 East : 1078638.7289
Line Course: S 81-28-21 E Length: 109.60
North: 16580147.3687 East : 1078747.1173

Perimeter: 295.26 Area: 4,168 sq. ft. 0.10 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0011 Course: S 81-28-24 E
Error North: -0.00016 East : 0.00109
Precision 1: 268,418.18

Affidavit of Identity

Date: April 23, 2015

Affiant: OSCAR GARZA HERRERA

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

Affiant is not the same person reflected on the following documents as reflected on the Commitment for Title Insurance issued by Edwards Abstract and Title Co., GF Number 744853, with regard to the real property being described on Exhibit "A" which is attached hereto and made a part hereof for all purposes:

1. Abstract of Judgment filed June 20, 2006, in the amount of $185,117.66 in favor of THE STATE OF TEXAS, in the amount of $29,658.78 in favor of THE CITY OF HOUSTON, and in the amount of $29,658.78 in favor of THE TRANSIT AUTHORITY OF HOUSTON, TEXAS, plus costs, interest and attorney's fees, against OSCAR GARZA, recorded under Clerk's File No. 1629720, Official Records, Hidalgo County, Texas. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

2. Abstract of Judgment filed May 4, 2007, in the amount of $6,807.55 in favor of MISSION CISD, in the amount of $694.68 in favor of HIDALGO KENEDY COUNTY EDUCATION DISTRICT #10, in the amount of $3,095.78 in favor of COUNTY OF HIDALGO, and in the amount of $367.02 in favor of SOUTH TEXAS COLLEGE, plus costs, interest and attorney's fees, against OSCAR GARZA, recorded under Clerk's File No. 1754780, Official Records, Hidalgo County, Texas.(POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

3. Abstract of Judgment filed May 18, 2007, in the amount of $2,897.76, plus costs, interest and attorney's fees, in favor of HIDALGO COUNTY DRAINAGE DISTRICT #1, against OSCAR GARZA, recorded under Clerk's File No. 1760405, Official Records, Hidalgo County, Texas. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

4. Abstract of Judgment filed February 20, 2009, in the amount of $1,036.05, plus costs, attorney's fees, in favor of CACH LLC, against OSCAR GARZA, recorded under Clerk's File No. 1973119, Official Records, Hidalgo County, Texas. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

5. Abstract of Judgment filed August 11, 2009, in the amount of $992.00, plus costs, interest and attorney's fees, in favor of Security 1st Federal Credit Union f/k/a Hidalgo Federal Credit Union, against Oscar Garza, Jr., recorded under Clerk's File No. 2024739, Official Records, Hidalgo County, Texas. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

6. Abstract of Judgment filed July 19, 2011, in the amount of $4,642.67, plus costs, interest and attorney's fees, in favor of TA Financial, LLC, against Oscar M. Garza, recorded under Clerk's File NO. 2223907, Official Records, Hidalgo County, Texas. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

7. State of Texas Tax Lien for $139.05, plus any accrued indebtedness, filed against OSCAR GARZA GARZA AUTO SERVICE, notice of which was recorded in Volume 3002, Page 706, Official Records, Hidalgo County, Texas and all taxes of the same nature which may accrue subsequent of the filing thereof. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

8. State of Texas Tax Lien for $2,028.95, plus any accrued indebtedness, filed against OSCAR GARZA (XXX-XX-X38l), notice of which was recorded in Volume 3024, Page 246, Official Records, Hidalgo County, Texas and all taxes of the same nature which may accrue subsequent of the filing thereof. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

9. State of Texas Tax Lien for $866.09, plus any accrued indebtedness, filed against OSCAR GARZA (XXX-XX-X381), notice of which was recorded in Volume 3024, Page 247, Official Records, Hidalgo County, Texas and all taxes of the same nature which may accrue subsequent of the filing thereof. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

10. State of Texas Tax Lien for $3,183.87, plus any accrued indebtedness, filed against OSCAR GARZA (XXX-XX-X381), notice of which was recorded in Volume 3125, Page 45, Official Records, Hidalgo County, Texas and all taxes of the same nature which may accrue subsequent of the filing thereof. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

11. State of Texas Tax Lien for $376,738.95, plus any accrued indebtedness, filed against OSCAR HERNANDEZ GARZA (XXX-XX-089), notice of which was recorded in Volume 3162, Page 370, Official Records, Hidalgo County, Texas and all taxes of the same nature which may accrue subsequent of the filing thereof. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

12. State of Texas Tax Lien for $35,588.45, plus any accrued indebtedness, filed against OSCAR GARZA-CASTILLO (XXXXX-X950), notice of which was recorded under Clerk' s File No. 341191, Official Records, Hidalgo County, Texas and all taxes of the same nature which may accrue subsequent of the filing thereof. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

13. State of Texas Tax Lien for $211,623.06, plus any accrued indebtedness, filed against OSCAR GARZA (XXX-XX-X909), notice of which was recorded under Clerk' s File No. 1150912, Official Records, Hidalgo County, Texas and all taxes of

the same nature which may accrue subsequent of the filing thereof. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

14. Notice of Child Support Lien filed October 22, 2001, in the amount of $110,836.67, plus costs, interest and attorney' s fees, in favor of GERTRUDES CARDENAS, against OSCAR GARZA (XXX-XX-X089), recorded under Clerk's File No. 1018792, Official Records, Hidalgo County, Texas. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

15. Notice of Child Support Lien filed July 3, 2003, in the amount of $3,283.16, plus costs, interest and attorney' s fees, in favor of ANGELA HERRERA, against OSCAR ABRAHAM GARZA (XXX-XX-X710), recorded under Clerk's File No. 1217412, Official Records, Hidalgo County, Texas. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

16. Notice of Child Support Lien filed March 23, 2004, in the amount of $4,951.47, plus costs, interest and attorney' s fees, in favor of JESSICA OVALLE, against OSCAR ABRAHAM GARZA (XXX-XX-X710), recorded under Clerk' s File No. 1312642, Official Records, Hidalgo County, Texas. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

17. Notice of Child Support Lien filed May 4, 2006, in the amount of $16,750.00, plus costs, interest and attorney' s fees, in favor of KENTHEA ANDERSON, against OSCAR HERRERA, JR. (XXX-XX-X067), recorded under Clerk' s File No. 1611689, Official Records, Hidalgo County, Texas. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

18. Notice of Child Support Lien filed June 12, 2006, in the amount of $21,092.09, plus costs, interest and attorney' s fees, in favor of YVETTE RODRIGUEZ, against JUAN OSCAR GARZA (XXX-XX-X478), recorded under Clerk' s File No. 1626758, Official Records, Hidalgo County, Texas. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

19. Notice of Child Support Lien filed March 23, 2007, in the amount of $19,571.56, plus costs, interest and attorney' s fees, in favor of MARIA ANITA MARTINEZ, against OSCAR GARZA (XXX-XX-X089), recorded under Clerk' s File No. 1737651, Official Records, Hidalgo County, Texas. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

20. Notice of Child Support Lien filed July 9, 2009, in the amount of $3,905.00 plus costs, interest and attorney's fees, in favor of RAMIRO GARZA, against NORMA GARZA (XXX-XX-X603), recorded under Clerk's File No. 2014930, Official Records, Hidalgo County, Texas.

21. Notice of Child Support Lien filed May 22, 2007, in the amount of $12,876.66, plus costs, interest and attorney' s fees, in favor of VERONICA GUERRA, against

OSCAR FABIAN GARZA, recorded under Clerk' s File No. 1761106, Official Records, Hidalgo County, Texas. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

22. Notice of Child Support Lien filed February 22, 2008, in the amount of $12,773.85, plus costs, interest and attorney's fees, in favor of MARIA GUADALUPE GARZA, against OSCAR GARZA (XXX-XX-X007), recorded under Clerk's File No. 1859143, Official Records, Hidalgo County, Texas. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

23. Notice of Child Support Lien filed November 14, 2008, in the amount of $2,745.00, plus costs, interest and attorney's fees, in favor of BRENDA BUENTELLO, against OSCAR GARZA (XXX-XX-X847), recorded under Clerk's File No. 1946347, Official Records, Hidalgo County, Texas. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

24. Notice of Child Support Lien filed December 2, 2010, in the amount of $28,400.35, plus costs, interest and attorney's fees, in favor of ELIZABETH MARIA GARZA, against OSCAR ALEJANDRO GARZA (XXX-XX-X402), recorded under Clerk's File No. 2159096, Official Records, Hidalgo County, Texas. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

25. Notice of child Support Lien filed August 12, 2011, in the amount of $3,505.00, plus costs, interest and attorney's fees, in favor of SYLVIA DELEON, against OSCAR ABRAHAM GARZA (XXX-XX-X710), recorded under Clerk's File No. 2232063, Official Records, Hidalgo County, Texas. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER). (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

26. Federal Tax Lien filed May 14, 2007, in the amount of $6,426.71, against OSCAR R. GARZA, under Account No. XXXXX7207 (XXX-XX-X027), recorded under Clerk's File No. 1757995, Official Records, Hidalgo County, Texas. (POSSIBLY AGAINST THE SPOUSE OF THE RECORD OWNER).

27. Bankruptcy proceedings filed by or against OSCAR HERRERA (XXX-XX-X604), in Case No. 11-70231-M in the United States Bankruptcy Court for the Southern District of Texas McAllen Division. (POSSIBLY INVOLVES THE CURRENT SPOUSE OF THE RECORD OWNER).

OSCAR GARZA HERRERA

SUBSCRIBED AND SWORN TO before me on April 23rd, 2015, by OSCAR GARZA HERRERA.

Notary Public, State of Texas

JAIME CRUZ
Notary Public, State of Texas
My Commission Expires
MARCH 26, 2018

THE STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on April 23rd, 2015, by OSCAR GARZA HERRERA.

Notary Public, State of Texas

JAIME CRUZ
Notary Public, State of Texas
My Commission Expires
MARCH 26, 2018

AFTER RECORDING RETURN TO:

Stephen L. Crain
ATLAS, HALL & RODRIGUEZ, LLP
P. O. Box 3725
McAllen, Texas 78502-3725

Exhibit "A"

County: HIDALGO
Highway: FM 2061 (JACKSON ROAD)
ROW CSJ: 1939-02-021
Const.CSJ: 1939-02-019

Parcel 15-A
Property Description

Being 4,168 square feet of land more or less, out of a 1.41 acre tract, situated in Hidalgo County, Texas and being a part or portion of **Lot 7, Block 10, A. J. McColl Subdivision** as recorded in Volume 21, Page 598, Deed Records of Hidalgo County and being a part or portion of a tract of land conveyed to **Norma R. De Garza** as described in Document No. 1696707, Hidalgo County Official Records and said 4,168 square feet also being more particularly described by metes and bounds as follows;

COMMENCING on a ½" iron rod set on the northeast corner of Lot 7, Block 10, of the A. J. McColl Subdivision; THENCE as follows:

S 08° 31' 39" W, along the east line of said Lot 7, Block 10, A. J. McColl Subdivision, at 298.72 feet pass the common line of the south line of G and A Subdivision recorded in Volume 27, Page 88B, Hidalgo County Map Records and the north line of a 10.00 acre tract out of Lot 7, Block 10, A. J. McColl Subdivision conveyed to Armando Morales as described in Document No. 1367574, Hidalgo County Official Records, at 597.45 feet pass the common line of the south line of said Morales tract and the north line of a 10.0 acre tract out of Lot 7, Block 10, A. J. McColl Subdivision conveyed to Norma R. De Garza as described in Document No. 869067, Hidalgo County Official Records, a total distance of 896.18 feet to a point on the common line of the south line of said De Garza tract and the north

line of the International Boundary Commission tract out of Lot 7, Block 10, A. J. McColl Subdivision as described in Document R/W File No. 20419-M-568-H and R/W File No. 20203-M-569-H in an International Boundary Commission Map; Thence, along the said common line of the south line of said De Garza acre tract and the north line of said International Boundary Commission tract, N 81° 28′ 21″ W, at 382.02 feet pass the Northeast corner of said 1.41 acre tract, a total distance of 1308.67 feet to a ½″ iron rod set on the proposed east right-of-way line of FM 2061 (Jackson Road for the northeast corner of this tract and the **POINT OF BEGINNING;**

(1) THENCE, along the proposed east right-of-way line of FM 2061 (Jackson Road), S 08° 31′ 33″ W, a distance of 38.03 feet to a ½″ iron rod set for the southeast corner of this tract;

(2) THENCE, N 81° 28′ 21″ W, a distance of 109.60 feet to a ½" iron rod set on the existing right-of-way line of FM 2061 (Jackson Road) for the southwest corner of this tract;

(3) THENCE, along the existing east right-of-way line of FM 2061 (Jackson Road), N 08° 31′ 39″ E, a distance of 38.03 feet to a ½″ iron rod set on the south line of said De Garza tract for the northwest corner of this tract;

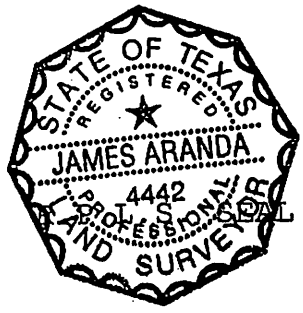
(4) THENCE, along said south line of said De Garza tract, S 81° 28′ 21″ E, a distance of 109.60 feet to the **POINT OF BEGINNING** and containing 4,168 square feet of land, more or less.

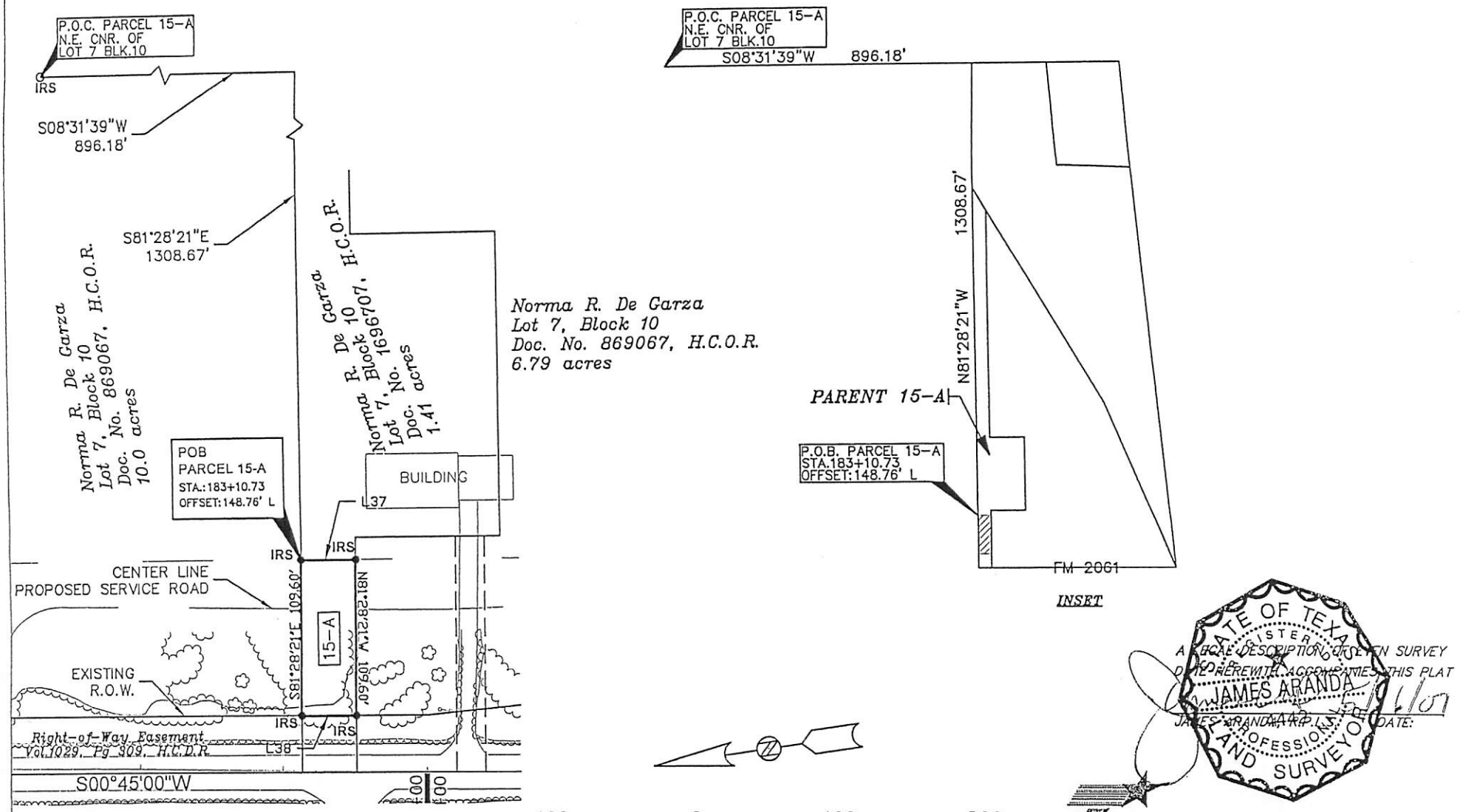
Note: The Point of Beginning of this description has coordinates of X = 1078747.1162 and Y = 16580147.3689; All bearings are based Texas State Plane Coordinate System, NAD 83 (1993 Adj.), South Zone 4205. All coordinates shown are surface and maybe converted to grid by dividing by TxDOT conversion factor of 1.00004;

I, James Aranda, a Registered Professional Land surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.

5/16/07

James Aranda, R.P.L.S. Date
Texas Registration No. 4442





LINE	BEARING	DISTANCE
L37	S08°31'33"W	38.03'
L38	N08°31'39"E	38.03'

NOTE:

1. ALL BEARING, DISTANCES AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, (1993 adjustment), TEXAS SOUTH ZONE 4205. COORDINATES AND DISTANCES ARE US SURVEY FEET ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.9999600016.
2. ALL BEARINGS AND DISTANCES IN

LEGEND:

EXIST. ROW LINE		RIGHT OF WAY	R.O.W.
PROPERTY LINE		POINT OF COMMENCING	P.O.C.
LOT LINE		POINT OF BEGINNING	P.O.B.
FENCE LINE		BEGINNING OF PROJECT	B.O.P.
COMMON OWNERSHIP LINE		END OF PROJECT	E.O.P.
EASEMENT LINE		5/8" REBAR SET	
PARCEL NUMBER	85	W/ ALUMINUM DISK	IRS
EXISTING CENTERLINE		IRON PIPE FOUND	IP
PROPOSED CENTERLINE		IRON ROD FOUND	IRF
CENTERLINE	C.L.	"X" CUT ON CONCRETE	X

STATE OF TEXAS
REGISTERED
JAMES ARANDA
PROFESSIONAL
LAND SURVEYOR

A METES AND BOUNDS DESCRIPTION OF THIS SURVEY
DATE HEREWITH ACCOMPANIES THIS PLAT

JAMES ARANDA R.P.L.S. DATE: 10/8/03

Texas Department of Transportation

ARANDA AND ASSOCIATES, INC.
LAND SURVEYING AND MAPPING COMPANY

DISTRICT	PLAT OF SURVEY	COUNTY
PHARR	PARCEL 15-A	HIDALGO
		DATE OF SURVEY
ROW CSJ	PROJECT NAME	10-8-2003
1939-02-021	(FM 2061) JACKSON ROAD	DATE REVISED
		04-17-2007
ROW ACQUISITION		SHEET NO.

Parcel Name: PARCEL 15-A

North: 16580147.3689 East : 1078747.1162
Line Course: S 08-31-33 W Length: 38.03
North: 16580109.7591 East : 1078741.4781
Line Course: N 81-28-21 W Length: 109.60
North: 16580126.0111 East : 1078633.0897
Line Course: N 08-31-39 E Length: 38.03
North: 16580163.6206 East : 1078638.7289
Line Course: S 81-28-21 E Length: 109.60
North: 16580147.3687 East : 1078747.1173

Perimeter: 295.26 Area: 4,168 sq. ft. 0.10 acres

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0011 Course: S 81-28-24 E
Error North: -0.00016 East : 0.00109
Precision 1: 268,418.18

AI-49673 **Precinct #2** **20. C.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #

Department: COMM. PCT. #2

Information

CAPTION

Pct 2 Administration/Rd Maint (1200):
1. Approval of certification of revenue as certified by the County Auditor for revenues received from the City of San Juan for the Pct 2 Eldora & Sgt Treviño Rd Project ,Cesar Chavez Rd Project (Prg#105) and Moore Rd Project (Prg#104).
2. Approval of certification of revenue as certified by the County Auditor for revenue received from the RMA- Regional Mobility Authority for ROW Acquisition services provided to the RMA through an Interlocal Agreement approved by Commissioners Court 3/5/14.
3. Approval of 2015 appropriation of funds into Pct 2 Administration/Rd Maint in the amount of $147,336.10.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1200-431-00-122-00X-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds received from Hidalgo County RMA and City of San Juan for various projects involving interlocal agreements.

Request for Certification of Revenue was submitted to Auditor's Office 5/14/15.

Attachments

appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/15/2015 08:20 AM
Merlen P. Munoz	Merlen P. Munoz	05/15/2015 10:16 AM
Auditor's Office	Merlen P. Munoz	05/15/2015 10:48 AM
Merlen P. Munoz	Merlen P. Munoz	05/15/2015 10:55 AM
Auditor's Office	Merlen P. Munoz	05/15/2015 03:51 PM

Merlen P. Munoz	Merlen P. Munoz	05/15/2015 03:55 PM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Erika Zamora		Started On: 05/13/2015 05:35 PM
Final Approval Date: 05/15/2015		

DATE: May 19, 2015

DEPARTMENT HEAD: Commissioner Eddie Cantu

DEPARTMENT NAME: Hidalgo County Precinct #2 R&B

ACCOUNT NUMBER: 5-1200-431-00-122-00X-0-XXX

Contact Person: Erika Zamora Ph#: (956) 787-1891 ext. 2015

2015
Appropriation

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
5-1200-431-00-122-005-0- 531	Pct 2 Adm	Telephone	700.00
5-1200-431-00-122-005-0- 532	Pct 2 Adm	Wirless Devices	1,000.00
5-1200-431-00-122-006-0- 890	Pct 2 Rd Maint	Other	145,636.10
5-1200-341-60-122-000-0- 000	*R&B PCT 2- ROW SERVICES*		*28,880.00*
5-1200-337-00-122-009-0- 000	*R&B PCT 2-SAN JUAN-C CHVZ (1280 LF N 495)*		*15,000.00*
5-1200-337-00-122-008-0- 000	R&B PCT 2 SAN JUAN-MOORE (1260 LF E I RD)		*18,000.00*
5-1200-337-00-122-007-0- 000	*R&B PCT 2 SAN JUAN ELDORA&SGT TREVINO RD*		*85,456.10*
		TOTAL BUDGET INCREASE (DECREASE)	**147,336.10**

REASON: Appropriation of revenues received from Hidalgo County RMA and City of San Juan for various projects that involve interlocal agreements.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-49628 **Precinct #3** **21. A.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

1. Approval of Interlocal Cooperation Agreement between City of Mission and County of Hidalgo for road improvement project (Moorefield Rd. between 2 Mile Line and 3 Mile Line Rd)

2. Approval of ICA Project in accordance with Texas Government Code Section 791.014 to overlay (Moorefield Rd. between 2 Mile Line Rd. and 3 Mile Line Rd.)

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

From Interlocal:

County agrees to provide **all labor**, and **machinery necessary** to complete the Road improvements as described herein.

Prior to commencement of the Road Improvements by the County, the ***City agrees*** to provide **the purchase of asphalt material** necessary for the Road Improvements.

The parties agree that ***City*** shall have obligation hereunder to provide asphalt material for the Road Improvements described herein
not to exceed $106,990.00. Any and all other costs deemed necessary for the Road Improvements shall be paid by the County.

Attachments

ICA - City of Mission

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/12/2015 09:39 AM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM

Form Started By: Norma Ceballos Started On: 05/11/2015 02:48 PM

Final Approval Date: 05/15/2015

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF MISSION, TEXAS
AND THE COUNTY OF HIDALGO, TEXAS

THIS Agreement is made on this the _____ day of _____, 2015, by and between the **CITY OF MISSION, 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, Mission is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, City and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries;

WHEREAS, City and County desire to jointly undertake a road improvement project to overlay Moorefield Rd. between 2 Mile Line Rd and 3 Mile Line Rd.

WHEREAS, Moorefield Rd. forms a connecting link and integral part of the County and City road systems and the Road Improvements are in the best interest of the county and the city;

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't. Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act, and pursuant to the County Road and Bridge Act which authorizes counties to improve roadways within the limits of a city with the city's consent.

NOW, THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The parties agree to cooperate in making the necessary Road Improvements as described herein.

2. County agrees to provide all labor, and machinery necessary to complete the Road Improvements as described herein.

3. County will, to the extent reasonably possible, follow the County's standard specifications in overlay improvements unless otherwise agreed in writing by both parties.

4. Prior to commencement of the Road Improvements by the County, the City agrees to provide the purchase of asphalt material necessary for the Road Improvements.

5. The parties agree that City shall have obligation hereunder to provide asphalt material for the Road Improvements described herein not to exceed $106,990.00. Any and all other costs deemed necessary for the Road Improvements shall be paid by the County.

6. The parties agree that City and County will each inspect and accept the Road prior to declaring such work as completed.

7. County and City will coordinate work schedules in order to provide for minimal disruption to the public and to the operational and fiscal affairs of the parties and will complete the road improvements no later than 90 days from execution of the contract.

8. City, pursuant to Tex. Tans. Code § 251.012, authorized County to perform the work described herein.

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

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

11. **Entire Agreement**. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This

Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

12. **Texas Law to Apply**. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Mission:	City of Mission Attention: Mayor Norberto Salinas 1201 E. 8th Street Mission, Texas 78572
If to County:	County of Hidalgo Attention: County Judge Ramon Garcia P.O. Box 758 Edinburg, Texas 78540-0758
With copy to:	Commissioner, Precinct No.3 P.O. Box 607 Mission, Texas 78572

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

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

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

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

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

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

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

20. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

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

THE CITY OF MISSION

_____
Norberto Salinas, Mayor

ATTEST:

_____
City Secretary

COUNTY OF HIDALGO

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project whereby City and County desire to jointly undertake a road improvement project to overlay Moorefield Road between 2 Mile Line Road and 3 Mile Line Road through an Interlocal Cooperation Agreement to be entered into with Hidalgo County and City of Mission, Texas.

By vote on_____ 2015, 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-49675 **Precinct #4** **22. A.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Resolution in honor of Gloria Ann Beltran for 38 years of service to Hidalgo County.

BACKGROUND

Fiscal Impact

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/14/2015 08:22 AM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM

Form Started By: Monica Badillo Started On: 05/14/2015 08:20 AM

Final Approval Date: 05/15/2015

RESOLUTION IN HONOR OF GLORIA ANN BELTRAN
FOR 38 YEARS OF SERVICE

WHEREAS, Ms. Gloria Ann Beltran is being honored for her exceptional work and dedication to the County of Hidalgo after serving with distinction and integrity for the past 38 years; and

WHEREAS, she was born in 1954 to Pedro and Elena Beltran. A lifelong Edinburg resident, Ms. Beltran is a 1974 graduate of Edinburg High School. Ms. Beltran is the eldest of five siblings and has five children of her own: Michelle, Nestor Jr., Amanda, Aaron, and Nadia; and

WHEREAS, Ms. Beltran began her career with Hidalgo County in 1976, serving eight commissioners within three precincts and holding several titles during her long and dedicated career with the county; and

WHEREAS, she worked for Commissioner Ramiro Cavazos in Precinct 1 (1977-1984), Commissioner Felix Martinez in Precinct 3 (1975-1980), and two Commissioners in Precinct 4: Commissioner J.R. Ponce (1975-1982), Leonard Camarillo (1983-1987); and

WHEREAS, in 1988 she was hand-picked to work with Commissioner Norberto Salinas in Precinct 3. By 1997 she was a personnel manager for Commissioner Juan Rosel in Precinct 3 and later went on to work as an administrative assistant for Commissioner Oscar Garza in Precinct 4. Ms. Beltran served as Executive Assistant IV for Precinct 4 Commissioner Joseph Palacios from 2011 until her retirement in February 2015; and

WHEREAS, after serving for 38 years, Ms. Beltran looks forward to spending more time with her family, including her parents, five children and three grandchildren. As an active member of Sacred Heart Catholic Church, Ms. Beltran will be volunteering her time to the Church's administrative department. She also looks forward to traveling; Ms. Beltran will make a pilgrimage to Rome for 13 days as a member of the Sacred Heart Guadalupana Society.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners Court hereby recognizes and honors Gloria Beltran for her outstanding service, dedication, and commitment during 38 years of service to the community and the citizens of Hidalgo County, and on this day wishes her a long, healthy and fruitful retirement.

Dated this 19th day of May 2015.

RAMON GARCIA
County Judge

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

EDUARDO "EDDIE" CANTU
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct.3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-49660 **Precinct #4** **22. B.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COMM. PCT. #4

Information

CAPTION

1. Approval of Interlocal Cooperation Agreement between Hidalgo County and Edinburg CISD for parking lot paving projects known as Stadium Paving Project

2. Approval of ICA Project in accordance with Texas Government Code Section 791.014 for parking lot paving projects known as Stadium Paving Project

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

From Interlocal:

1. District agrees to utilize County materials and equipment to accomplish the Work and **County agrees to perform the Work** in accordance with the specifications prepared by SDI Engineers, LLC. County is projecting the amount stated in numbered paragraph 4 based on County's cost for equipment, material and manpower to complete the Work. County's cost for equipment and material are stated on Exhibit B attached hereto.

4. ECISD within ten (10) days from approval and execution of this Agreement shall **deposit with County** the sum of Eight Hundred Forty Three Thousand Nine Hundred Two and 00/1 O0ths Dollars (**$843,902.00**) for the projected costs of County materials, equipment and man power to accomplish the Work.

Attachments

agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/13/2015 11:53 AM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM

Form Started By: Monica Badillo Started On: 05/13/2015 11:46 AM

Final Approval Date: 05/15/2015

STATE OF TEXAS §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY AND EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

THIS Agreement is made on this the ___ day of _____, 2015 by and between **HIDALGO COUNTY, TEXAS**, hereinafter referred to as "County" and **EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT** hereinafter referred to as "District", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

W I T N E S S E T H:

WHEREAS, County is a county created in Texas;

WHEREAS, District is an independent school district;

WHEREAS, County desires to assist District in certain parking lot paving projects known as the Stadium Paving Project more particularly described on Exhibit A attached hereto in which both the District and the County would benefit from the outcome of the work (the "Work");

NOW, THEREFORE, District and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. District agrees to utilize County materials and equipment to accomplish the Work and County agrees to perform the Work in accordance with the specifications prepared by SDI Engineers, LLC. County is projecting the amount stated in numbered paragraph 4 based on County's cost for equipment, material and manpower to complete the Work. County's cost for equipment and material are stated on Exhibit B attached hereto.

2. County is further projecting the amount stated in numbered paragraph 4 herein based on at the current hourly rates for County individuals required to complete the Work. Hourly rates include all benefits and other costs associated with the employment of each such individual required to complete the Work. County's hourly rates for labor of each individual performing the Work are stated on Exhibit C attached hereto.

3. The parties agree that all other costs associated with the Work other than materials, equipment and County manpower shall be the responsibility of District in their entirety.

4. ECISD within ten (10) days from approval and execution of this Agreement shall deposit with County the sum of Eight Hundred Forty Three Thousand Nine Hundred Two and 00/100ths Dollars ($843,902.00) for the projected costs of County materials, equipment and man power to accomplish the Work.

5. **Term**. The term of this Agreement commences on execution of this Agreement by all parties hereto and the Work shall be completed on or before August 1, 2015 provided District issues a notice to proceed with the Work to County on or before July 1, 2015.

6. Within sixty (60) days of completion of the Work County shall determine County's actual cost of materials, equipment and manpower utilized by County in completing the Work. If County determines County's cost is in excess of the amount stated in numbered paragraph 4 hereof, the County shall invoice District for such excess and District shall pay County such excess within thirty (30) days from the date of such invoice, if any.

7. Upon a change in cost for manpower, equipment or materials, the County shall notify District within ten (10) working days for any on-going Work. The parties agree that all other costs associated with the Work shall be the responsibility of District in their entirety.

8. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other, provided however if ECISD terminates this Agreement ECISD shall pay County the cost of the materials, equipment and labor incurred by County through the date of termination.

9. **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 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 times such conflict exists.

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

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

in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the District and County and not otherwise.

12. **Texas Law to Apply**. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to District:	Edinburg Consolidated Independent School District Attention: René Gutiérrez, Ed. D., Superintendent 411 N. 8th Avenue Edinburg, Texas 78541
If to County:	Hidalgo County Attention: Ramon Garcia, County Judge 302 W. University Drive Edinburg, Texas 78540-0758
With copy to:	Hidalgo County Commissioner Pct. 4 Attention: Joseph Palacios, Commissioner 1102 N. Doolittle Road Edinburg, Texas 78539

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

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

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

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

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

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

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

20. **Governmental Purpose**. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

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

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: _____
Robert Pena, Jr., Board President

HIDALGO COUNTY

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUEZ, LLP

By:
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

EXHIBIT A

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, County desires to assist District in certain parking lot paving projects known as the Stadium Paving Project more particularly described on Exhibit A attached hereto in which both the District and the County would benefit from the outcome of the work (the "Work") located within the corporate limits of City of Edinburg, Texas.

By vote on_____ 2015, the Hidalgo County Commissioners Court has approved the Road project identified above.

_____
By: Ramon Garcia, County Judge

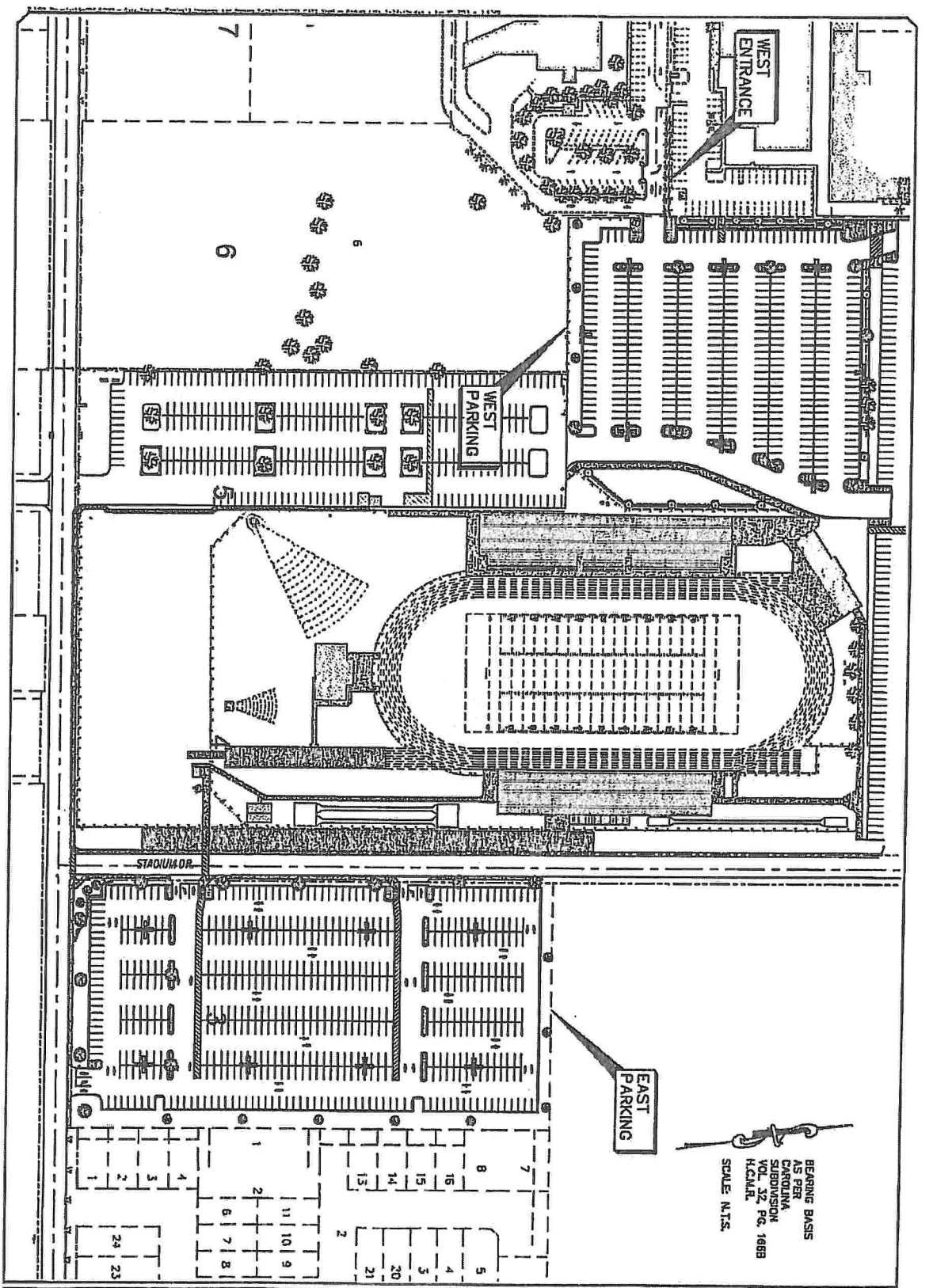
ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: _____
Stephen L. Crain



NOT FOR CONSTRUCTION

SDI ENGINEERING, LLC

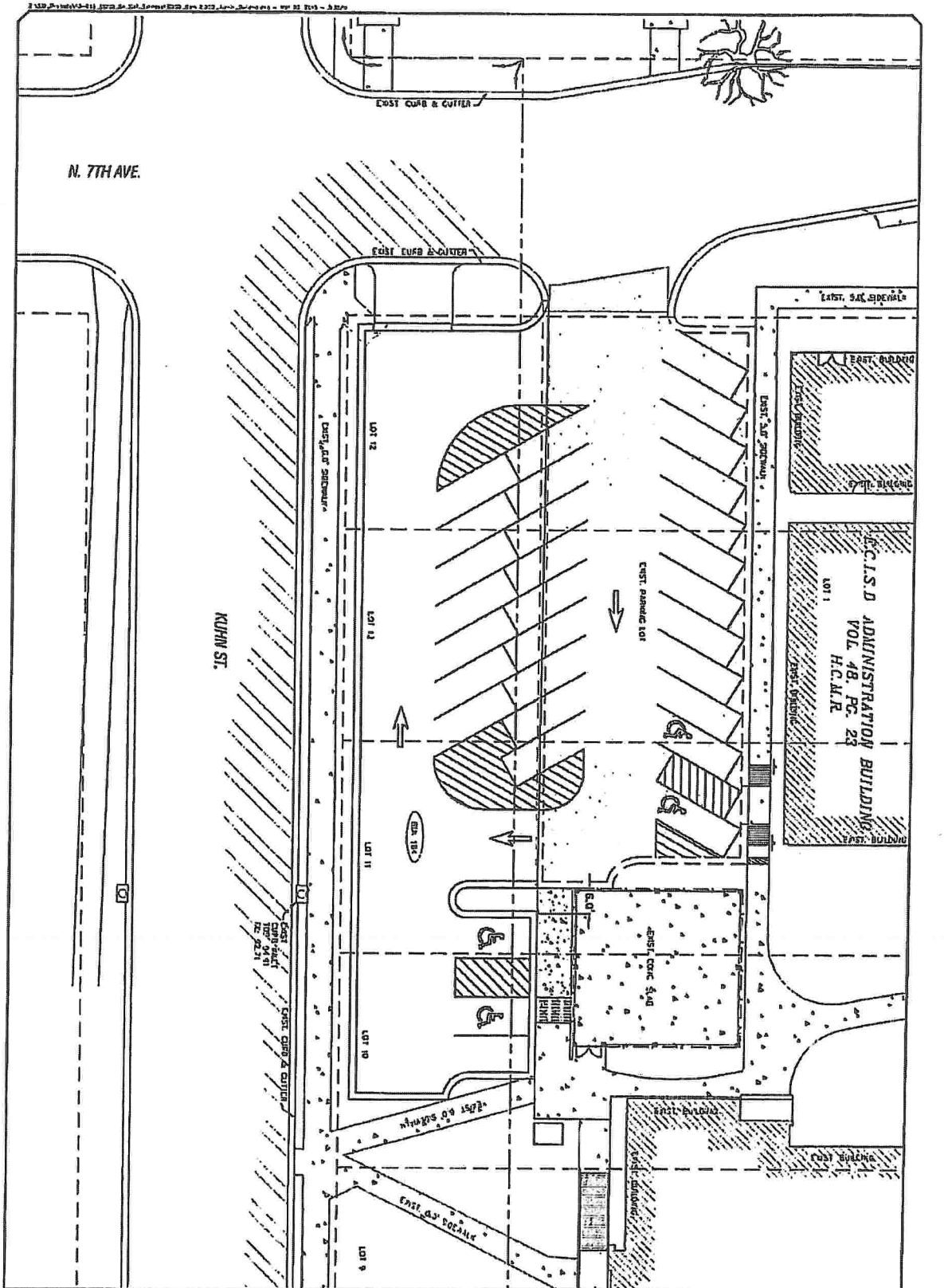
CIVIL • TRANSPORTATION • PLANNING • STORMWATER

E.C.I.S.D. STADIUM DAWSON DRIVE
PARKING LOT MASTER PLAN

EXHIBIT A

1092

EXH-B



1 OF 1	NOT FOR CONSTRUCTION	SDI ENGINEERING, LLC CIVIL • TRANSPORTATION • PLANNING • STORMWATER	E.C.I.S.D. KUHN PARKING LOT IMPROVEMENTS

EXHIBIT
A
2022

tabbies

COMMISSIONER JOSEPH PALACIOS
Hidalgo County Precinct No. 4
Project: Road and Bridge Cost Break Down

Location: ECISD
Date: 5/1/2015
Estimator: Roman Rodriguez, Road and Bridge Director

IN-HOUSE CONSTRUCTION COSTS

Item	Description	Qty.	Unit	Unit Cost	Total
	Equipment Costs				
1	*Motorgrader*	1	hourly	$70.00	
2	*Pnuematic Roller*	1	hourly	$29.00	
3	*Vibratory Roller*	1	hourly	$25.00	
4	*Water Truck*	1	hourly	$31.00	
5	*Backhoe*	1	hourly	$38.00	
6	*Paver*	1	hourly	$140.00	
7	*Dump Trucks*	6	hourly	$75.00	
8	*Loader*	1	hourly	$38.00	
9	Excavator	1	hourly	$140.00	
10					
11	**Materials Costs**				
12	Hot Mix	1	Ton	$58.50	
13	Caliche	1	Ton	$2.50	
14	Caliche Hauling	1	Ton	$4.50	
15	MS-1 Oil	1	Gallon	$3.00	

EXHIBIT
tabbies
B

COMMISSIONER JOSEPH PALACIOS
Hidalgo County Precinct No. 4
Project: Road and Bridge Cost Break Down

Location: ECISD
Date: 5/1/2015
Estimator: Roman Rodriguez, Road and Bridge Director

IN-HOUSE CONSTRUCTION COSTS

Item	Description	Qty.	Unit	Unit Cost	Total
1	Labor Costs				
2	*Motorgrader Operator*		hourly	$29.15	
3	*Pnuematic Roller Operator*		hourly	$18.20	
4	*Vibratory Roller Operator*		hourly	$21.56	
6	*Water Truck Operator*		hourly	$20.48	
7	*Backhoe Operator*		hourly	$29.15	
8	*Paver Operator*		hourly	$29.15	
9	*Dump Trucks Drivers*		hourly	$20.48	
10	*Labor/ Flagmen / Pipe layers*		hourly	$19.73	
11	*Excavator Operator*		hourly	$29.15	
12	*Loader Operator*		hourly	$21.56	
13					
14					
15					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					

EXHIBIT
C

AI-49684 **Precinct #4** **22. C.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Joe Alex Ochoa, COMM. PCT. #4

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: COMM. PCT. #4

Information

CAPTION

Approval of Corrected Right of Way Deed - Trenton Drain Project - Parcel 15 to reflect the correct legal description acreage as 0.21 of an acre tract of land out of Lot 2, Block 54, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas

BACKGROUND

CC mtg. 8/27/13 - AI# 40304 - purchase of tract
CC mtg. 8/20/13 - Executive Session

UCP funds - GLO Projects (6536-94-0100-5500-9403)

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

$998.54 - UCP funds
(settlement charges to title company)

Attachments

deed
memo

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/14/2015 11:52 AM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM

Form Started By: Monica Badillo Started On: 05/14/2015 11:13 AM
Final Approval Date: 05/15/2015

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv Unins
4. ☐ VA 5. ☐ Conv Ins. 6. ☐ Seller Finance

6. File Number	7. Loan Number	8. Mortgage Ins Case Number
139736		

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower	E. Name & Address of Seller	F. Name & Address of Lender
The County of Hidalgo, Texas **1051 N. Doolittle Rd** **Edinburg, TX 78542**	**Leopoldo Alvarez** **2607 Iris Drive** **San Juan , TX 78589**	,

G. Property Location	H. Settlement Agent Name	
Alamo Land And Sugar Company, Lot 2, Block 54, a 0.21 ac, Hidalgo County **Parcel# 15** **, TX**	**Valley Land Title Co.** **6013 N. 10th Street** **McAllen, TX 78504 Tax ID: 20-4064406**	
	Place of Settlement **Valley Land Title Company** **217 W. Cano** **Edinburg, TX 78539**	I. Settlement Date **1/21/2015** Fund:

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		**400. Gross Amount Due to Seller**	
101. Contract Sales Price		401. Contract Sales Price	
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	**$998.54**	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106. City property taxes		406. City property taxes	
107. County property taxes		407. County property taxes	
108. Annual assessments		408. Annual assessments	
109. School property taxes		409. School property taxes	
110. Water District Taxes		410. Water District Taxes	
111. HOA Dues		411. HOA Dues	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	**$998.54**	**420. Gross Amount Due to Seller**	**$0.00**
200. Amounts Paid By Or in Behalf Of Borrower		**500. Reductions in Amount Due to Seller**	
201. Deposit or earnest money		501. Excess Deposit	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204. Loan Amount 2nd Lien		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. City property taxes		510. City property taxes	
211. County property taxes		511. County property taxes	
212. Annual assessments		512. Annual assessments	
213. School property taxes		513. School property taxes	
214. Water District Taxes		514. Water District Taxes	
215. HOA Dues		515. HOA Dues	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	**$0.00**	**520. Total Reduction Amount Due Seller**	**$0.00**
300. Cash At Settlement From/To Borrower		**600. Cash At Settlement To/From Seller**	
301. Gross Amount due from borrower (line 120)	**$998.54**	601. Gross Amount due to seller (line 420)	**$0.00**
302. Less amounts paid by/for borrower (line 220)	**$0.00**	602. Less reductions in amt. due seller (line 520)	**$0.00**
303. Cash From Borrower	**$998.54**	**603. Cash Seller**	**$0.00**

L. Settlement Charges			
700. Total Sales/Broker's Commission based on price	**$0.00**	**@ % = $0.00**	Paid From Borrower's Funds at Settlement / Paid From Seller's Funds at Settlement
Division of Commission (line 700) as follows:			
701.	to		
702.	to		
703. Commission Paid at Settlement			**$0.00** / **$0.00**
704. The following persons, firms or	to		
705. corporation s received a portion	to		
706. of the real estate commission amount	to		
707. shown above:	to		
800. Items Payable in Connection with Loan			
801. Loan Origination Fee %	to		
802. Loan Discount %	to		
803. Appraisal Fee	to		
804. Credit Report	to		
805. Lender's Inspection Fee	to		
806. Mortgage Insurance Application	to		
807. Assumption Fee	to		
900. Items Required by Lender To Be Paid in Advance			
901. Interest from **1/21/2015** to **2/1/2015** @ **$0**/day			
902. Mortgage Insurance Premium for months	to		
903. Hazard Insurance Premium for years	to		
1000. Reserves Deposited With Lender			
1001. Hazard insurance	months @	per month	
1002. Homeowner's insurance	months @	per month	
1003. Mortgage insurance	months @	per month	
1004. County property taxes	months @	per month	
1005. Annual assessments	months @	per month	
1006. School property taxes	months @	per month	
1007. Water District taxes	months @	per month	
1008. HOA Dues	months @	per month	
1011. Aggregate Adjustment			
1100. Title Charges			
1101. Settlement or closing fee	to		
1102. Abstract or title search	to		
1103. Title examination	to		
1104. Title insurance binder	to		
1105. Document preparation	to **L. G. "Jerry" Canales**		**$325.00**
1106. Notary fees	to		
1107. Attorney's fees	to		
(includes above items numbers:)			
1108. Title insurance	to **Valley Land Title Company**		**$238.00**
(includes above items numbers:)			
1109. Lender's coverage	**$0.00/$0.00** .		
1110. Owner's coverage	**$5,600.00/$238.00**		
1111. Escrow fee	to **Valley Land Title Company**		**$300.00**
1112.	to		
1113. Tax Service Fee	to **Hidalgo County Property Tax Service**		**$59.54**
1200. Government Recording and Transfer Charges			
1201. Recording Fees	Deed **$38.00** ; Mortgage ; Rel **$38.00**	to **Valley Land Title Company**	**$76.00**
1202. City/county tax/stamps	Deed ; Mortgage	to	
1203. State tax/stamps	Deed , Mortgage	to	
1204.	to		
1300. Additional Settlement Charges			
1301. Survey	to		
1302. Pest Inspection	to		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			**$998.54**

SOLICITATION

You are required by law to provide VALLEY LAND TITLE CO. with your correct taxpayer identification number. If you do not provide VALLEY LAND TITLE CO. with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

SUBSTUTITE FORM 1099 SELLER STATMENT

The information contained in blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, on lines 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTIONS

If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040).

Seller understands the closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guaranty the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement. Seller understands that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others, or estimates for current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct. The undersigned herby authorizes VALLEY LAND TITLE CO. to make expenditures and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan funds, if applicable, in the amount shown above and receipt of a copy of this Statement.

*Note: Interest on existing liens is figured to the date indicated. If not paid by then, additional interest will have to be collected and your statement will be adjusted to have sufficient funds to secure release from the lien holder.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

The County of Hidalgo County, Texas

By: _____
Valde Guerra, Executive Officer

_____
Leopoldo Alvarez

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

_____ _____
Settlement Agent Date

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Charge to VLTC
GF: 139736/SV

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER 'S LICENSE NUMBER.

Parcel: #15
CORRECTION
RIGHT OF WAY DEED

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

That, LEOPOLDO ALVAREZ, owning, claiming and occupying other property as homestead, 2607 Iris Drive, San Juan of the County of Hidalgo, State of Texas 78589, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of FIVE THOUSAND SIX HUNDRED AND NO/100 DOLLARS ($5,600.00) and other good and valuable consideration to Grantors in hand paid by the County of Hidalgo, Texas, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Sell and Convey unto THE COUNTY OF HIDALGO, TEXAS all that certain tract or parcel of land in Hidalgo County, Texas, being a 0.21 of an acre tract of land, more or less, out of Lot 2, Block 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas, and according to General Warranty Deed recorded under County Clerk's Document Number 1887992, Official Records, Hidalgo County, Texas. Said 0.21 acre tract of land being more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

SUBJECT TO THE FOLLOWING:

1. **Visible and apparent easements not appearing of record;**
2. **Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and**
3. **Easements, rights of way, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments (other than liens and conveyances) presently of record in the Official Public Records of Hidalgo County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.**

SAVE AND EXCEPT:
Grantor reserves 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 Grantee 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 ourselves, our 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.

This deed is made as a correction deed in substitution of the deed titled "Right of Way Deed" ("Corrected Deed") dated May 5, 2014 and recorded under Instrument No. 2014-2521636 in the Office of the County Clerk of Hidalgo County, Texas, to correct the following incorrect information: the legal description incorrectly stated and described the Property as "a 0.153 of an acre tract of land out of Lot 2, Block 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas," when it should have stated the acreage as a "0.21 of an acre tract of land out of Lot 2, Block 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas" as is described in this Correction Deed. Other than the stated correction, this deed is intended to restate in all respects the Corrected Deed, and the effective date of this correction deed relates back to the effective date of the Corrected Deed.

IN WITNESS WHEREOF, this instrument is executed on this the 21st day of January, 2015.

LEOPOLDO ALVAREZ

ACCEPTED BY:

THE COUNTY OF HIDALGO, TEXAS

By: _____
VALDE GUERRA, Executive Officer

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on March 25, 2015 by **LEOPOLDO ALVAREZ.**

SONIA VILLARREAL
Notary Public
STATE OF TEXAS
My Comm. Exp. 07-11-2015

NOTARY PUBLIC - STATE OF TEXAS

STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this personally appeared **VALDE GUERRA, Executive Officer of THE COUNTY OF HIDALGO, TEXAS** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2015.

Notary Public, State of Texas

AFTER RECORDING RETURN TO :
THE COUNTY OF HIDALGO, TEXAS
1051 N. Doolittle
Edinburg, Texas 78542

PREPARED IN THE LAW OFFICE OF:
L.G. 'JERRY' CANALES
217 W. Cano
Edinburg, Texas 78539
File No.: 139736

METES AND BOUNDS

HIDALGO COUNTY PRECINCT No.4
SAN CARLOS DRAINAGE IMPROVEMENTS
TRENTON DRAIN
PARCEL: No.15
OWNER: BERTA MARTINEZ

A 0.21 OF AN ACRE TRACT OF LAND OUT OF LOT 2, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1887992, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A POINT FOR THE SOUTHWEST CORNER OF LOT 2 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°31'51"E, ALONG THE WEST LINE OF LOT 2, A DISTANCE OF 54.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°28'09"E, A DISTANCE OF 170.73 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF THE ARMANDO CASTRO TRACT (A 5.176 ACRE TRACT OUT OF LOT 2, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1749143, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) FOR THE NORTHEAST CORNER OF THIS TRACT.

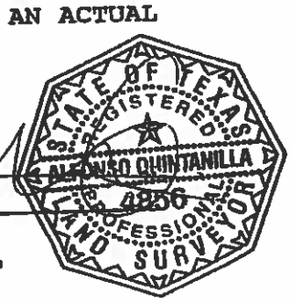
THENCE; S 08°31'51"W, ALONG THE WEST LINE OF THE ARMANDO CASTRO TRACT, A DISTANCE OF 54.00 FEET TO A POINT ON THE SOUTH LINE OF LOT 2 FOR THE SOUTHWEST CORNER OF SAID TRACT AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°28'09"W, ALONG THE SOUTH LINE OF LOT 2, A DISTANCE OF 170.73 FEET (DEED RECORD: 174.20 FEET) TO THE POINT OF BEGINNING AND CONTAINING 0.21 OF AN ACRE OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH ALAMO ESTATES UNIT No.2, RECORDED IN VOLUME 30, PAGE 153, MAP RECORDS, HIDALGO COUNTY, TEXAS.

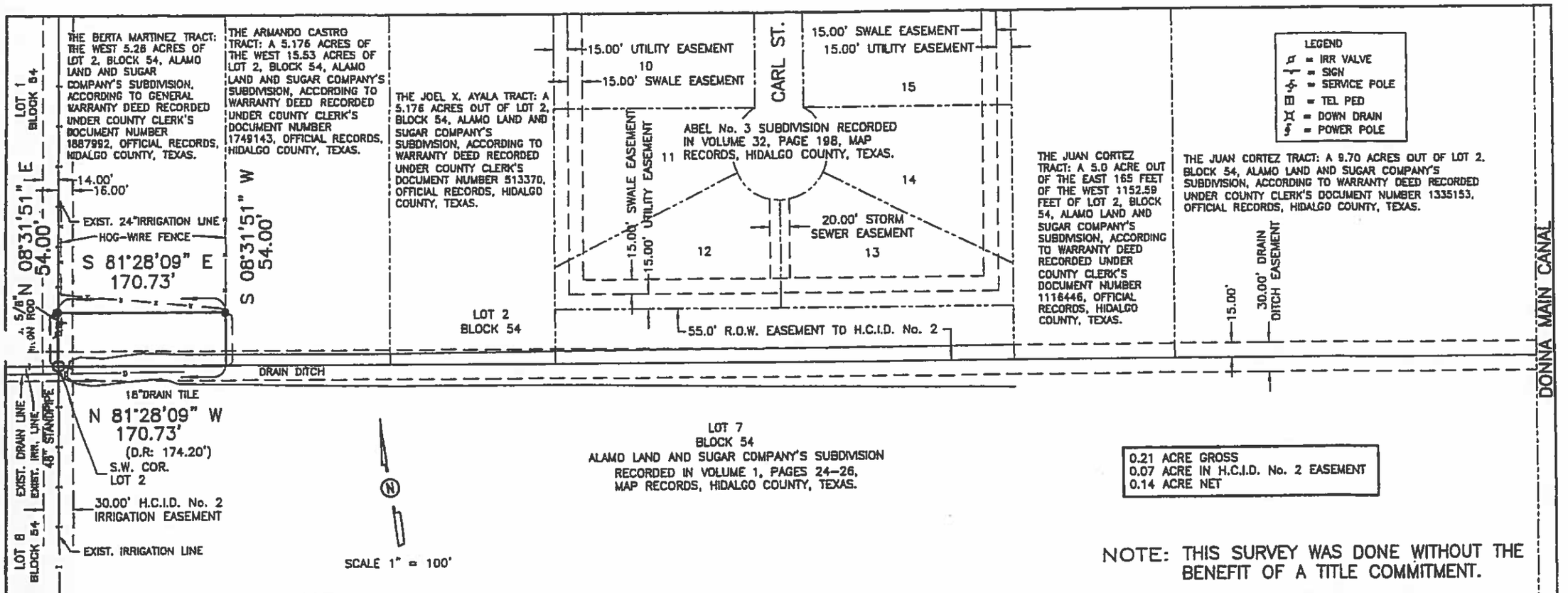
THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.



DATE PREPARED: September 11, 2009

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856



0.21 ACRE GROSS
0.07 ACRE IN H.C.I.D. No. 2 EASEMENT
0.14 ACRE NET

NOTE: THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

FLOOD ZONE DESIGNATION: ZONE "C"
AREAS OF MINIMAL FLOODING.
COMMUNITY-PANEL NUMBER 480334 0425 C
MAP REVISED: NOVEMBER 16, 1982

BEARINGS SHOWN ON THIS SURVEY PLAT ARE IN ACCORDANCE WITH ALAMO ESTATES UNIT No. 2 RECORDED IN VOLUME 30, PAGE 153, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

STATE OF TEXAS REGISTERED ALFONSO QUINTANILLA JR. 4856 SURVEYOR

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR

HIDALGO COUNTY PRECINCT No. 4
SAN CARLOS DRAINAGE IMPROVEMENTS PROJECT
RENTON DRAIN DITCH
PARCEL No. 15

NOTE:
● = SET 1/2" x 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 UNLESS OTHERWISE NOTED.

VOL. 1 PAGES 24-26
SURVEYED SEPTEMBER 11, 2009
ADDRESS
OWNER
JOB No.

PLAT SHOWING

A 0.21 OF AN ACRE TRACT OF LAND OUT OF LOT 2, BLOCK 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1887992, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

DATE: **January 21, 2015**

TO: SELLER: **LEOPOLDO ALVAREZ**

BUYER: **THE COUNTY OF HIDALGO, TEXAS**

FROM: **VALLEY LAND TITLE CO.**

PROPERTY: **A 0.21 of an acre tract of land, more or less, out of Lot 2, Block 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas, and according to General Warranty Deed recorded under County Clerk's Document Number 1887992, Official Records, Hidalgo County, Texas. Said 0.21 acre tract of land being more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.**

This is to give you notice that VALLEY LAND TITLE CO. has a business relationship with HIDALGO COUNTY PROPERTY TAX SERVICE. The shareholders of VALLEY LAND TITLE CO. composes a majority of the shareholders of HIDALGO COUNTY PROPERTY TAX SERVICE. Because of this relationship, this referral may provide VALLEY LAND TITLE CO. a financial or other benefit. HIDALGO COUNTY PROPERTY TAX SERVICE is contracted to obtain tax information and guarantee taxes to VALLEY LAND TITLE CO. on all real estate related closings.

HIDALGO COUNTY PROPERTY TAX SERVICE will charge $55.00 for the first tax account and $20.00 for each additional tax account from the various taxing authorities, plus tax. **THERE MAY BE OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES OR YOU MAY SECURE TAX CERTIFICATES FROM THE VARIOUS TAXING AUTHORITIES ON YOUR OWN AND DELIVER THEM TO VALLEY LAND TITLE CO. THE NORMAL FEE PAID TO EACH TAXING AUTHORITY IS $10.00 FOR EACH TAX ACCOUNT AND THERE ARE USUALLY 2 TO 4 TAXING AUTHORITIES TAXING YOUR PROPERTY. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

I/WE HAVE READ THIS DISCLOSURE FORM, AND UNDERSTAND THAT VALLEY LAND TITLE CO. IS REFERRING ME/US TO HIDALGO COUNTY PROPERTY TAX SERVICE AND MAY RECEIVE A FINANCIAL OR OTHER BENEFIT AS THE RESULT OF THIS REFERRAL.

I __X__ prefer to use HIDALGO COUNTY PROPERTY TAX SERVICE ___ PREFER TO OBTAIN TAX CERTIFICATES ON MY OWN AND AGREE TO DELIVER THE SAME TO VALLEY LAND TITLE CO. PRIOR TO CLOSING.

SELLER:

LEOPOLDO ALVAREZ

BORROWER:

THE COUNTY OF HIDALGO, TEXAS

BY: _____

VALDE GUERRA, Executive Officer

NO PRORATION AGREEMENT

WHEREAS, **LEOPOLDO ALVAREZ,** hereinafter referred to as **SELLER** has this day sold to **THE COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as **PURCHASER,** the following described property, to-wit:

A 0.21 of an acre tract of land, more or less, out of Lot 2, Block 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas, and according to General Warranty Deed recorded under County Clerk's Document Number 1887992, Official Records, Hidalgo County, Texas. Said 0.21 acre tract of land being more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

SELLER and **PURCHASER** acknowledge that taxes will not be prorated through the date of closing and **SELLER** shall be fully and solely responsible for taxes for the year **2015** through the date of closing.

EXECUTED at Edinburg, Texas, this 21st day of January, 2015.

SELLER

LEOPOLDO ALVAREZ

BUYER

THE COUNTY OF HIDALGO, TEXAS

BY: _____
VALDE GUERRA, Executive Officer

L. G. 'JERRY' CANALES

ATTORNEY AT LAW
217 W. Cano, Edinburg, Texas 78539
(956) 383-2708

ATTORNEY REPRESENTATION AND FEE LETTER

The legal documents needed for this closing have been prepared by the law office of L.G. 'JERRY' CANALES. The legal fees for preparation of the documents are based on the customary fees charged for document preparation in similar transactions. Mr. Canales has undertaken to prepare documents only, and has not in any way undertaken to assist or advise the seller or buyer about this transaction or the documents executed in connection with it.

All documents were prepared by Mr. Canales based on information provided to him by third parties (e.g. the earnest money contract, title commitment and loan closing instructions), and he has not made any independent effort to verify this information.

Mr. Canales may have prepared the legal documents for both seller and buyer and may also have given legal advice to Valley Land Title Company concerning this transaction. Under the strict rules which lawyers must follow to avoid conflicts of interest, he has determined that he would be able to prepare the documents in such a case.

We agree to pay the fees charged by Mr. Canales for document preparation as shown on the closing statement and acknowledge that we have been given the opportunity to have our own attorney review the documentation.

SELLER:

LEOPOLDO ALVAREZ

BUYER:

THE COUNTY OF HIDALGO, TEXAS

By: **VALDE GUERRA, Executive Officer**

Date: January 21, 2015
GF#139736

WAIVER OF INSPECTION

PLEASE SIGN & RETURN THIS WAIVER

GF NO: **139736**

TO: **VALLEY LAND TITLE CO.**

AGENT FOR: **ALLIANT NATIONAL TITLE INSURANCE COMPANY**

Gentlemen:

I/We, **THE COUNTY OF HIDALGO, TEXAS**, has this day purchased from **LEOPOLDO ALVAREZ** the following described property in Hidalgo County, Texas, to-wit:

A 0.21 of an acre tract of land, more or less, out of Lot 2, Block 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas, and according to General Warranty Deed recorded under County Clerk's Document Number 1887992, Official Records, Hidalgo County, Texas. Said 0.21 acre tract of land being more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

I/We waive inspection and hereby accept a policy showing the exception "Right of Parties in Possession".

EXECUTED on _____, 2015.

BUYER:

THE COUNTY OF HIDALGO, TEXAS

_____

VALDE GUERRA, Executive Officer

BUYER'S ACCEPTANCE OF DEED

The undersigned Buyer hereby accepts and consents to the form of Deed attached hereto including, but not limited to, the provision(s) concerning title exceptions contained therein, and acknowledges that same is in conformity with Buyer's intent, and the terms and provisions of same shall control in the event of any conflict of the contract Buyer has signed regarding the property described in the attached Deed.

BUYER:

THE COUNTY OF HIDALGO, TEXAS

BY: _____
VALDE GUERRA, Executive Officer

DATED: January 21, 2015

NOTIFICATION OF TAXING AUTHORITIES

GF#139736

RE: **A 0.21 of an acre tract of land, more or less, out of Lot 2, Block 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas, and according to General Warranty Deed recorded under County Clerk's Document Number 1887992, Official Records, Hidalgo County, Texas. Said 0.21 acre tract of land being more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.**

Please be advised that tax statements will continue to be sent to the previous owner. In order for tax statements to be sent to you, upon receipt of the recorded Warranty Deed which is mailed to you directly from the Hidalgo County Clerk's office, you need to take it to the following office so that they can change their records accordingly:

Hidalgo County Appraisal District
4405 S. Professional Drive
Edinburg, Texas 78539
www.HIDALGOAD.ORG

This information will also need to be given to any Water District which affects the property.

PLEASE NOTE THAT IT IS THE NEW OWN[illegible] RESPONSIBILITY TO NOTIFY THE APPRAISAL DISTRICT AND WATER DISTRICT OF THE CHANGE [illegible]RSHIP. FAILURE TO DO SO MAY RESULT IN PENALTY AND INTEREST CHARGES BEING ADDED TO [illegible]AX STATEMENTS FOR LATE PAYMENT.

COMPLETE

The undersigned hereby acknowledges receipt of this notice on _____, 2015.

BUYER:

THE COUNTY OF HIDALGO, TEXAS

BY: _____
VALDE GUERRA, Executive Officer

NOTICE TO PURCHASERS
DEED RESTRICTIONS

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

The real property described below, which you are purchasing is subject to deed restrictions recorded in Hidalgo County, Texas as set out in Schedule B of the Title Commitment.

A 0.21 of an acre tract of land, more or less, out of Lot 2, Block 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas, and according to General Warranty Deed recorded under County Clerk's Document Number 1887992, Official Records, Hidalgo County, Texas. Said 0.21 acre tract of land being more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

The undersigned acknowledge that they have been furnished with a copy of said restrictive covenants and further acknowledge that we have been furnished with a copy of the Owner's Title Policy Commitment.

We further acknowledge that we have been advised that if there are any matter in either the restrictive covenants or the Owner's Title Policy Commitment which we do not understand, that we should seek legal counsel of our own choosing for an explanation of the legal significance and effect that these matters may have on our property.

We agree that the owner's Title Policy, which will be issued by Valley Land Title Company, covering the above described real property will be issued on the promulgated Texas Form which contains the standard printed exceptions and those special exceptions set out on Schedule B of the above referenced Owner's Title Policy Commitment.

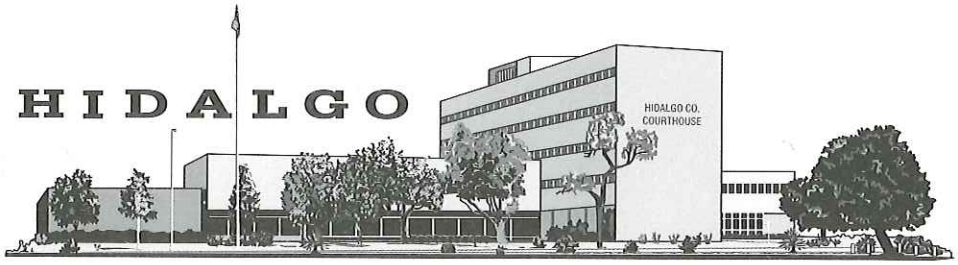
BUYER:

THE COUNTY OF HIDALGO, TEXAS

BY: _____
VALDE GUERRA, Executive Officer

Date: January 21, 2015

COUNTY of HIDALGO
JOSEPH PALACIOS
1051 N. DOOLITTLE RD.
EDINBURG, TEXAS 78542
OFFICE: (956) 383-3112
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. NO. 4

MEMORANDUM

To: Mr. Valde Guerra, Hidalgo County Executive Officer

From: Joe Ochoa, Precinct 4 Right of Way Agent

Date: May 14, 2015

Re: Closing Documents

Mr. Guerra,

Please find enclosed a settle statement for parcel 15 of the Trenton Drainage Project. This parcel has been paid out; however, we had to do a correction deed with the title company so we can get a title policy as it was recorded with the wrong legal description. It appears, Mr. Joe Pena, had the drain re-surveyed in 2012 to reflect a 0.153 acre of a tract and was submitted to the title company with this legal description for closing. As previously mentioned, the title company had to do a correction deed to reflect the correct legal description done in 2009 that reflects a 0.21 acre of a tract. Please note, some forms do require that they be notarized. There are no additional monies that have to be paid to the property owners. Please contact me at (956) 383-3112 or (956) 648-1245 with any questions or concerns.

Sincerely,

Joe Ochoa

AI-49616 **Budget and Management** **23. A.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Rey Salazar, BUDGET & MANAGEMENT

Submitted By: Marianella Canton, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Scofflaw Vehicle Registration Program Update.

2. Discussion, consideration and approval to assess and collect the $20 Scofflaw Fee on all Justice of the Peace cases when there is a final judgement that is unsatisfied and has become 90 days past due and on all pending cases, including those involving a failure to appear that have become 90 days past due.

3. Discussion, consideration and approval to assess and collect the $20 Scofflaw Fee on all District and County Court cases when there is a final judgement that is unsatisfied and has become 90 days past due and on all pending cases, including those involving a failure to appear that have become 90 days past due.

BACKGROUND

Agenda item is for clarification purposes. As per section 502.010 of the Texas Transportation Code, the Commissioners Court is authorized to impose a $20 Fee on a person who fails to pays a fine, fee, or tax to the county by the date on which the fine, fee, or tax is due. Agenda item has been reviewed and approved by the District Attorney's Office for Commissioners Court consideration.

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/15/2015 01:59 PM
Glinda Pacheco	Glinda Pacheco	05/15/2015 02:36 PM

Purchasing Department	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Marianella Canton		Started On: 05/08/2015 04:34 PM
Final Approval Date: 05/15/2015		

AI-49581 **Budget and Management** **23. B.**

CC - REGULAR

Meeting Date: 05/19/2015

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration and approval to submit the Texas VINE Reimbursement Maintenance Invoice in the amount of $6,928.83 (Third Qtr) and the Texas Statewide Automated Victim Notification Service (SAVNS) County Verification of Continuing Production Record with authority for County Judge to sign the required documents.

BACKGROUND

Texas VINE Annual Maintenance Grant Contract - Fiscal Year 2015 was approved by Commissioners' Court on September 09, 2014 (AI# 46084).

Reference:
First Qtr - Reimb. Invoice $6,928.83 (AI# 47252 11-18-14)
Second Qtr - Reimb. Invoice $6,928.83 (AI# 48461 2-17-15)

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 5-1283-415-00-200-005-5-336

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

BUDGETARY IMPACT:

No Budgetary Impact

Revenue acct #5-1283-334-10-200-005-5-000 "Texas Vine Program Revenue"

Grant FY 2015

Attachments

Reimb Inv
Production record

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/08/2015 11:35 AM
Budget & Management	Veronica Ortiz	05/08/2015 11:37 AM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM

Form Started By: mchapa Started On: 05/05/2015 04:35 PM

Final Approval Date: 05/15/2015

Office of the Attorney General
Statewide Automated Victim Notification Services (SAVNS)
Fiscal Year 2015 Invoice

	PHASE TYPE	
Place an "X" to the right of the applicable quarter(s)	**1st Quarter**	November 30, 2014
	2nd Quarter	February 28, 2015
	3rd Quarter	May 31, 2015
	4th Quarter	August 31, 2015
Mail To: **Office of the Attorney General** **Grants Administration Division - MC005** **P.O. Box 12548** **Austin, TX 78711-2548**	**Date of Invoice:**	
	Invoice #:	
	Texas TIN:	
	Organization Name:	**Hidalgo County**
	Mailing Address:	2808 S. Business Hwy. 281
	City:	Edinburg
	State:	TX
Grants Administration Division (GAD) Contact **Attn: Finance Section** **Title: Financial Specialist** **Email: Pinni.Warner@texasattorneygeneral.gov** **Telephone: (512) 936-6397**	**Zip Code:**	78539
	Contact Person:	Ray Eufracio, CPA
	Title:	County Auditor
	Email Address:	ray.eufracio@auditor.co.hidalgo.tx.us
	Telephone:	956-318-2511 x4604

Month of Service	OAG GRANT #		Amount of Claim
May-15	**1554914**	**PCA 10352**	**$6,928.83**

Note - 1: Invoice must be received for the prior quarter by the 5th of the next month following the end of each quarter.

Description of Services: **Note 2:** Reimbursement for services rendered on a contract basis under the Statewide Automated Victim Notification Service (SAVNS) Grant to the Office of the Attorney General (Term: September 1, 2014 to August 31, 2015).

Note - 3: None of the costs billed under this invoice have been charged to any other state or federal grant, contract, or any other funding source. I certify that the expenses being requested for reimbursement are correct and unpaid.

Note - 4: The amount of claim must not exceed the amount stated in "Total Due" line on the Certified Vendor Invoice.

Authorized Official or Designee Signature
Note - 5: Must be signed by the Authorized Official or Alternate Designee

Signature of Authorized Official or Alternate Designee **Date**

Type/Print Authorized Official Name or Alternate Designee and Title

For OAG Use Only

Date Received by Grants Administration Division of the OAG:	GAD Fiscal Approval / Date	Date Received by OAG Accounting:

OFFICE *of the* ATTORNEY GENERAL
GREG ABBOTT

Texas Statewide Automated Victim Notification Service (SAVNS) FY 2015 Quarterly Verification of Continuing Production Record

The purpose of this record is to establish a regular schedule for the Grantee to provide an update regarding the Texas SAVNS Program. The intent is to ensure that the Grantee is aware of the ongoing status of its Texas SAVNS Program functionality and continuing production. The OAG will crosscheck Grantee verifications with those of the Certified Vendor.

Grantee:	Hidalgo County	Contract Number:	1554914

Yes	No	N/A	Grantee Responsibility
X			As of the date below, SAVNS Jail Records are on production and available.
X			As of the date below, SAVNS Court Records are on production and available.
X			County SAVNS Problem Log notes all problems and resolutions.
	X		Program Coordinator/Grant Contact keeps a SAVNS grant file.

Check 'Yes' or 'No' for each box.

the SAVNS file is Kept at Auditors office.

The primary responsibility for signing this verification is the Designated Authorized Official. Unchecked or checked 'No' boxes require an explanation in the Explanation/Comments Box.

County Verification:

Signature
Ramon Garcia

Printed Name
Hidalgo County Judge

Title

Date

Explanation/Comments:

*** This completed and signed document must be submitted as an attachment to the quarterly invoice in order for payment to be made on your County's behalf, for costs associated with Annual Maintenance. Please keep a copy in your grant file.

AI-49625 **Budget and Management** **23. C.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion and action of Economically Disadvantaged County (EDC) Program Application and Affidavit for Mile 3N, East Goodwin to Tom Gill Road - CSJ: 0921-02-321 with authority for the County Judge to sign all required documentation.

BACKGROUND

Affidavit must be signed and sent to TxDOT.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact at this time - EDC Application Only.

Attachments

EDC Application

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/15/2015 03:36 PM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM

Form Started By: Rolando Garcia Started On: 05/11/2015 02:34 PM

Final Approval Date: 05/15/2015

Texas Department of Transportation
600 W. Interstate 2 | Pharr, Texas 78577-1231 | (956) 702-6100 | www.txdot.gov

May 1, 2015

The Honorable Ramon Garcia
County Judge, Hidalgo County
P.O. Box 1356
Edinburg, Texas 78540

RE: Economically Disadvantaged County (EDC) Program Application
Mile 3 N, East Goodwin to Tom Gill Road
CSJ: 0921-02-321

Dear Judge Garcia:

Attached for your review and consideration is a partially completed Economically Disadvantaged County (EDC) Program Application and an Affidavit for the subject project. If the County would like to apply for the EDC reduction on their local participation for construction, please complete the affidavit and return it to the attention of Mr. Homero Bazan, Jr., our Director of Transportation Planning and Development, at the above address for further processing.

Please contact Mr. Bazan or me at (956)702-6100 if you have any questions regarding this submission.

Sincerely,

Toribio Garza, Jr., P.E.
Pharr District Engineer

Attachments

cc: Pedro R. Alvarez, P.E., Deputy District Engineer
Homer Bazan, Jr., P.E., Director of Transportation Planning and Development
Rene Garza, P.E., Pharr Area Engineer
Eddie Saenz, P.E., Project Manager
Jacinto Garza, P.E., L&G Engineering
Project File

TEXAS DEPARTMENT OF TRANSPORTATION

ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY Hidalgo County APPLICANT Hidalgo County

District Contact Information

NAME: Maricela Salinas TELEPHONE: 956.702.6352

* If the project is an "OFF-SYSTEM" project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?
(Circle as appropriate) YES or NO

* If the applicant is a **CITY** within an eligible county, please answer the two following questions:
# 1 Economic Development Sales Tax? (Circle as appropriate) YES or NO
# 2 Population (2010 Census)?

PROJECT INFORMATION

UTP PRIORITY STATUS:	DEV
CSJ:	0921-02-321
ESTIMATED LETTING DATE	March-20

On-System? (Circle as appropriate) YES or NO

LOCATION AND LIMITS - Give highway number with limits to and from.

On Mile 3 N, East Goodwin Road to Tom Gill Road

PROJECT SCOPE- Give type of work.

Widen to 4 lane divided - curb and gutter section

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed.

Hidalgo County is marked with high unemployment and poverty rates. Addressing the infrastructure demands places a heavy burden on the County's budget so we request a reduction in the required match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

TOTAL ADJUSTMENT- 93

1. Project Component	2. Est. Total Cost ($)	3. Local Participation (%)		4. Est. Required Local Match ($)	5. Local Participation After Adjustment ($)
Construction	$9,889,615.00	20%		$1,977,923.00	$138,454.61
Construction Engineering	$642,825.00	20%		$128,565.00	$8,999.55
				$0.00	$0.00
				$0.00	$0.00
TOTAL	**$10,532,440.00**			**$2,106,488**	**$147,454**

Approved by: _____ Date: _____

Texas Department of Transportation

AFFIDAVIT

The State of Texas,
County of _____

Before me, _____, a notary public in and for the State of of Texas, on this day personally appeared _____, who being by me duly sworn, upon oath says:

I, _____, representing the city / county of _____, having been duly elected on _____ and having served continuously since that time, certify in my official capacity that, to the best of my knowledge, the information contained in this application is true and correct.

_____ _____
Signature Date

Subscribed and sworn to before me, by the said _____, this _____ day of _____, _____, to certify which witness my hand and seal of office.

My commission expires _____, _____.

_____
Official Signature

_____
Printed or stamped name of Notary

AI-49642 **Budget and Management** **23. D.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

TxDOT Precinct No.2:
Discussion, consideration, acceptance and approval of Advance Funding Agreement (AFA) - Amendment#1 between Hidalgo County and Texas Department of Transportation for South McColl Road (Orangewood to Dicker Road) - CSJ: 0921-02-171 and with the authority for the County Judge to sign all required documentation.

BACKGROUND

(2) Two Originals to be signed by County Judge

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1315-431-00-122-028-0-XXX

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

BUDGETARY IMPACT:

No Fiscal Impact at this time.

Amendment#1 revises the project budget Attachment C to reflect the project's low bid.

Attachments

AFA Amendment#1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/15/2015 03:37 PM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Rolando Garcia		Started On: 05/12/2015 01:45 PM
Final Approval Date: 05/15/2015		

Texas Department of Transportation
600 W. Interstate 2 | Pharr, Texas 78577-1231 | (956) 702-6100 | www.txdot.gov

May 7, 2015

RECEIVED
MAY 08 2015
COUNTY JUDGE

The Honorable Ramon Garcia
Hidalgo County Judge
P.O. Box 1356
Edinburg, Texas 78540

RE: Advance Funding Agreement (AFA) – Amendment #1
South McColl Road from Orangewood to Dicker Road
CSJ#0921-02-171

Dear Judge Garcia:

Enclosed please find two originals of Amendment#1 to the Advance Funding Agreement (AFA). Per the County's request we have transferred $323,409 in funds originally allocated for preliminary engineering (PE) to construction. The Attachment C "Project Budget" has been revised to reflect project's low bid of $4,309,680, the actual expenditures to date for PE direct state costs and the approved 92% Economically Disadvantaged County Program reduction.

Please sign and return both originals to the attention of Mr. Homero Bazan, Jr., our Director of Transportation Planning and Development, at the above address for further processing. Please contact Mr. Bazan or me at 702-6100 if you have any questions regarding this submission.

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
Griselda Saldivar, P.E., Project Manager
Project File

CSJ # **0921-02-171**
District # **21 – Pharr**
Code Chart 64 # **50109**
Project: **South McColl from Orangewood to Dicker Road**
Federal Highway Administration
CFDA # **20.205**
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT AMENDMENT # 1

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and **County of Hidalgo**, acting by and through its duly authorized officials, called the Local Government.

W I T N E S S E T H

WHEREAS, the State and the Local Government executed a contract on the 28th day of June, 2011 to effectuate their agreement to construct 2 lane roadway with 4 lane transitions on South McColl from Orangewood to Dicker Road; and,

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

A G R E E M E N T

1. **Description of Amended Items**
   13. Right of Way and Real Property is deleted in its entirety and replaced with:
   13. Right of Way and Real Property
   - **A.** Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
   - **B.** If the Local Government is the owner of any part of the Project site under this agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
   - **C.** All parties to this agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of The State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government

must be executed prior to execution of this agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by The State prior to its execution. A copy of the executed agreement shall be provided to The State.

14. Notices is deleted in its entirety and replaced with:

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
County of Hidalgo	Director of Contract Services Office
Attn: County Judge	Texas Department of Transportation
PO Box 1356	125 E. 11th Street
Edinburg, Texas 78540	Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

Article 24. Disadvantaged Business Enterprise (DBE) Program is deleted in its entirety and replaced with:

24. Disadvantaged Business Enterprise (DBE) Program Requirements

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas

Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

Article 25. Debarment Certifications is is deleted in its entirety and replaced with:

25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

Article 28. Federal Funding Accountability and Transparency Act Requirements is deleted in its entirety and replaced with:

28. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five (5) executives to the State if:
   i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

Article 29. Single Audit Report is deleted in its entirety and replaced with:

29. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

B. If threshold expenditures are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/inside-txdot/office/audit/contact.html. The expenditure threshold for fiscal years beginning prior to December 31, 2014 is $500,000; the expenditure threshold for fiscal years beginning on or after December 31, 2014 is $750,000.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

CSJ # **0921-02-171**
District # **21 – Pharr**
Code Chart 64 # **50109**
Project: **South McColl from Orangewood to Dicker Road**
Federal Highway Administration
CFDA # **20.205**
Not Research and Development

Attachment C "Project Budget and Description" is deleted in its entirety and replaced with Attachment C-1 "Project Budget", which is attached to this amendment.

All other provisions of the original contract are unchanged and remain in full force and effect.

2. **Signatory Warranty**
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Date

THE STATE OF TEXAS

_____
Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

_____
Date

CSJ # **0921-02-171**
District # **21 – Pharr**
Code Chart 64 # **50109**
Project: **South McColl from Orangewood to Dicker Road**
Federal Highway Administration
CFDA # **20.205**
Not Research and Development

ATTACHMENT C - 1
PROJECT BUDGET

This project has received a total of $4,994,216 in SAFETEA-LU (Category 10) and Transportation Community and System Preservation Program (Category 12) funds. Considering the approved 92% Economically Disadvantaged County Program reduction, on Category 10 and Category 12 funds, to the required local match for construction and construction direct state costs, the Federal share is 80%, State's share is 18.4% and the Local Government's share is 1.6% until the federal funding reaches the maximum obligated amount. The Local Government will be responsible for 100% of all cost overruns exceeding the approved funding amount. The following is an estimated breakdown of the project costs and funding participation:

Description		Total Estimated Cost	Federal Participation		State Participation			Local Government Participation EDC @ %		
			%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Preliminary Engineering (by LG)		$ 709,712	0%	$ 0	0%	0%	$ 0	100%	100%	$ 709,712
Right of Way (by LG) Cat 10		$ 591,000	80%	$ 472,800	0%	0%	$ 0	20%	20%	$ 118,200
Construction (by State) Cat. 10		$ 1,966,216	80%	$ 1,572,973	0%	18.4%	$ 361,784	20%	1.6%	$ 31,459
Cat. 12		$ 2,000,000	80%	$ 1,600,000	0%	18.4%	$ 368,000	20%	1.6%	$ 32,000
Local		$ 343,464	0%	$ 0	0%	0%	$ 0	0%	100%	$ 343,464
SUBTOTAL		**$ 5,610,392**		**$ 3,645,773**			**$ 729,784**			**$ 1,234,835**
Direct State Costs for Prelim. Engineering	Environmental (30%)	$ 27,690	0%	$ 0	0%	0%	$ 0	00%	100%	$ 27,690
	Right of Way (10%)	$ 9,230	0%	$ 0	0%	0%	$ 0	00%	100%	$ 9,230
$92,300	Preliminary Engineering (50%)	$ 46,150	0%	$ 0	0%	0%	$ 0	00%	100%	$ 46,150
	Utility (10%)	$ 9,230	0%	$ 0	0%	0%	$ 0	00%	100%	$ 9,230
Construction Direct State Cost (State review and oversight)		$ 437,000	80%	$ 349,600	0%	18.4%	$ 80,408	20%	1.6%	$ 6,992
Indirect State Costs (6.20%)		$ 316,244	0%	$ 0	100%	100%	$ 316,244	0%	0%	$ 0
SUBTOTAL		**$ 845,544**		**$ 349,600**			**$ 396,652**			**$ 99,292**
TOTAL		**$ 6,455,936**		**$3,995,373**			**$ 1,126,436**			**$ 1,334,127**

CSJ # **0921-02-171**
District # **21 – Pharr**
Code Chart 64 # **50109**
Project: **South McColl from Orangewood to Dicker Road**
Federal Highway Administration
CFDA # **20.205**
Not Research and Development

Initial payment by the Local Government to the State:	**$ 92,300**
Payment by the Local Government to the State before construction:	**$ 413,915**
Estimated total payment by the Local Government to the State	**$ 506,215**
Less Payments Collected:	**$ 528,759**
Estimated Overpayment:	**$ (22,544)**

This is an estimate. The final amount of Local Government participation will be based on actual costs

AI-49743 **Budget and Management** **23. E. 1.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

CO2014 (1345) Precinct No.4 TxDOT:
Approval of 2015 appropriation of funds with interfund to TxDOT fund (1315) in the total amount of $8,690.00 for cost participation in Right of Way procurement related to FM 1925 (Kenyon-Fm 907) project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1315-431-00-124-076-0-841

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

BUDGETARY IMPACT:

Funds available as of 5-15-15
5-1345-491-01-000-315-0-891

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/15/2015 04:31 PM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Rolando Garcia		Started On: 05/15/2015 02:39 PM
Final Approval Date: 05/15/2015		

DATE: May 15, 2015

2015

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for:
Precinct No.4 TxDOT FM 1925 (Kenyon-FM907)

ACCOUNT NUMBER: 5-1315-431-00-124-076-0-841

CONTACT PERSON: Rolando Garcia Jr. **PHONE:** 292-7025 ext. 5413

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		
5-1345-491-01-000-315-0-891	TRANSFERS OUT-TXDOT PROJECTS	8,690.00
TO		
5-1315-391-01-000-345-0-000	TRANSFERS IN-CERT OF OBLIG, 2014	8,690.00
5-1315-431-00-124-076-0-841	TXDOT-FM1925(KENYON-FM907) - AID TO GOVT	8,690.00
	TOTAL BUDGET INCREASE (DECREASE)	-

REASON: Appropriation & Intefund for local participation for ROW Agreement OF 1.1% for FM1925(Keyon-FM907), state cost participation at 98.9%. ROW CSJ:1803-02-033

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-49629 **Budget and Management** **23. E. 2.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2014 General Fund & Special Revenue Fund-Capital Leases:
A. Approval of certification of revenues, as certified by the Co. Auditor, to fund capital lease expenditures for various departments.
B. Approval of 2014 appropriation of revenues & expenditures to fund capital lease expenditures for various departments.
C. Approval of various 2014 intradepartmental transfers to fund capital lease expenditures for various departments.

BACKGROUND

Documentation was submitted by the Co. Auditor's Office, attached.

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** G/F & Special Revenue

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

BUDGETARY IMPACT:

Please refer to attached certification of revenues, budget amendments, & intradepartmental transfers, submitted by the Co. Auditor's Office.

Attachments

Capital Leases Appropriation

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	05/12/2015 08:13 AM
Budget & Management	Veronica Ortiz	05/12/2015 08:55 AM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Ivan Cantu		Started On: 05/11/2015 04:25 PM

Final Approval Date: 05/15/2015

COUNTY of HIDALGO

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

EDINBURG, TEXAS 78539

May 5, 2015

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

> The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from other financing sources for capital leases in the amount of $546,192.13 for various departments. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

5/8/15
Date

HIDALGO COUNTY DISTRICT JUDGES

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

DATE: APRIL 30, 2015
DEPARTMENT HEAD: RAY EUFRACIO, CPA, HIDALGO COUNTY AUDITOR
DEPARTMENT NAME: HIDALGO COUNTY AUDITOR'S OFFICE
ACCOUNT NUMBER: 4-XXXX-XXX-XX-XXX-XXX-X-XXX

SUBJECT: Interfund transfer(s) (Increases(decrease)) 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 departmental budget in accordance with Local Government Code, Chapter 111, Subchapter C.

	Account Name	Account Number		Amount
A.	4-1100-412-00-001-001-780	92ND DC-CAPITAL LEASES	C85058722	4,968.22
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		4,968.22
B.	4-1100-412-00-002-001-0-780	93RD DC-CAPITAL LEASES	HRQ08255	3,902.16
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		3,902.16
C.	4-1100-412-00-010-001-0-780	430TH DC-CAPITAL LEASES	C85052896	6,458.08
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		6,458.08
D.	4-1100-412-00-011-001-0-780	449TH DC-CAPITAL LEASES	C85041979	6,249.42
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		6,249.42
E.	4-1100-412-00-021-001-0-780	CCL#1-CAPITAL LEASES	C85043700	7,043.49
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		7,043.49
F.	4-1242-412-00-060-001-0-780	JUSTICE CRT TECH-CAPITAL LEASES	C85057221	4,927.46
	4-1242-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		4,927.46
G.	4-1100-412-00-068-001-0-780	JP PCT 4/PL 2-CAPITAL LEASES	C85057435	6,505.28
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		6,505.28
H.	4-1100-412-00-090-001-0-780	DIST CLERK-CAPITAL LEASES	C85031932	5,127.17
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		5,127.17
I.	4-1100-412-00-090-001-0-780	DIST CLERK-CAPITAL LEASES	C85031933	5,127.17
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		5,127.17
J.	4-1100-412-00-090-001-0-780	DIST CLERK-CAPITAL LEASES	C85031934	11,130.63
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		11,130.63
K.	4-1100-412-00-090-001-0-780	DIST CLERK-CAPITAL LEASES	C85031938	5,959.95
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		5,959.95
L.	4-1100-412-00-090-001-0-780	DIST CLERK-CAPITAL LEASES	C85032674	8,228.08
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		8,228.08
M.	4-1100-415-14-115-001-0-780	DBM-BUDGET DIV-CAPITAL LEASES	C85042528	5,959.95
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		5,959.95
N.	4-1200-431-00-122-005-0-780	PCT2 ADM-CAPITAL LEASES	JWH 16176	7,219.91
	4-1200-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		7,219.91
O.	4-1100-466-00-122-082-0-780	PCT2 CRC-ALAMO-CAPITAL LEASES	LYD 50589	4,462.26

	Account Name	Account Number		Amount
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		4,462.26
P.	4-1100-419-50-125-003-0-780	SAFETY-CAPITAL LEASES	C85051574	5,804.43
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		5,804.43
Q.	4-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	S9048701021ATC	2,477.77
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		2,477.77
R.	4-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	S9048700924ATC	2,254.08
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		2,254.08
S.	4-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	S9048700019	2,477.77
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		2,477.77
T.	4-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	C85039130	2,365.76
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		2,365.76
U.	4-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	C85048957	5,582.79
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		5,582.79
V.	4-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	C85050070	6,699.55
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		6,699.55
W.	4-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	C85050267	3,465.05
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		3,465.05
X.	4-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	C85050268	3,465.05
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		3,465.05
Y.	4-1100-415-18-160-001-0-780	PURCHASING-CAPITAL LEASES	C85049492	9,020.46
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		9,020.46
Z.	4-1237-415-40-180-003-0-780	CC REC MGMT-CAPITAL LEASES	53AA3807N22V	8,154.77
	4-1237-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		8,154.77
AA.	4-1100-415-50-190-002-0-780	HUMAN RESOURCES-CAPITAL LEASES	C85058683	5,507.42
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		5,507.42
BB.	4-1100-415-00-200-001-0-780	INFO TECH DEPT-CAPITAL LEASES	C85047034	5,115.53
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		5,115.53
CC.	4-1100-419-40-220-001-0-780	FACILITIES MGMT-CAPITAL LEASES	C85037342	5,351.56
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		5,351.56
DD.	4-1254-412-00-270-014-0-780	HIDTA US JUSTICE-CAPITAL LEASES	RRB 05644	7,749.85
	4-1254-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		7,749.85
EE.	4-1100-421-00-280-001-0-780	SHERIFF-CAPITAL LEASES	EX7004993	6,300.74
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		6,300.74
FF.	4-1100-421-00-280-001-0-780	SHERIFF-CAPITAL LEASES	EX7409408	6,300.74
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		6,300.74
GG.	4-1100-421-00-280-001-0-780	SHERIFF-CAPITAL LEASES	EX7419602	6,300.74
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		6,300.74
HH.	4-1100-421-00-280-001-0-780	SHERIFF-CAPITAL LEASES	EX9292939	8,315.58
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		8,315.58
II.	4-1100-421-00-280-001-0-780	SHERIFF-CAPITAL LEASES	EX9292991	8,315.58
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		8,315.58
JJ.	4-1100-421-00-280-001-0-780	SHERIFF-CAPITAL LEASES	EX9292993	8,315.58
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		8,315.58
KK.	4-1100-423-21-280-002-0-780	JAIL-CAPITAL LEASES	A2T194562	1,576.98
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		1,576.98
LL.	4-1100-423-21-280-002-0-780	JAIL-CAPITAL LEASES	EX7418566	6,300.74

	Account Name	Account Number		Amount
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		6,300.74
MM.	4-1100-423-21-280-002-0-780	JAIL-CAPITAL LEASES	EX7418664	6,300.74
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		6,300.74
NN.	4-1100-423-21-280-002-0-780	JAIL-CAPITAL LEASES	EX7418776	6,300.74
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		6,300.74
OO.	4-1100-423-21-280-002-0-780	JAIL-CAPITAL LEASES	EX7419532	6,300.74
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		6,300.74
PP.	4-1100-423-21-280-002-0-780	JAIL-CAPITAL LEASES	EX7419553	6,300.74
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		6,300.74
QQ.	4-1100-423-21-280-002-0-780	JAIL-CAPITAL LEASES	EX7420399	6,300.74
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		6,300.74
RR.	4-1100-421-00-292-001-0-780	CONSTABLE PCT.2-CAPITAL LEASE	C85044985	5,354.91
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		5,354.91
SS.	4-1100-421-00-293-001-0-780	CONSTABLE PCT.3-CAPITAL LEASES	C85048068	3,711.69
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		3,711.69
TT.	4-1100-422-10-300-001-0-780	FIRE MARSHAL-CAPITAL LEASES	C85057181	6,120.61
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		6,120.61
UU.	4-1100-422-10-300-001-0-780	FIRE MARSHAL-CAPITAL LEASES	9048500394ATC	2,365.76
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		2,365.76
VV.	4-1100-441-00-340-003-0-780	HEALTH CLINICS-CAPITAL LEASES	10 COPIERS	80,496.00
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		80,496.00
WW.	4-1100-441-00-340-003-0-780	HEALTH CLINICS-CAPITAL LEASES	C85045966A	7,216.82
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		7,216.82
XX.	4-1293-441-00-340-013-4-780	CPS/HAZARDS-CAPITAL LEASES	C85046271	13,505.06
	4-1293-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		13,505.06
YY.	4-1292-441-00-350-001-4-780	WIC ADM-CAPITAL LEASES	2 COPIERS	17,053.58
	4-1292-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		17,053.58
ZZ.	4-1100-412-00-090-001-0-780	DIST CLERK-CAPITAL LEASES	PITNEY BOWES	11,418.30
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASE	LEASE# 2965739	11,418.30
aaa	4-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES	PITNEY BOWES	146,957.95
	4-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASE	LEASE# 2355719	146,957.95
			TOTAL BUDGET INCREASE REQUEST	$ 546,192.13

REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENTS APPROVED BY ON COMMISSIONERS' COURT ON VARIOUS DATES AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

There are no areas in my current budget to reduce in order to fund the above mentioned item's.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT ___/___/___ DATE ATTEST COUNTY CLERK

DATE: 5/5/15

DEPARTMENT HEAD: RAYMUNDO EUFRACIO
DEPARTMENT NAME: HIDALGO COUNTY AUDITOR'S OFFICE
ACCOUNT NUMBER: 4-XXXX-XXX-XX-XXX-XXX-X-XXX

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
4-1100-412-00-001-001-0-780	92ND DC-CAPITAL LEASES		4-1100-412-00-001-001-0-442	92ND DC-EQUIP & VEHICLE RE	1,271.04
4-1100-412-00-008-001-0-780	389TH DC-CAPITAL LEASES		4-1100-412-00-008-001-0-350	389TH DC-OTHER SERVICES	199.87
4-1100-412-00-008-001-0-780	389TH DC-CAPITAL LEASES		4-1100-412-00-008-001-0-442	389TH DC-EQUIP & VEHICLE RI	2,490.62
4-1100-412-00-008-001-0-780	389TH DC-CAPITAL LEASES		4-1100-412-00-008-001-0-531	389TH DC-TELEPHONE	211.97
4-1100-412-00-009-001-0-780	398TH DC-CAPITAL LEASES		4-1100-412-00-009-001-0-350	398TH DC-OTHER SERVICES	218.04
4-1100-412-00-009-001-0-780	398TH DC-CAPITAL LEASES		4-1100-412-00-009-001-0-442	398TH DC-EQUIP & VEHICLE RI	2,570.76
4-1100-412-00-009-001-0-780	398th DC-CAPITAL LEASES		4-1100-412-00-009-001-0-531	398TH DC-TELEPHONE	231.24
4-1100-412-00-010-001-0-780	430TH DC-CAPITAL LEASES		4-1100-412-00-010-001-0-442	430TH DC-EQUIP & VEHICLE RI	953.68
4-1100-412-00-010-001-0-780	430TH DC-CAPITAL LEASES		4-1100-412-00-010-001-0-531	430TH DC-TELEPHONE	34.88
4-1100-412-00-011-001-0-780	449TH DC-CAPITAL LEASES		4-1100-412-00-011-001-0-442	449TH DC-EQUIP & VEHICLE RI	931.60
4-1100-412-00-011-001-0-780	449TH DC-CAPITAL LEASES		4-1100-412-00-011-001-0-531	449TH DC-TELEPHONE	84.88
4-1100-412-00-025-001-0-780	CCL#5-CAPITAL LEASES		4-1100-412-00-025-001-0-350	CCL#5-OTHER SERVICES	115.68
4-1100-412-00-025-001-0-780	CCL#5-CAPITAL LEASES		4-1100-412-00-025-001-0-442	CCL#5-EQUIP & VEHICLE RENT	929.28
4-1100-412-00-026-001-0-780	CCL#6-CAPITAL LEASES		4-1100-412-00-026-001-0-442	CCL#6-EQUIP & VEHICLE RENT	1,684.32
4-1100-412-00-027-001-0-780	CCL#7-CAPITAL LEASES		4-1100-412-00-027-001-0-442	CCL#7-EQUIP & VEHICLE RENT	3,042.13
4-1100-412-00-066-001-0-780	JP PCT 3/PL 2-CAPITAL LEASE		4-1100-412-00-066-001-0-350	JP PCT 3/PL 2-OTHER SERVICE	199.87
4-1100-412-00-066-001-0-780	JP PCT 3/PL 2-CAPITAL LEASE		4-1100-412-00-066-001-0-442	JP PCT 3/PL 2-EQUIP & VEHICL	2,362.03
4-1100-412-00-080-002-0-780	CRIM DA-CAPITAL LEASES		4-1100-412-00-080-002-0-442	CRIM DA-EQUIP & VEHICLE RE	2,406.37
4-1100-412-00-090-001-0-430	DIST CLERK-REPAIR & MAINT SEI		4-1100-412-00-090-001-0-780	DIST CLERK-EQUIP & VEHICLE	1,038.43
4-1100-412-00-090-001-0-780	DIST CLERK-EQUIP & VEHICLE RI		4-1100-412-00-090-001-0-430	DIST CLERK-REPAIR & MAINT S	567.75
4-1100-412-00-090-001-0-780	DIST CLERK-CAPITAL LEASES		4-1100-412-00-090-001-0-442	DIST CLERK-EQUIP & VEHICLE	3,444.00
4-1100-412-00-090-001-0-442	DIST CLERK-EQUIP & VEHICLE RI		4-1100-412-00-090-001-0-780	DIST CLERK-CAPITAL LEASES	762.00
4-1100-412-00-090-001-0-442	DIST CLERK-EQUIP & VEHICLE RI		4-1100-412-00-090-001-0-350	DIST CLERK-OTHER SERVICES	48.00
4-1100-412-30-085-003-0-780	PUBLIC DEFENDER-CAPITAL LEA		4-1100-412-30-085-003-0-350	PUBLIC DEFENDER-	181.70
4-1100-412-30-085-003-0-780	PUBLIC DEFENDER-CAPITAL LEA		4-1100-412-30-085-003-0-442	PUBLIC DEFENDER-EQUIP & V	2,147.30
4-1100-413-00-110-077-0-780	PUBLIC AFFAIRS-CAPITAL LEASE		4-1100-413-00-110-077-0-442	PUBLIC AFFAIRS-CAPITAL LEA	2,564.10
4-1100-414-00-130-001-0-780	ELECTIONS DEPT-CAPITAL LEAS		4-1100-414-00-130-001-0-442	ELECTIONS DEPT-EQUIP & VEI	4,175.00
4-1100-415-14-115-001-0-780	DBM-BUDGET DIV-CAPITAL LEAS	→	4-1100-415-14-115-001-0-442	DBM-BUDGET DIV-EQUIP & VEI	699.30
4-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES		4-1100-415-15-140-001-0-350	TAX OFF-OTHER SERVICES	115.68
4-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES		4-1100-415-15-140-001-0-442	TAX OFF-EQUIP & VEHICLE RE	13,462.61
4-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES		4-1100-415-15-140-001-0-531	TAX OFF-TELEPHONE	681.12
4-1100-415-15-140-001-0-780	TAX OFF-CAPITAL LEASES		4-1100-415-15-140-001-0-350	TAX OFF-OTHER SERVICES	693.00
4-1100-415-16-150-001-0-780	CO TREASURER-CAPITAL LEASE		4-1100-415-16-150-001-0-350	CO TREASURER-OTHER SERV	115.68
4-1100-415-16-150-001-0-780	CO TREASURER-CAPITAL LEASE		4-1100-415-16-150-001-0-442	CO TREASURER-EQUIP & VEHI	1,217.88
4-1100-415-50-190-002-0-780	HUMAN RESOURCES-CAPITAL LE		4-1100-415-50-190-002-0-442	HUMAN RESOURCES-EQUIP &	777.90
4-1100-419-40-220-001-0-780	FACILITIES MGMT-CAPITAL LEAS		4-1100-419-40-220-001-0-442	FACILITIES MGMT-EQUIP & VE	979.26
4-1100-421-00-280-001-0-430	SHERIFF-EQUIP & VEHICLE RENT		4-1100-421-00-280-001-0-780	SHERIFF-CAPITAL LEASES	280.32
4-1100-421-00-280-001-0-780	SHERIFF-CAPITAL LEASES		4-1100-421-00-280-001-0-430	SHERIFF-EQUIP & VEHICLE RE	195.00
4-1100-421-00-280-001-0-780	SHERIFF-CAPITAL LEASES		4-1100-421-00-280-001-0-442	SHERIFF-EQUIP & VEHICLE RE	2,638.42
4-1100-421-00-292-001-0-780	CONSTABLE PCT.2-CAPITAL LEA		4-1100-421-00-292-001-0-531	CONSTABLE PCT.2-TELEPHON	61.04
4-1100-421-00-293-001-0-780	CONSTABLE PCT.3-CAPITAL LEA		4-1100-421-00-293-001-0-442	CONSTABLE PCT.3-EQUIP & VI	741.44
4-1100-422-10-300-001-0-780	FIRE MARSHAL-CAPITAL LEASES		4-1100-422-10-300-001-0-442	FIRE MARSHAL-EQUIP & VEHIC	2,817.76
4-1100-423-21-280-002-0-780	JAIL-CAPITAL LEASES		4-1100-423-21-280-002-0-442	JAIL-EQUIP & VEHICLE RENTAI	1,400.07
4-1100-423-32-330-001-0-780	JUV DET HM-CAPITAL LEASES		4-1100-423-32-330-001-0-442	JUV DET HM-EQUIP & VEHICLE	400.19
4-1100-423-60-330-002-0-531	JUV PROB-TELEPHONE		4-1100-423-60-330-002-0-780	JUV PROB-CAPITAL LEASES	123.96
4-1100-423-60-330-002-0-780	JUV PROB-CAPITAL LEASES		4-1100-423-60-330-002-0-442	JUV PROB-EQUIP & VEHICLE R	903.36

4-1100-466-00-122-018-0-780	PCT2 CRC-SAN JUAN-CAPITAL LE	4-1100-466-00-122-018-0-442	PCT2 CRC-SAN JUAN-EQUIP &	875.60
4-1100-466-00-122-082-0-780	PCT2 CRC-ALAMO-CAPITAL LEAS	4-1100-466-00-122-082-0-442	PCT2 CRC-ALAMO-EQUIP & VE	839.22
4-1200-431-00-121-004-0-780	PCT1 ADM-CAPITAL LEASES	4-1200-431-00-121-004-0-442	PCT1 ADM-EQUIP & VEHICLE F	3,604.90
4-1200-431-00-122-005-0-780	PCT2 ADM-CAPITAL LEASES	4-1200-431-00-122-005-0-442	PCT2 ADM-EQUIP & VEHICLE F	2,305.64
4-1292-441-00-350-001-5-430	WIC ADM-REPAIR & MAINT SERVI	4-1292-441-00-350-001-5-780	WIC ADM-CAPITAL LEASES	0.90
4-1293-441-00-340-013-4-780	CPS/HAZARDS-CAPITAL LEASES	4-1293-441-00-340-013-4-442	CPS/HAZARDS-	823.34
4-1295-423-00-330-028-0-780	WESL B/C-CAPITAL LEASES	4-1295-423-00-330-028-0-442	WESL B/C-EQUIP & VEHICLE R	1,872.56
4-2201-415-00-115-009-0-780	DBM-HEALTH INS ADM-CAPITAL I	4-2201-415-00-115-009-0-442	DBM-HEALTH INS ADM-EQUIP	699.30
4-2202-419-50-115-065-0-780	DBM-W/C DIV-CAPITAL LEASES	4-2202-419-50-115-065-0-350	DBM-W/C DIV-OTHER SERVICE	265.54
	TOTAL			74,457.53
			RJE-5001	(32,810.06)
			RJE-5002	(40,144.47)
			RJE-5003	(1,503.00)
				-

REASON: Funds needed to reclassify corrections for 2014 expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** **ATTEST COUNTY CLERK**

COUNTY AUDITOR'S FORM: ARS-CA-017
REVISED: 02/11/2003

AI-49578 **Budget and Management** **23. E. 3.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted By: Patricia Ramos, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Justice Crt Bldg Security (1245):
Approval of 2015 appropriation of funds for the Justice Crt Bldg Security fund in the amount of $12,700.00 to fund the license of surveillance cameras for the 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?:**

BUDGETARY IMPACT:

Appropriation of funds in the amount of $12,700.00 to fund the license of surveillance cameras for the JP offices.

Funds available in the Unassigned F/B as of 5/5/15.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/06/2015 08:46 AM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Patricia Ramos		Started On: 05/05/2015 02:42 PM
Final Approval Date: 05/15/2015		

DATE: May 5, 2015

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2015
Appropriation
AI-49578

DEPARTMENT NAME: Department of Budget & Management for **Justice Crt Bldg Security**

ACCOUNT NUMBER: 5-1245-412-00-060-002-0-XXX

Contact Person: Patricia Ramos Ph#: (956) 292-7025 ext. 5416

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- 430	Justice Crt Bldg Security-	Repair & Maint Services	12,700.00
		TOTAL BUDGET INCREASE (DECREASE)	**12,700.00**

REASON: Appropriation of funds from the Justice Crt Bldg Security fund to fund tech license portion of surveillance cameras quotes for JP Garza, Ochoa, Espinoza & Jasso offices (Pct. 3-1, 3-2, 4-1, 4-2). Monies are to be appropriated from fund balance.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-49590 **Budget and Management** **23. E. 4.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT

Submitted By: Merlen P. Munoz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Economic Development (1100):
Approval of 2015 appropriation of funds in the amount of $155,000.00 for expenditures related to economic development and assistance administration.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-465-10-110-081-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 5/6/15, monies are to be unreserved from acct#5-1100-255-02-000-002-0-000 General Fund -Restricted F/B-Economic Development.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Merlen P. Munoz (Originator)	Merlen P. Munoz	05/06/2015 03:10 PM
Budget & Management	Debbie Tamez	05/06/2015 03:40 PM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Merlen P. Munoz		Started On: 05/06/2015 01:59 PM
Final Approval Date: 05/15/2015		

DATE: May 6, 2015

2015
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for **Economic Development**

ACCOUNT NUMBER: 5-1100-465-10-110-081-0-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
5-1100-465-10-110-081-0-	841	Economic Development	Aid to govt agency	100,000.00
5-1100-465-10-110-081-0-	583	Economic Development	Out of County Travel	9,500.00
5-1100-465-10-110-081-0-	584	Economic Development	Registration Fees	15,500.00
5-1100-465-10-110-081-0-	810	Economic Development	Dues and Memberships	18,000.00
5-1100-465-10-110-081-0-	540	Economic Development	Advertising	5,000.00
5-1100-465-10-110-081-0-	333	Economic Development	Legal Services	7,000.00
			TOTAL BUDGET INCREASE (DECREASE)	**155,000.00**

REASON: To appropriate funding to establish an operating budget for economic development and assistance efforts under the Co. Judge's Office.

Monies to be taken from acct#5-1100-255-02-000-002-0-000 General Fund-Restrictied F/B-Economic Development.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-49595 **Budget and Management** **23. E. 5.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Damaris San Miguel, BUDGET & MANAGEMENT

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Constable Pct. 4 CCP 59 (1231):
Approval of 2015 appropriation of funds for the Constable Pct. 4 CCP 59, fund 1231, in the amount of $10,000.00 to fund court costs & investigation expenses in relation to asset forfeiture cases.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1231-421-00-294-003-0-831

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $10,000.00 to fund court costs & investigation expenses. Funds available in the Unassigned F/B as of 5-13-15.

Attachments

Appropriation

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	05/08/2015 09:01 AM
Budget & Management	Veronica Ortiz	05/08/2015 09:41 AM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Ivan Cantu		Started On: 05/08/2015 08:42 AM
Final Approval Date: 05/15/2015		

DATE: May 19, 2015

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept of Budget & Mgmt for Constable Pct. 4 CCP 59

ACCOUNT NUMBER: 5-1231-421-00-294-003-0-831

Contact Person: Ivan Cantu Ph#: Ext. 5425

2015
Appropriation

REVISED

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
5-1231-421-00-294-003-0- 831	Constable Pct. 4 CCP 59-	Court Costs & Investigation	10,000.00
		TOTAL BUDGET INCREASE (DECREASE)	**10,000.00**

REASON: Appropriation of funds to fund court costs & investigation expenses in relation to asset forfeiture cases.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

___/___/___
DATE

ATTEST COUNTY CLERK

AI-49734 **Purchasing Department** **24. A. 1.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

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

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

1. District Attorney (1188FO and ST123DSK)
2. County Clerk

BACKGROUND

Subject to legal review.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-415-40-180-001-0-340

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

BUDGETARY IMPACT:

Co. Clerk
Funding pending approval of AI# 49773

FISCAL YEAR: 2015 **ACCT. #:** 5-1100-412-00-080-002-0-340

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

BUDGETARY IMPACT:

DA Office for

1188FO

Requisition # 277208

FISCAL YEAR: 2015 **ACCT. #:** 5-1223-412-00-080-007-0-340

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

BUDGETARY IMPACT:

DA Office
For #123DSK

PO# 725431

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Purchasing:

This is for the DA Office. We are doing a new agreement due to the DA requesting changes on the current agreement. Purchase Orders will be liquidated and new purchase orders will be entered once the new agreement is approved.

Please attach the lexis nexis agreement for the county clerk. I am currently working on the agreement for legal to review it again. The dept is adding 2 additional users and they will be advise to increase purchase order or liquidate current purchase order to add the additional cost.

Attachments

backup 1
backup 2
backup 3
backup 4
PRICE
BACKUP
BACKUP
BACKUP
LEGAL

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/15/2015 03:32 PM
Budget & Management	Veronica Ortiz	05/15/2015 03:39 PM
Auditor's Office	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Rocio Villarreal		Started On: 05/15/2015 01:59 PM
Final Approval Date: 05/15/2015		

SCHEDULE A
Investigative Portal
(Per User Subscription)

Agency (Customer) Name:	**Hidalgo County District Attorney's Office**
Billgroup #:	**123DSK**
LN Account Manager:	**Andrew Aldenderfer**

This Schedule A sets forth additional or amended terms and conditions for the use of the Investigative Portal services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). The services set forth in this Schedule A are non-FCRA Services.

1. SCHEDULE A TERM
The term of this Schedule A will be 13 months beginning 5/1/2015 (the "Initial Term"), and shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless a party provides written notice of termination to the other at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES
2.1 User Fees: The following table (the "Price Table") describes the agreed upon user fees (the "User Fees"):

PRICE TABLE		
Monthly Minimum Users:		**2**
Standard Features Fee:		**$125.00**
Premium Features Fee:	N/A	**$0.00**
Total Monthly User Fees (per user):		**$125.00**
Total Monthly Minimum Amount:		**$250.00**

All of the searches and reports included in the Price Schedule are referred to as the "Features". The total User Fees include unlimited access to all Features. User Fees shall be due each month for: (i) any user ID upon which any search occurs during a calendar month; and (ii) any user ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of such month. At the end of each twelve-month period User Fees will be increased 3%

2.3 Ramp Up: Upon activation of the LN Services, and for the remainder of the first (1st) calendar month of the Initial Term ("Ramp Up Period"), Customer shall be granted a free trial in which LN agrees to waive the total transactional charges for all applicable online searches and reports.

2.4 Payment Amount: Beginning the first (1st) day of the second (2nd) calendar month of the Initial Term ("Commitment Effective Date"), Customer shall pay to LN each month the greater of (i) total User Fees and applicable Transactional Fees or (ii) the total monthly minimum amount(s) as specified in the Price Table.

3. EXPIRATION
Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before 5/19/2015.

4. CONFIDENTIAL INFORMATION
This Schedule A contains confidential information of LN. Customer acknowledges that the disclosure of such information could cause competitive harm to LN, and as such, Customer agrees to maintain Schedule A in trust and confidence and take reasonable precautions against such disclosure to any third party.

AGREED TO AND ACCEPTED BY: Hidalgo County District Attorney's Office

Signed: _____

Name: _____

Title: _____

Date: _____

Core Product Feature List (Pricing is per search / report unless otherwise indicated)

PRICE SCHEDULE	
FEATURES	**PRICE**
Advanced Sexual Offender Search	$0.00
Aircraft Registrations (charged if record returned)	$0.00
Bankruptcies	$0.00
Comprehensive Business Report	$0.00
Comprehensive Location Report	$0.00
Comprehensive Person Report	$0.00
Concealed Weapon Permits	$0.00
Criminal Records	$0.00
D&B FEIN	$0.00
D&B DUNS Minority and Women-Owned Businesses	$0.00
D&B Global Market Identifiers	$0.00
DEA Registrants	$0.00
Death Records	$0.00
Deaths & Obituaries in the News	$0.00
Driver Licenses (charged if record returned)	$0.00
Experian Business Reports	$0.00
FAA Pilots	$0.00
Federal Civil & Criminal Docket Summaries	$0.00
Firearms & Explosives	$0.00
Hoover's Company Capsules	$0.00
Hunting and Fishing Licenses	$0.00
Judgments & Tax Liens	$0.00
LexisNexis® Corporate Affiliations™	$0.00
Marriage & Divorce Records (charged if record returned)	$0.00
Mergerstat	$0.00
Military Personnel (archived)	$0.00
Mortgage & Financial Service Sanctions	$0.00
Motor Vehicle Registrations (charged if record returned)	$0.00
Negative News	$0.00
OFAC & Other Watch Lists	$0.00
Official Records	$0.00
People and Businesses in the News	$0.00
Phone & Reverse Phone Lookup (charged if record returned)	$0.00
Professional Licenses	$0.00
Real Property (Assessments, Deeds & Mortgages) (charged if record returned)	$0.00
SEC Filings	$0.00
Secretary of State Filings	$0.00
Sexual Offenders	$0.00
Standard & Poor's Corporate Descriptions Plus News	$0.00
State Civil & Criminal Filings	$0.00
Statewide Public Records Business Search (charged if record returned)	$0.00
Statewide Public Records Person Search (charged if record returned)	$0.00

UCC Liens	$0.00
Voter Registrations (charged if record returned)	$0.00

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: Add and Delete Lexis Account users- account's #1188FO and #ST123DSK

From : Steve Crain <scrain@atlashall.com> Wed, May 13, 2015 04:30 PM
Subject : RE: Add and Delete Lexis Account users- account's #1188FO and #ST123DSK
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

You will need to fill out the number of attorneys and judges on page 2 of the Letter Agreement. Otherwise the agreement is fine.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, May 13, 2015 3:50 PM
To: Steve Crain
Subject: Fwd: Add and Delete Lexis Account users- account's #1188FO and #ST123DSK

Please review and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Rosalinda Cantu" <rosalinda.cantu@da.co.hidalgo.tx.us>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Thursday, May 7, 2015 10:50:23 AM
Subject: Fwd: Add and Delete Lexis Account users- account's #1188FO and #ST123DSK

Good morning Rocio,

Please proceed with placing this request on the agenda. Let me know if there is anything else you may need from me. Thank you.

SLGovt

RENEW YOUR LEXISNEXIS SUBSCRIPTION NOW BY SIGNING THIS LETTER AGREEMENT

Thank you for using LexisNexis as your provider of dynamic, up-to-date news, legal and business information. We are dedicated to giving you the cutting edge you need to thrive in today's business environment. Currently you are using the LexisNexis services pursuant to a Subscription Plan Amendment (the "Amendment") that allows you to use selected information relevant to your needs in exchange for a fixed monthly commitment. The fixed-rate Amendment offers you significant savings over transactional or "pay-as-you-go" pricing. However, your Amendment will expire soon.

By signing below, you may extend the term for the following period at the new monthly commitment rate indicated below:

Customer Name:	HIDALGO COUNTY DA'S OFFICE	**Account Number:**	1188F0

	Extension Period			**Monthly Commitment**	
Beginning	**5/19/2015**	**to**	**8/31/2016**	**$**	**728**
Beginning		**to**		**$**	
Beginning		**to**		**$**	
Beginning		**to**		**$**	
Beginning		**to**		**$**	

Current Number of Attorneys/Judges: 8

Current Number of Other Government Professionals: _____

This letter agreement shall also serve as your acceptance of the new General Terms & Conditions for Use of the Online Services effective September 1, 2010 set forth at www.lexisnexis.com/terms/general.

These changes will be effective on 5/19/2014. Except as expressly stated above, all other terms of the Amendment will remain unchanged and unaffected by this letter amendment.

If you have any questions about your new rate or would like to see a comparison of other pricing options, please contact me, your account representative, at:

Andrew Aldenderfer Account Manager 937-247-8129	866-960-2857 (FAX) andrew.aldenderfer@lexisnexis.com

If you agree with the new monthly commitment and extended term, then please print this message, provide the information requested for the total number of attorneys and judges in your office along with the total of other government professionals then sign and date. Upon completion, return the signed letter amendment to me at the fax number listed above. In order for these changes to be effective on the date listed above, please sign and return this letter amendment no later than the 20th of May.

If you do not respond to this letter, please be advised that the Amendment will expire at the end of the current commitment period and you will be charged standard, transactional rates for use of the LexisNexis Services.

Customer Name: HIDALGO COUNTY DA'S OFFICE

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

LexisNexis®

SCHEDULE A
Accurint for Government
(Per User Subscription)

Agency (Customer) Name: **Hidalgo County**
Billgroup #:
LN Account Manager: **David Ivey**

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Government services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

1. SCHEDULE A TERM
The term of this Schedule A will be 12 months beginning 6/1/2015 ("Initial Term"), and shall automatically renew for additional periods of twelve (12) months ("Renewal Term"), unless written notice of termination is provided to either party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES
2.1 User Fees: The following table (the "Price Table") describes the agreed upon user fees (the "User Fees"):

PRICE TABLE		
Monthly Minimum Users:		**1**
Standard Features Fee:		**$130.00**
Premium Features Fee:	Real Time Phone Search	**$25.00**
Total Monthly User Fees (per user):		**$155.00**
Total Monthly Minimum Amount:		**$155.00**

All of the searches and reports included in the Price Schedule are referred to as the "Features". The User Fees include unlimited access to all Features, excluding those Features identified in Section 2.2. User Fees shall be due each month for: (i) any user ID upon which any search occurs during a calendar month; and (ii) any user ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of such month. At the end of each twelve-month period User Fees will be increased 3%.
2.2 Transactional Fees: Unless otherwise selected in the Price Table, the following Features shall be charged a transactional fee (the "Transactional Fees") as specified in the attached Price Schedule: American Board of Medical Specialties Search and Report, Bankruptcy Documents, Canadian Phones, Comprehensive Healthcare Business Report, Comprehensive Healthcare Provider Report, Court Search Wizard, D&B Search, DE Corp Search and Report, Email Search, MVR Reports, National Motor Vehicle Accident Search & Report, News Searches, Online Batch Services, Phones Plus, Property Deed Image, Provider Sanction Search and Report, Provider Search and Report, Real Time MVR, Real Time Person Search, Real Time Phone Search, Virtual

Identity Search & Report, and XML. Features with Transactional Fees will be disabled when account is set up. Please contact your account manager at any point to have these features with Transactional Fees enabled.
2.3 Payment Amount: Customer shall pay to LN each month the greater of (i) total User Fees and applicable Transactional Fees or (ii) the total monthly minimum amount(s) as specified in the Price Table.
2.4 Payment Amount: Customer shall pay to LN each month the greater of (i) total User Fees and applicable Transactional Fees or (ii) the total monthly minimum amount(s)as specified in the Price Table.

3. EXPIRATION
Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **5/18/2015**.

4. CONFIDENTIAL INFORMATION
This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain Schedule A in trust and confidence and take reasonable precautions against such disclosure to any third party.

AGREED TO AND ACCEPTED BY: Hidalgo County

Signed: _____

Name: _____

Title: _____

Date: _____

Accurint for Government
(Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of $0.00 are considered "Standard Features" and are included in Subscription plan.)

PRICE SCHEDULE	
FEATURES	**PRICE**
Advanced Person Search	$0.00
American Board Of Medical Specialties Search	$1.00
American Board Of Medical Specialties Report	$5.00
Associates ("Next Steps")	$0.00
Bankruptcies, Liens & Judgments Search (Charged Per Search)	$0.00
Bankruptcies (Charged Per Search)	$0.00
Bankruptcies Report	$0.00
Bankruptcy Docket Sheet ($0.50 For First 5 Pages & $0.20 Per Page Thereafter)	$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of $6 Per Document)	$0.20
Boolean Search	$0.00
Business Credit	$0.00
Business Credit Report	$0.00
Business InstantID (Charged Per Search)	$0.00
Business InstantID & FraudDefender (Charged Per Search)	$0.00
Business Search	$0.00
Businesses In The News (not discounted)	$5.00
Canadian Phones	$0.40
Case Audit Compliance	$0.00
Case Connect Deconfliction Alerts	$0.00
Civil Courts Search (Report Included) (Charged Per Search)	$0.00
CLIA Search	$0.00
Concealed Weapons Permit	$0.00
Corporation Filings (Report Included Except In Delaware)	$0.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable) (not discounted)	--
County Civil Lower & Upper Court - 7 Year	$35.00
County Civil Lower & Upper Court - 10 Year	$40.00
County Criminal - 7 Year	$25.00
County Criminal - 10 Year	$30.00
Federal Division Civil - 7 Year	$16.00
Federal Division Civil - 10 Year	$25.00
Federal Division Criminal - 7 Year	$16.00
Federal Division Criminal - 10 Year	$25.00
Statewide Criminal	$24.00
Criminal Records (Charged Per Search)	$0.00
Criminal Records Report	$0.00
DEA Controlled Substances License Search	$0.00
Death Records Search (Charged Per Search)	$0.00
Death Records Report	$0.00
Delaware Corporations (not discounted)	$1.00

Delaware Corporations Report (not discounted)	$11.00
Disclosed Entity Service (not discounted)	$0.00
Driver Licenses	$0.00
Dun & Bradstreet (D&B) Search	$0.25
Dun & Bradstreet (D&B) Report (not discounted)	$0.00
Email Search	$0.40
FAA Aircraft (Report Included)	$0.00
FAA Pilots (Report Included)	$0.00
Federal Criminal Court Records Search	$0.00
Federal Firearms & Explosives	$0.00
Federal Employer ID Numbers (FEIN)	$0.00
Fictitious Business Name	$0.00
Foreclosures Search (Report Included)	$0.00
Government Location Report (Charged Per Search)	$1.00
Hunting/Fishing Licenses	$0.00
InstantID Consumer Search (Charged Per Search)	$0.00
InstantID Consumer & FraudDefender Search (Charged Per Search)	$0.00
Internet Domains	$0.00
Liens & Judgments (Charged Per Search)	$0.00
Liens & Judgments Report	$0.00
Marriages / Divorces Search	$0.00
Motor Vehicles Search	$0.00
Motor Vehicles Report	$0.00
MVR Reports (Driving Records) (Charged Per Search) (not discounted)	$0.00
Alabama 3-Year	$12.00
Delaware	$21.50
Florida 3-Year	$7.15
Florida 7-Year	$8.15
Illinois	$17.00
Indiana 7-Year	$11.00
Iowa	$13.50
Kansas	$11.50
Maine 3-Year	$12.00
Minnesota 5-Year	$7.50
Mississippi 3-Year	$16.00
Nebraska 5-Year	$8.00
North Carolina 7-Year	$13.00
Rhode Island 3-Year	$23.00
South Carolina 3-Year	$12.25
Tennessee 5-Year	$12.00
Utah 3-Year	$12.25
Vermont 3-Year	$18.00
West Virginia 7-Year	$10.00
National UCC Filings (Report Included)	$0.00
National Motor Vehicle Accident Search & Report	$0.00
NCPDP (National Council for Prescription Drug Programs) Search (Charged Per Search)	$0.00

NCPDP (National Council for Prescription Drug Programs) Report (Charged Per Search)	$0.00
Neighbors ("Next Steps") (not discounted)	$0.00
NPI Report	$0.00
NPI Search	$0.00
Official Records Search (Report Included)	$0.00
Passport Validation (Charged Per Search)	$0.00
Patriot Act (Charged Per Search)	$0.00
People At Work Search	$0.00
People In The News (not discounted)	$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
1 - 50	$0.00
51 - 250	$0.00
251 - 500	$0.00
501 - 1,000	$0.00
1,001 - 5,000	$0.00
5,001 - 25,000	$0.00
25,001 - 100,000	$0.00
Professional Licenses (Charged Per Search)	$0.00
Property Assessment Search	$0.00
Property Assessment Report	$0.00
Property Deed Search	$0.00
Property Deed Report (excluding Deed Image)	$0.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discounted)	$8.00
Property Search (Property Assessments, Deeds & Mortgages)	$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	$0.00
Provider Search	$0.25
Provider Report	$5.00
Provider Report Card (Charged Per Search)	$5.00
Provider Sanction Search (Charged Per Search)	$0.25
Provider Sanction Report	$5.00
Real Time Motor Vehicle Registrations (Charged Per Search)	$3.50
Real Time Person Search (Charged Per Search)	$3.50
Real Time Phone Search	$0.50
Relatives ("Next Steps")	$0.00
Relatives, Neighbors & Associates ("Next Steps")	$0.00
Relavint Visual Link Analysis (Per Diagram) (not discounted)	$0.00
Satellite Image Search	$0.00
Sexual Offenders (Report Included) (Charged Per Search)	$0.00
Virtual Identity Search & Report	$2.00
Voter Registrations	$0.00
Watercraft	$0.00
Watercraft Report	$0.00
WorkPlace Locator (not discounted)	$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA	$0.00

Pilots, FAA Aircraft, and UCC Filings.	
Automated Valuation Model (AVM) Report	$0.00
Business Link Report (Charged Per Search)	$0.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	$0.00
Entitlement Report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records And Sexual Offenders. Results Can Be Restricted By The User To Their Applicable Dates Of Interest.	$0.00
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	$0.00
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	$0.00
Additional Report Options:	--
Bankruptcy (Charged Per Search)	$0.00
Businesses At Address	$0.00
Concealed Weapons Permit Search	$0.00
Criminal Records Search (Charged Per Search)	$0.00
Criminal Records Report	$0.00
Driver Licenses At Address	$0.00
Hunting/Fishing License Search	$0.00
Liens And Judgments (Charged Per Search)	$0.00
Motor Vehicles Registered At Address	$0.00
Neighborhood Profile (2010 Census)	$0.00
Neighbors At Address	$0.00
Property Ownership Current / Previous	$0.00
Sexual Offenders Search (Report Included) (Charged Per Search)	$0.00
Comprehensive Business Report (Base Report Features: Name, Address And Phone Variations, Parent Company, ID Numbers And Industry Information)	$0.00
Additional Report Options:	--
Associated Businesses	$0.00
Associated People	$0.00
Bankruptcy (Charged Per Search)	$0.00
Business Registrations	$0.00
Corporation Filings	$0.00
Dun & Bradstreet Records (not discounted)	$3.75
FAA Aircraft	$0.00
Internet Domain Names	$0.00

IRS 5500	$0.00
Liens And Judgments (Charged Per Search)	$0.00
Motor Vehicles	$0.00
Properties	$0.00
UCC Filings	$0.00
Watercraft	$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	$0.00
Additional Report Options:	--
Associates	$0.00
Bankruptcy (Charged Per Search)	$0.00
Criminal Records (Charged Per Search)	$0.00
DEA Controlled Substances License Search	$0.00
Driver Licenses Information	$0.00
Email Search	$0.40
Federal Firearms & Explosives License Search	$0.00
Liens And Judgments (Charged Per Search)	$0.00
Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	$0.00
National Motor Vehicle Accident Search & Report	$0.00
Neighborhood Profile (2010 Census)	$0.00
Neighbors (Up To 6 Neighbors At 10 Different Addresses)	$0.00
People At Work Locator	$0.00
Phones Plus	$0.50
Professional Licenses (Charged Per Search)	$0.00
Properties	$0.00
Relatives (Up to 3 Degrees of Separation)	$0.00
Sexual Offenders (Charged Per Search)	$0.00
Supplemental Data Sources (Charged Per Search)	$0.00
UCC Filings	$0.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	$0.50
Additional Report Options:	--
Associated Businesses	$1.00
Associated People	$1.00
Bankruptcy (Charged Per Search)	$1.00
Business Phone Matches	$0.25
Business Registrations	$0.25
Corporation Filings	$1.00
Dun & Bradstreet Records (not discounted)	$3.75
FAA Aircraft	$0.25
Internet Domain Names	$0.25
IRS 5500	$1.00
Liens And Judgments (Charged Per Search)	$0.25
Motor Vehicles	$0.75
Properties	$1.00

Sanctions	$0.50
UCC Filings	$0.50
Verification	$0.75
Watercraft	$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)	$6.00
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	$0.50
Additional Report Options:	--
Additional Deceased Data Sources	$0.00
Associates	$0.00
Bankruptcy (Charged Per Search) (not discounted)	$0.25
Business Address Summary	$0.25
Business Affiliations	$0.50
Business Phone Matches	$0.25
DEA Licenses	$0.25
Degrees	$0.00
Education	$0.50
Group Affiliations	$0.50
GSA Sanctions (Charged Per Search)	$0.50
Hospital Affiliations	$0.50
Liens And Judgments (Charged Per Search)	$0.25
Medical Licenses (Charged Per Search)	$1.00
Possible Criminal Records (Charged Per Search)	$0.25
Professional Licenses (Charged Per Search)	$1.00
Sanctions (Disciplinary) (Charged Per Search)	$0.50
Sexual Offenses (Charged Per Search)	$1.00
Specialties	$0.00
Verification	$0.75
Online Batch Services	
Advanced Person Search	$0.50
Deceased Person	$0.25
Address (Single)	$0.13
Address (Multiple)	$0.16
EDA Phones (Directory Assistance) (Single)	$0.10
EDA Phones (Directory Assistance) (Multiple)	$0.12
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	$0.25
Address And Phones (Single)	$0.25
Address And Phones (Multiple)	$0.30
Address And/Or Phone Dedupe (Single) (per input)	$0.03
Address And/Or Phone Dedupe (Multiple) (per input)	$0.04
Real Time Phone Search	$0.50
Real Time Motor Vehicle Registrations	$1.50

Property - Add Up To Five Properties Owned By The Subject	$1.00
Consumer InstantID	$0.65
Consumer InstantID With Fraud Defender	$0.95
Consumer InstantID With Red Flags Rule	$0.90
Business InstantID	$1.30
Business InstantID With Fraud Defender	$1.30
Multiple = 2 Or More Phones/Addresses Returned	--

LexisNexis®

Accurint for Government

Plan 44

Pricing is per hit unless otherwise indicated

All searches/reports with a price of $0.00 are considered "Standard Features" and are included in Subscription plan.

PRICE SCHEDULE (Subscription)	
FEATURE	**PRICE**
ADVANCED PERSON SEARCH	**$0.00**
AMERICAN BOARD OF MEDICAL SPECIALTIES SEARCH	**$1.00**
AMERICAN BOARD OF MEDICAL SPECIALTIES REPORT	**$5.00**
ASSOCIATES ("Next Steps")	**$0.00**
BANKRUPTCY SEARCH (Charged per search)	**$0.00**
Bankruptcy Report	**$0.00**
Bankruptcy Dockets ($0.50 for first 5 pages & $0.20 per page thereafter)	**$0.50**
Bankruptcy Documents (per page, up to max charge of $6 per document)	**$0.20**
BANKRUPTCIES, LIENS & JUDGMENTS SEARCH (Charged per search)	**$0.00**
BASIC LOOKUP SEARCH (Directory Assistance)	**$0.00**
BOOLEAN SEARCH	**$0.00**
BUSINESS CREDIT SEARCH	**$0.00**
Business Credit Report	**$0.00**
BUSINESS INSTANTID SEARCH (Charged per search)	**$0.00**
BUSINESS INSTANTID & FRAUDDEFENDER SEARCH (Charged per search)	**$0.00**
BUSINESS SEARCH	**$0.00**
BUSINESSES IN THE NEWS SEARCH (Not discounted)	**$5.00**
CANADIAN PHONES	**$0.40**
CASE AUDIT COMPLIANCE	**$0.00**
CASE CONNECT DECONFLICTION ALERTS	**$0.00**
CIVIL COURTS SEARCH (Report Included) (Charged per search)	**$0.00**
CLIA SEARCH	**$0.00**
CONCEALED WEAPONS PERMIT SEARCH	**$0.00**
CORPORATION FILINGS SEARCH (Report included except in Delaware)	**$0.00**
COURT SEARCH WIZARD (Additional fees may apply; orders are non-refundable) (not discounted)	
County Civil Lower & Upper Court - 7 Year	**$35.00**
County Civil Lower & Upper Court - 10 Year	**$40.00**
County Criminal - 7 Year	**$25.00**
County Criminal - 10 Year	**$30.00**
Federal Division Civil - 7 Year	**$16.00**
Federal Division Civil - 10 Year	**$25.00**
Federal Division Criminal - 7 Year	**$16.00**
Federal Division Criminal - 10 Year	**$25.00**
Statewide Criminal	**$24.00**
CREDIT (FCRA)	**$2.25**
CREDIT REPORT (Employment Purpose only) - Single (FCRA)	**$6.00**
CREDIT REPORT (Employment Purpose only) - BiMerge (FCRA)	**$12.00**
CREDIT REPORT (Employment Purpose only) - TriMerge (FCRA)	**$17.00**
CRIMINAL RECORDS SEARCH (Charged per search)	**$0.00**
Criminal Records Report	**$0.00**
DEA CONTROLLED SUBSTANCES LICENSE SEARCH	**$0.00**
DEATH RECORDS SEARCH (Charged per search)	**$0.00**
Death Records Report	**$0.00**

PRICE SCHEDULE (Subscription)	
FEATURE	**PRICE**
DELAWARE CORPORATION SEARCH (Not discounted)	**$1.00**
Delaware Corporation Report (Not discounted)	**$11.00**
DRIVER LICENSES SEARCH	**$0.00**
DUN & BRADSTREET (D&B) SEARCH	**$0.25**
Dun & Bradstreet (D&B) Report (Not discounted)	**$0.00**
E-MAIL SEARCH	**$0.40**
FAA AIRCRAFT SEARCH (Report Included)	**$0.00**
FAA PILOT SEARCH (Report Included)	**$0.00**
FEDERAL FIREARMS & EXPLOSIVES LICENSE SEARCH	**$0.00**
FEDERAL EMPLOYER ID NUMBERS (FEIN)	**$0.00**
FICTITIOUS BUSINESS NAME SEARCH	**$0.00**
FORECLOSURES SEARCH (Report Included)	**$0.00**
HUNTING/FISHING LICENSE SEARCH	**$0.00**
INSTANTID CONSUMER SEARCH (Charged per search)	**$0.00**
INSTANTID CONSUMER & FRAUDDEFENDER SEARCH (Charged per search)	**$0.00**
INTERNET DOMAIN NAME SEARCH	**$0.00**
LIENS & JUDGMENTS SEARCH (Charged per search)	**$0.00**
Liens & Judgments Report	**$0.00**
MARRIAGES / DIVORCES SEARCH	**$0.00**
MOTOR VEHICLES SEARCH	**$0.00**
Motor Vehicles Report	**$0.00**
MVR REPORTS (DRIVING RECORDS) (Charged per search) (Not discounted)	
Alabama 3-year	**$12.00**
Delaware	**$21.50**
Florida 3-year	**$7.15**
Florida 7-year	**$8.15**
Illinois	**$17.00**
Indiana 7-year	**$11.00**
Iowa	**$13.50**
Kansas	**$11.50**
Maine 3-year	**$12.00**
Minnesota 5-year	**$7.50**
Mississippi 3-year	**$16.00**
Nebraska 5-year	**$8.00**
North Carolina 7-year	**$13.00**
Rhode Island 3-year	**$23.00**
South Carolina 3-year	**$12.25**
Tennessee 5-year	**$12.00**
Utah 3-year	**$12.25**
Vermont 3-year	**$18.00**
West Virginia 7-year	**$10.00**
NATIONAL MOTOR VEHICLE ACCIDENT SEARCH & REPORT	**$0.00**
NATIONAL UCC FILINGS SEARCH (Report Included)	**$0.00**
NCPDP (National Council for Prescription Drug Programs) Search (Charged per search)	**$0.00**
NCPDP (National Council for Prescription Drug Programs) Report (Charged per search)	**$0.00**
NEIGHBORS ("Next Steps") (Not discounted)	**$0.00**
NPI SEARCH	**$0.00**
NPI Report	**$0.00**
OFFICIAL RECORDS SEARCH (Report Included)	**$0.00**
PASSPORT VALIDATION (Charged per search)	**$0.00**

PRICE SCHEDULE (Subscription)	
FEATURE	**PRICE**
PATRIOT ACT SEARCH (Charged per search)	**$0.00**
PEOPLE AT WORK SEARCH	**$0.00**
PEOPLE IN THE NEWS SEARCH (Not discounted)	**$5.00**
PERSON ALERTS MONITORING (Monthly Monitoring Transactions Per Account) (Alerts charged at regular price)	
1 - 50	**$0.00**
51 - 250	**$0.00**
251 - 500	**$0.00**
501 - 1,000	**$0.00**
1,001 - 5,000	**$0.00**
5,001 - 25,000	**$0.00**
25,001 - 100,000	**$0.00**
PHONES PLUS SEARCH	**$0.50**
PROFESSIONAL LICENSES SEARCH (Charged per search)	**$0.00**
PROPERTY ASSESSMENTS SEARCH	**$0.00**
Property Assessments Report	**$0.00**
PROPERTY DEEDS SEARCH	**$0.00**
Property Deeds Report (excluding Deed Image)	**$0.00**
Property Deeds Image (addl charge when ordered within Property Reports) (Not discounted)	**$8.00**
PROPERTY SEARCH (Property Assessments, Deeds & Mortgages)	**$0.00**
Property Report (Property Assessments, Deeds & Mortgages excluding Deed Image)	**$0.00**
PROVIDER SEARCH	**$0.25**
Provider Report	**$5.00**
PROVIDER SANCTION SEARCH (Charged per search)	**$0.25**
Provider Sanction Report	**$5.00**
REAL TIME MOTOR VEHICLE REGISTRATIONS (Charged per search)	**$3.50**
REAL TIME PERSON SEARCH (Charged per search)	**$3.50**
REAL TIME PHONE SEARCH	**$0.50**
RELATIVES ("Next Steps")	**$0.00**
RELATIVES, NEIGHBORS & ASSOCIATES ("Next Steps")	**$0.00**
RELAVINT VISUAL LINK ANALYSIS (Per Diagram) (Not discounted)	**$0.00**
REVERSE LOOKUP SEARCH (Reverse Directory)	**$0.00**
SATELLITE IMAGE SEARCH	**$0.00**
[redacted] **OFFENDERS SEARCH** (Report Included) (Charged per search)	**$0.00**
VIRTUAL IDENTITY SEARCH & REPORT	**$2.00**
VOTER REGISTRATION SEARCH	**$0.00**
WATERCRAFT SEARCH	**$0.00**
Watercraft Report	**$0.00**
WORKPLACE LOCATOR (Not discounted)	**$3.50**
REPORTS	
ASSET REPORT: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft and UCC Filings.	**$0.00**
AUTOMATED VALUATION MODEL (AVM) REPORT	**$0.00**
BUSINESS LINK REPORT	**$0.00**
COMPREHENSIVE REPORT (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, National Motor Vehicle Accident Search & Report, Hunting / Fishing Permits, Liens & Judgments, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	**$0.00**

PRICE SCHEDULE (Subscription)	
FEATURE	**PRICE**
ENTITLEMENT REPORT: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People at Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records and Sexual Offenders. Results can be restricted by the user to their applicable dates of interest.	**$0.00**
FINDER REPORT: Address Summary, Others using SSN, Date/Location where SSN issued, Phone Summary, Current Listed Phones, Unverified phones with Type and Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones at Historical Addresses, Bankruptcy Filings and Corporate Affiliations.	**$0.00**
SUMMARY REPORT: Address Summary, Others using SSN, Date/Location where SSN issued, Census Data, Bankruptcy Indicator, Property Indicator and Corporate Affiliations Indicator.	**$0.00**
COMPREHENSIVE ADDRESS REPORT (Base Report Features: Current and Previous Residents and Phones at Address)	**$0.00**
Additional Report Options:	
Bankruptcy (Charged per search)	**$0.00**
Businesses at Address	**$0.00**
Concealed Weapons Permit Search	**$0.00**
Criminal Records Search (Charged per search)	**$0.00**
Criminal Records Report	**$0.00**
Driver Licenses at Address	**$0.00**
Hunting/Fishing License Search	**$0.00**
Liens and Judgments (Charged per search)	**$0.00**
Motor Vehicles Registered at Address	**$0.00**
Neighborhood Profile (2010 Census)	**$0.00**
Neighbors at Address	**$0.00**
Property Ownership Current / Previous	**$0.00**
Sexual Offenders Search (Report Included) (Charged per search)	**$0.00**
COMPREHENSIVE BUSINESS REPORT (Base Report Features: Name, Address and Phone Variations, Parent Company, Id Numbers and Industry Information)	**$0.00**
Additional Report Options:	
Associated Businesses	**$0.00**
Associated People	**$0.00**
Bankruptcy (Charged per search)	**$0.00**
Business Registrations	**$0.00**
Corporation Filings	**$0.00**
Dun & Bradstreet Records (Not Discounted)	**$3.75**
FAA Aircraft	**$0.00**
Internet Domain Names	**$0.00**
IRS 5500	**$0.00**
Liens and Judgments (Charged per search)	**$0.00**
Motor Vehicles	**$0.00**
Properties	**$0.00**
UCC Filings	**$0.00**
Watercraft	**$0.00**
CUSTOM COMPREHENSIVE REPORT (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	**$0.00**
Additional Report Options:	
Associates	**$0.00**
Bankruptcy (Charged per search)	**$0.00**

PRICE SCHEDULE (Subscription)	
FEATURE	**PRICE**
Criminal Records (Charged per search)	**$0.00**
DEA Controlled Substances License Search	**$0.00**
Driver Licenses Information	**$0.00**
Email Search	**$0.40**
Federal Firearms & Explosives License Search	**$0.00**
Liens and Judgments (Charged per search)	**$0.00**
Motor Vehicle(s) Registration (Watercraft & Boat Trailers included)	**$0.00**
National Motor Vehicle Accident Search & Report	**$0.00**
Neighborhood Profile (2010 Census)	**$0.00**
Neighbors (Up to 6 Neighbors at 10 Different Addresses)	**$0.00**
People at Work	**$0.00**
Phones Plus	**$0.50**
Professional Licenses (Charged per search)	**$0.00**
Properties	**$0.00**
Relatives (Per Degree of Separation; Up to 3 Degrees)	**$0.00**
Sexual Offenses (Charged per search)	**$0.00**
Supplemental Data Sources (Charged per search)	**$0.00**
UCC Filings	**$0.00**
FLAT RATE COMPREHENSIVE HEALTHCARE BUSINESS REPORT (includes Base Report Features and Additional Report Options listed below)	**$10.00**
COMPREHENSIVE HEALTHCARE BUSINESS REPORT (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	**$0.50**
Additional Report Options:	
Associated Businesses	**$1.00**
Associated People	**$1.00**
Bankruptcy (Charged per search)	**$1.00**
Business Phone Matches	**$0.25**
Business Registrations	**$0.25**
Corporation Filings	**$1.00**
Dun & Bradstreet Records (Not Discounted)	**$3.75**
FAA Aircraft	**$0.25**
Internet Domain Names	**$0.25**
IRS 5500	**$1.00**
Liens and Judgments (Charged per search)	**$0.25**
Motor Vehicles	**$0.75**
Properties	**$1.00**
Sanctions	**$0.50**
UCC Filings	**$0.50**
Verification	**$0.75**
Watercraft	**$1.00**
FLAT RATE COMPREHENSIVE HEALTHCARE PROVIDER REPORT (includes Base Report Features and Additional Report Options listed below)	**$6.00**
COMPREHENSIVE HEALTHCARE PROVIDER REPORT (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	**$0.50**
Additional Report Options:	
Additional Deceased Data Sources	**$0.00**
Associates	**$0.00**
Bankruptcy (Charged per search) (Not discounted)	**$0.25**
Business Address Summary	**$0.25**
Business Affiliations	**$0.50**
Business Phone Matches	**$0.25**

PRICE SCHEDULE (Subscription)	
FEATURE	**PRICE**
DEA Licenses	**$0.25**
Degrees	**$0.00**
Education	**$0.50**
Group Affiliations	**$0.50**
GSA Sanctions (Charged per search)	**$0.50**
Hospital Affiliations	**$0.50**
Liens and Judgments (Charged per search)	**$0.25**
Medical Licenses (Charged per search)	**$1.00**
Possible Criminal Records (Charged Per Search)	**$0.25**
Professional Licenses (Charged per search)	**$1.00**
Sanctions (Disciplinary) (Charged per search)	**$0.50**
Sexual Offenses (Charged per search)	**$1.00**
Specialties	**$0.00**
Verification	**$0.75**
ONLINE BATCH	
Advanced Person Search	**$0.50**
Deceased Person	**$0.25**
Address (single)	**$0.13**
Address (multiple)	**$0.16**
EDA Phones (Directory Assistance) (single)	**$0.10**
EDA Phones (Directory Assistance) (multiple)	**$0.12**
Waterfall Phones - Directory Assistance Match, Address and Name Variations, Co-Residents, Phones Plus & Relatives; Add-ons Possible Relocation, Neighbors & People at Work (single)	**$0.23**
Waterfall Phones - Directory Assistance Match, Address and Name Variations, Co-Residents, Phones Plus & Relatives; Add-ons Possible Relocation, Neighbors & People at Work (multiple)	**$0.25**
Address and Phones (single)	**$0.25**
Address and Phones (multiple)	**$0.30**
Address and/or Phone Dedupe (per input) (single)	**$0.03**
Address and/or Phone Dedupe (per input) (multiple)	**$0.04**
Phones Plus	**$0.50**
Real Time Phone Search	**$0.50**
Real Time Motor Vehicle Registrations	**$1.50**
Property - Add Up to Five Properties owned by the subject	**$1.00**
Consumer InstantID	**$0.65**
Consumer InstantID with Fraud Defender	**$0.95**
Consumer InstantID with Red Flags Rule	**$0.90**
Business InstantID	**$1.30**
Business InstantID with Fraud Defender	**$1.30**
Multiple = 2 or more phones/addresses returned	

Addendum for Access to Limited Access DMF Data - Government

Parties	[_____] and all of its applicable affiliates that receive access to Limited Access DMF Data from LN ("Recipient")
	The applicable affiliate of LexisNexis Risk Solutions that is a party to any Contract ("LN")
Applicable Contract	Any agreement pursuant to which Recipient obtains products or services from LN, whether executed prior to or after this Addendum (each a "Contract")
Effective Date	The date signed by Recipient below
Addendum No. (if required under the Contract)	

This Addendum ("**Addendum**"), dated as of the Effective Date, is for Access to Limited Access DMF Data, amends and supplements each Contract between LN and Recipient, and applies with respect to the Limited Access DMF data described herein only. Unless notice is provided by LN otherwise, the term of this Addendum shall run in parallel to any Contract(s) under which Limited Access DMF is provided.

The Parties agree as follows:

I. Definitions. For purposes of this Addendum, these terms are defined as follows:

- **a. Agreement:** The Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The Agreement is attached hereto as "Exhibit A".
- **b. Certification Form:** The Limited Access Death Master File Subscriber Certification Form executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The Certification Form is attached hereto as "Exhibit B".
- **c. DMF**: The federal Death Master File.
- **d. NTIS:** National Technical Information Service, U.S. Department of Commerce
- **e. Open Access DMF:** The DMF product made available through LN, which obtains the data from NTIS, and which does not include DMF with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Open Access DMF data should not be accessed pursuant to this Addendum but should be accessed pursuant to a customer contract for such DMF data that is not Limited Access DMF.
- **f. Limited Access DMF**: Limited Access DMF includes DMF data with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Limited Access DMF is made available through LN as a Certified Person, by NTIS. This Addendum governs Recipient's access to Limited Access DMF from LN (or the applicable LN affiliate), whether full or partial Limited Access DMF records or indicators of deceased status, and via any format, including online, XML feed, or in-house file processing through LN.

II. Certification.

Recipient's access to the Limited Access DMF requires certification of purpose, as required by 15 CFR Part 1110 and section 1001 of Title 18, United States Code. Recipient hereby certifies that it has the indicated permissible

purpose(s) under part (a) of this Section II ("Certification") and that it meets the requirements of part (b) of this Section II:

(a) Such Recipient has a legitimate fraud prevention interest, or has a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty, will use the Limited Access DMF only for such purpose(s), and specifies the basis for so certifying as (choose any applicable purposes that apply to Recipient's use):

☐ **Legitimate Fraud Prevention Interest:** Recipient has a legitimate fraud prevention interest to detect and prevent fraud and/or to confirm identities across its commercial business and/or government activities.

☐ **Legitimate Business Purpose Pursuant to a Law, Governmental Rule, Regulation, or Fiduciary Duty:** Recipient has one or more of the purposes permitted under 42 USC 1306c including fraud prevention and ID verification purposes. Recipient's specific purpose(s) for obtaining Limited Access DMF data under this Addendum is:

☐ Fraud Prevention and identity verification purposes

☐ For uses permitted or required by law

☐ For uses permitted or required by governmental rules

☐ For uses permitted or required by regulation

☐ For uses necessary to fulfill or avoid violating fiduciary duties

and

(b) Recipient has systems, facilities, and procedures in place to safeguard Limited Access DMF, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986, and

(c) Recipient agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to Recipient.

III. Flow-down Agreement Terms and Conditions

The Parties agree that the following terms and conditions are applicable to Recipient and ordering, access to, and use of Limited Access DMF:

1. **Compliance with Terms of Agreement and CFR.** Recipient of Limited Access DMF must comply with the terms of the Agreement and the requirements of 15 CFR Part 1110, as though set forth as a Subscriber therein, and Recipients may not further distribute the Limited Access DMF.
2. **Change in Status**. Should Recipient's status change such that it would no longer have a permissible purpose to access Limited Access DMF under this Addendum, Recipient agrees to immediately notify LN in writing in the manner and format required for notices under the Contract. Should Recipient cease to have access rights to Limited Access DMF, Recipient shall destroy all Limited Access DMF, and will certify to LN in writing that is has destroyed all such DMF.
3. **Security and Audit**. Recipient will at all times have security provisions in place to protect the Limited Access DMF from being visible, searchable, harvestable or in any way discoverable on the World Wide Web. Recipient understands that any successful attempt by any person to gain unauthorized access to or use of the Limited Access DMF provided by LN may result in immediate termination of Recipient's access and this Addendum. In addition, any successful attempt by any person to gain unauthorized access may under certain circumstances result in penalties as prescribed in 15 CFR § 1110.200 levied on Recipient and the person attempting such access. Recipient will take appropriate action to ensure that all persons accessing the Limited Access DMF it

obtains from LN are aware of their potential liability for misuse or attempting to gain unauthorized access. Any such access or attempted access is a breach, or attempted breach, of security and Recipient must immediately report the same to NTIS at dmfcert@ntis.gov; and to LN by written notification to the LN Information Assurance and Data Protection Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email (security.investigations@lexisnexis.com) and by phone (1-888-872-5375). Recipient agrees to be subject to audit by LN and/or NTIS to determine Recipient's compliance with the requirements of this Addendum, the Agreement, and 15 CFR Part 1110. Recipient agrees to retain a list of all employees, contractors, and subcontractors to which it provides Limited Access DMF and to make that list available to NTIS and/or LN as part of any audits conducted hereunder. Recipient will not resell or otherwise redistribute the Limited Access DMF.

4. **Penalties.** Recipient acknowledges that failure to comply with the provisions of paragraph (3) of the Certification Form may subject Recipient to penalties under 15 CFR § 1110.200 of $1,000 for each disclosure or use, up to a maximum of $250,000 in penalties per calendar year, or potentially uncapped for willful disclosure.
5. **Law, Dispute Resolution, and Forum.** Recipient acknowledges that this Addendum is governed by the terms of federal law. Recipient acknowledges that the terms of Section 14 of the Agreement govern disagreement handling, and, without limitation to the foregoing, that jurisdiction is federal court.
6. **Liability.** The U.S. Government/NTIS and LN (a) make no warranty, express or implied, with respect to information provided under the Agreement, including but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assume no liability for any direct, indirect or consequential damages flowing from any use of any part of the Limited Access DMF, including infringement of third party intellectual property rights; and (c) assume no liability for any errors or omissions in Limited Access DMF. The Limited Access DMF does have inaccuracies and NTIS and the Social Security Administration (SSA), which provides the DMF to NTIS, and LN, do not guarantee the accuracy of the Limited Access DMF. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person in the Limited Access DMF is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the Limited Access DMF. Recipient specifically acknowledges the terms of Attachment B to the Agreement, which terms apply to Recipient.
7. **Survival**. Provisions hereof related to indemnification, use and protection of Limited Access DMF, audit, disclaimer of warranties, and governing law shall survive termination of this Addendum.
8. **Conflict of Terms.** Recipient acknowledges that the terms of this Addendum, in the event of conflict with the terms of the Contract, apply in addition to, and not in lieu of, such Contract terms, with respect to the Limited Access DMF only.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I am authorized to execute this Agreement on behalf of the Recipient listed above and that I have direct knowledge of the facts stated above.

Recipient

Signature _____

Print Name _____

Title _____

Dated _____ (mm/dd/yy)

LN Non-FCRA Application & Agreement Government Agencies & Law Enforcement

LexisNexis Risk Solutions FL Inc. and its Affiliates (collectively or individually "LN") provide various Non-FCRA products and services (the "LN Services"). The information submitted on this Application and Agreement ("Agreement") will be used to determine the Customer's (as defined below) eligibility for accessing the LN Services. LN reserves the right to reject this Agreement without reason or for any reason whatsoever, without recourse against LN, or any of its employees, officers, directors, agents, affiliates, or other designees. Additionally, Customer hereby authorizes LN to independently verify the information provided herein and perform research about the individuals identified herein. "Affiliates" are those affiliates of LexisNexis Risk Solutions FL Inc. that provide LN Services pursuant to this Agreement.

PART 1 - CUSTOMER INFORMATION (This section must be filled out entirely)

SECTION A: AGENCY INFORMATION ("Customer") (P.O. Boxes and Maildrop Addresses Cannot be Used)

Agency Name (Full Legal Name) REQUIRED _____

Physical Address* _____

City _____ State _____ Zip _____

Main Agency Phone Number* _____ Fax _____ Web Address _____

*** Physical location where information will be used. Phone number must be Main number/Switchboard number at this location.**

If located at the above address less than six (6) months, provide most recent prior address below:

Physical Address _____

City _____ State _____ Zip _____

IP Address** _____

IP Address Range** From _____ To _____

** If you do not know your company's IP address(es): Contact your network administration OR log onto https://www.whatismyIP.com

SECTION B: CUSTOMER ADMINISTRATOR* OR MAIN CONTACT INFORMATION

Last Name _____ First Name _____ Middle Initial _____

Title _____ Telephone _____ Email Address _____

Admin IP Address _____

* Required only for local and municipal agencies - For credentialing purposes, each Customer Administrator must provide two (2) of the three (3) following pieces of identified information.

1. First five (5) digits of your Social Security Number _____
2. Full date of birth _____
3. Home address _____

ADDITIONAL CUSTOMER ADMINISTRATOR* OR MAIN CONTACT INFORMATION (Optional)

Last Name _____ First Name _____ Middle Initial _____

Title _____ Telephone _____ Email Address _____

Admin IP Address _____

* Required only for local and municipal agencies - For credentialing purposes, each Customer Administrator must provide two (2) of the three (3) following pieces of identified information.

1. First five (5) digits of your Social Security Number _____
2. Full date of birth _____
3. Home address _____

PART 2 - CREDENTIALING

SECTION A: CUSTOMER SECURITY CERTIFICATION

Customer certifies that the Customer has not been the subject of any proceeding regarding any trust-related matter including, but not limited to, fraud, counterfeiting, identity theft and the like, and that Customer has not been the subject of any civil, criminal or regulatory matter that would create an enhanced security risk to LN or its data, including, but not limited to, any matter involving potential violations of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801, et seq.) and its implementing regulations (collectively, "GLBA"), the Driver's Privacy Protection Act (18 U.S.C. § 2721, et seq.) and related state laws (collectively, the "DPPA"), the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA"), the Fair Debt Collection Practices Act (15 U.S.C. § 1692-1692p) ("FDCPA") or any other similar legal or regulatory guidelines. If any such matter has occurred, Customer shall attach a signed statement, along with all relevant supporting documentation, providing all details of this matter prior to execution of this Agreement.

SECTION B: VENDOR REFERENCE RELEASE - Required only for local and municipal agencies.

Please list at least one (1) current Business to Business Vendor Reference. This section is optional, but if it is not completed and LN is not able to complete its credentialing process, LN reserves the right to re-request this information prior to account activation. Such re-request will result in processing delays.

Company Name _____ Contact _____
Address _____
City _____ State _____ Zip _____
Phone _____ Fax _____
Email _____ Account Number (if applicable) _____

Company Name _____ Contact _____
Address _____
City _____ State _____ Zip _____
Phone _____ Fax _____
Email _____ Account Number (if applicable) _____

SECTION C: AGENCY INFORMATION (select one)

☐ Federal Government ☐ Federal Law Enforcement ☐ State Government ☐ State Law Enforcement
☐ Local/Municipal Government ☐ Local/Municipal Law Enforcement
☐ Other (Specify) _____

SECTION D: PURPOSE OF USE

Describe _____

SECTION E: ACCESS (select all that apply)

☐ Server (system to system) ☐ Internet/PC ☐ Fax ☐ Phone
☐ Other _____

SECTION F: SITE VISIT INFORMATION

A site visit will be required for local and municipal agencies. Site visits may be required for any other Customer. Should a site visit be required, Customer agrees to authorize the site visit, cooperate in the site visit, and to pay the site visit charges as stated in the Schedule(s) A to this Agreement. Site visits are conducted for LN by an approved third-party. Please indicate if the appropriate contact is different than the contact listed in Part 1, Section B.

Site Visit Contact _____ Contact Phone _____
Contact Email _____

PART 3 - BILLING INFORMATION

SECTION A: CREDIT CARD INFORMATION (If you choose to be billed on a credit card, fill out this portion and proceed to Part 3, Section C. If you choose to be billed directly, skip Part 3, Section A and proceed to Part 3, Section B). LN accepts MasterCard, Visa, and American Express. For security and authentication purposes, LN requires the account holder to provide the address to which the credit card company mails the monthly statement.

Cardholder Name _____
Credit Card Statement Address _____
City _____ State _____ Zip _____
Card Type: ☐ Master Card ☐ Visa ☐ American Express

Card Number _____ Expiration (MM/YY) _____

If I have elected to be credit card billed, I hereby authorize LN to bill this credit card for the charges incurred for use of LN Services. Additionally, I hereby agree that, if the credit card company refuses to pay LN for such charges incurred, the Customer shall be responsible for the payment of such charges. ***If credit card billing is elected, the below signatory must be the credit card holder.***

Credit Card Billing Signature: _____

Print Name _____

Title _____

Dated _____ (mm/dd/yy)

SECTION B: DIRECT BILLING INFORMATION

By submitting this direct billing application, Customer certifies that the individual whose name appears below is authorized to apply for credit on behalf of the Customer named in this Agreement. Customer certifies that the information provided relating to this credit application is true and complete. Customer hereby grants LN permission to verify the credit information provided herein.

BILLING CONTACT

Last Name _____ First Name _____ Title _____

Telephone _____ Email Address _____

Billing Address _____

City _____ State _____ Zip _____

SECTION C: ADDITIONAL BILLING INFORMATION

Require a P.O. Number on Invoice? ☐ No ☐ Yes If Yes, provide P.O. Number _____

Sales Tax Exempt ☐ No ☐ Yes If Yes, provide proof of exemption.

PART 4 - PERMISSIBLE USE CERTIFICATIONS

Law Enforcement Agencies Only: Review and, if appropriate, certify to the following:

Customer represents and warrants that it will use the LN Services solely for law enforcement purposes, which comply with applicable privacy laws including, but not limited to the GLBA and the DPPA. To certify, check here: ☐ Proceed to Part 4, Section C.

SECTION A: GLBA EXCEPTION/PERMISSIBLE PURPOSE – **NOT APPLICABLE TO LAW ENFORCEMENT**

Some LN Services use and/or display nonpublic personal information that is governed by the privacy provisions of the GLBA. Customer certifies it has the permissible purposes under the GLBA to use and/or obtain such information, as marked below, and Customer further certifies it will use such information obtained from LN Services only for such purpose(s) selected below or, if applicable, for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

(At least one (1) must be checked to be permitted access to GLBA data)

☐	No applicable GLBA exception/permissible use.
☐	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
☐	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications.
☐	To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.
☐	In required institutional risk control programs.
☐	In resolving consumer disputes or inquiries.
☐	Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
☐	Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
☐	In complying with federal, state, or local laws, rules, and other applicable legal requirements.
☐	To the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies (including a Federal functional regulator, the Secretary of Treasury, a State insurance authority, or the Federal Trade Commission), self-regulatory organizations, or for an investigation on a matter related to public safety.

SECTION B: DPPA PERMISSIBLE USES – **NOT APPLICABLE TO LAW ENFORCEMENT**

Some LN Services use and/or display personal information, the use of which is governed by the DPPA. Customer certifies it has a permissible use under the DPPA to use and/or obtain such information and Customer further certifies it will use such information obtained from LN Services only for one (1) or more of the purposes selected below or for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

(At least one (1) must be checked to be permitted access to DPPA data)

☐	No permissible use.
☐	For use in connection with any civil, criminal, administrative, or arbitral proceeding in any federal, state, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
☐	For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only— (A) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and (B) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
☐	Use by a government agency, but only in carrying out its functions.
☐	Use by any person acting on behalf of a government agency, but only in carrying out the agency's functions.
☐	Use by an insurer (or its agent) in connection with claims investigation activities or antifraud activities.
☐	In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle manufacturer).

☐	Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under Chapter 313 of Title 49 of the United States Code.
☐	For use in providing notice to the owners of towed or impounded vehicles.
☐	For use in connection with the operation of private toll transportation facilities.

With regard to the information that is subject to the DPPA, some state laws' permissible uses may vary from the permissible uses identified above. In such cases, some state information may not be available under each permissible use listed above and/or Customer may be asked to certify to a permissible use permitted by applicable state law to obtain information from a specific state.

Customer agrees and certifies it will use the information described in Sections A and B of this Part 4 only in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

SECTION C: QUALIFIED ACCESS

Certain users ("Authorized Users") may be able to obtain full social security numbers (nine (9) digits) and driver's license numbers (collectively, "QA Data"), when appropriate, through some LN Services. Only those users that are within the Authorized User List below, and that use QA Data for an Authorized Use identified below, may qualify. To potentially qualify as an Authorized User, Customer must certify that its business is within the Authorized User List below and its use of QA Data is within the Authorized Use List below.

☐ Customer is **NOT** requesting access to QA Data (proceed to Part 5).

☐ Customer is requesting access to QA Data. Complete the sections below.

What department will be using QA Data? _____

SOCIAL SECURITY NUMBERS

1. AUTHORIZED USER (At least one (1) must be checked to receive Social Security Numbers)

☐	Not an authorized user.
☐	Federal, state or local government agency with law enforcement responsibilities.
☐	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
☐	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
☐	Collection department of a creditor.
☐	Collection company acting on behalf of a creditor or on its own behalf.
☐	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Social Security Numbers)

☐	No authorized use.
☐	Location of suspects or criminals.
☐	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
☐	Location of individuals alleged to have failed to pay taxes or other lawful debts.
☐	Identity verification.
☐	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Social Security Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

DRIVER'S LICENSE NUMBERS

1. AUTHORIZED USER (At least one (1) must be checked to receive Driver's License Numbers)

☐	Not an authorized user.
☐	Federal, state or local government agency with law enforcement responsibilities.
☐	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
☐	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
☐	Collection department of a creditor.
☐	Collection company acting on behalf of a creditor or on its own behalf.
☐	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Driver's License Numbers)

☐	No authorized use.
☐	Location of suspects or criminals.
☐	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
☐	Location of individuals alleged to have failed to pay taxes or other lawful debts.
☐	Identity verification.
☐	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Driver's License Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

PART 5 - TERMS AND CONDITIONS

1. **SCOPE OF SERVICES**. LN agrees to provide the LN Services described in a Purchase Order or Schedule A to this Agreement to Customer, subject to the terms and conditions herein. This Agreement shall encompass any and all delivery methods provided to Customer for the LN Services, including, but not limited to, online, batch, XML, assisted searching, machine-to-machine searches, and any other means which may become available.

2. **RESTRICTED LICENSE.** LN hereby grants to Customer a restricted license to use the LN Services and any data contained therein, subject to the restrictions and limitations set forth below:

(i) Generally. LN hereby grants to Customer a restricted license to use the LN Services solely for Customer's own internal business purposes. Customer represents and warrants that all of Customer's use of the LN Services shall be for only legitimate business purposes, including those specified by Customer in connection with a specific information request, relating to its business and as otherwise governed by the Agreement. Customer shall not use the LN Services for marketing purposes or resell or broker the LN Services to any third-party, and shall not use the LN Services for personal (non-business) purposes. Customer shall not use the LN Services to provide data processing services to third-parties or evaluate data for third-parties or, without LN's consent, to compare the LN Services against a third party's data processing services. Customer agrees that, if LN determines or reasonably suspects that continued provision of the LN Services to Customer entails a potential security risk, or that Customer is in violation of any provision of this Agreement or law, LN may take immediate action, including, without limitation, terminating the delivery of, and the license to use, the LN Services. Customer shall not access the LN Services from Internet Protocol addresses located outside of the United States and its territories without LN's prior written approval. Customer may not use the LN Services to create a competing product. Customer shall comply with all laws, regulations and rules which govern the use of the LN Services and information provided therein. LN may at any time mask or cease to provide Customer access to any LN Services or portions thereof which LN may deem, in LN's sole discretion, to be sensitive or restricted information.

(ii) GLBA Data. Some of the information contained in the LN Services is "nonpublic personal information," as defined in the Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the "GLBA"), and is regulated by the GLBA ("GLBA Data"). Customer shall not obtain and/or use GLBA Data through the LN Services in any manner that would violate the GLBA, or any similar state or local laws, regulations and rules. Customer acknowledges and agrees that it may be required to certify its permissible use of GLBA Data falling within an exception set forth in the GLBA at the time it requests information in connection with certain LN Services and will recertify upon request by LN. Customer certifies with respect to GLBA Data received through the LN Services that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.

(iii) DPPA Data. Some of the information contained in the LN Services is "personal information," as defined in the Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "DPPA"), and is regulated by the DPPA ("DPPA Data"). Customer shall not obtain and/or use DPPA Data through the LN Services in any manner that would violate the DPPA. Customer acknowledges and agrees that it may be required to certify its permissible use of DPPA Data at the time it requests information in connection with certain LN Services and will recertify upon request by LN.

(iv) Social Security and Driver's License Numbers. LN may in its sole discretion permit Customer to access QA Data (as previously defined). If Customer is authorized by LN to receive QA Data, and Customer obtains QA Data through the LN Services, Customer certifies it will not use the QA Data for any purpose other than as expressly authorized by LN policies, the terms and conditions herein, and applicable laws and regulations. In addition to the restrictions on distribution otherwise set forth in Paragraph 3 below, Customer agrees that it will not permit QA Data obtained through the LN Services to be used by an employee or contractor that is not an Authorized User with an Authorized Use. Customer agrees it will certify, in writing, its uses for QA Data and recertify upon request by LN. Customer may not, to the extent permitted by the terms of this Agreement, transfer QA Data via email or ftp without LN's prior written consent. However, Customer shall be permitted to transfer such information so long as: 1) a secured method (for example, sftp) is used, 2) transfer is not to any third-party, and 3) such transfer is limited to such use as permitted under this Agreement. LN may at any time and for any or no reason cease to provide or limit the provision of QA Data to Customer.

(v) Copyrighted and Trademarked Materials. Customer shall not remove or obscure any trademarks, copyright notices or other notices contained on materials accessed through the LN Services.

(vi) Additional Terms. To the extent that the LN Services accessed by Customer include information or data described in the Risk Supplemental Terms contained at the following website: www.lexisnexis.com/terms/risksupp/, Customer agrees to comply with the

Risk Supplemental Terms set forth therein. Additionally, certain other information contained within the LN Services is subject to additional obligations and restrictions. These services include, without limitation, news, business information, and federal legislative and regulatory materials. To the extent that Customer receives such information through the LN Services, Customer agrees to comply with the Terms and Conditions contained at the following website: www.lexisnexis.com/terms/general (the "L&P Terms"). The Risk Supplemental Terms and the L&P Terms are hereby incorporated into this Agreement by reference. In the event of a direct conflict between this Agreement, the Risk Supplemental Terms, and the L&P Terms, the order of precedence shall be as follows: this Agreement, the Risk Supplemental Terms and then the L&P Terms.

(vii) Fair Credit Reporting Act. The LN Services provided pursuant to this Agreement are not provided by "consumer reporting agencies," as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and do not constitute "consumer reports," as that term is defined under the FCRA. Accordingly, LN Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or another permissible purpose under the FCRA. Further, (A) Customer certifies that it will not use any of the information it receives through the LN Services for eligibility determinations for any of the following purposes: (1) in connection with establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes or in connection with the review or collection of a credit account of a consumer; (2) for employment purposes; (3) in connection with a determination of a consumer's eligibility for a license or other benefit granted by a government agency; (4) as a potential investor or servicer, or current insurer, in connection with a valuation of, or assessment of credit or prepayment risks associated with, an existing credit obligation; or (5) eligibility for any other purpose deemed to be a permissible purpose under the FCRA or any similar state statute; (B) by way of clarification, Customer may use, except as otherwise prohibited or limited by this Agreement, information received through the LN Services for the following purposes: (1) to verify or authenticate an individual's identity; (2) to prevent or detect fraud or other unlawful activity; (3) to locate an individual; (4) to review the status of a legal proceeding; or (5) to decide whether to buy or sell consumer indebtedness in a commercial transaction; (C) specifically, if Customer is using the LN Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third-party, Customer shall not use the LN Services (1) to revoke consumer credit; (2) to set or change repayment terms; or (3) for the purpose of determining a consumer's eligibility for any repayment plan; provided, however, that Customer may, consistent with the certification and limitations set forth in this section (viii), use the LN Services for identifying, locating, or contacting a consumer in connection with the collection of a consumer's debt or for prioritizing collection activities; and (D) Customer shall not use any of the information it receives through the LN Services to take any "adverse action," as that term is defined in the FCRA.

(viii) MVR Data. If Customer is permitted to access Motor Vehicle Records ("MVR Data") from LN, without in any way limiting Customer's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:

(a) Customer shall not use any MVR Data provided by LN, or portions of information contained therein, to create or update a file that Customer uses to develop its own source of driving history information.
(b) As requested by LN, Customer shall complete any state forms that LN is legally or contractually bound to obtain from Customer before providing Customer with MVR Data.
(c) LN (and certain Third-Party vendors) may conduct reasonable and periodic audits of Customer's use of MVR Data. In response to any such audit, Customer must be able to substantiate the reason for each MVR Data order.

(ix) HIPAA. Customer represents and warrants that Customer will not provide LN with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the parties.

(x) Retention of Records. For uses of GLB Data, DPPA Data and MVR Data, as described in Sections 2(ii), 2(iii) and 2(viii), Customer shall maintain for a period of five (5) years a complete and accurate record (including consumer identity, purpose and, if applicable, consumer authorization) pertaining to every access to such data.

3. **SECURITY.** Customer acknowledges that the information available through the LN Services may include personally identifiable information and it is Customer's obligation to keep all such accessed information confidential and secure. Accordingly, Customer shall (a) restrict access to LN Services to those employees who have a need to know as part of their official duties; (b) ensure that none of its employees shall (i) obtain and/or use any information from the LN Services for personal reasons, or (ii) transfer any information received through the LN Services to any party except as permitted hereunder; (c) keep all user identification numbers, and related passwords, or other security measures (collectively, "User IDs") confidential and prohibit the sharing of User IDs; (d) immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination; (e) in addition to any obligations under Paragraph 2, take all commercially reasonable measures to prevent unauthorized access to, or use of, the LN Services or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (f) maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through LN Services as it is being disposed; (g) purge all information received through the LN Services within ninety (90) days of initial receipt; provided that Customer may extend such period if and solely to the extent such information is retained thereafter in archival form to provide documentary support required for Customer's legal or regulatory compliance efforts; (h) be capable of receiving the LN Services where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by LN; (i) not access and/or use the LN Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by LN; (j) take all steps to protect their networks and computer environments, or those used to access the LN Services, from compromise; (k) on at least a quarterly

basis, review searches performed by its User IDs to ensure that such searches were performed for a legitimate business purpose and in compliance with all terms and conditions herein; and (l) maintain policies and procedures to prevent unauthorized use of User IDs and the LN Services. Customer will immediately notify LN, by written notification to the LN Privacy, Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email (security.investigations@lexisnexis.com) and by phone (1-888-872-5375), if Customer suspects, has reason to believe or confirms that a User ID or the LN Services (or data derived directly or indirectly therefrom) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose contrary to the terms and conditions herein. Furthermore, in the event that the LN Services provided to the Customer include personally identifiable information (including, but not limited to, social security numbers, driver's license numbers or dates of birth), the following shall apply: Customer acknowledges that, upon unauthorized acquisition or access of or to such personally identifiable information, including but not limited to that which is due to use by an unauthorized person or due to unauthorized use (a "Security Event"), Customer shall, in compliance with law, notify the individuals whose information was potentially accessed or acquired that a Security Event has occurred, and shall also notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required in LN's reasonable discretion. Customer agrees that such notification shall not reference LN or the product through which the data was provided, nor shall LN be otherwise identified or referenced in connection with the Security Event, without LN's express written consent. Customer shall be solely responsible for any other legal or regulatory obligations which may arise under applicable law in connection with such a Security Event and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith. Customer shall provide samples of all proposed materials to notify consumers and any third-parties, including regulatory entities, to LN for review and approval prior to distribution. In the event of a Security Event, LN may, in its sole discretion, take immediate action, including suspension or termination of Customer's account, without further obligation or liability of any kind.

4. **PERFORMANCE**. LN will use commercially reasonable efforts to deliver the LN Services requested by Customer and to compile information gathered from selected public records and other sources used in the provision of the LN Services; provided, however, that the Customer accepts all information "**AS IS**". Customer acknowledges and agrees that LN obtains its data from third party sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on LN for the accuracy or completeness of information supplied through the LN Services. Without limiting the foregoing, the criminal record data that may be provided as part of the LN Services may include records that have been expunged, sealed, or otherwise have become inaccessible to the public since the date on which the data was last updated or collected. Customer understands that Customer may be restricted from accessing certain LN Services which may be otherwise available. LN reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of, the LN Services. In the event that LN discontinues a material portion of the materials and features that Customer regularly uses in the ordinary course of its business, and such materials and features are part of a flat fee subscription plan to which Customer has subscribed, LN will, at Customer's option, issue a prorated credit to Customer's account.

5. **PRICING SCHEDULES.** Upon acceptance by the LN Affiliate(s) set forth on an applicable Purchase Order or Schedule A (hereinafter "Schedule(s) A"), such LN Affiliate(s) shall provide the LN Services requested by Customer and set forth in one (1) or more Schedules A attached hereto or subsequently incorporated by reference, for the fees listed on such purchase orders or schedules. The fees listed on a Schedule A may be updated from time to time by notice to Customer. All current and future pricing documents and Schedule(s) A are deemed incorporated herein by reference.

6. **INTELLECTUAL PROPERTY; CONFIDENTIALITY**. Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the LN Services' information, programs or computer applications. Customer acknowledges that LN (and/or its third party data providers) shall retain all right, title, and interest under applicable contractual, copyright, patent, trademark, Trade Secret and related laws in and to the LN Services and the data and information that they provide. Customer shall use such materials in a manner consistent with LN's interests and the terms and conditions herein, and shall notify LN of any threatened or actual infringement of LN's rights. Customer and LN acknowledge that they each may have access to confidential information of the disclosing party ("Disclosing Party") relating to the Disclosing Party's business including, without limitation, technical, financial, strategies and related information, computer programs, algorithms, know-how, processes, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined below) and other information (whether written or oral), and in the case of LN's information, product information, pricing information, product development plans, forecasts, data contained in LN Services, and other business information ("Confidential Information"). Confidential Information shall not include information that: (i) is or becomes (through no improper action or inaction by the Receiving Party (as defined below)) generally known to the public; (ii) was in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party; (iii) was lawfully disclosed to Receiving Party by a third-party and received in good faith and without any duty of confidentiality by the Receiving Party or the third-party; or (iv) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to such Confidential Information. "Trade Secret" shall be deemed to include any information which gives the Disclosing Party an advantage over competitors who do not have access to such information as well as all information that fits the definition of "trade secret" including without limitation pricing information applicable to this Agreement. Each receiving party ("Receiving Party") agrees not to divulge any Confidential Information or information derived therefrom to any third-party and shall protect the confidentiality of the Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information and trade secrets, but in no event less than a reasonable degree of care. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the Receiving Party shall give the Disclosing party prompt written notice of such subpoena, court order or other governmental authority so as to allow the Disclosing party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information. Each party's obligations with

respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years thereafter, provided however, that with respect Trade Secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret. Notwithstanding the foregoing, if Customer is bound by the Freedom of Information Act, 5 U.S.C. 552, or other federal, state, or municipal open records laws or regulations which may require disclosure of information, and disclosure thereunder is requested, Customer agrees that it shall notify LN in writing and provide LN an opportunity to object, if so permitted thereunder, prior to any disclosure.

7. **PAYMENT OF FEES.** Customer shall be responsible for payment for all services ordered by Customer or obtained through Customer's User IDs after the expiration of a free trial, if applicable, whether or not such User ID is used by Customer or a third-party, provided access to the User ID is not the result of use by a person formerly or presently employed by LN or who obtains the User ID by or through a break-in or unauthorized access of LN's offices, premises, records, or documents. Customer shall pay to LN the fees incurred for the use of the LN Services, and Customer agrees that it may be electronically invoiced for those fees. Payments shall be received within thirty (30) days of the invoice date. Any balance not timely paid will accrue interest at the rate of eighteen percent (18%) per annum or the highest rate allowed by applicable law, whichever is less. Customer's obligation to pay invoiced amounts is not subject to any offset, defense or counterclaim.

8. **APPROPRIATION OF FUNDS.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any current or future fiscal period, then Customer may, at its option, terminate this Agreement on the last day of any calendar month, upon ten (10) days prior written notice to LN, without future obligations, liabilities or penalties, except that Customer shall remain liable for amounts due up to the time of termination. In addition, Customer shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Agreement for the next fiscal year.

9. **TERM OF AGREEMENT.** This Agreement is for services rendered and shall be in full force and effect during such periods of time during which LN is providing services for Customer (the "Term"); provided, however, that any term provided on a Schedule A (the "Schedule A Term") shall apply to the LN Services provided under such Schedule A until the expiration of that Schedule A Term. Upon expiration of any Schedule A Term, this Agreement shall continue in effect for so long as LN is providing services for Customer.

10. **TERMINATION.** Except where a Schedule A provides for a Schedule A Term or otherwise sets forth Customer's minimum financial commitment, either party may terminate this Agreement at any time for any reason.

11. **GOVERNING LAW.** In the event that Customer is a government agency, this Agreement shall be governed by and construed in accordance with the municipal, state, or federal law(s) applicable to such agency, without effect to conflicts of law principles.

12. **ASSIGNMENT**. Neither this Agreement nor the license granted herein may be assigned by Customer, in whole or in part, without the prior written consent of LN. An assignment includes without limitation the dissolution, merger, consolidation, reorganization, sale or other transfer of assets, properties, or controlling interest of twenty percent (20%) or more of Customer. Any assignment without the prior written consent of LN shall be void.

13. **DISCLAIMER OF WARRANTIES.** LN (FOR PURPOSES OF INDEMNIFICATION BY CUSTOMER, WARRANTIES, DISCLAIMERS, AND LIMITATIONS ON LIABILITY, LN, ITS SUBSIDIARIES AND AFFILIATES, AND ITS DATA PROVIDERS ARE COLLECTIVELY REFERRED TO AS "LN") DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE LN SERVICES. LN DOES NOT WARRANT THE CORRECTNESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LN SERVICES OR INFORMATION PROVIDED THEREIN. Due to the nature of public record information, the public records and commercially available data sources used in the LN Services may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. LN Services are not the source of data, nor are they a comprehensive compilation of the data. Before relying on any data, it should be independently verified.

14. **LIMITATION OF LIABILITY.** Customer agrees that LN's aggregate liability for any and all losses or injuries arising out of any act or omission of LN in connection with anything to be done or furnished under this Agreement, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed One Hundred Dollars ($100.00); and Customer covenants and promises that it will not sue LN for an amount greater than such sum even if Customer and/or third-parties were advised of the possibility of such damages and that it will not seek punitive damages in any suit against LN. IN NO EVENT SHALL LN BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION DELIVERED HEREUNDER OR THE UNAVAILABILITY THEREOF.

15. **INDEMNIFICATION.** To the extent permitted by applicable state or federal law, Customer hereby agrees to protect, indemnify, defend, and hold harmless LN from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to (a) use of information received by Customer (or any third-party receiving such information from or through Customer) furnished by or through LN; (b) breach of any terms, conditions, representations or certifications in this Agreement; and (c) any Security Event. LN hereby agrees to protect, indemnify, defend, and hold harmless Customer from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in connection with any third-party claim that the LN Services or data contained therein, when used in accordance with this Agreement, infringe a United States patent or United States registered copyright, subject to the following: (i) Customer must promptly give written notice of any claim to LN; (ii) Customer must provide any assistance which LN may reasonably

request for the defense of the claim (with reasonable out of pocket expenses paid by LN); and (iii) LN has the right to control the defense or settlement of the claim; provided, however, that the Customer shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense. Notwithstanding the foregoing, LN will not have any duty to indemnify, defend or hold harmless Customer with respect to any claim of infringement resulting from (1) Customer's misuse of the LN Services; (2) Customer's failure to use any corrections made available by LN; (3) Customer's use of the LN Services in combination with any product or information not provided or authorized in writing by LN; or (4) any information, direction, specification or materials provided by Customer or any third-party. If an injunction or order is issued restricting the use or distribution of any part of the LN Services, or if LN determines that any part of the LN Services is likely to become the subject of a claim of infringement or violation of any proprietary right of any third-party, LN may in its sole discretion and at its option (A) procure for Customer the right to continue using the LN Services; (B) replace or modify the LN Services so that they become non-infringing, provided such modification or replacement does not materially alter or affect the use or operation of the LN Services; or (C) terminate this Agreement and refund any fees relating to the future use of the LN Services. The foregoing remedies constitute Customer's sole and exclusive remedies and LN's entire liability with respect to infringement claims or actions.

16. **SURVIVAL OF AGREEMENT.** Provisions hereof related to release of claims; indemnification; use and protection of information, data and LN Services; payment for the LN Services; audit; LN's use and ownership of Customer's search inquiry data; disclaimer of warranties and other disclaimers; security; customer data and governing law shall survive any termination of the license to use the LN Services.

17. **AUDIT.** Customer understands and agrees that, in order to ensure compliance with the FCRA, GLBA, DPPA, other similar state or federal laws, regulations or rules, regulatory agency requirements of this Agreement, LN's obligations under its contracts with its data providers, and LN's internal policies, LN may conduct periodic reviews of Customer's use of the LN Services and may, upon reasonable notice, audit Customer's records, processes and procedures related to Customer's use, storage and disposal of LN Services and information received therefrom. Customer agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by LN will be subject to immediate action including, but not limited to, suspension or termination of the license to use the LN Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

18. **EMPLOYEE TRAINING.** Customer shall train new employees prior to allowing access to LN Services on Customer's obligations under this Agreement, including, but not limited to, the licensing requirements and restrictions under Paragraph 2, the security requirements of Paragraph 3 and the privacy requirements in Paragraph 23. Customer shall conduct a similar review of its obligations under this Agreement with existing employees who have access to LN Services no less than annually. Customer shall keep records of such training.

19. **TAXES.** The charges for all LN Services are exclusive of any state, local, or otherwise applicable sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Customer's account.

20. **CUSTOMER CHANGES.** Customer shall notify LN immediately of any changes to the information on Customer's Application for the LN Services, and, if at any time Customer no longer meets LN's criteria for providing such service, LN may terminate this Agreement. Customer is required to promptly notify LN of a change in ownership of Customer, any change in the name of Customer, and/or any change in the physical address of Customer.

21. **RELATIONSHIP OF PARTIES.** None of the parties shall, at any time, represent that it is the authorized agent or representative of the other. LN's relationship to Customer in the performance of services pursuant to this Agreement is that of an independent contractor.

22. **CHANGE IN AGREEMENT.** By receipt of the LN Services, Customer agrees to, and shall comply with, changes to the restricted license granted to Customer hereunder and as LN shall make from time to time by notice to Customer. Notices to Customer will be provided via written communication. All e-mail notifications shall be sent to the individual named in the Customer Administrator Contact Information section, unless stated otherwise in this Agreement. LN may, at any time, impose restrictions and/or prohibitions on the Customer's use of the LN Services or certain data. Customer understands that such restrictions or changes in access may be the result of a modification in LN policy, a modification of third-party agreements, a modification in industry standards, a Security Event or a change in law or regulation, or the interpretation thereof. Upon written notification by LN of such restrictions, Customer agrees to comply with such restrictions.

23. **PRIVACY PRINCIPLES.** With respect to personally identifiable information regarding consumers, the parties further agree as follows: LN has adopted the "LN Data Privacy Principles" ("Principles"), which may be modified from time to time, recognizing the importance of appropriate privacy protections for consumer data, and Customer agrees that Customer (including its directors, officers, employees or agents) will comply with the Principles or Customer's own comparable privacy principles, policies, or practices. The Principles are available at http://www.lexisnexis.com/privacy/data-privacy-principles.aspx.

24. **PUBLICITY.** Customer will not name LN or refer to its use of the LN Services in any press releases, advertisements, promotional or marketing materials, or make any other third-party disclosures regarding LN or Customer's use of the LN Services.

25. **FORCE MAJEURE**. The parties will not incur any liability to each other or to any other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement (except for payment obligations) to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control, and without the negligence of, the parties. Such events, occurrences, or causes include, without limitation, acts of God, telecommunications outages, Internet outages, power outages, any irregularity in the announcing or posting of updated data files by the applicable agency, strikes, lockouts, riots, acts of war, floods, earthquakes, fires, and explosions.

26**.** **ENTIRE AGREEMENT.** Except as otherwise provided herein, this Agreement constitutes the final written agreement and understanding of the parties and is intended as a complete and exclusive statement of the terms of the agreement, which shall supersede all other representations, agreements, and understandings, whether oral or written, which relate to the use of the LN Services and all matters within the scope of this Agreement. Without limiting the foregoing, the provisions related to confidentiality and exchange of information contained in this Agreement shall, with respect to the LN Services and all matters within the scope of this Agreement, supersede any separate non-disclosure agreement that is or may in the future be entered into by the parties hereto. Any additional, supplementary, or conflicting terms supplied by the Customer, including those contained in purchase orders or confirmations issued by the Customer, are specifically and expressly rejected by LN unless LN expressly agrees to them in a signed writing. The terms contained herein shall control and govern in the event of a conflict between these terms and any new, other, or different terms in any other writing. This Agreement can be executed in counterparts and faxed or electronic signatures will be deemed originals.

27. **MISCELLANEOUS**. If any provision of this Agreement or any exhibit shall be held by a court of competent jurisdiction to be contrary to law, invalid or otherwise unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and in any event the remaining provisions of this Agreement shall remain in full force and effect. The headings in this Agreement are inserted for reference and convenience only and shall not enter into the interpretation hereof.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I am authorized to execute this Agreement on behalf of the Customer listed above and that I have direct knowledge of the facts stated above.

CUSTOMER

Signature _____

Print Name _____

Title _____

Dated _____ (mm/dd/yy)

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

Re: Accurint - Schedule A

From : Priscilla Torres <priscilla.torres@co.hidalgo.tx.us> Mon, May 18, 2015 11:29 AM
Subject : Re: Accurint - Schedule A
To : Rocio Villarreal <rocio.villarreal@co.hidalgo.tx.us>

Good Morning Ms. Rocio,

I was looking over the Agenda for tomorrow.

I noticed the back up read as follows:

"Please attach the lexis nexis agreement for the county clerk. I am currently working on the agreement for legal to review it again. The dept is adding 2 additional users and they will be advise to increase purchase order or liquidate current purchase order to add the additional cost."

Please clarify during Comm. Court that we will not be adding two additional users.
We currently have one user - and will be adding one additional user.

AI# 49773 is a transfer to fund req. 277241.

Please let me know if you need anything else.

Thank you,

Priscilla Torres
Administrative Assistant

Office of Arturo Guajardo, Jr.
Hidalgo County Clerk
100 N. Closner
Edinburg, TX 78539
956-318-2100, ext. 6192

----- Original Message -----
From: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
To: "Priscilla Torres" <priscilla.torres@co.hidalgo.tx.us>
Cc: "Noe Lopez" <noe.lopez@hidalgocountyclerk.us>, "Juan Perez" <juan.perez@co.hidalgo.tx.us>, "david ivey" <david.ivey@lexisnexis.com>
Sent: Friday, May 15, 2015 2:11:29 PM
Subject: Re: Accurint - Schedule A

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: Agreement, Addendum and Fee Schedule for Accurint

From : Steve Crain <scrain@atlashall.com> Mon, May 18, 2015 02:46 PM

Subject : RE: Agreement, Addendum and Fee Schedule for Accurint

To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The application has not been completed therefore I cannot approve.
Otherwise, the application looks OK.

-----Original Message-----
From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Monday, May 18, 2015 2:20 PM
To: Steve Crain
Subject: Fwd: Agreement, Addendum and Fee Schedule for Accurint

Mr. Crain:

Please review and approve as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

----- Forwarded Message -----
From: "Priscilla Torres" <priscilla.torres@co.hidalgo.tx.us>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Monday, May 18, 2015 2:08:50 PM
Subject: Fwd: Agreement, Addendum and Fee Schedule for Accurint

Rocio,

Attached is the agreement per your request.

Thank you,

AI-49686 **Purchasing Department** **24. A. 2.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval for County Judge to execute a Tenant Estoppel Certificate for "Lease of Office Space" for Hidalgo Co. Urban County with Triple R Medical Facilities, LTD.- C-13-177-07-23

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1288-463-00-250-005-0-899

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

BUDGETARY IMPACT:

Attachments

Tenant Estoppel Certificate

Legal Review

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/15/2015 07:59 AM
Budget & Management	Veronica Ortiz	05/15/2015 08:23 AM
Auditor's Office	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Rocio Villarreal		Started On: 05/14/2015 11:50 AM
Final Approval Date: 05/15/2015		

TENANT ESTOPPEL CERTIFICATE

Leased Property: Suite 107, Los Alamos Professional Plaza (the "Premises")

Landlord: Triple R Medical Facilities, Ltd.

Tenant: The County of Hidalgo

Date: _____

Purchaser: Community Healthcare Trust Incorporated/Affiliate

Tenant hereby certifies, warrants and represents to Purchaser as follows:

(i) Attached hereto as Exhibit A is a full, true and complete copy of the Lease as amended to date. Tenant has no options or rights of first refusal to purchase or option or rights to renew, extend, modify or change the term of the Lease, except as may be stated in the copy of the Lease attached.

(ii) The Lease is in full force and effect, constitutes the entire rental agreement between Landlord and Tenant and has not been modified or amended except as set forth in Exhibit A.

(iii) The Commencement Date of the term of the Lease is **December 26, 2013**, and the Expiration Date of the term of the Lease is **December 25, 2016**. **Option to extend two (2) one (1) Year.**

(iv) The current monthly rental payment of $8,354.75 has been paid through May, 2015.

(v) The current amount of adjusted rent, percentage rent, operating expenses or other charges payable by Tenant to Landlord under the Lease as additional rent, if any, is $0.

(vi) Tenant has deposited the sum of $0 with Landlord as security for the performance of Tenant's obligations under the Lease.

(vii) Any construction, build-out improvements, alterations or additions to the Premises, landscaping and space required to be furnished in accordance with the Lease have been fully and

satisfactorily completed in all respects and the Landlord has satisfactorily complied with all of the requirements and conditions precedent to the commencement of the term of the Lease and payment of rent as specified therein, except: None.

(viii) Except for any sublease described below, Tenant is the tenant of the Premises, is in possession thereof and is occupying the Premises, and Tenant has not subleased all or any part of the Premises or assigned the Lease, or otherwise transferred its interest in the Lease or the Premises.

(ix) Tenant has not received any notice of a prior sale, transfer or assignment, hypothecation or pledge of the Lease or of the rent by Landlord.

(x) The Premises is being used for the purposes described in the Lease.

(xi) No rent due under the Lease has been or will be prepaid more than thirty (30) days in advance.

(xii) Tenant has not been given any free rent, partial rent, rebates, rent abatements, or rent concessions of any kind, except as may be stated in the copy of the Lease attached.

(xiii) To the best of Tenant's knowledge, Landlord has fully performed all of its obligations under the Lease and is not in default under any term of the Lease, and no circumstances exist under which Landlord may be deemed in default merely upon service of notice or passage of time, or both.

(xiv) Tenant has fully performed all of its obligations in accordance with the terms of the Lease and is not in default under any terms of the Lease. In addition, no circumstances exist under which Tenant may be deemed to be in default merely upon service of notice or the passage of time.

(xv) Tenant has no present defenses, right of offset or counterclaims against any rent due or to become due under the Lease, except: None.

(xvi) Tenant has not filed and is not the subject of any filing for bankruptcy or reorganization or receivership under federal or state laws.

(xvii) Tenant has received no notice from any insurance company of any defects or inadequacies in the Premises.

(xviii) Tenant acknowledges that this Certificate will be relied upon by Purchaser in acquiring the real property and improvements of which the Premises are a part and agrees that it will inure to the benefit of Purchaser, its the successors and assigns, and the successors and assigns of Tenant. Upon consummation of the sale transfer, assignment and conveyance to Purchaser of all right, title and interest of Landlord in and to the Premises, Tenant will attorn to and recognize Purchaser as the "Landlord" under and with respect to the Lease and agrees that, subject to the matters stated herein, the Lease shall continue in full force and effect as a direct lease between Purchaser, as "Landlord" thereunder, and Tenant.

(xix) The person signing this Certificate on behalf of Tenant is duly authorized to do so.

IN WITNESS WHEREOF, Tenant has executed this Certificate, or has caused this Certificate to be executed by its duly authorized officer/representative, as of the day and year first above written.

TENANT:

The County of Hidalgo

By: _____

Printed Name:_____

Title:_____

S:\WORK\FILES\TripleR\Community\Estoppel certificates\Hidalgo County.wpd

MODIFICATION OF LEASE

Date: _____, 2015

Lease

Date:

Landlord: Triple R Medical Facilities, Ltd.

Tenant: The County of Hidalgo

Premises

Los Alamos Professional Plaza, Suite 107
427 E. Duranta Ave
Alamo, Texas 78516

Lease Commencement Date: _____

Lease Termination Date: _____

Landlord and Tenant agree to the following modification:

1. The last sentence of Article I, Paragraph 1.1 is deleted.

2. The Lease is ratified as modified.

LANDLORD	**TENANT**
TRIPLE R MEDICAL FACILITIES, LTD., a Texas limited partnership	The County of Hidalgo
By: Triple Medical Management Co., LLC, its sole general partner	By:_____
	Printed Name:_____
By: _____ Concepcion R. Medina, President	Title:_____

S:\WORK\FILES\TripleR\Leases\modification lease Hidalgo County.wpd

AI-42105 **Purchasing Department 19. A. 3.**

CC REGULAR

Meeting Date: 12/10/2013

Submitted For: Martha L. Salazar Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Request by lessor, Triple R Medical Facilities (with recommendation from UCP Director to CC to approve) for additional days on the acceptance date of construction of the "Lease of Office Space for Urban County Program" with extension through end of December 2013 through project #C-13-177-07-23.

BACKGROUND

Article 1. Term- Acceptance of Lease was within 120 Days (Nov. 30, 2013). Lease office space will be available to move in by December 26, 2013.

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #:

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

BUDGETARY IMPACT:

NO Budgetary Impact

Attachments

Letter from Triple R Facilites

Ms. Serna's Recomendation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/06/2013 10:31 AM
Budget & Management	Debbie Tamez	12/06/2013 11:10 AM
Auditor's Office	Monica Badillo	12/06/2013 04:58 PM
Form Started By: Rocio Villarreal		Started On: 12/04/2013 05:17 PM
Final Approval Date: 12/06/2013		

Zimbra **rocio.villarreal@co.hidalgo.tx.us**

RE: C-13-177-07-23 "Lease of office space for Urban County Program"

From : Steve Crain <scrain@atlashall.com> Wed, May 13, 2015 04:11 PM
Subject : RE: C-13-177-07-23 "Lease of office space for Urban County Program"
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

Do not forget to fill in the date on the first page when it is signed.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, May 13, 2015 2:51 PM
To: Steve Crain
Subject: Re: C-13-177-07-23 "Lease of office space for Urban County Program"

Attached is the certificate with the requested revision.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Steve Crain" <scrain@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Wednesday, May 13, 2015 12:02:31 PM
Subject: RE: C-13-177-07-23 "Lease of office space for Urban County Program"

Number (iii) of the Estoppel certificate needs to be completed.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, May 13, 2015 11:37 AM
To: Steve Crain
Subject: Fwd: C-13-177-07-23 "Lease of office space for Urban County Program"

Mr. Crain:

Can you please review the Tenant Estoppel Certificate for the lease of office for Urban County Program. The Lessor is requesting for Commissioners Court approval of the document to be executed by the County in order to proceed with the selling of the building. In addition I have attached the current lease agreement between Lessor and County for your review.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Sandra Regalado" <sandra.regalado@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>, "Diana Serna" <diana.serna@co.hidalgo.tx.us>
Sent: Wednesday, May 13, 2015 10:23:39 AM
Subject: C-13-177-07-23 "Lease of office space for Urban County Program"

Good Morning,

Attached for you review please find a Tenant Estoppel Certificate received from the Triple R Medical Facilities. Lessor is requesting we place on the May 19 agenda.

Should you have any questions, please feel free to contact our office.

Respectfully,

Sandra G. Regalado, Administrative Assistant
Urban County Program
427 E. Duranta St. Ste. 107
Alamo, TX 78516
Phone: (956) 787-8127
Fax: (956) 318-2988
Direct: (956) 292-7000 ext 2233

AI-49530 **Purchasing Department** **24. A. 3.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Yolanda Velasquez, PURCHASING DEPT.

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Pursuant to HC-Tax Office-Automated Tax Collection System RFP, Section III: Selection and Schedules, presentation by submitting vendors a summary of the system proposed with Q&A for the purpose of clarifications so as to assist the grading committee the opportunity to finalize the scoring;

B. Tabulation of scores, computing of a grid for the purpose of ranking of the vendors so as to proceed to negotiations commencing with the number one ranked firm of:_____.

BACKGROUND

1. Seven [7] packets requested and distributed;
2. Three [3] vendors attended pre-proposal conference along with Tax Office & Purchasing Staff;
3. Two [2] vendors submitted responses to RFP;
4. Term of the new contract would be for an initial five [5] year term with County sole option to renew for an additional two [2] years.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Fiscal impact would be need to be identified by Tax Office upon awarding of the final negotiated contract with selected vendor.

Attachments

Exhibit A&B

PRE-Proposal-Sign IN

Acceptance-Participation-Log

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/06/2015 11:35 AM
Budget & Management	Veronica Ortiz	05/06/2015 12:24 PM
Glinda Pacheco	Glinda Pacheco	05/11/2015 03:36 PM
Auditor's Office	Monica Badillo	05/15/2015 05:34 PM

Form Started By: Yolanda Velasquez Started On: 04/30/2015 02:28 PM

Final Approval Date: 05/15/2015

EXHIBIT “A”

REQUIREMENTS

Hidalgo County Tax Office
“AUTOMATED TAX COLLECTION SYSTEM”

RFP NO: 2015-070-04-22

HIDALGO COUNTY TAX OFFICE
"AUTOMATED TAX COLLECTION SYSTEM"
RFP NO: 2015-070-04-22

The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of a Turn-Key "Automated Tax Collection System" as specified herein. Sealed proposals will be accepted until 9:30 A.M., Wednesday, April 22, 2015. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.

Deliver Submittal to:
RFP Number: 2015-070-04-22

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The following outlines the Request For Proposals:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that "Request for Proposals" be routed to Martha L. Salazar, CPPB, Purchasing Agent, at: 2802 South Business Hwy 281, New Administration Building, Edinburg, Texas 78539. All inquires must be directed to hidalgo County Purchasing Agent, Martha L. Salazar. All responses will be distributed through Hidalgo County Purchasing Department.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, April 15, 2015, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, April 17, 2015. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP 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 or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit NON-DISCRIMINATION: Proposers, 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:
Proposer's are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Proposer 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 proposer ability.

PROPOSER DEFAULT:
Hidalgo County reserves the right, in case of proposer default, to procure the articles or services from other sources and hold the defaulting proposer responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the proposer to review the Request for Proposal (RFP) 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 proposer 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.

HAND DELIVERED PROPOSALS:
Hidalgo County requires proposer, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
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 proposer may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT: The Automated Tax Collection System ("System") must be available for installation/conversion upon award of the contract. The contract shall be for the period of five (5) years. Hidalgo County has the option to extend contract for two (2) additional years. Payment for System shall be billed in five (5) equal annual payments.

Hidalgo County reserves the right to continue this proposal for an additional one-hundred twenty days (120) "grace period" at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract are stated under ***Exhibit "A"*** REQUIREMENTS/SCOPE OF SERVICES.

DEFINITIONS:

For Purposes of this RFP:

"Operational" is defined as ready to be used and/or system implemented.

"Fully Balanced" is defined to mean that all reports, including payment history and unpaid balances for the last twenty years on the new system when loaded and must match exactly to the numbers on the old system as of the day of conversion for all jurisdictions.

LIQUIDATED DAMAGES:

Should the Services fail to be Operational and Fully Balanced by July 1, 2015, the County will be forced to continue to operate the current system at an approximate cost of One Thousand Three Hundred Dollars ($1,300.00) per calendar day. Should Company fail to complete project within the stated time, the Proposer agrees to pay to County, as liquidated damages, the sum of One Thousand Three Hundred Dollars ($1,300.00) per calendar day for each calendar day of delay until the project is completed and Operational and Fully Balanced.

DAVIS BACON ACT:

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications (if applicable).

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of one (1) original and seven (7) copies of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposer's understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER QUALIFICATIONS (IF APPLICABLE TO PROJECT):
Hidalgo County is soliciting to contract with a proposer who is qualified, licensed and certified. The proposer will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services and must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable.

PERSONNEL AND STAFFING:
The proposer 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. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified. If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on proposal page based on the Specifications, scope of services/work requested and label proposal page as Exhibit "B"- Proposal Page.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County. Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

The County of Hidalgo is seeking to enter into a contract with a qualified vendor capable of providing the Tax Assessor-Collector with "TURN-KEY" Automated Tax Collection System.

1.0 GENERAL

1.1 Hidalgo County Tax Office (hereafter called "County") is requesting proposals from qualified providers (hereafter called "vendor") for a Texas-based ad valorem Tax Collection System that performs all assessment and collection functions in strict compliance with the Texas Constitution and all applicable laws, especially those requirements set forth in the Texas Property Tax Code, to be used in the tax assessing, collecting, and reporting applications. The existing Tax Collection System is currently meeting all requirements of the Hidalgo County Tax Office. County is nearing the end of the contract for that system and desires to insure that the best system available is procured to the benefit of the Tax Office.

The scope of this Request for Proposal (RFP) includes the acquisition, delivery, installation, conversion, training, maintenance and support of the new system and services.

1.2 The procured system and services must be a turnkey installation and include all necessary hardware and software to maintain or exceed the existing level of users and service.

1.3 The objective of this RFP is to obtain proposals that will provide County with application software and support services that are comparable or better in nature, quality, design, performance, reliability, and maintainability to the specification described.

1.4 Vendors are encouraged to respond with a solution that meets the specifications of this RFP. However, if a vendor believes that an alternative solution is available and would result in an improved solution that achieves the overall objective of this RFP, the Vendor is encouraged to submit such a proposal. Vendors should highlight and thoroughly describe the alternate solution with emphasis on any variance from the specification(s). Failure to list any such alternate solution shall mean the respondent has taken no exception and shall furnish a System in compliance with the specification(s) set herein.

1.5 Vendors must arrange to visit the job site prior to submitting the RFP (Refer to Legal Notice, Page 3 -#5). For arrangements please contact Yolanda Velasquez . @ 9956) 318-2626 ext. 4881or via email: yolanda.velasquez@co.hidalgotx.us .Information pertaining to visit date, time and location will be given at the time appointment.

1.6 A Pre-Bid Conference will be held on Thursday, April 09, 2015@ 2:30 p.m. at the Hidalgo County Purchasing Department (Conference Room), at 2802 S. Business Hwy. 281-New Administration Bldg., Edinburg, Texas 78539.

2.0 PERIOD OF CONTRACT AND LIQUIDATED DAMAGES CLAUSE

2.1 The System should be available for installation/conversion upon award of the contract. The vendor must guarantee conversion of current data with a 20 year history, be fully balanced and operational by July 1, 2015. This contract shall be for the period of five (5) years. Payment for system shall be billed in 5 equal annual payments. Hidalgo County reserves the right to continue this proposal for an additional one-hundred twenty day (120) “grace period” at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged.

Proposer and County agree that 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) this contract is terminated without cause by County with the thirty (30) days written notice to the proposer.

2.2 LIQUIDATED DAMAGES. Should the Services fail to be Operational and Fully Balanced by July 1, 2015, the County will be forced to continue to operate the current system at an approximate cost of One Thousand Three Hundred Dollars ($1,300.00) per calendar day. Should Company fail to complete the project within the stated time, the Proposer agrees to pay the County, as liquidated damages, the sum of One Thousand Three Hundred Dollars ($1,300.00) per calendar day of delay until the project is Operational and Fully Balanced.

3.0 GOVERNING LAW

3.1 Proposer is advised that these requirements shall be fully governed by the laws of the State of Texas and that County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the Hidalgo County District Attorney concerning any portion of these requirements.

3.2 This request for proposal is limited to an "Automated Tax Collection System" only. Any offer or proposal purporting to offer anything other than "Automated Tax Collection System" will not be considered and may, in fact, be grounds for disqualification from consideration or down grading of a proposal.

This request for proposal process is intended to comply with all applicable statutes, attorneys' general opinions and professional ethical considerations.

4.0 SCOPE OF WORK

TAX OFFICE ENVIRONMENT: The County collects for forty-six (46) tax jurisdictions for billing, collecting, and distribution of their respective tax revenues. The tax system maintains approximately 365,000 accounts with a twenty (20) year history containing approximately twelve (12) million tax unit records. The current tax system has approximately ninety (90) local in-house users including users at 5 remote substations. Our current system allows remote logins for one bank, eight title companies, and three law firms. An interactive web site is also maintained.

4.1 TECHNICAL REQUIREMENTS: The system must be based on current standard technology and the proposed solution must be fully compatible with other current technologies. It must be of such design to enable the vendor to make suitable future modifications as required by County. The vendor will provide and implement all future upgrades available to any of the vendor's other tax collection clients, that are in Texas, as part of the original purchase. All modifications, additions, or upgrades of the system will require the vendor to transfer all past and current data into the new system without additional cost to County. To this end, the following metrics must be met:

- A detailed and itemized list of all hardware and software being proposed.
- Must be compatible with current PCs, printers, and existing network setup. If not compatible vendor must submit a list of needed hardware and software, including price, of what will be needed to make the proposed solution a turnkey setup.
- Vendor must list all environmental requirements needed to house proposed solution's hardware, i.e. power requirements, humidity control, temperature tolerance, battery backup time and power levels, etc.
- Vendor must provide new computer hardware for ninety (90) workstations including PC's, printers, UPSs, cables, card readers, stands and bar code readers. County will require for vendor to provide three types of systems: Workstations, Power Users, and Administrative Users. Each type of system requirements will be attached to this RFP as Exhibits A-1, A-2 & A-3. County will need fifteen (15) Administrative systems, twenty-five (25) power user systems, and fifty (50) workstation systems. Vendor has ninety (90) days from the day the contract is awarded to deliver the new computer hardware.
- If vendor extends contract past the initial five (5) years, vendor will provide new workstations in accordance with how many years the contract is renewed. Example, if contract is extended for two (2) years County will receive thirty-six (36) new workstations.

4.1.1 Performance:

The system must support the major tax office business processes in a manner to allow for efficient operation of the tax office. To this end, the following metrics must be met:

- Load of new year tax data from appraisal district (2 days)
- Load monthly supplements and name change files from appraisal district (2 days)
- Generation of new year certified tax statements (12 hours)
- Generate end-of-day reporting (1 hour)
- Generate end-of-month reporting (3 hours)

- Fiscal period accounting roll-over (12 hours)
- Take a simple single account payment and print a receipt (8 seconds)
- Post lockbox type flat files (1hour)
- Import payment files that are in ms excel format

4.1.2 System Security:

The vendor is required to provide both a primary and backup server(redundant system). Servers should work in a manner that if the primary server goes down, the backup server continues to operate the system without interruption of service.

Both primary and backup servers shall be housed and maintained entirely by the vendor. Both servers should be housed in a secure facility that provides for uninterruptible power and equipped with electronic and physical security. Primary server and backup servers shall be housed in a geographic location that is not prone to natural disasters i.e., hurricanes, tidal floods, etc. Backup server shall be located at least 50 miles away from primary server to avoid being affected by local power outages, storms, etc., at the same time. Copies of audits, inspections, and/or certifications for the facilities shall be enclosed in the proposal. An onsite inspection of the facility will be made by the tax office staff prior to acceptance of the proposal.

- Vendor must provide written plan on how it intends to recover County operations within eight (8) hours from a complete system failure.
- As part of the contingency plan, vendor should have an offline remittance system that can continue taking collection payments and provide temporary receipts to customers.
    - This offline system must be net-workable where County system administrator can push updates and security login credentials to all needed workstations instantly.
    - The offline system should be able to update payment history with Tax collection System once it has been reestablished.

4.1.3 User Security:

- Security must be role based and managed by a tax office authorized employee via a standard user interface
- User IDs will inherit authorizations based on their role (or group). Changing authorizations due to change in duties should be a simple matter of reassigning the user id to the new role (or group)
- Password management should follow strict guidelines
- A combination of application and database security may be required to ensure data security
- The proposed system must provide for logging and viewing all data changes within the system
- Must be able to view system and user logs to see the user's history or activities.
- Must be able to customize rolls for each of our user groups.

4.1.3.a Please answer the following questions as thorough as possible for us to be able to evaluate your RFP.

- We have a windows based network with active directory and with established trusts with other county departments' active directories within our network, how would you prevent anyone from within the network that is not authorized to do so from gaining access to the data tables?
- How would you prevent anyone from the outside from compromising the data tables? In this scenario, we have given a title company a vpn portal to log into the system for inquiry

purposes. If that login and password gets compromised, how secure is your system to prevent anyone with inquiry only access from making changes to the tables?

- Does your system have an administrative console where we can see all users logged into the system? Does it track login attempts and lock them out after three unsuccessful tries?

4.1.4 Database:

- Hidalgo County currently operates Oracle and SQL SERVER Database Management System.
- The proposed system must provide for monitoring of database performance
- Public information requests should be handled by providing informative data to the end user that requires minimum operator intervention and that follows safe guidelines when dealing with confidential information.
- The system must handle confidential data with the highest sensitivity when dealing with public access, reports, and listings.
- You must maintain a website for the Hidalgo County Tax Information.
- The information you provide on your website must comply with what we currently provide our tax payers at this time. This includes providing paid history, Levy balances broken down by taxing unit. The ability to perform searches by name, address, account number, or appraisal district number. Tax payers should have the ability to pay their taxes online.

The System must provide a robust ad hoc reporting capability so that the Tax Office can create reports from any data in the system without the assistance, or intervention of the Vendor or Information Systems staff.

4.2 Additional system modules and integrations: County Tax requires that additional modules be included with proposal that are needed to maintain current office requirements.

4.2.1 Beer and Wine:

- County needs a module that meets all State requirements for the collection of Beer and Wine Tax.

4.2.2 Opex/rtlawrence compatible:

- County currently has the rtlawrence mass payment system for mail payments. Vendor must be able to accept payments file requirements from this system.

4.2.3 E-Checks:

- County currently has the ability to accept E-Checks through the County website using NACHA file format. Module should generate NACHA file and payment file. Website must be able to set-up multiple payments using scheduled payment option.

4.2.4 Credit Card Payments:

- System must be able to be compatible with County credit card vendor when accepting credit card payments in person or through the County Tax Office website.

4.2.5 Quick Books Enterprise:

- System must be able to import and export files with Quick Books Enterprise.

4.3 STATEMENT PRINTING: Each year approximately 365,000 statements and related mailings are produced. Printing is accomplished by generating a print tape and delivery to the current County printing vendor.

4.4 APPLICATION SOFTWARE: The County requires a high performance property tax system. The System must support role-based security. The System must be designed so that the end user does not have direct access to the database tables. The System must maintain all proper accounting controls, audit trails, and

transaction logs.

The System should provide ease of use facilities and provide consistent, user friendly access methods. The System should be user friendly so that the end user can operate the system productively. The System should have extensive search capabilities for timely account access. The System must maximize productivity and accuracy while minimizing redundant data entry.

Help and informational messages must be provided for all data fields. The messages must be displayed upon user demand and via hover help.

All data entered must be checked for validity and provisions made to correct any erroneous entries.

The System must comply with the Texas State Property Tax Code and all other laws pertaining to property taxation in the State of Texas and have continuing support for legislative mandates requiring implementation prior to effective dates. It must meet or exceed all existing office processes for tax assessments, collections, accounting, auditing and disbursement.

4.5 USER REQUIREMENT CRITERIA: Requirements include, but are not limited to:

Support consolidated assessment and collection functions for forty-six (46) taxing entities on approximately 365,000current year accounts and total administrative, receivable, and transaction file containing approximately twelve (12) million records . Each tax account may contain multiple records for as many as the maximum number of units.

Provide real time update and tax collections for credit cards, e-check, and barcode readers. Support a minimum of ninety (90) workstations running Windows XP/Windows 7 and a minimum of ninety (90) printers simultaneously on-line.

4.6 PRIMARY FUNCTIONS: The contracted vendor must supply a vendor-hosted tax system that performs all assessment and collection functions in strict compliance with the Texas Constitution and all applicable state laws, especially those requirements set forth in the Texas Property Tax Code. All processes and forms produced must also meet the standards established by the state Comptroller's office. Reports must provide sufficient audit controls for all processes and conform to standards established by the Tax Assessor Collector. Rounding in the system must be consistent, limited in scope, and conform to levels established by Hidalgo County Tax Office rules.

There must be sufficient system security to identify the operator and date of every change of any type entered into the system. Every programming or data change entered by vendor's staff must have prior authorization by the Hidalgo County Tax Office management before entry into the production database. There must be an easily accessible log of all changes showing the data before and after the entry. This record must be system generated and unaltered by staff.

There must be controls that restrict operator's updating and cashiering capabilities according to County Tax Office rules.

System must have an area to enter notes or comments at the account level and capability to restrict access to this field. Key processing steps must produce system-generated notes.

There must be search capabilities to locate and retrieve account information by entering known data such as owner, situs location, DBA, tax suit number, partial account number or appraisal district number. Must be able to search payments by date and amount and identify fiduciary information from codes.

User must be able to retrieve data from the system for simple reports on demand.

System must include inquiry access to accounts via the Internet, with the ability to make electronic payment via the Internet with real-time updates of payments.

4.7 FINANCIAL REPORTING: The new tax system must provide an accounting package that will allow for modifications for future financial requirements. The accounting system must allow us to download daily tax collections, attorney fees, and miscellaneous fees. It must be able to reconcile payment transactions made by cashiers and tie them to the daily deposit. It must allow for the disbursement of funds daily, weekly, or monthly via wire transfer, check, or ACH to the taxing jurisdictions. It must be able to calculate and withhold the cost per account amount for each jurisdiction twice a year through remittances and also tie the figures into the monthly tax report.

The system must conduct the following:

- Must be able to upload and download files to Intuit QuickBooks Enterprise.
- Automatically load tax adjustment refunds and overpayment refunds.
- Provide the capability to manually enter tax refunds, special inventory refunds and escrow refunds.
- Be able to automatically print checks from all bank accounts.
- Be able to print a refund register (the picture before the checks are actually printed).
- Print a bank register which includes the check number, payee, payee address, check date, check amount, and type of refund.
- Be able to convert the bank register into an Excel spreadsheet and allow for an export file to be created to be forwarded to the bank for Positive Pay (provide the bank with a file containing the check number, check date, and amount for each of our bank accounts to clear checks as they are cashed).
- Be able to hold, delete, or process check requests (ad valorem, refund, special inventory, and escrow) once the file is loaded into the system for supervisor approval.
- Be able to void/cancel or reprint checks or to reuse check numbers (ad valorem, refund, special inventory, and escrow) once they are printed with supervisor approval.

The system must also produce:

- Detailed daily, weekly, monthly, and yearly reports for tax collections, escrow, special inventory, and miscellaneous fees by taxing jurisdictions.
- Summary reports for daily, weekly, monthly, and yearly tax collections, escrow, special inventory, and miscellaneous fees by taxing jurisdictions. All reports must have adequate cross checks to allow for reconciliation.

4.8 ASSESSING REQUIREMENTS: All appraisal district updates must be processed electronically for the current year and five (5) preceding years. Updates will affect various types of taxing units, which will have differing value and exemption data. These updates must adjust the tax receivables appropriately for all taxing units, postpone delinquency dates, and produce tax statement files and/or refund files, without intervention by tax office staff.

System must be able to automatically create, calculate, and print statements for agriculture rollback taxes as per Texas Property Tax Code section 23.55.
Summary reports after each update must show the adjusted year to date totals by taxing unit values, exemptions, and levy. The figures must be balanced to figures provided by each appraisal district to verify successful loading of data. Owner, location, and other administrative data must match the most recent information provided by the appraisal districts. System must allow manual overrides to correct receivables.

Users must be able to do "what if" scenarios, i.e. change value and exemption information in the system to determine the impact of such a change and provide estimated levy differences without actually changing the system amounts.

Every tax account must identify all taxing units levying a tax, the appraised and taxable value of the property within that unit, its exemption reductions, any special valuations, and its current calculated levy amount and beginning levy at the start of the fiscal year. There must also be a display at the account level summarizing data for all units combined.

- System must store previous account number information for research when dealing with account splits, account mergers, ag rollbacks and deleted accounts.
- System must have the capability to produce a tax certificate.
- System must produce an assessing Audit report that can be specific to an operator and date range. (modified receivable report sorted by operator)
- Online system must maintain multiple freeze records starting in various years for different units.
- System must automatically adjust receivables for penalties added per Texas Property Tax Code sections 25.25 and 23.431 and add interest on omitted property per section 26.09.
- The system must track when notices required by section 33.08 of the Texas property Tax Code are produced and adjust attorney collection penalties accordingly.
- System must produce tax statements in the same format for individual accounts upon demand, and files of large batches for mass mailings. The form, which includes graphics and special fonts, will be provided by the tax office. Multiple statements for the same taxpayer should be grouped. Statements mailed to fiduciaries should also be grouped. A record of statements generated should be maintained on each account. Vendor should be prepared to interface with the county's third-party vendor for mass mailings.
- Users must be able to produce single statements as of a prior month or later month on unpaid accounts.
- System must have adequate information to be able to prepare in a timely manner all forms required by contract or state law, such as mobile home tax reports for moving and tax sale bidders statements.
- How long will it take to load the certified data from 37 tax units and balance back to appraisal district?
- How long will it take to generate statements for customers, agents, and mortgage companies for 365,00 parcels?
- Must be able to track assessing modifications by operator.
- Must be able to track assessing modifications by batch.
- Need History and original receipts archived prior to any value changes.
- Must be able to track tax deferral start and end dates.
- Must be able to create a Statement of Location certificate and Tax Sales Certificate.

4.9 TAX COLLECTION REQUIREMENTS: All unpaid receivables must be tracked for every taxing unit for an unlimited period of time if under lawsuit, and up to twenty (20) years if not under suit. Paid in full accounts must be maintained on the system for a minimum of six (6) years. Each payment must be tracked with the actual date of posting of funds, effective date, and payer (including address) information. Users must be able to track the allocation of each payment to individual taxing units and to levy, penalty, interest, and collection fees. Delinquent taxes must automatically purge according to section 33.05 of the Texas Property Tax Code at 10/20 years. Purge reports must account for before and after figures by taxing unit to track removal of receivables.

Operators and batch jobs must be able to cashier all types of transactions for all years on the system.

These include, but are not limited to, partial payments, escrow, overpayments, adjustments that remove all or a portion of the receivable to uncollectable status, and litigation and bankruptcy payments that may include special interest provisions.

Payments may be a mixture of cash, credit cards, checks, money orders and online credit card payments. Each payment type must be tracked. End of day totals for cashiers should show cumulative totals for each payment type. Reports should be separated by cashier and location.

Individual payments may be made by cash, check, credit card, electronic check, and wire transfer. Payments and levy corrections must be automatically adjusted to tolerance levels set by the Hidalgo County Tax Office, with a sufficient audit trails for all transactions.

Cashiers must be able to process multiple accounts with one check or with multiple checks for one account.

System must permit real-time corrections of cashiering errors by a supervisor, but not allow cashiers to adjust transactions in their deposits or to work in another cashier's deposit.

System must have the ability to quickly transfer funds from one account to another, or from one year or one unit to another on the same account.

Effective dates of payment may be different than the actual date of cashiering. Both dates are to be tracked online and in reports.

Electronic check payments, credit card payments made via the telephone or Internet, lockbox payments, and mortgage company payments must be posted without intervention by tax office staff on the same day the file is received or as directed by the tax office. Mortgage company payments are made through an FTP file accompanied by paper check, or wire transfer of funds.

The lockbox processing solution must integrate check and coupon images directly into the system, which greatly facilitates research of payments for refunds. The lockbox process must support the non-remittance advice component, which allows the bank to deposit funds received without a coupon and forward this to the tax office electronically for processing.

System should support manual coding of quarter payment accounts and disaster accounts. For these accounts, it should extend the delinquency date according to the Texas Property Tax Code.

Penalty and interest should be automatically adjusted when a tax deferral is entered on the account.

Statutory collection fees must be automatically added to receivables at the appropriate time.

Delinquent installment payment agreements should be prepared through the system with a combination of manual data entry and system retrieval of account data.

The system should produce aging and default reports on these agreements and be able to transmit this report information electronically to the delinquent tax attorneys.

Collection of all fees should be tracked in the system.

Users must be able to generate a receipt and a duplicate receipt for every payment, showing the correct payer.

Must be able to process uncollectable accounts due to sheriff's sales or Bankruptcies.

System must be able to automatically generate an overpayment refund application.

Must be able to void one transaction on a multi payment and not void all payments.

System must be able to track and generate reports that can account for wrap up periods when a taxing unit changes delinquent attorneys. Reports must account for attorney fees for each of the law firms doing the wrap up.

System must generate Homestead Contract Agreements that meet state requirements.

System must keep image copies of all Certified Statements, Correction Statements and Supplement Statements for each account. These statements must be accessible from the general information screen of each account.

System must import attorney offline coding files. Each law firm is responsible for coding and uncoding their own litigation information to our accounts. This information is provided to tax office as a flat file that is uploaded and updates the County Database.

4.9.1 VEHICLE INVENTORY TAX: System must have a fully operational special inventory tax module that is part of the Tax Collection System and not its own independent database to simplify account research and updating. Funds collected in this module are held in escrow during the current tax year and disbursed at the end of each year. System must automatically calculate all penalties and overages and distribute these correctly according to Texas State Property Tax Code. This distribution must include entities for which the county does not normally collect. Various reports and letters are available.

4.10 REFUNDS: Both adjustment and overpayment refunds must be generated automatically by cashiering and update processes and process electronically through ledgers, check writing, and reporting.

The system must maintain a record of all payers tied to payments and tie refunds to payer. Refund request letters should be prepared through batch jobs submitted by type and date range.

5.0 TRAINING: During the conversion and testing phase, the vendor is to provide training of all users of the system at the Hidalgo County Tax Office location. The training should be conducted in modules specific to job functions and permission levels, so that an overview may be provided to basic users and more extensive information provided for advanced users. Users should be trained with a combination of written materials, demonstrations, and hands-on use of the system in a test environment. Parallel testing of specific functions will not begin until training in the function has been completed.

6.0 REPORTS: Vendor must be able to produce the following reports, or equivalent as a minimal standard:

A Late Rendition report that is prorated by entities and shows the split fee that is to be disbursed to the Appraisal District.

A balance reconciliation report for all rollbacks and reversals.

A report that shows, at the account level, the before and after image after updates.
The data items reported are taxing units, values, exemptions, and levy.

A report that shows the differences between our records and the appraisal district's records when an update is processed.

A monthly summary report of supplements and cancellations by roll year and amount.

A monthly report that shows the summary of collections by roll year. It breaks out the amount of taxes due starting October 1 of each roll year, monthly adjustments, adjustments year to date, monthly levy paid, levy paid year to date, levy balance and percentage of collections. This report also has a separate line for the

current roll year adjustments, value and levy including the tax rate.

Beginning Tax Roll – This report can be generated by individual taxing unit or in a composite format (account number with all taxing entities). The report can be produced in both alpha and numeric format. The report provides the total number of accounts, land value, improvement value, total real property, total personal property, total appraised value, less agricultural exclusion, homestead exemption, over 65, cap, disabled, historic, disabled vet, survivor spouse, abatement, prorated, freeport, leased vehicle, total exemption amount, taxable value and actual levy.

The detailed report provides the account number, taxing unit/units, owner name, address, number of acres, type/amount of exemptions, appraised value, legal description, tax levy and roll year.

A report that lists the over 65 freeze and value information needed for the school district's annual reports to the Texas Comptroller's Office.

10/20 Tax Purge – This report lists the taxing unit number, roll year, account number, owner name, levy and amount due. This report generates a summary for each taxing unit in account number sequence how much was purged both real and personal. It also provides the number of accounts being purged.

A daily report that lists the status of all deposits opened for the day, by deposit number, deposit date, receipt date, status of deposit (open or closed), type of deposit, operator name, number of transactions processed, payment type (cash, check, or credit card) and the system date.

A daily report that lists the cashier checkout total summary. This report categorizes each clerk by deposit and location. It lists the operator id code, deposit number and a summary of collections by payment and type (cash, check, or credit card).

A Report that shows the loss to tax deferrals for the school district's annual reports to the Texas Comptroller's Office.

Deposit Detail Report - lists all transactions within a deposit showing amount, payment type and account to which transaction was posted and taxing units.

Reports that list the deposit distribution (collections, refunds, other fees, transfers and reversals) at the taxing unit level. The user can specify date ranges (daily, monthly, and yearly).

A report that shows a summary of what was processed by deposit number.

A report sorted by taxing unit showing a number of deposits processed.

A summary report that shows by taxing unit how much was collected in real and personal taxes.

A report by taxing unit that breaks-out the collections by roll year and the M&O and I&S rates.

A summary report by taxing unit that shows what monies were collected broken down by M&O and I&S rates.

A report by taxing unit that shows penalty and interest collected by roll year.

A report by taxing unit showing miscellaneous fees collected.

A report showing refunds generated.

A report showing County Education District collections.

A report that shows, at the account level, the before and after image after updates. The data items reported are taxing units, values, exemptions, and levy.

A report that shows all negative transactions, including reversals and transfers. Grand Totals should be provided.

A report that shows the distribution of maintenance and operations (M&O) funds by their various tax rates.

A report that shows an accumulative total of the two previous reports with grand totals on the last page.

A report that shows the penalty and interest collected for the specified date range.

A report that shows refund pending amounts taken from individual units for the specified date range.

A report that shows attorney fees collected for the specified date range.

A report that lists by tax unit, then by deposit and account number, the rendition penalty details for each account

Daily deposit detail report that lists all transactions by receipt date, or deposit date, and recaps distribution to taxing units.

A Fiduciary listings report that lists fiduciary contact information alphabetically, or in order by code number.

Top 50 Taxpayers Report. This report by jurisdiction lists the top 50 real and personal taxpayer's accounts and their accumulated levy.

Quarter payment coding report shows accounts under the quarter payment plan that are qualifying or not qualifying as of each payment due date.

Summary reports that show, by taxing unit, the year to date totals of values, exemptions, special valuations and levy, and tax rate and exemption amounts for the unit for the year.

Request of a report that can be used to process refunds. It can be run for various types of refunds, such as litigation, adjustment and overpayment. User can specify threshold amounts and date ranges. It shows the amount of refund by taxing unit, the total amount for the account, to whom the refund will be paid, where the funds were originally paid and if there are taxes due that should be collected before the refund is issued.

A daily report at the clerks level that shows refunds less than $5.00 (TOP). It lists the account number, taxing unit number, roll year, receipt number, deposit number, amount of refund, cashier, type and deposit date. This report can be printed using date ranges.

Lockbox reconciliation reports that show all payments posted. Errors and exceptions such as tolerance or overpayments are shown in detail. Totals are given for each category of transaction.

A monthly report by taxing unit that shows taxes available for collections at base, at base plus P&I, and attorney fees at a given point in time.

Delinquent Tax Roll – The detailed report can be generated by individual taxing unit or in a composite format (account number with all taxing entities). The report provides a list of the account numbers, owner name, address, and number of acres, type/amount of exemption, appraised value, legal description, tax levy and balance by roll year. The report provides a summary page by taxing unit showing the levy amount, levy paid, and levy balance.

A report that tracks tax lawsuit and bankruptcy information added or removed from the system by law firm updates.

Tax Rate Chart must be prepared from data entered from ordinances, or orders submitted by the taxing units each year. It shows the taxing jurisdiction name and code, the total tax rate, all the exemptions allowed by the unit – whether local option or state mandated, and the dollar amount of levy reduction for the maximum exemption. This is verified each year before levy calculations. It must be approved and signed by the Tax Assessor Collector and is distributed to the public.

Tax Roll Statement – The statement lists the current roll year, number of accounts per category, market value per category, taxable value per category, freeze loss, total levy per category, tax rate, assessment ratio and the total tax rate. The statement summarizes the information by type (real, personal, mobile homes, minerals, intangibles, and vehicle inventory tax). This report is signed by the Tax Assessor-Collector and sent to the taxing units.

Miscellaneous financial accounting reports

A recap report to generate for a given month should take less than one (1) hour to generate.

A full DTR should take less than two 92) hours to generate.

A custom report from scratch should take less than two (2) weeks to generate.

System must allow DTR's and Recaps to be run from a trigger list.

System must allow statements to be generated from a trigger list.

System must generate complete bill listings.

System must allow us to input our own headers and notes to generated statements.

7.0 TESTING: County will conduct a series of rigorous tests on the selected solution after data conversion.

Structured tests will be conducted following functional scripts to verify that all required functionality is present and working correctly in the solution and that the data conversion has occurred successfully.

Parallel testing will be conducted using the solution to conduct everyday business in parallel with the current system to verify that the solution functions properly in the Hidalgo County environment at the required capacity.

Acceptance testing will be formally finalized with a successful execution of the structured test scripts on June 18, 2015. Vendor will be granted the opportunity to rectify any discrepancies identified in testing prior to the date specified for the formal acceptance test.

8.0 PROPRIETARY SOFTWARE: All proprietary software and documentation shall be placed in escrow located in Hidalgo County, Texas, with specific location approved by County, for future use by the Hidalgo

County Tax Office for maintenance and support of the Tax System in the event of a vendor default.

The vendor shall maintain software in the escrow to match the vendor's most current version of the software in use by Hidalgo County Tax Office.

9.0 WARRANTY, MAINTENANCE, AND SERVICE: Warranty of the system shall be for at least one (1) year from the date of formal acceptance. Upon warranty expiration, a software and hardware maintenance and service contract will be initiated.

On site training, maintenance, and support is required during the warranty period. For years two (2) three (3), four (4), and five (5) training, maintenance, and support shall be incorporated into the contract through a maintenance agreement, if County so chooses, with options for five (5) or more additional years.

Maintenance of the System must include:
Legislative changes
Software "bug" fixes
Latest software versions
Software Service of the System will include:
Hosting of the tax office system at the vendor data center
Special program enhancements defined by the tax office
Appraisal file processing from multiple appraisal districts
Interface with BANK lockbox system
Interface with mortgage escrow servicing companies

The system must guarantee 99% availability with a four (4) hour maintenance response time.
Vendor will provide a schedule of Maintenance and Support Costs associated with each component specified in the Cost Summary. The maintenance schedule must include the annual maintenance cost for five (5) years.

SECTION III: SELECTION AND SCHEDULES

A. SELECTION, EVALUATION AND RANKING

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners' Court will rank and/or award this proposal. Proposals will be granted on a 100-point system with emphasis on ability to service Hidalgo County including, but not limited to, the items listed below:

10.1 County shall review all eligible proposals and, based upon this review, may schedule interviews and/or negotiation meetings. Proposals shall be evaluated on the following criteria:

10.1.1 COST — 20 points
- Payment for system shall be billed in 5 equal annual payments.

10.1.2 TECHNICAL REQUIREMENTS: — 20 points
- Performance
- System Security
- User Security
- Database

10.1.3 TAX COLLECTION REQUIREMENTS: — 20 points
- Does proposal meet or exceed current system in place
- Compatibility with requirements by taxing units and banking procedures
- Reports

10.1.4 ASSESSING REQUIREMENTS: — 10 points
- Does proposal meet or exceed current system in place
- Compatibility with appraisal district data uploads
- Reports
- User audits and controls

10.1.5 FINANCIAL REPORTING/VEHICLE INVENTORY TAX: — 10 points
- Does proposal meet or exceed current system in place
- Is system compatible with QuickBooks Enterprise?

10.1.6 Maintenance, Training, Support and Service: — 20 points
- Location of maintenance, training and support centers(s)
  - -within CITY metropolitan area
  - -outside CITY metropolitan area
- Method of maintenance, training and service
  - -on site very strongly preferred
  - -by local phone, within CITY area codes(s)
  - -by 800 or toll-free phone service
  - -long distance
- Hours of availability
  - -emergency/hot line: 24 hours – 7 days a week
  - -operational hours 8:00AM – 5:00PM CST
  - -guaranteed response time
  - -past performance response time – to include site visit

Exhibit “A-1”

WORKSTATIONS COMPUTER REQUIREMENTS

HIDALGO COUNTY TAX OFFICE

“AUTOMATED TAX COLLECTION SYSTEM”

WORKSTATIONS COMPUTER REQUIREMENTS

Dell OptiPlex 9030 AIO:
OptiPlex 9030 AIO BTX 9030BX

Processor:
Intel® Core i5-4590s Processor (Quad Core, 6 MB, 3.00 GHz w/HD4600 Graphics)

Operating System(s)
Windows 7 Professional English/French 64bit (Includes Windows 8.1 Pro license)

Application Software:
Microsoft® Office Home and Business 2013, English, French and Spanish
Adobe® Acrobat® XI Standard, Digital Delivery

Memory:
8GB (2x4GB) 1600MHz DDR3L Memory 8G2D3

Hard Drive:
500GB 5400 rpm SATA Hard Drive 500G54

Video Card:
Intel® Integrated Graphics INT

CD ROM/DVD ROM:
8x Slimline DVD+/DR Drive 8DVDRW

Keyboard/Mouse:
English Wireless Keyboard and Mouse KBMSW8

Stands:
Integrated Basic Stand BSTND

LCD:
23 IN WLED Full-HD AIO Non-Touch Display NONTCH

Hardware Support Services:
5 Year Hardware Service with Onsite/In-Home Service After Remote Diagnosis NBD5

Business Essentials:
American Power Conversion BE750G Back UPS- 450 Watt A7000302

Exhibit “A-2”

POWER USERS COMPUTER REQUIREMENTS

HIDALGO COUNTY TAX OFFICE

“AUTOMATED TAX COLLECTION SYSTEM”

POWER USERS COMPUTER REQUIREMENTS

Dell OptiPlex 9020 Small Form Factor:
OptiPlex 9020 Small Form Factro 9SFFX

Processor:
Intel® Core i5-4590s Processor (Quad Core, 6 MB, 3.30 GHz w/HD4600 Graphics)

Operating System(s)
Windows 7 Professional English/French 64bit (Includes Windows 8.1 Pro license)

Application Software:
Microsoft® Office Home and Business 2013, English, French and Spanish
Adobe® Acrobat® XI Standard, Digital Delivery

Memory:
8GB (2x4GB) 1600MHz DDR3 Memory 8G2D

Hard Drive:
500GB 3.5 inch SATA (7.200 RPM) Hard Drive

Video Card:
Intel® Integrated Graphics

CD ROM/DVD ROM:
8x Slimline DVD+/DR Drive 8DVDRW

Keyboard/Mouse:
English Wireless Keyboard and Mouse KBMSW8

Dell Monitors:
Dell UltraSharp 24 Monitor – U2412M

Hardware Support Services:
5 Years Pro Support with next Business Day Onsite Service

Business Essentials:
American Power Conversion BE750G Back UPS- 450 Watt A7000302

Exhibit “A-3”

ADMINSTRATIVE COMPUTER
REQUIREMENTS

HIDALGO COUNTY TAX OFFICE

“AUTOMATED TAX COLLECTION SYSTEM”

ADMINISTRATIVE COMPUTER REQUIREMENTS

Dell OptiPlex 9020 Small Form Factor::
OptiPlex 9020 Small Form Factor 9SFFX

Processor:
Intel® Core i7-4790s Processor (Quad Core, 8 MB, 3.60 GHz w/HD4600 Graphics)

Operating System(s)
Windows 7 Professional English/French 64bit (Includes Windows 8.1 Pro license)

Application Software:
Microsoft® Office Home and Business 2013, English, French and Spanish
Adobe® Acrobat® XI Standard, Digital Delivery

Memory:
16GB (4x4GB) 1600MHz DDR3 Memory

Hard Drive:
500GB 3.5 inch SATA (7.200RPM) Hard Drive

Video Card:
AMD Radeon ™ R7 250, 2 GB, Half Height, (DP and DVI-I)

CD ROM/DVD ROM:
8x Slimline DVD+/DR Drive 8DVDRW

Keyboard/Mouse:
English Wireless Keyboard and Mouse KBMSW8

Dell Monitors:
Dell UltraSharp 24 Monitor – U2412M

Hardware Support Services:
5 Year ProSupport with Next Business Day Onsite Service

Business Essentials:
American Power Conversion BE750G Back UPS- 450 Watt A7000302
Dell Portable Backup Hard Drive-1 TB

EXHIBIT "B"
HIDALGO COUNTY TAX OFFICE
"AUTOMATED TAX COLLECTION SYSTEM"
RFP NO: 2015-070-04-22-YZV

RFP EVALUATION FORM

Selection Criteria	Range	Point Score

a. **Cost:** **20 points** _____
Initial system investment and customization costs
Comments/Rationale for Points:_____

b. **Technical Requirements:** **20 points** _____
Does proposal meet or exceed current system in place.
Compatibility with requirements by taxing units and banking procedures. Reports
Comments/Rationale for Points:_____

c. **Tax Collection Requirements:** **20 points** _____
Does proposal meet or exceed current system in place.
Compatibility with requirements by taxing units and banking procedures. Reports
Comments/Rationale for Points:_____

d. **Assessing Requirements**: **10 points** _____
Does proposal meet or exceed current system in place.
Compatibility with appraisal district data uploads. Reports. User audits and controls.
Comments/Rationale for Points:_____

e. **Financial reporting/vehicle inventory tax**: 1**0 points** _____
Does proposal meet or exceed current system in place. Is system compatible with QuickBooks Enterprise.
Comments/Rationale for Points:_____

f. **Maintenance, training, support and service**: **20 points** _____
Does proposal meet or exceed current system in place. Is system compatible with QuickBooks Enterprise.
Comments/Rationale for Points:_____

Total Score _____**points**

Company Name:_____

Evaluator: _____ **Date:**_____

HIDALGO COUNTY
PURCHASING DEPARTMENT

SIGN IN SHEET

PROJECT NAME	**HIDALGO COUNTY-TAX OFFICE – "AUTOMATED TAX COLLECTION SYSTEM"**
PROJECT NO.	2015-070
MEETING DESCRIPTION	**PRE-PROPOSAL CONFERENCE @ 2:30 P.M.**
DATE	**APRIL 09, 2015**

PARTICIPANT'S NAME	COMPANY/DEPARTMENT	E-MAIL & PHONE NO.
Manuel Araujo	Harris Govern	maraujo@harriscomputer.com 214-454-4431
Daisy Power	ACT, LLC	daisyp@lgbs.com (210) 403-8670 (210) 253-5697
ROY SEAMAN	ACT	roy.seaman@lgbs.com 210-844-5573
Dominic LaFevoliere	ACT	dom1@lgbs.com 289-7470
Rudy Flores	HCTO	rudy.flores@hidalgocounty.tx
Neida Chavana	HCTO	neida.chavana@hidalgocountytax.org
EVA Mireles	HCTO	eva.mireles@hidalgocounty.tx
Dirkne Betancourt	HC. Purchasing	dbetancourt@co.hidalgo.tx.us
Yolanda Velasquez	HC. Purchasing	
Mark Hawkins	Tyler Technologies	mark.hawkins@tylertech.com

HIDALGO COUNTY PURCHASING DEPARTMENT

PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

PROPOSAL ACCEPTANCE DATE: APRIL 22, 2015 | **PROPOSAL ACCEPTANCE TIME:** 9:30 A.M.

DESCRIPTION OF RFP: HIDALGO COUNTY - "AUTOMATED TAX COLLECTION SYSTEM"

RFP NO: 2015-070-04-22-YZV | **BUYER:** Yolanda Velasquez

RFP	NAME OF COMPANY	Addendum 1	ACKNOWLEDGEMENT RECEIPT
#1	Tyler Technologies	√	1 orig 7 copies
#2	Harris Govern- Decline Letter	--	---
#3	Appraisal & Collection Technologies (ACT)	√	1 orig 7 copies
#4			
#5			
#6			
#7			
#8			

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

RFP OPENING DATE: April 22, 2015 RFP OPENING TIME: 9:30 A.M.

DEPARTMENT/PROJECT DESCRIPTION: "Automated Tax Collection System" – HIDALGO COUNTY RFP NO.: 2015-070-04-22-YZV

	NAME OF VENDOR: COMPANY/FIRM	RFP REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1	Tyler Technologies, INC Gio Giordano	Email	Gio.giordano@tylertech.com YZV	04/07/15	Tel: 972-713-3770 x 113234
2	Harris Govern Manuel Araujo	Email	maraujo@harriscomputer.com YZV	04/07/15	2600 Technology Dr. Ste 900 Plano TX 75074 Tel: 972-265-7300
3	Xerox Ana Staackmann	Email	Ana.staackmann@xerox.com YZV	04/07/15	Tel 214-210-2297
4	Municipal Service Bureau Beatriz Villanueva	Email	Beatriz.villanueva@gilacorp.com YZV	04/07/15	8325 Tuscany Way Austin, TX 78754 Tel: 512-323-4251
5	Seven Outsource Christina Miller	Email	Christina@sevenoutsource.com YZV	04/07/15	Tel: 315-308-7852
6	Linebarger Goggan Blair & Sampson, LLP Meredith Leffingwell	Email	Meredith.leffingwell@lgbs.com YZV	04/07/15	2700 Via Fortuna Ste 400 Austin, TX 78746 Tel: 512-447-6675
7	Appraisal & Collection Technologies, LLC Blair Riley	Email	Blair.riley@lgbs.com YZV	04/07/15	Tel: 210-403-8670 Fax: 210-403-8905
8					
9					
10					
11					
12					

***VIA:** **BIDDER LIST MAIL OUT (BLM)** **IN PERSON (IP)**
E-MAIL (EM) **TELEPHONE REQUEST (TR)**

AI-49569 **Purchasing Department** **24. A. 4.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of a professional consultant services contract for provision of "Emergency Preparedness & Disaster Recovery Services" selected through Hidalgo County's membership participation with the HGAC's awarded vendor: Tetra Tech, Inc., fka, Beck Disaster Recovery Services with effective term today with termination to coincide with H-GAC's term of May 31, 2016.

BACKGROUND

Commissioners Court on March 31, 2015 thru Agenda Item #48859 approved to utilize Tetra Tech, Inc. fka Beck Disaser thru the County's membership with H-GAC so as to establish a consulting contract.

Legal has reviewed and approved contract documentation.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Fiscal impact would occur upon need for services and a declaration of disaster has been enforced. No funding required at this time as budgetary provisions will be addressed and appropriated.

Attachments

Contract Documentation

Form Review

Inbox	Reviewed By	Date

Purchasing Department	Marty Salazar	05/07/2015 09:01 AM
Budget & Management	Veronica Ortiz	05/07/2015 09:24 AM
Glinda Pacheco	Glinda Pacheco	05/11/2015 04:48 PM
Auditor's Office	Monica Badillo	05/15/2015 05:34 PM

Form Started By: vgarcia Started On: 05/04/2015 05:04 PM

Final Approval Date: 05/15/2015

TETRA TECH, INC.
MASTER SERVICES AGREEMENT
COOPERATIVE PURCHASING

EFFECTIVE DATE:					
CONTRACT NO.:	5/2015-MSA-HIDALGOCOUNTY-HGAC	TETRA TECH, INC. FED TAX ID:	95-4148514		
CLIENT:	HIDALGO COUNTY, TEXAS				
ADDRESS:					
INVOICING ADDRESS:					
PROJECT CONTACT:		TEL:		EMAIL:	
PAYMENT CONTACT:		TEL:		EMAIL:	
CONSULTANT:	TETRA TECH, INC.				
ADDRESS:	2301 Lucien Way, Suite 120				
	Maitland, FL 32751				
TECHNICAL CONTACT:	Ralph Natale	TEL:	(407) 580-8184	EMAIL:	ralph.natale@tetratech.com
CONTRACTUAL CONTACT:	Betty Kamara	TEL:	(321) 441-8518	FAX:	betty.kamara@tetratech.com
PAYMENT ADDRESS:	Tetra Tech, Inc., PO 911642, Denver, CO 80291-1642				
PROJECT DESCRIPTION:	Hazards Preparedness, Planning, Consulting & Recovery Services				

☒ **SCOPE OF SERVICES (See Exhibit A)** ☒ **FEE SCHEDULE (See Exhibit B)**

TERMS AND CONDITIONS

1. DEFINITIONS AND CONTRACT FORMATION.

(a) **"Client"** shall mean the person or entity for which Services are to be performed by Tetra Tech, Inc. "TT" Proposal.

(b) **"TT"** shall mean Tetra Tech, Inc.

(c) **"Client Order"** shall mean the purchase order, request, authorization or other notification, and additions or modifications thereto whereby Client indicates its desire that TT furnish Services.

(d) **"TT Proposal"** shall mean these terms and conditions and the letter, proposal, quotation, or other notification, including any response to the Client Order, wherein TT offers to furnish Services.

(e) **"Services"** shall mean the Services of TT personnel described in the TT Proposal or Client Order and any other Services as may be added to, or performed in connection with, the Contract provided, however, that TT shall have no responsibility as a generator, operator, transporter, disposer or arranger of the transportation and/or disposal of Hazardous Substances as defined in Article 8 below.

(f) **"Contract"** shall mean these Terms and Conditions and the TT Proposal, and shall include, only to the extent not inconsistent with any aspect of the TT Proposal and these Terms and Conditions, the provisions of the Client Order. Upon execution by Client or commencement of Services at Client's request, TT's Proposal and these Terms and Conditions shall constitute a binding Contract and govern exclusively any Services provided.

TETRA TECH, INC.
MASTER SERVICES AGREEMENT
COOPERATIVE PURCHASING

2. INTRODUCTION.

The Houston-Galveston Area Council (HGAC) is a "Government-to-Government" procurement service for States, State Agencies, Local Governments Districts, Authorities, and qualifying Not-for-Profit Corporations.

TT acting as an independent Contractor is a Contractor with extensive experience in providing emergency management planning, disaster management and recovery services and shall provide said services in a professional manner in accordance with the terms and conditions of this Agreement and the standards of care practiced by professionals performing similar services.

Client wishes to enter into an exclusive contractual agreement with TT to provide professional all hazards preparedness, planning, consulting & recovery services in accordance with the HGAC Invitation to Bid No. HP07-13 dated February 7, 2013. The services provided include, but are not limited to, Security, Disaster Preparedness and Emergency Response & Recovery Services.

TT wishes to provide said services to Client in accordance with and as set forth in the Science Applications International Corporation's response HGAC Invitation to Bid No HP07-13 (See Exhibit A, Scope of Services and Exhibit B, Hourly Labor Rates), which exhibit is hereby incorporated and made a part of this Agreement.

Task Orders shall be issued for specific deliverables under this Agreement. Such deliverables to be provided by TT will be specified in writing on each Task Order. TT is authorized to commence work upon receipt of a written notice to proceed issued by the Client.

3. COMPENSATION.

The fee for the services under this Agreement will be based on either a fixed fee basis or the actual hours of services furnished multiplied by TT's Billing Rates as set forth in Exhibit B, plus all expenses directly related to the services furnished under this Agreement.

TT shall be compensated in accordance with each Task Order issued under this Agreement and the terms of this Article. TT's invoices are rendered monthly and are payable upon receipt. **Payment shall be made to the following address: Tetra Tech, Inc., PO 911642, Denver, CO 80291-1642.** Client will review invoices for acceptance within ten (10) calendar days of the date of the invoice to which Client shall immediately notify TT of any invoice discrepancies. TT and Client will work in good faith to resolve any such discrepancies within ten (10) days after notification. Should a discrepancy result in a partial rejection of any item(s) invoiced, Client shall proceed with partial payment within Net 30 days of the date of the invoice.

Interest shall accrue at the rate of two percent (2%) over prevailing prime rate shall be charged on a monthly basis (or the maximum percentage allowed by law, whichever is less) on any amounts not paid within thirty (30) days of invoice submittal. In the event legal action is necessary to enforce the provisions of this Contract, TT shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by TT in connection therewith and, in addition, the reasonable value of TT's time and expenses spent in connection with such action, computed at TT's prevailing fee schedule and expense policies. TT may, but is not required to, terminate its services if any invoice is unpaid for sixty (60) days. TT, its officers, employees, or consultants may be asked or required to appear as a witness or deponent, to furnish information or data through interrogatories, or otherwise be compelled to participate in, administrative or judicial proceedings arising in connection with Client's project. In that event and notwithstanding expiration or termination or this Contract, Client shall compensate TT in accordance with this Article and reimburse TT for reasonable legal expenses incurred in connection therewith, provided, however, that the provisions of Article 6, below, shall govern in the event TT is found to be at fault.

Under no circumstances shall payment of TT's invoices be contingent on reimbursement of Client by any third party authority or funding source. Any interest charges due from Client on past due invoices are in addition to amounts otherwise due under this Agreement.

4. CONFIDENTIALITY, ACCESS TO SITE, USE OF FACILITIES AND INFORMATION. Client shall provide TT with access to facilities and information conducive to the efficient and accurate provision of Services, including such maps, drawings, records, and site access as are needed for the proper conduct of the Services, and shall indicate the reliability of all information provided. TT will maintain in confidence and return to Client any information designated by Client as confidential. If site visits are included in the Scope of Services, but not field construction or remediation, TT INC. shall visit the project and/or construction site at appropriate intervals to become generally familiar with the progress, quality of work (contractors' work) and if applicable to determine if the work is proceeding in general accordance with the Contract Documents. Visits to the project site and observations made by TT as part of Services during construction under Agreement shall not make TT responsible for, nor relieve the construction contractor(s) of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not make TT responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto.

TETRA TECH, INC.
MASTER SERVICES AGREEMENT
COOPERATIVE PURCHASING

5. **INSURANCE**.

(a) During the course of performance of the Services, TT will maintain the following insurance coverages:

TYPE OF COVERAGE	AMOUNT OF COVERAGE
Workers' Compensation/Employers Liability	Statutory/$1,000,000
Commercial General Liability/Excess Liability	$1,000,000/$2,000,000
Professional Liability/Contractors Pollution Liability	$1,000,000
Automobile Public Liability and Property Damage, including coverage for all hired or non-owned automotive equipment used in connection with the insured's operations.	$1,000,000

(b) If required, TT shall deliver to Client, Certificates evidencing that the above coverages are in effect and will not be canceled or materially changed without thirty (30) days written notice; (c) Additional Coverages: If desired, TT, will on a cost-reimbursable basis, endeavor to procure other desired insurance coverages if commercially available and applicable to the work being performed.

6. **INDEMNIFICATION**. TT shall indemnify and save harmless Client from claims, actions and judgments arising out of bodily injury, death or damage to property of third parties to the extent caused by the negligence of TT.

7. **WARRANTY OF SERVICES**. TT warrants that TT and its employees shall, in performing Services hereunder, exercise the degree of skill, care and diligence consistent with customarily accepted good practices and procedures at the time and location and for the type of Services performed. Should TT fail to perform to those standards, it shall (a) without cost to Client, reperform and correct any substandard Services; and (b) reimburse Client for Client's direct damages or otherwise correct faulty construction, to the extent resulting from such substandard Services. Services involving such activities as the prediction of ecological or health impacts, clean-up criteria, extent or degree of contamination or dispersion, air or water movement, geologic and hydrogeologic conditions, extent of appropriate investigation, scheduling, and cost estimating are highly sensitive to changes in regulatory and scientific criteria, methodologies and interpretations thereof and require the balance of diverse, often conflicting, Client business, economic, legal and other priorities. Client acknowledges these conditions and accepts the risk that, although TT may perform to the above standards, the Client's goals or desires may nevertheless not be realized. TT makes no other warranties, express or implied, with respect to its performance under this Contract. TT's liability hereunder, including any for damage to or loss of Client property, shall in no event extend beyond one year after completion of the Services in question or exceed the amount specified in Article 9 below.

8. **TT LIABILITY**. No employee of TT shall have individual liability to Client. To the extent permitted by law, the total aggregate liability of TT, its officers, directors, shareholders, employees and sub-consultants for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed two million dollars (U.S. $2,000,000.00).

9. **CONSEQUENTIAL DAMAGES AND OTHER LIABILITIES**. TT and its employees shall in no event be liable for any special, indirect or consequential damages, including specifically but without limitation, any based on loss of profits or revenue, loss of or interference, whether or not by third parties, with full or partial use of any equipment, facility or property, including real property, cost of replacement power, energy or product, delay in or failure to perform or to obtain permits or approvals, cost of capital, loss of goodwill, claims of customers, fines or penalties assessed against client or similar damages. These terms provide allocations of risk and reward consistent with the nature and extent of the Services and to that end include (i) protections against, and limitations on, liability of TT and (ii) specific remedies of Client which shall be its sole and exclusive remedies. The allocations, including without limitation those set forth above and under Articles 7, 8 and 13, shall survive this contract and apply to the fullest extent allowed by law irrespective of whether liability of TT is claimed, or found, to be based in contract, tort or otherwise (including negligence, warranty, indemnity and strict liability) and Client hereby waives all rights of recovery and assumes all risks beyond those explicitly allocated to TT herein.

10. **SITE CONTRACTORS**. For the benefit of Client and TT, Client agrees that it will cause provisions acceptable to TT governing insurance and indemnity to be inserted in each of Client's agreements for remediation or other construction or site services or work related to the Services.

11. **DELAYS**. Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligations is prevented or delayed by any cause which is beyond the reasonable control of the affected party, and the time for performance of either party hereunder shall in such event be extended for a period equal to any time lost as a result thereof, and an equitable adjustment shall be made to TT's compensation.

12. **THIRD PARTY INTERESTS**. This Contract and the Services and Work Product produced hereunder are solely for the benefit of Client and are not intended to be for the benefit, or to be construed as creating rights in favor, of any third party. If Client is not the ultimate beneficiary of the Services or TT's work product is used in such a way as to create or induce any reliance by any third party, Client represents and warrants (i) that it shall bind its clients and/or such third parties to limitations on and protections against liability "protective provisions" commensurate with those afforded TT hereunder and that such protective provisions will, in fact, inure to the benefit of TT, and/or (ii) that Client has the power to act on behalf of its clients and/or such third parties and does hereby bind such parties to these protective provisions.

TETRA TECH, INC.
MASTER SERVICES AGREEMENT
COOPERATIVE PURCHASING

13. CHANGES AND TERMINATION. This Contract shall not be modified except by written agreement signed by both parties. Client shall have the right to make changes within the general scope of Services upon execution of a mutually accepted change order. Client shall also have the right to terminate this Contract prior to completion of the Services, after reasonable notice to TT in writing, in which event Client shall pay TT all amounts due TT hereunder up to the effective date of termination, plus TT's reasonable costs incurred after such date in terminating the Services. In the event that Client alleges breach on behalf of TT, Client shall afford TT in 30 days written notice to submit a reasonably acceptable plan to cure any alleged deficiency prior to termination. Recognizing that termination prior to completion may involve risks and exposures both as to cost of work and third party claims, Client shall in such event indemnify, protect and defend TT from claims arising out of any incomplete aspect of the Services. Both parties have the right to terminate this Contract for convenience with thirty (30) day notice to the other party.

14. TERM. The term of this Agreement shall begin on the date first written above through May 31, 2016, subject to extensions upon mutual agreement of TT and Client.

15. GOVERNING LAW, PRECEDENCE AND DIVISIBILITY. Unless specified otherwise in Client orders, this Agreement shall be governed by the laws of the State of Texas excluding choice of law rules, which direct application of the laws of another jurisdiction. The provisions of the TT Proposal and these Terms and Conditions shall govern exclusively any Services furnished by TT and shall prevail over and render void any inconsistent or conflicting provision of the Client Order. If any term, condition, provision or portion of this Contract is declared void or unenforceable, or limited in its application or effect, such event shall not affect any other provision or portion hereof. All other provisions and unaffected portions thereof shall remain fully enforceable and an adjustment in the compensation or other provisions shall be made with the purpose of equitably affecting the intent of the Contract to the maximum extent allowed by law.

16. ENTIRE AGREEMENT. This Contract contains the entire agreement between the parties as to the Services rendered hereunder. All previous or contemporaneous agreements, representations, warranties, promises, and conditions relati ng to the subject matter of this Contract are superseded by this Contract.

TETRA TECH, INC. – Accepted by:

Jonathan Burgiel
BY TT (PRINT NAME)

Vice President/Operations Manager
TITLE

SIGNATURE /DATE

ATTEST:

Betty Kamara, Contracts Administrator

HIDALGO COUNTY, TEXAS -- Accepted by:

BY (PRINT NAME)

TITLE

SIGNATURE /DATE

ATTEST:

Name:

EXHIBIT A

SCOPE OF SERVICES

SERVICE OFFERINGS

Tetra Tech, Inc. (Tetra Tech) has access to the full range of personnel with key expertise in relevant topic areas described in the Houston-Galveston Area Council (H-GAC) request for proposals (RFP). Our team offers services in all areas of security, disaster preparedness, and emergency response and recovery. This document reviews our services offerings and hourly rates on the following pages.

Emergency Management Consulting

Unlike many emergency management firms that focus on planning, Tetra Tech is a full-service emergency management firm that works in all phases of emergency management.

When a major incident occurs, the impact sends shockwaves around the globe. All eyes are on the incident and the level of scrutiny is overwhelming. As an experienced leader in the emergency management industry, Tetra Tech knows what it takes to respond effectively and to initiate recovery activities almost simultaneously, while maintaining transparency for the public and elected officials.

We are better planners because of our active involvement in response and recovery efforts. We develop realistic plans that can be effectively implemented during a response.

Tetra Tech works with organizations across the country in jurisdictions that face a variety of threats and hazards, from dense urban areas susceptible to security threats, to coastal communities prone to hurricanes. For that reason, Tetra Tech maintains a multidisciplinary staff with backgrounds and experience in emergency management, hazardous materials (hazmat) response and recovery, public health and healthcare planning, transportation and evacuation, all-hazards mitigation, disaster resiliency and readiness planning, and response and recovery, among other fields. In fact, collectively, Tetra Tech has subject matter expertise in 36 areas. The breadth and depth of our expertise distinguishes Tetra Tech from other firms and allows us to provide the full range of planning and program execution services.

Table D-1. Emergency Management Consulting Services

Service Offering	Description
Hazard Mitigation Planning	Hazard mitigation planning is the effort used to establish mitigation goals and objectives, and to identify projects that enable the jurisdiction to prepare for and reduce the impacts of a disaster.
Emergency Operations Planning	Emergency operations planning is the effort consisting of a basic plan, emergency support functions (ESFs), and incident-specific appendixes that address direction and control, communications, public warning, emergency public information, evacuation, mass care, health and medical, resource management, etc. The goal is to ensure that appropriate plans are in place to identify, prepare for, and reduce the risk of natural, technological, and human-caused disasters, including terrorism.

Service Offering	Description
Continuity of Operations (COOP) Planning	COOP planning is the effort to ensure that the capability exists to continue an organization's mission essential functions across a wide range of emergencies. A COOP plan is designed to plan for denial of access to a facility, denial of service due to equipment or systems failure, and denial of service due to a reduced workforce.
Continuity of Government (COG) Planning	COG planning is the effort to ensure continued leadership, authorities, direction and control, and preservation of records to maintain a viable system of government.
Emergency Support Function (ESF) Planning	ESF planning is the effort used to assign roles and responsibilities of supporting agencies. ESFs provide a structure for managing response efforts that involve multiple agencies at the local, state, and/or regional level.
Departmental Emergency Response Planning	Many departments within an organization have primary or secondary support roles under the ESFs. Departmental emergency response planning is the effort used to develop standard operating guides and/or standard operating procedures for departments with primary or support responsibilities.
Evacuation Planning	Evacuation planning is the effort to provide the following: • Clear agency roles/responsibilities for small- and large-scale and point source evacuation scenarios • Effective situational awareness communication protocols to determine evacuation areas and evacuation participation rates • Development of consistent and effective warning order evacuation/shelter-in-place terminology designed to motivate citizens and tourists to evacuate with a sense of urgency and along advocated routes or to shelter in place if they are outside the impact zone • Tailored time-phased protective action measures (such as staging and mutual aid activation) to ensure that populations at risk can be effectively and efficiently moved out of harm's way and sheltered as needed • Identification of vulnerable special needs populations, transportation-dependent communities, large animal and pet considerations, additional behavioral assumptions, critical traffic control points, and available intelligent traffic monitoring systems • Easily defined evacuation zones coupled with a public awareness strategy • Zonal evacuation clearance times and/or shelter-in-place guidance designed for a range of possible point source, no-notice, and terrorist phased approach
Regional Catastrophic Planning	Regional catastrophic planning is the effort designed to promote regional coordination and communications between multiple jurisdictions to help them prepare and respond to an incident effectively as a region, and to initiate recovery activities almost simultaneously, while maintaining transparency for the public and elected officials.
Mass Care/Surge Capacity Planning	Using a worst-case scenario, mass care/surge capacity planning identifies a jurisdiction's strategy and current capabilities for mass evacuation and sheltering. The evacuation strategy is designed to take a phased approach, emphasizing special needs groups in hospitals and nursing homes and residents without access to transportation.

Service Offering	Description
Metropolitan Medical Response System (MMRS) Planning	MMRS planning is the effort designed to support the local jurisdiction in enhancing and maintaining its all-hazards response capabilities to mass casualty incidents. MMRS planning is intended for use during the early hours critical to life-saving and population protection during terrorist acts using weapons of mass destruction; chemical, biological, nuclear, radiological, and/or explosive (CBRNE) weapons; large-scale hazmat incidents; epidemic disease outbreaks; and/or natural disasters.
Volunteer Management Planning	Working closely with a lead volunteer agency, volunteer management planning is the effort used to document the volunteer programs, training strategies, and available resources already defined under the CERT through its Citizen Corps.
Family Assistance Center (FAC) and Reunification Planning	FAC and reunification planning is the effort to support displaced families in locating and reuniting with their loved ones following a crisis. It also serves to prevent confusion and disorder by ensuring the delivery of a single, concise message to the community and the media.
Emergency Management Accreditation Program (EMAP) Accreditation Support	EMAP accreditation support involves assessing a jurisdiction's emergency management program against the 64 EMAP standards to identify potential gaps and deficiencies. This allows the jurisdiction to remedy gaps in preparation for an assessment by an EMAP accreditation team.
Strategic Planning	Strategic planning is the effort designed to set the course and direction of a jurisdiction or agency. It defines the vision, mission, and long-term goals, objectives, and milestones of the jurisdiction.
Debris Management Planning	Debris management planning is the effort to provide the jurisdictional structure, guidance, and standardized procedures for the clearance, removal, and disposal of debris caused by a major debris-generating event in the most cost-effective and efficient manner.
Information Technology Disaster Recovery (ITDR) Planning	ITDR planning involves a systematic inventory and prioritization of communications systems, including telephones, voicemail, facsimile, data lines, network access, Internet access, wireless communications and PDAs, and application software and hardware.
Crisis Communication/Public Information Planning	Crisis communication/public information planning is the effort for media relations, through the establishment of the joint information center, to develop templates for public information and to create a public information guide.
Hazmat Commodity Flow Studies and Local Emergency Planning Committee (LEPC)	Hazmat commodity flow studies and LEPC involves a risk assessment of the types and amounts of hazardous materials being transported in and through a jurisdiction via highway and rail corridors and fixed facilities located within a jurisdiction.
Crisis Planning for Higher Education	Crisis planning for colleges and universities is the effort to assess risk, set priorities, and develop an actionable plan that can be readily executed in the event of an emergency in order to protect a school's students, faculty, facilities, and research, which form the backbone of the institution.
Training, Testing, and Exercise Planning	Training, testing, and exercise planning involves a systematic approach to train, test, and exercise a jurisdiction's emergency management program and response capabilities in a non-threatening environment, and to identify the work that needs to be done to comply with Federal Emergency Management Agency (FEMA), Homeland Security Exercise and Evaluation Program (HSEEP), and other regulatory guidelines.

Service Offering	Description
Planning and Management	Integrated Planning and Management System (IPMS) incorporates functions for baseline, scheduling, risk management, cost estimating, funds and financial management, performance analysis and monthly reports, and what-if analyses. An agency's business processes determine the way data is managed and define methods for establishing budget, cost, schedule, and technical baselines. IPMS was designed to support customized business processes to measure performance, control changes, and report on status through a series of functional software modules linked to a central data repository (CDR).
Internet/Computer-Based Training (IBT/CBT)	As part of a full-service solution, Tetra Tech has prepared stand-alone computer-based training for individual customers' needs and Internet-based training to meet the needs of on demand and geographically diverse training requirements.
Asset Management	Tetra Tech's asset management solutions help leaders integrate planning, scheduling, and tracking of maintenance requirements, enterprise resource planning, supply chain management, inventory management, procurement, Radio Frequency Identification (RFID)/Unique Identification (UID) execution, reference management, and training management. Our customized solutions integrate external financial and resource management systems.
Operations Center Services	Tetra Tech has extensive operations center services in local and federal organizations. These services include 24/7/365 support, C4I and situational awareness, custom emergency management system, and classified environments.
Shared/Integrated Digital Environments (SDEs/IDEs)	Tetra Tech has developed a range of customizable SDEs/IDEs to provide portals to our project/program teams that are web-accessible and managed to provide authorized users access to all relevant materials/data in a user-friendly environment. In addition to being a knowledge base of programmatic information, these tools often provide configuration data, task order management, action tracking, user forums, deliverable tracking, financial management, asset information, etc., in support of the program requirements.

Debris Program Management Consulting Services

Tetra Tech's experience in disaster field monitoring and management services dates back to 1989, when we assisted clients in the Caribbean and South Carolina with recovering from Hurricane Hugo. In the 24 years since, Tetra Tech has helped over 200 clients recover from the damaging effects of hurricanes, tropical storms, floods, and ice storms across the country. Tetra Tech has successfully managed all phases of debris removal and associated reimbursement efforts, including the removal of and reimbursement for over 67 million cubic yards of debris, as well as the demolition of uninhabitable residential structures. We have helped local governments obtain over $3 billion in reimbursement funds.

Table D-2. Debris Program Management Consulting Services

Service Offering	Description
Comprehensive Program Management	Comprehensive program management involves providing the resources, personnel, and experience to manage all aspects of a disaster recovery project, including pre-event planning, and post-event reconstruction and reimbursement services.
Disaster Debris Removal Procurement and Negotiations	Disaster debris removal procurement and negotiations involves helping communities to develop the procurement process and contract documents to retain debris and construction contractors, and to negotiate terms and conditions to put enforceable agreements in place.

Service Offering	Description
Collection Monitoring	Collection monitoring involves overseeing the debris collection process, including truck certification, route development, ticket preparation and documentation for FEMA-reimbursable loads.
Disposal Monitoring	Disposal monitoring involves overseeing debris disposal operations, including providing the volumetric measurement of incoming loads, authorizing tickets, and completing the documentation required for FEMA-reimbursable loads.
Hazardous Waste Collection, Disposal, and Monitoring	Hazardous waste collection, disposal, and monitoring involves designing hazardous waste removal programs that efficiently address specific emergencies, including animal carcass removal, asbestos-ladened building material removal, Freon unit removal, and paint and chemical segregation and removal.
Leaner/Hanger/Stump Removal	Leaner/hanger/stump removal involves surveying, documenting, and monitoring the removal of leaning trees, hanging limbs, and stumps.
Temporary Debris Storage and Reduction Site (TDSRS) Environmental Support	TDSRS environmental support involves obtaining all documentation and assisting in the performance of all required testing by federal, state, and local agencies to support the establishment of TDSRS locations.
Beach Remediation/Restoration	Beach remediation/restoration involves monitoring services associated with sand screening, sand recovery, beach reconstruction, and dredging operations to restore natural beaches.
Right-of-Entry (ROE) Administration	ROE administration involves reviewing ordinances and laws to ensure that the proper steps are taken and documented in removing debris from private property. This includes eligibility reviews, property surveys, monitoring, and providing public information.
Waterway Debris Removal	Waterway debris removal involves monitoring and documenting debris removed from navigable and other inland waterways.
Field Data Collection/ Management/Billing/Invoicing	Data collection/management/billing/invoicing involves developing and maintaining databases to document all field operations to ensure proper contractor payment, maximum reimbursement, and proper purchase order management.
Data Management	Our web-enabled data management systems provide cradle-to-grave life cycle data management for a program or specific disaster. Designed to meet all industry standards for relational databases, our systems enable users to easily find the right data in real time.
Customer Information/Citizen Hotline/Community Relations	Customer information/citizen hotline/community relations involves advising the public about important information regarding procedures associated with debris collection and removal, and providing updates about the operational progress being made to restore the community.
Emergency Responder Website Services	Our local information technology (IT) organization supports the full IT life cycle and content management of many FEMA emergency responder websites, including the Responder Knowledge Base (RKB), System Assessment and Validation for Emergency Responders (SAVER), and the Lessons Learned Information Sharing (LLIS).
Data Collection	Tetra Tech has a proven track record in data acquisition from systems and sensors and the ability to present this data in a well defined manner through a host of application types and architectures. Once the data is acquired and housed in a relational database, Tetra Tech also provides the analysis and trending capabilities that often accompany the acquisition requirements.

Grant Administration and Management Services

Tetra Tech's Financial Recovery Services (FRS) Practice was established to provide grant funding consultation before and after a disaster. With a keen understanding of Office of Management and Budget (OMB) regulations, the FRS Practice seeks to establish accounting systems and internal controls for its clients to minimize the instance of fraud, waste, abuse, and mismanagement of grant funds. The FRS Practice offers an unprecedented team of experts, with advanced degrees in business, administration, economics, and finance, as well as hands-on experience in the field. Funding sources include the FEMA Public Assistance (PA) Program, Individual Assistance (IA) Program, Hazard Mitigation Grant Program (HMGP); U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Program (CDBG); U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS); and many others. We guide our clients through the complexities of program procedures and requirements, which often are not consistently interpreted by local, state, and federal government agencies.

Table D-3. Grant Administration and Management Services

Service Offering	Description
FEMA Reimbursement Support	FEMA reimbursement support involves administering and managing project applications and programs for disaster reimbursement related to response and recovery efforts.
FEMA Compliance Monitoring and Audit Oversight	FEMA guidance requires that applicants monitor the expenditure of funds and document such expenditures in a manner that will satisfy regulatory audits in the future. Tetra Tech's grant administrators document eligible work in the field and organize such documentation in an audit-ready format for future review.
Individual Assistance (IA) Services	Administering an IA program is burdensome and time consuming. Tetra Tech assists its clients with application intake, case management, grant administration, expenditure monitoring, etc., in order to minimize the burdens associated with IA programs.
Public Assistance (PA) Services	The Public Assistance program is designed to fund costs associated with temporary and permanent work in eligible FEMA categories. Tetra Tech's team of PA consultants assists our clients with documenting and accounting for such costs on project worksheets.
Grant Application Development and Administration (CDBG, HMGP, PA, IA)	Grant application development and administration involves providing grant program specialists to assist with the time-consuming process of gathering data and information required to develop grant applications to various agencies and programs.
Damage Assessment	Damage assessment involves deploying a team of experienced grant administrators to document damage sustained during a disaster in a format that is acceptable for requesting FEMA PA funds.
Eligibility Consultation	Eligibility consultation involves providing grant recipients with an understanding of funding options and preferences for repairs as they relate to various grant program eligibility considerations.
Project Ranking	Project ranking involves providing grant recipient constituents with a prioritized plan of action for reconstruction and mitigation projects to achieve recovery objectives.
Financial Advisory	Financial advisory services involve developing program budgets to provide transparency to grant recipients relating to the local cost share, the financial burden, and obligations for program participation.

Service Offering	Description
Cash Flow Management	Cash flow management involves developing program budgets to allow grant recipients to meet current obligations with minimum reliance upon bridge financing.
Procurement Assistance	Procurement assistance involves providing procurement experts to provide disaster contracting guidance to ensure comprehensive scopes, strict adherence to grant funding requirements, and satisfactory project completion.
Benefit Cost Analysis	Benefit cost analysis involves formalizing a schedule of anticipated project costs to projected future benefits to establish a quantifiable means for understanding project value.
Feasibility and Effectiveness Studies	Feasibility and effectiveness studies involve documenting that projects being considered are financially sound, reasonable to implement, and effective at mitigating future damage.
Site Survey and Legal Description Review	Site survey and legal description review involve providing grant recipients with assurances that private property access is carried out legally without exposing it to unnecessary liability.
Appraisal and Valuation Services	Appraisal and valuation services involve utilizing industry best practices to develop property appraisal and valuation documentation for acquisition programs.
Title Due Diligence	Title due diligence involves ensuring that only the legal property owner is consulted for program acquisition program participation.
Public Outreach Program	The public outreach program provides citizens with an outlet to ask questions, state concerns, and apply for program participation without burdening grant recipient staff and facilities.
Public Meeting Facilitation	Public meeting facilitation involves documenting meeting notices and participation, while garnering program participation.
Homeowner Consultation	Homeowner consultation involves providing a high level of service to citizens without burdening grant recipient staff with after-hours and weekend meetings.
Relocation Assistance	Relocation assistance involves ensuring that acquisition or relocation program participants are satisfactorily relocated without burdening grant recipient staff.
Property Management	Property management involves assisting grant recipients with program management to ensure that properties do not degrade to cause blight during the interim purpose phase.
Negotiations	Negotiations provide a systematic, third-party approach for reaching amicable terms between citizens and the grant recipient.
Closing	Closing involves dedicating consultant resources to ensure a timely and efficient closing process.
Data Management	Data management involves storing grant-related data in a manner that provides efficient recall and review during closeout and auditing.
Document Management	Document management involves organizing documents in an efficient manner for easy access by the grant recipient and project stakeholders.
Contractor Invoice Reconciliation	Contractor invoice reconciliation involves ensuring accurate payment to contractors and assigning incurred costs to funding sources to minimize local cost share.

Service Offering	Description
Regulatory Compliance Monitoring	Regulatory compliance monitoring involves documenting proper regulatory compliance to ensure maximum reimbursement and to avoid fines and site shutdowns, which slow the recovery process.
Project Scoping	Project scoping involves developing scopes of work for grant funding projects, using key terminology, and highlighting awareness of historical precedence, which maximizes grant funding opportunity.
Insurance Adjusting/Subrogation	Insurance adjusting/subrogation involves providing insurance specialists to proactively resolve insurance issues prior to a grant de-obligation.
Eligibility Appeals	Eligibility appeals involve assisting clients with developing strategies and documentation to overturn a de-obligation ruling.
Grant Closeout	Grant closeout involves providing the grant recipient with a closeout package that is organized to satisfy grant closeout and auditing.

Vulnerability/Hazard Identification/Risk Assessment Services

Tetra Tech has a multidisciplinary team of toxicologists, chemists, ecologists, biologists, geologists, modelers, data managers, and environmental scientists that provide environmental risk expertise to the public and private sectors. Many of our scientists have graduate-level degrees and contribute to the scientific community by publishing in peer-reviewed journals and participating in presentations at national conferences of technical and professional organizations.

Table D-4. Vulnerability/Hazard Identification/Risk Assessment Services

Service Offering	Description
Hazardous Identification and Incident Response	Tetra Tech is capable of providing turnkey planning, design, construction interface, and training for infrastructure security enhancement projects. Initiating the security solution is an objective vulnerability assessment (VA) against industry and government standards, incorporating threat assessment, facility prioritization, consequence determination, systems effectiveness, risk reduction and mitigation, and limitations.
Ecological Risk Assessments	Tetra Tech has risk assessment staff in offices throughout the nation that provide retrospective and predictive ecological risk assessments (ERAs) for federal, state, and commercial clients in aquatic and terrestrial environments. These ERAs span the range of desktop screening-level evaluations versus baseline ERAs that incorporate site-specific biological data. Key aspects of Tetra Tech's ERAs include use of the latest plant and animal toxicity data, correct use of exposure assumptions, adherence to current guidance, public comprehension and credibility, and significant cost savings. Tetra Tech has completed CERCLA risk assessments and RCRA Tier 2 and 3 risk-based evaluations to support contaminant characterization and cleanup efforts at several military, industrial, and commercial sites. Staff includes chemists, biologists, health physicists, and industrial hygienists. Tetra Tech has conducted risk assessments to evaluate chemical and radiological exposures to humans and to various aquatic and terrestrial species of fauna and flora. Services include statistical analysis, development of conceptual site models, risk calculations, modeling, and derivation of site-specific cleanup objectives for soil, groundwater, air, surface water, and sediment. Tetra Tech has completed 500+ risk assessments, including screening-level and baseline ecological and human health assessments, as well as direct health effects measurement studies of biological receptor populations. We recognize

Service Offering	Description
	the importance of clearly quantifying risk to select the most appropriate level of investigation and remediation to fully protect potential receptors while minimizing project schedule and cost. We specialize in partnering with the US Army Corps of Engineers (USACE), customer installations, and regulators in developing risk-based approaches to investigations that satisfy the requirements of all stakeholders. We also excel in developing, recommending, and receiving regulatory approval for toxicity levels and cleanup goals for contaminants for which no toxicity reference value exists.
FEMA Compliance Monitoring and Audit Oversight	FEMA guidance requires that applicants monitor the expenditure of funds and document such expenditures in a manner that will satisfy regulatory audits in the future. Tetra Tech's grant administrators document eligible work in the field and organize such documentation in an audit-ready format for future review.
Vulnerability Assessments (VAs)	Tetra Tech has completed municipal water system VAs that utilize a pair-wise comparison approach to identify critical facilities and critical assets needed to maintain safe drinking water supplies. Tetra Tech also has implemented security enhancements that reduce the likelihood that a water system could be severely compromised as a result of a malevolent act. The terrorist response scenarios developed during VAs can be incorporated into the emergency contingency plan for incident response using a "rip and run" philosophy for easy use.

Security and Surveillance Services

Through a combination of in-house capabilities and existing network relationships, Tetra Tech is capable of providing turnkey planning, design, construction interface, and training for infrastructure security enhancement projects. Following a VA, strategic security planning is paramount to ensure local security enhancements are rolled up into regional and geographic enhancements, providing a comprehensive, layered solution. Tetra Tech, through in-house expertise, may integrate administrative enhancements, physical enhancements, digital security systems, and IT (cyber) enhancements as necessary to mitigate risks. Tetra Tech maintains subject matter experts to plan and conduct VAs, strategic planning, and follow-on program or project management. Integral to the security work is the long-standing network of professionals to design physical security enhancements and security specialists to design digital security specialists.

Table D-5. Security and Surveillance Services

Service Offering	Description
Security Assessments	Assess security vulnerabilities and develop requirements for all types of physical security, including ports, airports, transportation, and oil and gas.
Risk Assessments	Similar to security assessments Tetra Tech has completed risk assessments in several ways. First, as an integral part of a more comprehensive VA. Second, as a risk mitigation measure, evaluating the need for a municipal-wide central alarm station and associated security force. Finally, on a case-by-case basis to address the immediate need of the client. Direct experience includes municipal infrastructure and agricultural security challenges. Generally, Tetra Tech experience includes port, aviation, and transportation security.
Security Design	Tetra Tech maintains a network of internal design capabilities, including digital security systems, and IT. Tetra Tech design services include the potential for incorporating Department of Defense (DoD) Unified Facilities Criteria (UFC), National Institute of Standards and Technology (NIST) standards, and best management practices.

Service Offering	Description
Vulnerability Assessments (VAs)	Tetra Tech has completed municipal water system VAs, utilizing pair-wise comparison approaches to identify critical facilities and assets for maintaining safe drinking water source, treatment, and distribution. Tetra Tech also has integrated security enhancements design with administrative and IT assessments to reduce the likelihood that a water system is compromised due to a malevolent act.
Case Management	Tetra Tech's case management solution is a secure, web-enabled database application to support national service organizations in representing veterans for claims to the VA. Our solution uses role-based security to provide service officers Internet-accessible data entry and collection, and outputs the necessary forms for submission to the VA for obtaining benefits due to our nation's veterans. All information, data, and VA forms are managed under strict Health Insurance Portability and Accountability Act (HIPAA) guidelines and are only available to authorized users for updates as necessary—creating a complete case history—and it is Internet accessible from anywhere.
Security System Design	Provide design services for physical security systems, including conceptual and detailed design. Use various design tools to develop optimized solutions.
Integrated Security Systems	Provide integrated security solutions using COTS hardware and software. Systems include video, access control, CBRNE, radar, sonar, and command and control applications.
Mobile and Portable Security Systems	Provide mobile and transportable surveillance systems on trucks, trailers, or tripods. Sensors include video, radar, infrared sensor, and other with wireless connectivity. Provide quick response and gap filling security.
Security Information Management Systems	Provide integration of COTs physical security information management (PSIM) systems that allow one platform to cover the security enterprise for operator assessment, control, and incident management.

Logistics, Training, and Support Services

Tetra Tech provides multifunctional life cycle logistics support and industry-leading training and response support to government and commercial clients, partners, and internal customers. Our highly skilled teams enhance client capabilities in the areas of acquisition logistics, operational logistics, training programs, and response support.

We have developed and implemented a full suite of customer-focused logistics, training, and CBRNE response support services at the retail and user level. This includes life cycle product development, fielding, operations, and CBRNE incident planning and response.

Table D-6. Logistics

Service Offering	Description
Demand Forecasting	Tetra Tech is working to make fuel shortages a thing of the past by developing new concepts and solutions in "sense and respond" logistics. For the U.S. Army Logistics Transformation Agency, we are implementing sensors on 5,000-gallon fuel tankers and the 10,000-gallon fuel storage "bladders" and integrating those sensors into a prototype "sense and respond" system. Adaptive agents (actually sophisticated software codes) review sensor data, compare it with data from command and control systems and other sources, and decide what supplies should be ordered and when.

Service Offering	Description
Total Asset Visibility	RFID technology can help fulfill the promises of total asset visibility and in-transit visibility. At the Fleet Industrial Supply Center Norfolk, Tetra Tech implemented one of DoD's first fully integrated passive RFID installations. The system provides real-time visibility for the more than 150,000 tagged pieces of material that flow through this ocean terminal annually. As a leading supplier and installer of equipment for the Air Force, we have performed over 100 installations at Air Force bases worldwide. As part of this work, we also perform other depot-level functions, such as upgrading and maintaining these systems.
Just-in-Time Inventory	Tetra Tech provides logistical support for Mine Resistant Ambush Protected (MRAP) vehicle for the Joint Program Office (JPO). We support interoperability testing, orchestrate transportation of the vehicles to theater, and deprocess in theater. We also support the MRAP Joint Logistics Integration (JLI) Program, providing in-theater fielding and sustainment of the entire MRAP fleet of vehicles. The MRAP programs require a strict delivery schedule on a high volume of vehicles while maintaining configuration management across multiple vehicle variants.
Product Development Support	• Supportability strategies • Logistics policy development • Supportability analyses • Technical data development • Logistics demonstration integration • Fielding planning • Total package fielding • Configuration management
Enterprise Operational Support	• Automated logistics tool development • UID • RFID implementation • Warehouse and asset planning/operation • Property accountability • Equipment maintenance • Transportation planning • Knowledge management • Reset, planning, and management
Supply Chain Integration Supply Chain Integration	Tetra Tech provides integrated supply, procurement, and material handling/physical logistics services, including pre-expended bin, kitting, and storefront management for the federal government. We purchase and deliver a wide variety of material, ranging from commercial products (facility maintenance repair and operations goods; defense equipment for hazardous materials, including CBRNE) to weapon system parts (aircraft, tactical/non-tactical/combat vehicles, and ships/submarines). We currently complete approximately one million purchase order line item transactions per year for our customers and are especially adept at locating sources of hard-to-obtain parts.

Interoperability, Situational Awareness, and Command and Control

The availability of real-time data is key to the decision-making process where information collected and transmitted by a wide variety of applications and infrastructure is gathered and presented in a way that can be easily accessed by the people and processes that it can benefit the most. Real-time systems utilize this data, which is collected, transmitted, validated, cleansed, and processed through real-time analysis and visualization techniques to extract information in order to derive maximum business value from a sea of streaming data.

When real-time data is incorporated into the mainstream enterprise, it can provide valuable trending and key performance indicator (KPI) information that can support operational, financial, and other strategic decision-making. Real-time data is critical to many regulatory reporting requirements and processes used in energy, utility, and other industries.

Table D-7. Interoperability, Situational Awareness, and Command and Control

Service Offering	Description
Interoperability (Comms and Data)	• Operational expertise in public safety communications • Assessment, infrastructure system design and implementation of secure voice, VOIP, video and high-speed data and other communication • Coordination across disciplines memorandums of understanding (MOUs) mutual aid agreements (MAAs) and other methods for cross-jurisdictional and interagency interoperability
Situational Awareness	• Incident management for security, surveillance, safety, and emergency services • Subject matter experts and first responder tools to assess in real time emergency and incident awareness • Experience working with agencies to implement technical solutions across the agency to manage emergencies
Wireless Networking (Design and Implementation)	• Assessment, infrastructure system design and implementation of secure voice, VOIP, video and high-speed data
Radio Communication (Design and Implementation)	• Operational expertise in public safety communications • Provide assessment, infrastructure system design and implementation of secure LMR systems • Coordination across disciplines MOUs MAAs and other methods for cross-jurisdictional and interagency interoperability
Regional Response (that is, Emergency Control Centers, Fusion Center)	• Tetra Tech provides subject matter experts to set up the organizational structure and communications to establish emergency control centers • Experienced in tactical operations systems, firsthand experience with centers with the National Guard • Tetra Tech provides senior program management with intimate knowledge and experience with command and control equipment, software, and other command center operations

Environmental Services

Tetra Tech is passionate about mitigating global climate change. Customers seek our deep domain expertise in subjects as diverse as environmental, solid waste, water resources and atmospheric sciences, policy analysis, IT, and energy-efficient design-build services.

Table D-8. Environmental Services

Service Offering	Description
Decontamination	• Technical oversight • Characterization and disposal of radioactive residues • Radiation safety program management • Documentation of site conditions • Radiological surveys • Internal dose assessment calculations to document the risk and dose to personnel from the contamination

Service Offering	Description
Climate Change Adaptation	• Development of climate action plans and sustainability strategies • General reporting and verification • Comprehensive climate change response • Technical guidelines on transportation emissions, industrial process emissions, and indirect emissions
Restoration and Remediation	• Solutions and services • Environmental site investigations • Risk assessment • Fate and transport modeling • Performance-based remediation • Radiological decontamination and decommissioning • Ecosystem restoration • Geographic information systems (GIS) • Site restoration and remediation • Due diligence assessments • Remedial system design/construction • Remedial process optimization • Construction management • Environmental compliance • Chemical/fuels and waste management • Regulatory support/expert witness services • Liability transfer model • Third-party review – remedial strategies • Geophysical services
Solid Waste Management and Water Resources	• Comprehensive and master planning • Facilities planning • Program design • Procurement and alternative project delivery • Operations and performance enhancement • Rates, financial analyses, and appraisals • Program management and capital project planning

EXHIBIT B

FEE FOR SERVICES

Hourly Rates

To the extent that HGAC or any of its end users request Tetra Tech's assistance, the following positions and hourly rates shall apply. The fees for these services can be provided on a fixed fee or time and materials basis plus reasonable non-labor expenses. Such non-labor expenses shall be invoiced as follows: 1) travel expenses including airfare and car rental shall be invoiced at cost, without mark-up; 2) lodging shall be invoiced up to the per diem rate according to the GSA rates established at www.gsa.gov; 3) meals and incidentals shall be invoiced at the GSA per diem rate (no receipts are required); 4) mileage shall be invoiced at the federally published rate; 5) field documents and other equipment/supplies shall be invoiced at cost, without mark-up and 6) other required non-labor expenses as may be applicable to the project and pre-approved by Tetra Tech and the Client shall be invoiced at cost, without mark-up.

Table D-9. Debris Program Management Hourly Rates

Category	Hourly Rate
Field Project Manager	$75.00
Deputy Field Project Manager/Technical Support	$65.00
Operations Manager	$59.00
Health and Safety Officer	$59.00
Data Manager	$55.00
Billing/Invoice Manager	$49.00
GIS Operator	$49.00
Field Supervisor	$42.00
Billing/Invoice Analyst	$39.00
Disposal Site Monitor	$33.00
Collection Monitor	$33.00
Citizen Drop-Off Site Monitor	$33.00
Project Coordinator	$34.00
Load Ticket Data Entry Clerk	$32.00
Call Center Staff	$32.00

Electronic Ticketing Device: As an optional service, Tetra Tech can provide electronic ticketing devices for an additional $4.00 per hour to specific labor categories to cover the costs associated with using Tetra Tech's automated debris management system (ADMS). The specific labor categories include operations manager, data manager, field supervisor, disposal site monitor, and collection monitor. The use of Tetra Tech 's ADMS is at the discretion of the client.

Special costs such as boat rental and marine expenses shall be billed at cost without mark-up.

Table D-10. Homeland Security and Emergency Management Consulting/Planning Hourly Rates

Category	Hourly Rate
Administrative Specialist I	$44.00
Administrative Specialist II	$48.00
Research Assistant	$51.00
Proposal Coordinator	$53.00
Comm. Technician	$57.00
Help Desk Operator	$62.00
Administrative Specialist III	$64.00
Research Assistant II	$66.00
Service Center/Logistics Specialist	$68.00
Analytical Aide	$75.00
Planning Aide	$80.00
Project Control Specialist	$83.00
Oracle Database Administrator	$85.00
Consulting Aide	$90.00
Assistant Planner/ Scientist/Assessor/Analyst	$95.00
Program Planner/ Scientist/Assessor/Analyst	$100.00
System Administrator	$105.00
Law Enforcement Subject Matter Expert/Trainer	$110.00
Consultant/Planner/ Scientist/Assessor/Analyst I	$115.00
Fire/HAZMAT Subject Matter Expert/Trainer	$122.00
Project Manager/Consultant/Planner/ Scientist/Assessor/Analyst II	$125.00
Public Assistance/Grant Management Consultant	$125.00
Project Manager/Consultant/Planner/ Scientist/Assessor/ Analyst III	$135.00
Senior Oracle DBA	$138.00
Senior Planner/ Assessor/Scientist/Analyst	$145.00
Senior Consultant/Planner/ Scientist/Assessor/Analyst	$150.00
Supervising Consultant/Planner/ Scientist/Assessor/Analyst	$158.00
Senior Public Assistance/Grant Management Consultant	$145.00
Project/Program Manager/Supervising Public Assistance Consultant	$175.00
Senior Program Manager	$192.00
Principal Consultant/Planner/ Scientist/Assessor/Analyst	$210.00
Principal in Charge/Executive Consultant/Planner/ Scientist/Assessor	$225.00
Subject Matter Expert	$244.00
Senior FEMA Appeals Specialist (eg. Ernie Abbott)	$350.00

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Fwd: Concerns on proposed contract as submitted by Tetra Tech

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Mon, May 04, 2015 10:33 AM
Subject : Fwd: Concerns on proposed contract as submitted by Tetra Tech
To : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us>

Here is the approval.

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Monday, May 4, 2015 7:26:24 AM
Subject: RE: Concerns on proposed contract as submitted by Tetra Tech

That works.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, April 30, 2015 5:28 PM
To: Steve Crain
Cc: Evangelina Garcia; Darlene H. Betancourt; Ricardo Saldana; Rey Salazar
Subject: Fwd: Concerns on proposed contract as submitted by Tetra Tech

Mr. Crain:
As per you last comments and request, here is the Tetra contract with the imposition of a finite term [which coincides with term under HGAC award] for your final review and comment as to form.
All other modifications that you requested and reviewed have been included.
Thanks,
Marty S.

From: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>
Sent: Thursday, April 30, 2015 5:19:37 PM
Subject: Re: Concerns on proposed contract as submitted by Tetra Tech

Marty;
As requested by Mr. Crain; the term has been modified by Tetra Tech accordingly to the H-GAC term; please send to legal for review as to form so that I may proceed ahead.

Thank you;

Vangie Y. Garcia, Contract Manager
Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, Texas 78539

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): May 4, 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
Aon Risk Insurance Services West, Inc.
Los Angeles CA Office
707 Wilshire Boulevard
Suite 2600
Los Angeles CA 90017-0460 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Lexington Insurance Company	19437
INSURER B:	National Union Fire Ins Co of Pittsburgh	19445
INSURER C:	The Insurance Co of the State of PA	19429
INSURER D:	AIG Europe Limited	AA1120841
INSURER E:		
INSURER F:		

INSURED
Tetra Tech, Inc.
1 S Wacker Drive
37th Floor
Chicago IL 60606 USA

COVERAGES **CERTIFICATE NUMBER:** 570056673088 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			GL5388413	10/01/2014	10/01/2015	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	X X,C,U Coverage						MED EXP (Any one person)	$10,000
	X GL Deductible $5,000						PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							
B	AUTOMOBILE LIABILITY			CA 5101755	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
D	X UMBRELLA LIAB X OCCUR			TH1400061	10/01/2014	10/01/2015	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $100,000							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		WC028328161	10/01/2014	10/01/2015	X PER STATUTE / OTH-ER	
C	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N			WC028328165	10/01/2014	10/01/2015	E.L. EACH ACCIDENT	$1,000,000
C	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC028328166	10/01/2014	10/01/2015	E.L. DISEASE-EA EMPLOYEE	$1,000,000
C				WC028328167	10/01/2014	10/01/2015	E.L. DISEASE-POLICY LIMIT	$1,000,000
A	Contractor Prof			028182375 Prof/Poll Liab	10/01/2013	10/01/2015	Each Claim / Agggregate	$5,000,000 / $5,000,000

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

RE: Disaster Debris Monitoring Management & Consulting Services under HGAC Cooperative Purchasing Program, Bid No. HP07-13. Hidalgo County, TX is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies as required by written contract. General Liability policy evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. Stop Gap Coverage for the following states: OH, ND, WA, WY.

CERTIFICATE HOLDER

Hidalgo County, TX
2812 S. Business Highway 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

Aon Risk Insurance Services West, Inc.

Holder Identifier : FGHLMZ

Certificate No : 570056673088

©1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2014 forms a part of

Policy No. WC 028328166 issued to Tetra Tech, Inc.

By: Insurance Company of the State of Pennsylvania

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within [30] days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2014 forms a part of

Policy No. GL5388413 issued to Tetra Tech, Inc.

By: National Union Fire Insurance Company of Pittsburgh, PA

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within [30] days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2014 forms a part of

Policy No. CA5101755 issued to Tetra Tech, Inc.

By: National Union Fire Insurance Company of Pittsburgh, PA

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within [30] days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2014 forms a part of

Policy No. WC 028328161 issued to Tetra Tech, Inc.

By: Insurance Company of the State of Pennsylvania

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within [30] days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2014 forms a part of

Policy No. WC028328165 issued to Tetra Tech, Inc.

By: Insurance Company of the State of Pennsylvania

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within [30] days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

ENDORSEMENT

This endorsement, effective 12:01 AM 10/01/2014

Forms a part of policy no.: 028182375

Issued to: TETRA TECH, INC., ET AL

By: LEXINGTON INSURANCE COMPANY

ADVICE OF CANCELLATION TO ENTITIES OTHER THAN THE NAMED INSURED LIMITED TO E-MAIL NOTIFICATION

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non payment of premium, and

1. The cancellation effective date is prior to this policy's expiration date;

2. The **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)"); and has provided to the **Insurer**, either directly or through its broker of record, the email address of the contact at such entity,

and the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to such Certificate Holders.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations Page of this policy.

All other terms, conditions and exclusions shall remain the same.

AI-49563 **Purchasing Department** **24. A. 5.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of **Interlocal Cooperative Agreement** and **Resolution** between Hidalgo County (all elected offices, departments, programs and/or agencies thru all funding sources) and **Educational Service Center, Region 14** with the purpose of participating in the cooperative purchasing services of the **National Cooperative Purchasing Alliance (NCPA)** as an additional procurement resource including authority for County Judge to execute documents.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact inasmuch as there are no membership fees.

Attachments

Documentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/07/2015 01:24 PM
Budget & Management	Veronica Ortiz	05/07/2015 01:43 PM
Glinda Pacheco	Glinda Pacheco	05/11/2015 02:00 PM
Auditor's Office	Monica Badillo	05/15/2015 05:34 PM
Form Started By: vgarcia		Started On: 05/04/2015 08:45 AM
Final Approval Date: 05/15/2015		

About NCPA

NCPA (National Cooperative Purchasing Alliance) is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. NCPA utilizes state of the art procurement resources and solutions that result in cooperative purchasing contracts that ensure all public agencies are receiving products and services of the highest quality at the lowest prices.

NCPA's Process

NCPA works with a lead public agency, who competitively solicits master contracts. Contracts are based on quality, performance, and most importantly pricing. These contracts are established using the following process:

- The Lead Agency issues a competitive solicitation for a product or service on behalf of NCPA and all public agencies.
- The solicitation is advertised nationally for a minimum of 30 days. You can view our current solicitations on our website.
- The solicitation contains language that allows the contract to be accessible nationally to public agencies in states whose laws allow for intergovernmental contract use (also known as "piggybacking" or "adopting")
- Vendors respond to the solicitation with sealed responses that are recorded and publicly opened.
- The Lead Agency evaluates the responses based on "Identified Evaluation Criteria" and awards contracts.

Who Can Use NCPA's Contracts

There are over 90,000 agencies nationwide from both the public and nonprofit sectors that are eligible to utilize NCPA's cooperative purchasing contracts. These include, but are not limited to the following agency types:

- School Districts (including K-12, Charter schools, and Private K-12)
- Higher Education (including Universities, Community Colleges, Private Colleges, and Technical / Vocational Schools)
- Cities, Counties, and any Local Government
- State Agencies
- Healthcare Organizations
- Church/Religious
- Nonprofit Corporations

State Statutes

Want to see your state's laws on cooperative purchasing? Click here to view your state's laws on cooperative purchasing.

Texas

Government Code
Title 7. Intergovernmental Relations
Chapter 791 Interlocal Cooperation Contracts
Subchapter C. Specific Interlocal Contracting Authority

§ 791.001 GOV'T. Purpose

The purpose of this chapter is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state.

§ 791.003 GOV'T. Definitions

4) "Local government" means a:

(A) county, municipality, special district, or other political subdivision of this state or another state ; or

(B) combination of two or more of those entities.

SECTION 2. Section 791.011 GOV'T, Government Code, is amended by amending Subsection (b) and adding Subsection (g) to read as follows:

(b) A party to an interlocal contract may contract with a:

(1) state agency, as that term is defined by Section 771.002; or

(2) similar agency of another state.

(g) A governmental entity of this state or another state that makes purchases or provides purchasing services under an interlocal contract for a state agency, as that term is defined by Section 771.002, must comply with Chapter 2161 in making the purchases or providing the services.

§ 791.025 GOV'T. Contracts for Purchases

(a) A local government, including a council of governments, may agree with

another local government or with the state or a state agency, including the General Services Commission, to purchase goods and services.
(b) A local government, including a council of governments, may agree with another local government, including a nonprofit corporation that is created and operated to provide one or more governmental functions and services, or with the state or a state agency, including the General Services Commission, to purchase goods and any services reasonably required for the installation, operation, or maintenance of the goods. This subsection does not apply to services provided by firefighters, police officers, or emergency medical personnel.
(c) A local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services.
(d) In this section, "council of governments" means a regional planning commission created under Chapter 391,Local Government Code.

INTERLOCAL AGREEMENT

Contracting Parties

_____	Region 14 Educational Service Center
(Participating Agency)	(Lead Agency)

_____
(Federal Tax ID Number)

This agreement is effective upon signature and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This agreement may be terminated with or without cause by either party upon (60) days prior written notice, or may also be terminated for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Authority for such services is granted under Government Code, Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102. The purpose of this cooperative is to obtain substantial savings for member school districts and public entities through volume purchasing.

Role of the Purchasing Cooperative

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Receive quantity requests from entities and prepare appropriate tally of quantities.
4. Initiate and implement activities related to the bidding and vendors selection process.
5. Provide members with procedures for ordering, delivery, and billing.

Role of the Participating Agency:

1. Commitment to participate in the program as indicated by an authorized signature in the appropriate space below.
2. Designate a contact person for the cooperative.
3. Commit to purchase products and services that become part of the official products and services list when it is in the best interest of the member entity.
4. Prepare purchase orders issued to the appropriate vendor from the official award list provided by the Purchasing Cooperative.

5. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.

6. Pay vendors in a timely manner for all goods and services received.

Authorization:

Region 14 Education Service Center and the National Cooperative Purchasing Alliance (NCPA) executed a contract to provide cooperative purchasing opportunities to public and nonprofit agencies nationwide.

Please send a signed Interlocal Agreement by email to membership@ncpa.us, fax to (888) 543-6515, or mail to NCPA, P.O. Box 701273, Houston, TX 77270. A facsimile or email transmission of an executed signature page of the agreement shall have the same force and effect as an original signature page.

Participating Agency

By_____
Authorized Signature

_____
Title

_____
Date

_____
Contact Person

_____
Title of Contact

_____
Street Address

_____
City, State Zip

_____
Contact's Telephone Number

_____
Email Address

Region 14 Education Service Center

By_____
Authorized Signature

_____
Title

_____
Date

_____
Contact Person

_____
Telephone Number

_____
Email Address

National Cooperative Purchasing Alliance

RESOLUTION

Authorizing use of National Cooperative Purchasing Alliance (NCPA)

WHEREAS, the _____(Agency Name) of _____(City), Texas, pursuant to the authority granted under Sections 271.101 to 271.102 of the Local Government Code, desires to participate in the purchasing program known as The National Cooperative Purchasing Alliance, and in the opinion that participation in this program will be highly beneficial to the taxpayers through the anticipated savings to be realized.

WHEREAS, after a competitive solicitation and selection process by Region 14 ESC, NCPA has set up a number of Master Agreements to provide goods, products and services based upon national volumes

WHEREAS, the competitive solicitation and selection process required that suppliers allow Participating Public Agencies to purchase goods, products and services on the same terms, conditions and pricing as Region 14 ESC; subject to the applicable local purchasing ordinances and laws of the state of purchase;

NOW, THEREFORE, BE IT RESOLVED BY _____(Agency Name) OF THE _____(City), TEXAS AS FOLLOWS:

The _____(Agency Name) is authorized to enroll and participate in the purchasing program known as The National Cooperative Purchasing Alliance (NCPA) and purchases thru such program shall be deemed to meet the agencies competitive purchasing requirements;

This resolution shall take effect immediately upon its passage.

DULY PASSED AND APPROVED THIS THE _____ DAY OF _____ 20_____.

ATTEST:	(Authorized Signature)
_____	_____
HIDALGO COUNTY CLERK	HIDALGO COUNTY JUDGE
(Title)	(Title)

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: National Cooperative Purchasing Alliance

From : Steve Crain <scrain@atlashall.com> Thu, May 07, 2015 07:11 AM
Subject : RE: National Cooperative Purchasing Alliance
To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

We can enter into an agreement with Region 14.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, May 06, 2015 5:23 PM
To: Martha Salazar
Subject: Re: National Cooperative Purchasing Alliance

Marty;
Pursuant to the list of agencies identified in the attachment sent by Johnathon Applegate from NCPA as directed by Emily Jeffrey from ESC Region 14 which Cameron County is on the list. Region 14 Educational Service Center is the lead agency and is located in Houston, Texas. I contacted Cameron County and spoke to Purchasing Agent, Letty Roberts for confirmation of their membership with NCPA. Ms. Roberts did confirm that Cameron County became members with NCPA a couple of years ago and continue on yearly basis. Can you please let Mr. Crain know this information so that he may proceed with the review for approval of the Interlocal/Resolution. Stan sent me the proposal that he obtained from GovConnection so that I may verify goods/services for confirmation.

Thank you;

Vangie Y. Garcia, Contract 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

From: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Cc: "Steve Crain" <scrain@atlashall.com>
Sent: Monday, May 4, 2015 2:59:56 PM
Subject: Re: National Cooperative Purchasing Alliance

Ms. Vangie:
Please contact Mr. Mike Forbes from Cameron and find out how did they joined [with what other political subdivision]?
Thanks,
Marty S.

AI-49277 **Purchasing Department** **24. B. 1.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Raul Lozano, COMM. PCT. #1 **Submitted By:** Oscar Garza, PURCHASING DEPT.

Department: COMM. PCT. #1

Information

CAPTION

Acceptance and approval of proposal received from Doggett Heavy Machinery Services, Ltd, Pharr, TX awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #424-13 for the purchase of **"One (1) New Dynapac CP142 Pneumatic Roller"** in an amount not to exceed **$82,152.00** to include but not limited to Buyboard Fee's, delivery for proposed Road Improvements within Pct. #1. (Project #2015-155-OGG)

BACKGROUND

Proposed Acct #5-1345-431-00-121-041-0-751 has been appropriated for purchase of proposed equipment for use of Road Improvements within Hidalgo County Pct. #1.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-121-041-0-751

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

Available balance as of 5-14-15 $193,955.90

Attachments

PV-backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	05/13/2015 04:36 PM
Budget & Management	Veronica Ortiz	05/14/2015 08:14 AM
Auditor's Office	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Oscar Garza		Started On: 04/09/2015 02:18 PM
Final Approval Date: 05/15/2015		

PRECINCT #1

(1) 2015 DYNAPAC CP142 PNEUMATIC ROLLER

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Back

Search:

All
Vendor Discounts Only
Catalog Pricing Only

Refine Your Search:

Vendors
Doggett Machinery Services - Houston[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Vendor Name:	Doggett Machinery Services - Houston
Address:	1010 North Loop East Houston, TX 77029
Phone Number:	(713) 679-6700
Email:	bill.talbot@doggett.com
Website:	http://www.rushequipmentcenter.com
Federal ID:	20-3694220
Contact:	Bill Talbot
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Construction, Road, Bridge & Other Equipment
Contract#:	424-13
Effective Date:	10/01/2013
Expiration Date:	09/30/2016
Payment Terms:	Net 30 days
Delivery Days:	120
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	Texas Regions 1, 2, 3, 4
States Served:	All States
Quote Reference Number:	424-13
Additional Dealers:	Doggett Machinery Services, Baton Rouge LA; Yellowhouse Machinery Co, Amarillo TX; Murphy Tractor & Equipment Co, Wichita KS; Tom Growney Equipment, Albuerque NM; RI Equipment Co, Irving TX; Colorado Machinery, Pueblo West CO; Pape Machinery, Sacram CA

REVIEWED
By Oscar Garza at 8:55 am, Apr 09, 2015

FINAL

APPROVED
By Rudy Salinas at 8:03 am, May 13, 2015

Contract Documents

Proposal Documents:	Click to view BuyBoard Proposal Documents
Regulatory Notice:	Click to view Bonding Regulatory Notice

Contact us 800-695-2919

Acct #5-1345-431-00-121-041-0-751

DOGGETT JOHN DEERE

Houston: #42
10100 North Loop East
Houston, TX 77029
(713)679-6700

Corpus Christi: #45
433 Flato Rd
Corpus Christi, TX 78405
(361)289-0727

College Station #48
3911 Elaine Drive
Bryan, TX 77806
(979)778-4825

Vidor: #43
1210 Freeway Blvd
Vidor, TX 77662
(409)769-0416

Brownsville: #46
5994 S. Padre Island Hwy
Brownsville, TX 78521
(956)831-9377

Pharr: #44
705 E Nolana Loop
Pharr, TX 78577
(956)787-0001

Victoria: #47
6812 US 59 North
Victoria, TX 77905
(361)570-6666

Sales Proposal

Salesman: Andy Ramos
Phone #: 956-227-0877
E-Mail: andy.ramos@doggett.con

Store #: 44
Date: 3/25/2015
Quote Expiration :

Account # :
Customer: Hidalgo County Pct # 1
Contact: Raul Lozano
Address:
City/St/Zip: Weslaco, Tx

Phone #:
Mobile #:
Fax #:
Customer PO #:

Sale Terms: Finance / Lease / Cash
Term: Months % Rate

Warranty: Extended / New / Other — Full / EPT+Hyd / EPT
Term: Months Hours

Year	Make	Model	Stock / Serial No.	Description of Equipment/Attachments	Sale Price $
2015	Dynapac	CP142	New	2015 Dynapac CP142 Pneumatic Roller 69" Rolling Width 5 front 4 rear tires Cummins Turbo Diesel 99 Hrs	$ 102,690.00
				Buyboard Discount - 20% Buyboard Contract # 424-13	$ (20,538.00)
				Extended Warranty :	
				Total Selling Price :	$ 82,152.00

Trade In Information

Notes/Delivery Instructions/Other*

Less Applicable Rent: $ -
Less Trade-In Value:
Taxable Amount: $ 82,152.00
0.0000% Ad Valorem Tax: $ -
0.00% Sales Tax: $ -
Less Down Payment:

Total Amount Being Charged: $ 82,152.00

Salesman: Andy Ramos
Customer:

Build Sheet for Dynapac Product

CP142

Serial Number:	
Date of order:	
Ship To:	
PO #:	
Dealer:	
Order #:	
Requested Ship Date:	

Standard features: *North American Package*

- Air cleaner indicator
- Back-up alarm
- Ballast boxes-6 (2 Solid, 4 Empty for wet sand or water)
- Dual scrapers and cocoa mats
- Engine Cummins QSB 3.3, 99 hp (74 kw) @ 2200 Rpm
- Fuel gauge
- Horn
- Hour meter
- Hydraulic oil level indicator
- Instrument cover
- Lifting point
- Operator seat w/ arm rest
- Neutral start switch
- Pressurized water system
- Radiator fan guard
- ROPS including seat belt (CP 142)
- Tachometer
- Tires 7.50 X 15, 14 ply (CP 142)
- Warning light- air cleaner (CP 142)
- Warning light- brake (CP 142)
- Warning light- engine oil pressure (CP 142)
- Warning lights- engine temperature (CP 142)
- Warning light- hydraulic oil filter (CP 142)
- Warning light- hydraulic oil temperature (CP 142)
- Warning light- low charge (CP 142)
- Warning light- low fuel (CP 142)
- Work Lights

Optional Ballast Information:

Empty Ballast Box filled with water	633 lbs. Each
Empty Ballast Box filled with wet sand	992 lbs. Each
Solid Ballast Box	2,205 lbs. Each

		List Price	
4812315056	Pneumatic tired 9 wheels, weight 17,637 lbs	$ 101,976	✓

Common Options:

		List Price	
4812100327	Rotating beacon	$ 714	✓
4700198173	1 Empty ballast box (must order in pairs)	$ 1,370	
4700388937	2 Solid ballast boxes (4,410 lbs. total)	$ 5,093	
4700381535	Slow moving vehicle sign	$ 264	
4700COL104	Special Color (one color)	$ 4,124	
4700COL204	Special Colors (two colors)	$ 4,977	

Standard Warranty: 1 year/1500 hrs full machine included

Warranty Options:	Extended Warranty Term	List Price
4812159272	Platinum Plus 12 Ltd. Full (2yr or 2500hr)	$ 3,314
4812159274	Platinum Plus 24 Ltd. Full (3yr or 3500hr)	$ 5,099
4812159271	Gold Plus 12 Ltd. MC & PT (2yr or 2500hr)	$ 2,702
4812159273	Gold Plus 24 Ltd. MC & PT (3yr or 3500hr)	$ 3,569
4812159275	Gold Plus 36 Ltd. MC & PT (4yr or 4000hr)	$ 6,628
4812159276	Gold Plus 48 Ltd. MC & PT (5yr or 5000hr)	$ 7,903

Extended Warranty Prices listed are for STD US Stock Configuration only.
Contact your regional manager for additional options & Configuration pricing.

Extended Warranty Registration form must still be filled out and submitted with this PMU

Search Results

Search:

All

Vendor Discounts Only

Catalog Pricing Only

Refine Your Search:

Vendors

Doggett Machinery Services - Houston[X]

Price Range

Show all prices

Category

None Selected

Contract

None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Show 25 results

Narrow Results:

Vendor	Description
Doggett Machinery Services - Houston	Hourly Labor Rate for Repair/Service of Construction, Street, Road & Bridge Repair Equipment ($110.00 per hour in shop, $125.00 per hour in field, service call out fee $385.00, first 100 miles thereafter $2.50 from closest dealer)
Doggett Machinery Services - Houston	Hourly Labor Rate for Installation of Construction, Street, Road & Bridge Repair Equipment ($110.00 per hour in shop, $125.00 per hour in field, service call out fee $385.00, first 100 miles thereafter $2.50 from closest dealer)
Doggett Machinery Services - Houston	20% Discount off Dynapac pricelist for Vibratory Soil Compactors & Rollers. **Texas Rio Grand Valley & Texas Gulf Coast areas only**
Doggett Machinery Services - Houston	20% Discount off Dynapac pricelist for Pneumatic Compactors & Rollers. **Texas Rio Grand Valley & Texas Gulf Coast areas only**

Extended Product Information

Vendor Website: http://www.rushequipmentcenter.com

Full Description: 20% Discount off Dynapac pricelist for Pneumatic Compactors & Rollers. **Texas only**

Doggett Machinery Services - Houston	20% Discount off Dynapac pricelist for Cold Planers. **Texas Rio Grand Valley & Texas Gulf Coast areas only**
Doggett Machinery Services - Houston	20% Discount off Dynapac pricelist for Asphalt Pavers **Texas Rio Grand Valley & Texas Gulf Coast areas only**
Doggett Machinery Services - Houston	20% Discount off Dynapac pricelist for Asphalt Compactors **Texas Rio Grand Valley & Texas Gulf Coast only**
Doggett Machinery Services - Houston	30% Discount Off John Deere pricelist for Wheel Excavators
Doggett Machinery Services - Houston	30% Discount Off John Deere pricelist for Mounted Excavators

AI-49691 **Purchasing Department** **24. B. 2.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Comm. Cuellar, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Requesting approval to replace EXHIBIT B with "CORRECTED EXHBIT B" of Work Authorization No.2 amid Contract C-14-308-09-09 as submitted by LeFEVRE Engineering & Management Consulting for the provision of engineering services for the "Palm Street Improvements located in Heidelberg Subdivision" in Precinct One (previously approved by cc on 02/04/15-AI#48286) as the original Exhibit B unintentionally left caption that name a certain city.

BACKGROUND

Please see the firm's letter clarifying that the intent to omit the city's name was an oversight; in addition, this corrected Exhibt B has no fiscal impact as the original proposed fee of Work Authorization remains the same.

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1339-431-00-121-314-0-721

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

BUDGETARY IMPACT:

No fiscal impact as the original proposed fee of Work Authorization remains the same.

PO# 721466

Attachments

Work Authorization No. 2

Corrected Exhibit B of Work Authorization No. 2

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	05/15/2015 01:41 PM
Budget & Management	Veronica Ortiz	05/15/2015 01:51 PM
Auditor's Office	Monica Badillo	05/15/2015 05:34 PM
Form Started By: vgarcia		Started On: 05/14/2015 02:00 PM
Final Approval Date: 05/15/2015		

A. Hidalgo County

1. **AI -48269** A. The Department of Budget & Management, requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's protocol of approved "pool" of Professional SURVEYING SERVICES" (ON CALL) for "COUNTY OWNED PROPERTIES" located within HIDALGO COUNTY;

Totals	R.E. Garcia & Associates	Quintanilla, Headley & Associates	Melden & Hunt, Inc.
Scores	93	96	90
Ranking	2	1	3

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

C. Authority for the Purchasing Department to negotiate a professional services agreement commencing with the No. 1 ranked firm **QUINTANILLA, HEADLEY & ASSOCIATES** for the purposes of (ON CALL) "professional SURVEYING SERVICES" for "COUNTY OWNED PROPERTIES" located within **HIDALGO COUNTY**.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

B. Executive Officer

1. **AI -48238** **Hidalgo County Safety Division:**

Requesting approval of a "finding" by Hidalgo County Commissioners Court that promotional items to be purchased for distribution at the Employee Health Fair do "serve a public purpose" in encouraging "safety first" protocols and thus maintaining a healthy workforce.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 2, EDUARDO 'EDDIE' CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

C. Pct. 1

1. **AI -48286** Acceptance and approval of the following work authorizations as submitted by LeFevre Engineering & Management Consulting, Inc. amid Contract #C-14-308-09-09 for the provision of "Professional Engineering Services" as follow:

a) Work Authorization No. 1-Spanish Palms Subdivision Street & Drainage Improvements project in the amount of $57,365.00 thru assigned requisition #270662;

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

b) Work Authorization No. 2-Palm Street Improvements project in the amount of $17,115.94 thru assigned requisition #270697.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

2. **AI -48324** Accept and approve final negotiated "professional appraisal services" agreement with **George Jaime Salazar, II** d/b/a **APPRAISAL HAUS** for **"Appraisal Services"** for **"Job Specific" Project: "Youth Village & Weslaco Health Clinic" (Partial Property)** located within **Hidalgo County Precinct #1**, as (approved for negotiations by CC on 09/09/14).

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER, PCT. 2, EDUARDO 'EDDIE' CANTU, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

D. Colonia Access Program Pct. 1

1. **AI -48326** Acceptance and approval of the following work authorizations as submitted by LeFevre Engineering & Management Consulting, Inc. Contract No.C-CAP-14-398-12-16

A.) Work Authorization No.1 Heidelberg Subdivision in the amount of $66,993.85

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 3, JOE M. FLORES, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

1. AI-48238
Hidalgo County Safety Division:
Requesting approval of a "finding" by Hidalgo County Commissioners Court that promotional items to be purchased for distribution at the Employee Health Fair do "serve a public purpose" in encouraging "safety first" protocols and thus maintaining a healthy workforce.

C. **Pct. 1**

1. AI-48286
Acceptance and approval of the following work authorizations as submitted by LeFevre Engineering & Management Consulting, Inc. amid Contract #C-14-308-09-09 for the provision of "Professional Engineering Services" as follow:

a) Work Authorization No. 1-Spanish Palms Subdivision Street & Drainage Improvements project in the amount of $57,365.00 thru assigned requisition #270662;

b) Work Authorization No. 2-Palm Street Improvements project in the amount of $17,115.94 thru assigned requisition #270697.

2. AI-48324
Accept and approve final negotiated "professional appraisal services" agreement with **George Jaime Salazar, II d/b/a APPRAISAL HAUS** for **"Appraisal Services"** for **"Job Specific" Project: "Youth Village & Weslaco Health Clinic" (Partial Property)** located within **Hidalgo County Precinct #1**, as (approved for negotiations by CC on 09/09/14).

D. **Colonia Access Program Pct. 1**

1. AI-48326
Acceptance and approval of the following work authorizations as submitted by LeFevre Engineering & Management Consulting, Inc. Contract No.C-CAP-14-398-12-16

A.) Work Authorization No.1 Heidelberg Subdivision in the amount of $66,993.85

B.) Work Authorization No.2 Lorenzana Subdivision project in the amount of $10,732.89

E. **IT Department:**

1. AI-47738
a. Acceptance and approval to utilize and purchase through WSCA-NASPO Cooperative Purchasing Organization's awarded vendor, ShoreTel Inc through its' authorized partner, Richline Technical Services as permitted through Exhibit A-1 Addendum identified and approved to sell products/supports and related services under ShoreTel Inc's Contract #AR627 including the catalog support pricing for this year's services of Hidalgo County's existing ShoreTel Equipment List; and

b. Acceptance and approval of proposal as submitted by Richline Technical Services in the amount of $61,527.34 for the continuation of the products support of Hidalgo County's existing ShorteTel's telephone equipment related services and items as described in supporting itemized proposed documentation with authority for County Judge or Court Member to execute pertinent forms.

F. **Pct. 4**

1. AI-48332
a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) for a "professional architectural services";

b. Presentation of the scoring grid (for the purposes of ranking by CC) the firm graded & evaluated

APPROVED

AI -48286 **Purchasing Department** **23. C. 1.**

CC - REGULAR

Meeting Date: 02/04/2015

Submitted For: Comm. Cuellar, COMM. PCT. #1 **Submitted By:** Katia Garcia, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Acceptance and approval of the following work authorizations as submitted by LeFevre Engineering & Management Consulting, Inc. amid Contract #C-14-308-09-09 for the provision of "Professional Engineering Services" as follow:

a) Work Authorization No. 1-Spanish Palms Subdivision Street & Drainage Improvements project in the amount of $57,365.00 thru assigned requisition #270662;

b) Work Authorization No. 2-Palm Street Improvements project in the amount of $17,115.94 thru assigned requisition #270697.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Requisitions for each WA have pre-encumbered expenditure.

FISCAL YEAR: 2015 **ACCT. #:** 5-1345-431-00-121-194-0-721

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

BUDGETARY IMPACT:

Funds available as of 1/30/15.

FISCAL YEAR: 2015 **ACCT. #:** 5-1339-431-00-121-314-0-721

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

BUDGETARY IMPACT:

Funds available pending CC approval of AI-48310.

Attachments

Work Authorization No.1

EXHIBIT "E"

HIDALGO COUNTY
Professional Engineering Services
Agreement # C-14-308-09-09
Work Authorization Form

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **LeFevre Engineering & Management Consulting, Inc.**, 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 Surveying, Plans and Specifications for Palm Street Improvements located in Heidelberg Subdivision of Hidalgo County Precinct **No.1** as identified 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 **$ 17,115.94.** 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, & 7** of the Agreement.

PART 4. FUNDING
This Work Authorization No. 2 shall be funded through funding source:
Account No. 5-1303-431-00-121-314-0-721

Requisition Number 270697 **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work authorization.**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 1** Commissioner **A.C. Cuellar, Jr.** as to content and detail of this **Work Authorization No. 2**.

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 1

BY: _____

Commissioner A.C. Cuellar, Jr.

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on Feb.04, 2015 as indicated below and effective as of 04 day of Feb., 2015.

THE ENGINEER:
Le Fevre Engineering & Management Consulting, Inc.

_____
By: Emigdio Salinas, P.E., Project Eng.

THE OWNER:
HIDALGO COUNTY

_____
By: Ramon Garcia, County Judge

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 2/4/15

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be provided by the Owner
ATTACHMENT "B" - Services to be provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Estimated Cost Proposal
D-1 Fee Breakdown

EXHIBIT "A"

Services to be provided by the OWNER

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

(1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **ENGINEER,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Exhibit "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER.**

(7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the ENGINEER and more particularly identified in Attachment "B" of the

Agreement.

(9) Assist the ENGINEER as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.

(10) Review and approve the Project design criteria.

(11) Review and approve change orders as required and prepared by the ENGINEER.

EXHIBIT B

-Scope of Services to be provided by the Engineer

PREPARED BY

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC. (LEMC)

The County of Hidalgo, Texas, proposes to reconstruct Palm Street located in Heidelberg Subdivision (Approximately 2,614 LF) at a width of 20-ft.

Contract Amount: $17,115.94

Task 1 – Survey

Necessary field information will be developed by field surveys. Record plans will be issued as a guide for the survey work and for the analysis of design alternatives.

Task 2 – Project Orientation and Startup

LEMC proposes an initial project orientation meeting be scheduled so that both the County and the engineer may have a clear understanding of the design and construction process, parameters to be used and the final product desired.

Task 3 – Design

LEMC will assure that improvements are designed and incorporated in the plans are adequate for the area, Hidalgo County requirements and City of Donna requirements.

Task 4 – Preliminary Plans and Estimates

LEMC will provide County staff a set of plans and estimates for accordance, evaluation and coordination.

Task 5 – Final Plans and Specifications

Final plans, specifications and estimates will be prepared during this task. The output of this task will be the documents necessary for bidding and constructing the project.

Task 6 – Bidding and Award

A pre-bid meeting will be scheduled if necessary in order to brief potential bidders and suppliers on the project. Necessary clarifications or addendum will be issued. LEMC will attend the bid opening and assist as the County desires.

Task 7 – Construction

LEMC will periodically observe ongoing work, identify survey control for the contractor (Construction Staking not included) and assist the County with certifying periodic payment

requests. Upon completion by the contractor, a final inspection will be scheduled with the contractor and County staff. The outcome of these final inspections will be a Certificate of completion or a punch list of items for the contractor to complete, prior to issuance of a Certificate of Completion.

Exhibit "C"

Project Schedule

Work Authorization No. 2

Palm Street Improvements

PREPARED BY:

LeFEVRE ENVIRONMENTAL & MANAGEMENT CONSULTING, LLC.
(LEMC)

The County of Hidalgo, Texas, proposes to reconstruct Palm Street located in Heidelberg Subdivision (Approximately 2,614 LF) at width of 20-ft.

Attached Schedule:

COUNTY OF HIDALGO - PRECINCT NO. 1
HEIDELBERG ROAD RECONSTRUCTION PROJECT
EXHIBIT C - Work Schedule

ID	Task Name	Duration	Start
1	Project Start Up	7 days	Mon 2/2/15
2	Define Scope of Work and Tasks	7 days	Mon 2/2/15
3			
4	Survey	25 days	Wed 2/11/15
5	Design Topography	25 days	Wed 2/11/15
6			
7	Preliminary Plans (30% Submittal)	30 days	Wed 3/18/15
8	Develop Alternatives	20 days	Wed 3/18/15
9	Design Calculations	30 days	Wed 3/18/15
10	Preliminary Plans and Specifications	30 days	Wed 3/18/15
11			
12	60-90% Submittal of Plans and Specifications	30 days	Wed 4/29/15
13	Plans and Specifications	30 days	Wed 4/29/15
14			
15	100% Submittal	30 days	Wed 6/10/15
16	Final Plans & Specifications	30 days	Wed 6/10/15

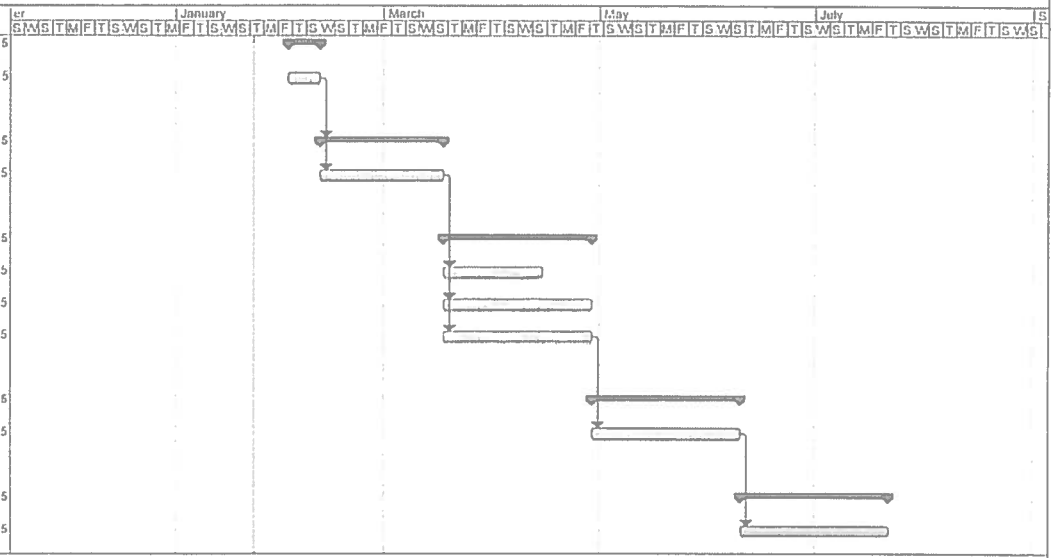

er
January
March
May
July
S M W S T M F T S W S T M F T S W S T M F T S

Exhibit "D"

Cost Proposal

Work Authorization No. 2

Palms Street Improvements

PREPARED BY:

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC. (LEMC)

The County of Hidalgo, Texas, proposes to reconstruct Palm Street located in Heidelberg Subdivision (Approximately 2,614 LF) at a width of 20-ft.

Contract Amount: $17,115.94

Engineering Cost Proposal and Fee Breakdown

Original Scope:

Basic Engineering		$13,221.41
Topographic Survey		$3,894.53
	Total	**$17,115.94**

*Construction Material Testing, Geotechnical Engineering to be provided by others

	HOURLY FEES
PRINCIPAL	$200.00/HOUR
PROJECT ENGINEER	$175.00/HOUR
PROJECT MANAGER	$130.00/HOUR
DESIGNER/TECHNICIAN	$ 85.00/HOUR
ADMINISTRATIVE	$ 65.00/HOUR
INSPECTOR/PROJECT REPRESENTATIVE	$ 75.00/HOUR

*Reimbursables, Materials, and Travel are incorporated into hourly fees for individuals and will not be requested for this project.

Engineer's Opinion of Probable Cost - Exhibit D

Colonia Name	Heidelberg		
Street Name	Pending Linear Footage from BCAP Project (Palm St.)		
Length of proposed roadway	2,614 FT		
Proposed Roadway Trave Lane 10 min and		Existing 50-ft	2-10 Lanes
one 1 curb off set min	20 FT	of ROW	proposed
# of Parcels to be acquired	0		
Estimated Cost of Land to be acquired			

Item #	Description	Est. Qty.		Unit Price	Total
	General Project				
1	Traffic Control Plan signed and sealed by a professional engineer licensed in Texas	1	LS	Paid by TxDot	$0.00
2	Installation and maintenance of barricades, signs and traffic handling as per contractor Traffic Control Plan.	1	LS	Paid by TxDot	$0.00
	TOTAL GENERAL PROJECT				**$0.00**
	Pavement Improvements				
1	Place New 2" Hot Mix Asphalt Concrete (Type "D") [1 1/2" Compacted thickness]over entire section (20-ft width) according to the plans and specifications; complete in place.	5809	SY	$13.20	$76,678.80
2	Prime Coat (MC-30) (0.2 GAL/SY) according to the plans and specificaitons; complete in place.	1162	GAL	$6.00	$6,970.80
3	8-inch Scarify Existing Caliche Base and Asphalt and stabilize the salvaged material and additional caliche with lime (3%); re-compact salvaged and additional for flex-base, according to the plans and specifications complete in place	6390	SY	$6.00	$38,340.00
4	8-inch Scarify, Lime Stabilize (3%) and compact Sub-Grade according to the plans and specifications complete in place	6390	SY	$3.50	$22,365.00
5	Sawcut, Remove Existing Driveway, regrade if necessary and construct new 6-inch residential concrete (3500psi) w/compacted sub-grade, according to the plans and specifications; complete in place	4	EA	$1,500.00	$6,000.00
6	Sawcut, Remove Existing Driveway, regrade and construct new 2-inch Hot Mix Asphalt Concrete (Type "D") [2" compacted thickness] w/compacted base, according to the plans and specifications; complete in place	20	EA	$500.00	$10,000.00
7	Re-Grading of Existing Bar Ditch (coordination with Hidalgo County Precinct No. 1 Staff for removal of excessive trash on right-of-way to be included on this bid item), according to the plans and specifications; complete in place.	1	LS	$7,500.00	$7,500.00
8	Furnish and install 15-inch HDPE pipe at each driveway; according to the plans and specifications; complete in place	360	LF	$35.00	$12,600.00
	TOTAL PAVEMENT IMPROVEMENTS				**$180,454.60**
	Pavement Improvements				

Total Improvements:	$180,454.60
Basic Enginering Services	$13,221.41
Survey Topography for Design	$3,894.53
Grand Total	**$197,570.54**

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 530
McAllen, Texas 78504
Tel 956 661 8000
Fax 956 661 8001
Texas Registered Engineering Firm F-11722

LeFEVRE
ENGINEERING &
MANAGEMENT CONSULTING, LLC
Texas Registered Engineering Firm F-11722

612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363

Exhibit D-1 - Fee Breakdown

Hidalgo County Precinct No. 1 - BCAP Heidelberg Subdivision Street Improvements
P161

LEMC Professional Engineering Services:

Civil Engineering

Hourly Rates:		
Principal Engineer	200	$/Hr
Engineer	175	$/Hr
Project Manager	130	$/Hr
CADD Technician	85	$/Hr
Inspector	75	$/Hr
Administration	65	$/Hr

Project Start Up (Task 2)	$200/Hr Principal Engineer	$130/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	$75/Hr Inspector
Meeting w/ County Staff		1	1			
Planning w/ County Staff		1	1			
Define Scope of Work & Tasks		1	1			
Total	**0**	**3**	**3**	**0**	**0**	**0**

Preliminary Plans (Task 4)	$200/Hr Principal Engineer	$130/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	$75/Hr Inspector
Develop Feasible Alternatives		1	1			
Develop Preferred Alternative		1	1			
Prepare Environmental Clearance (if any)						
Preliminary Design Calculations		1	2			
Preliminary Plans and General Notes		1	2	16	4	
Preliminary Specifications		1	2		4	
Total	**0**	**5**	**8**	**16**	**8**	**0**

Design - Civil Task 3	$200/Hr Principal Engineer	$130/Hr Project Manager	$175/Hr Project Engineer	$85/Hr CADD Technician	$65/Hr Clerk	$75/Hr Inspector
Survey Coordination and Evaluation		2	2	6	2	
Final Design Calculations		2	4			
Final Plan and General Notes	2	2	4	8	2	

Final Specifications	2	2	4		2	
Design	**4**	**8**	**14**	**14**	**6**	**0**
Final Plans and Specifications Task 5	**$200/Hr Principal Engineer**	**$130/Hr Project Manager**	**$175/Hr Project Engineer**	**$85/Hr CADD Technician**	**$65/Hr Clerk**	**$75/Hr Inspector**
Final Plan and General Notes	1	2	2	8		
Final Specifications	1	2	2		3	
Design	**2**	**4**	**4**	**8**	**3**	**0**
Total Hours	6	20	29	38	17	0
Amount Per Hour	$200	$130	$175	$85	$65	$75
Grand Total	**$1,200**	**$2,600**	**$5,075**	**$3,230**	**$1,116**	**$0**
Total Amount	**$13,221.41**					
Survey	**$1500/Day Survey Team**	**$90/Hr Project Manager**	**$120/Hr Project Engineer**	**$65/Hr CADD Technician**	**$30/Hr Clerk**	**N/A Other**
Field Work - Survey	2					
CADD/Technician				16		
Project Manager Oversight		2				
Final Suvey		2			9	
Sub-Total	**$ 3,000**	**$ 360**	**$ -**	**$ 256**	**$ 279**	**$ -**
Total Amount	**$3,894.53**					

CONTRACT TOTAL AMOUNT	**$17,115.94**

CORRECTED EXHIBIT B

-Scope of Services to be provided by the Engineer

PREPARED BY:

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC. (LEMC)

The County of Hidalgo, Texas, proposes to reconstruct Palm Street located in Heidelberg Subdivision (Approximately 2,614 LF) at a width of 20-ft.

Contract Amount: $17,115.94

Task 1 – Survey

Necessary field information will be developed by field surveys. Record plans will be issued as a guide for the survey work and for the analysis of design alternatives.

Task 2 – Project Orientation and Startup

LEMC proposes an initial project orientation meeting be scheduled so that both the County and the engineer may have a clear understanding of the design and construction process, parameters to be used and the final product desired.

Task 3 – Design

LEMC will assure that improvements are designed and incorporated in the plans are adequate for Hidalgo County requirements.

Task 4 – Preliminary Plans and Estimates

LEMC will provide County staff a set of plans and estimates for accordance, evaluation and coordination.

Task 5 – Final Plans and Specifications

Final plans, specifications and estimates will be prepared during this task. The output of this task will be the documents necessary for bidding and constructing the project.

Task 6 – Bidding and Award

A pre-bid meeting will be scheduled if necessary in order to brief potential bidders and suppliers on the project. Necessary clarifications or addendum will be issued. LEMC will attend the bid opening and assist as the County desires.

Task 7 – Construction

LEMC will periodically observe ongoing work, identify survey control for the contractor (Construction Staking not included) and assist the County with certifying periodic payment

requests. Upon completion by the contractor, a final inspection will be scheduled with the contractor and County staff. The outcome of these final inspections will be a Certificate of completion or a punch list of items for the contractor to complete, prior to issuance of a Certificate of Completion.

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Clarification and Assistance-Work Authorizations 1 & 2 under Contract #C-14-308-09-09 (LeFEVRE Engineering)

From : Richard LeFevre <richard@lefevregroup.net> Thu, May 14, 2015 08:43 AM

Subject : RE: Clarification and Assistance-Work Authorizations 1 & 2 under Contract #C-14-308-09-09 (LeFEVRE Engineering) 1 attachment

To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

Cc : 'Katia Garcia' <katia.garcia@co.hidalgo.tx.us>, 'Marcie Jackson' <marcie.jackson@co.hidalgo.tx.us>, 'Raul Lozano' <raul.lozano@co.hidalgo.tx.us>, 'Lupita Garza' <lupita.garza@auditor.co.hidalgo.tx.us>, 'Emigdio Salinas' <milo@lefevregroup.net>

Under Work Authorization No. 2, Under Exhibit B, Services to be Provide by Engineer, Design, "the City of Donna requirements" should be omitted. This project is north of Mercedes and is not related to City requirements whatsoever.

Respectfully,

Richard LeFevre, PE

LeFEVRE ENGINEERING & MANAGEMENT CONSULTING, LLC
612 Nolana, Suite 520
McAllen, Texas 78504
Tel. 956.687.LEMC
Fax. 956.687.5363
Texas Registered Engineering Firm F-11722

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, May 13, 2015 2:17 PM
To: richard
Cc: Katia Garcia; Marcie Jackson; Raul Lozano; Lupita Garza
Subject: Clarification and Assistance-Work Authorizations 1 & 2 under Contract #C-14-308-09-09 (LeFEVRE Engineering)

Mr. LeFevre;
I need your assistance on Work Authorizations No. 1 and 2 amid Contract #C-14-308-09-09 under Precinct One. There are two invoices pending as it's going through the payment process by the Auditor's Office. On Invoices FEB 15-9 and MAR 15-8, there are surveying fees which are indicated in Work Authorization 1-Spanish Palms project, however in your Engineering Contract itself, there are no surveying proposal fee rates under the Exhibit "D"-Engineer's Contract Rates. Are you subcontracting for the surveying services portion of project? If so, please advise as this requires Commissioners Court approval including your subcontractor's invoicing to you for said services. If not subcontracting, then you need to submit your surveying rates so as to incorporate into the Exhibit "D"-Engineer's Contract Rates which will require also Commissioners Court approval pursuant to an amendment to the contract to include into Exhibit "D".

On Work Authorization No. 2 amid same contract number; under Exhibit B-Scope of Services to be provided by the Engineer, Task 3-Design: It indicates the LEMC will assure that improvements are designed and incorporated in the plans are adequate for the area, Hidalgo County requirements and City of Donna requirements. Question, why "City of Donna requirements"?

Please clarify on said above in order to remedy any possible complications concerning the surveying cost and the

caption referencing the City of Donna on both work authorizations.

Appreciate your assistance.

Thank you;

Vangie Y. Garcia, Contract 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

---

image001.jpg
7 KB

AI-49654 **Purchasing Department** **24. C. 1.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 Submitted By: Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of Supplemental Agreement No. 2 with R. Gutierrez Engineering Corporation, Contract C-12-314-01-29 resulting in an estimated cost increase of $1,044.68 for services under Work Authorization No. 1 for the Pct 2 Rancho Blanco Road Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 5-1200-431-00-122-086-0-721

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

BUDGETARY IMPACT:

Funding pending approval of AI#49635 CC 5/19/2015

Attachments

Supplemental Agreement

Form Review

Inbox	**Reviewed By**	**Date**
Purchasing Department	Marty Salazar	05/15/2015 09:07 AM
Budget & Management	Veronica Ortiz	05/15/2015 10:09 AM
Auditor's Office	Monica Badillo	05/15/2015 05:34 PM

Form Started By: Carlos Jasso Started On: 05/13/2015 10:38 AM

Final Approval Date: 05/15/2015

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 2
TO WORK AUTHORIZATION NO. 1
Contract No. C-12-314-01-29

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of the Agreement made by and between the HIDALGO COUNTY, acting herein by and through COMMISSIONER'S COURT, hereinafter called the "OWNER," and, R. Gutierrez Engineering Corporation, professional engineers of Pharr, Texas, hereinafter called "ENGINEER".

WHEREAS, OWNER and ENGINEER executed Work Authorization No. 1 to Contract No. C-12-314-01-29, on the 9th day of April 2013, to provide professional engineering and surveying services for Rancho Blanco Road improvement project from Alamo Road to Tower Road, and;

WHEREAS, in Work Authorization No. 1, the estimated cost for services under the Work Authorization was $20,280.00, and;

WHEREAS, in Supplemental Agreement No. 1 to Work Authorization No. 1, the estimated cost for services under the Work Authorization was revised to $31,283.00, and it has now become necessary to further revise the estimated cost for services;

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, OWNER and ENGINEER agree to the following amendment to Work Authorization No. 1 as follows:

1. The estimated cost for services under this Work Authorization is now an actual cost for services of $32,327.68.

2. Except as amended by this Supplemental Agreement, the remaining provisions of the Agreement are unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the ENGINEER and OWNER have caused this Supplemental Agreement to Work Authorization No. 1, for Professional Engineering Services to be executed as of the ____ day of _____ 2015.

R. GUTIERREZ ENGINEERING CORPORATION

BY: _____
Ramiro Gutierrez, P.E., President

HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

HIDALGO COUNTY

Professional Engineering Services
Contract #C-12-314-01-29
Work Authorization No. 1

EXHIBIT D
FEE ESTIMATE
REVISED

TASK	CONTRACT AMOUNT ($)
Basis for Engineering Fee based on Article 6A of Contract	
Project Estimated Construction Cost	$307,882.68
Engineering Services Fee (8% of Construction Cost)	$24,630.61
Topographic Survey Services Fee (2.5% of Construction Cost)	$7,697.07
Total Fee (Prelim Eng, Design & Construction Services Fee) ROUNDED	**$32,327.68**
PART I - PRELIMINARY ENGINEERING (50% of Total Fee)	**$16,163.84**
TOPOGRAPHIC SURVEY (50% of Prelim Eng Fee)	$8,081.92
SCHEMATIC DESIGN (50% of Prelim Eng Fee)	$8,081.92
SUB-TOTAL (Prelim Eng Fee)	**$16,163.84**
PART II - DESIGN (30% of Total Fee)	**$9,698.30**
60% Plans Submittal (60% of PS&E Fee)	$5,818.98
90% Plans Submittal (30% of PS&E Fee)	$2,909.49
100% Plans Submittal (10% of PS&E Fee)	$969.83
SUB-TOTAL (PS&E Fee)	**$9,698.30**
PART III - CONSTRUCTION (20% of Total Fee)	**$6,465.54**
CONSTRUCTION PHASE SERVICES	$6,465.54
SUB-TOTAL (PS&E Fee)	**$6,465.54**
TOTAL PROFESSIONAL SERVICES FEE	**$32,327.68**

AI-49724 **Purchasing Department** **24. C. 2.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Eddie Cantu, COMM. PCT. #2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval of Supplemental Agreement No. 2 with R. Gutierrez Engineering Corporation, Contract C-10-376-12-14 resulting in an estimated cost increase of $27,116.03 for services under Work Authorization No. 8 for the Pct 2 Minnesota Drain Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1342-431-00-122-058-0-723/841

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

BUDGETARY IMPACT:

Funds available through obj code 841- $3,324.05, Obj Code 723 - $1,464.43

FISCAL YEAR: 2015 **ACCT. #:** 5-1339-431-00-122-058-0-723-841

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

BUDGETARY IMPACT:

Funds pending approval of AI#49721 CC 5/19/15.

Attachments

Supplemental Agreement No 2

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	05/15/2015 01:41 PM
Budget & Management	Veronica Ortiz	05/15/2015 01:52 PM
Glinda Pacheco	Glinda Pacheco	05/15/2015 02:21 PM
Auditor's Office	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Erika Zamora		Started On: 05/15/2015 12:23 PM
Final Approval Date: 05/15/2015		

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 2
TO WORK AUTHORIZATION NO. 8
Contract No. C-10-376-12-14

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of the Agreement made by and between the HIDALGO COUNTY, acting herein by and through COMMISSIONER'S COURT, hereinafter called the "OWNER," and, R. Gutierrez Engineering Corporation, professional engineers of Pharr, Texas, hereinafter called "ENGINEER".

WHEREAS, OWNER and ENGINEER executed Work Authorization No. 8 to Contract No. C-10-376-12-14, on the 15th day of November 2011, to provide professional engineering and surveying services for the preliminary engineering, final design, and construction phase services for the improvement of an existing drain ditch off Minnesota Road, and it has now become necessary to revise the project cost estimate to actual cost;

WHEREAS, in Work Authorization No. 8, the estimated cost for services under the Work Authorization was $170,957.18, and;

WHEREAS, in Supplemental Agreement No. 1 to Work Authorization No. 8, the estimated cost for services under the Work Authorization was revised to $179,757.18, and it has now become necessary to revise the estimated cost for services;

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, OWNER and ENGINEER agree to the following amendment to Work Authorization No. 8 as follows:

1. The estimated cost for services under this Work Authorization is now an actual cost for services of $206,873.21.

2. Except as amended by this Supplemental Agreement, the remaining provisions of the Agreement are unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the ENGINEER and OWNER have caused this Supplemental Agreement to Work Authorization No. 8, for Professional Engineering Services to be executed as of the ____ day of _____ 201

R. GUTIERREZ ENGINEERING CORPORATION

BY: _____
Ramiro Gutierrez, P.E., President

HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

HIDALGO COUNTY
Professional Engineering Services
Contract # C-10-376-12-14
Supplemental Agreement No. 2
Work Authorization No. 8

EXHIBIT D
Fee Estimate

TASK	PART I - CONTRACT AMOUNT
Basis for Engineering Fee based on Article 5A of Contract	
Project Actual Construction Cost	$1,424,911.51
Engineering Services Fee (8% of Construction Cost)	$113,992.92
Topographic Survey Services Fee (2.5% of Construction Cost)	$35,622.79
Basic Fee (Prelim Eng, Design & Construction Services Fee)	**$149,615.71**
PART I - DATA COLLECTION & PRELIMINARY ENGINEERING AND DESIGN (50% of Basic Fee)	**$74,807.86**
DATA COLLECTION (40% of Prelim Eng Fee)	$29,923.14
SCHEMATIC DESIGN (60% of Prelim Eng Fee)	$44,884.71
SUB-TOTAL (Prelim Eng Fee)	**$74,807.86**
PART II - RIGHT-OF-WAY MAP (Add'l Services)	**$53,600.00**
OBTAIN TITLE REPORTS (Est 16 Parcels) (@ $600.00/Parcel)	$9,600.00
DEVELOP PARCELS & R.O.W. MAP (Est 20 Parcels) (@ $2,200.00/Parcel)	$44,000.00
SUB-TOTAL (R.O.W. Map Fee)	**$53,600.00**
PART III - FINAL DESIGN (30% of Basic Fee)	**$44,884.71**
30% Plans Submittal (30% of PS&E Fee)	$13,465.41
60% Plans Submittal (30% of PS&E Fee)	$13,465.41
90% Plans Submittal (30% of PS&E Fee)	$13,465.41
100% Plans Submittal (10% of PS&E Fee)	$4,488.47
SUB-TOTAL (PS&E Fee)	**$44,884.71**
PART IV - CONSTRUCTION SERVICES (20% of Basic Fee)	**$29,923.14**
Construction Services	$29,923.14
SUB-TOTAL (Construction Services Fee)	**$29,923.14**
PART V - SPECIAL SERVICES (Add'l Services)	**$3,657.50**
Geotechnical Investigation	$3,657.50
SUB-TOTAL (Special Services Fee)	**$3,657.50**
TOTAL	**$206,873.21**

AI-49683 **Purchasing Department** **24. D. 1.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Approval and acceptance for Commissioner Precinct No. 3, Joe Flores, to sign the Notice of Intent (NOI) for Stormwater Discharges Associated with Construction Activity under TPDES General Permit (TXR150000) from Texas Commission on Environmental Quality (TCEQ).

B. Requesting approval of payment in the amount of $325.00 to TCEQ for the application fee and authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor.

BACKGROUND

Project Mile 2 Norht Reconstruction from La Homa (SH364) to Moorefield Rd.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1315-431-00-123-094-0-721

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

BUDGETARY IMPACT:

Req. 276962

Attachments

NOI-Application

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/15/2015 07:57 AM
Budget & Management	Veronica Ortiz	05/15/2015 08:22 AM
Auditor's Office	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Rocio Villarreal		Started On: 05/14/2015 11:13 AM
Final Approval Date: 05/15/2015		

Requisition

Req # 00276962

PO #

Date: 05/12/15

Bill To: x
x

Vendor : 300632
TEXAS COMMISSION FOR ENVIRONMENTAL QI
STORM WATER & GENERAL PERMITS TEAM
MC-228
P. O. BOX 13087
AUSTIN TX 78711-3087

Ship To: HIDALGO CO. PCT 3
724 N. BREYFOGLE
MISSION TX 78574

Contact:
956-585-4509

Contract No:

Special Instructions:
Req #1018

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00		Application Fee for Notice of Intent (NOI) for Stormwater Discharges Associated with Construction Activity under TPDES Gerneral Permit (TXR150000 -	325.00	325.00
		Project Mile 2 North Reconstruction from La Homa (SH364) to Moorefield Rd.		
		Account No	Encumbrance	
		5-1315-431-00-123-094-0-721	325.00	
			Freight	.00
			Total	325.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		96339		

Authorized By: _____

TCEQ Office Use Only
Permit No.:
RN:
CN:
Region:

TCEQ Notice of Intent (NOI) for Stormwater Discharges Associated with Construction Activity under TPDES General Permit (TXR150000)

IMPORTANT:

- Use the INSTRUCTIONS to fill out each question in this form.
- Use the CHECKLIST to make certain all you filled out all required information. Incomplete applications **WILL** delay approval or result in automatic denial.
- Once processed your permit can be viewed at: http://www2.tceq.texas.gov/wq_dpa/index.cfm

ePERMITS: Sign up now for online NOI: https://www3.tceq.texas.gov/steers/index.cfm
Pay a $225 reduced application fee by using ePermits.

APPLICATION FEE:

- You must pay the **$325** Application Fee to TCEQ for the paper application to be complete.
- Payment and NOI must be mailed to separate addresses.
- Did you know you can pay on line?
  - Go to https://www3.tceq.texas.gov/epay/index.cfm
  - Select Fee Type: GENERAL PERMIT CONSTRUCTION STORM WATER DISCHARGE NOI APPLICATION
- **Provide your payment information below, for verification of payment:**

☐ Mailed Check/Money Order No.: _____
Name Printed on Check: _____
☐ EPAY Voucher No.: _____
Is the Payment Voucher copy attached? ☐ Yes

RENEWAL: Is this NOI a Renewal of an existing General Permit Authorization? (Note: A permit cannot be renewed after June 3, 2013.)

☐ Yes The Permit number is: TXR15_____
(If a permit number is not provided, a new number will be assigned.)
☒ No

1) OPERATOR (Applicant)

a) If the applicant is currently a customer with TCEQ, what is the Customer Number (CN) issued to this entity? You may search for your CN at: http://www12.tceq.texas.gov/crpub/index.cfm?fuseaction=cust.CustSearch

CN 604074310

b) What is the Legal Name of the entity (applicant) applying for this permit?
Hidalgo County
(The legal name must be spelled exactly as filed with the Texas Secretary of State, County, or in the legal document forming the entity.)

c) What is the name and title of the person signing the application? The person must be an executive official meeting signatory requirements in TAC 305.44(a).
Prefix (Mr. Ms. Miss): Mr.
First/Last Name: Joe Flores Suffix: _____
Title: Hidalgo County Pct. 3 Commissioner Credential: _____

d) What is the Operator Contact's (Responsible Authority) contact information and mailing address as recognized by the US Postal Service (USPS)? You may verify the address at: http://zip4.usps.com/zip4/welcome.jsp
Phone #: (956) 585-4509 ext: _____ Fax #: (956) 585-2375
E-mail: commissioner3@co.hidalgo.tx.us
Mailing Address: PO Box 607
Internal Routing (Mail Code, Etc.): _____
City: Mission State: Texas ZIP Code: 78574
If outside USA: Territory: _____ Country Code: _____ Postal Code: _____

e) Indicate the type of Customer (The instructions will help determine your customer type):

☐ Individual	☐ Limited Partnership	☐ Sole Proprietorship-DBA
☐ Joint Venture	☐ General Partnership	☐ Corporation
☐ Trust	☐ Estate	☐ Federal Government
☐ State Government	☒ County Government	☐ City Government
☐ Other Government		

f) Independent Operator? ☐ Yes ☒ No
(If governmental entity, subsidiary, or part of a larger corporation, check "No".)

g) Number of Employees:
☐ 0-20; ☐ 21-100; ☐ 101-250; ☐ 251-500; or ☐ 501 or higher

h) Customer Business Tax and Filing Numbers:
(REQUIRED for Corporations and Limited Partnerships. Not Required for Individuals, Government, or Sole Proprietors)
State Franchise Tax ID Number: _____
Federal Tax ID: _____
Texas Secretary of State Charter (filing) Number: _____
DUNS Number (if known): _____

2) APPLICATION CONTACT

If TCEQ needs additional information regarding this application, who should be contacted?

Is the application contact the same as the applicant identified above?

☐ Yes, go to Section 3). ☒ No, complete section below.

Prefix (Mr. Ms. Miss): Miss
First/Last Name: Corina Argullin Suffix: _____
Title: Environmental Specialist Credential: _____

Organization Name: L&G Engineering
Phone No.: (956) 565-9813 ext: _____ Fax Number: (956) 565-9018
E-mail: cargullin@lgengineers.com
Mailing Address: 2100 W. Expressway 83
Internal Routing (Mail Code, Etc.): _____
City: Mercedes State: Texas ZIP Code: 78570
Mailing Information if outside USA:
Territory: _____ Country Code: _____ Postal Code: _____

3) REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE

If the site of your business is part of a larger business site or if other businesses were located at this site before yours, a Regulated Entity Number (RN) may already be assigned for the larger site. Use the RN assigned for the larger site. Search TCEQ's Central Registry to see if the larger site may already be registered as a regulated site at: http://www12.tceq.texas.gov/crpub/index.cfm?fuseaction=regent.RNSearch.

If the site is found, provide the assigned Regulated Entity Reference Number and provide the information for the site to be authorized through this application below. The site information for this authorization may vary from the larger site information.

a) TCEQ issued RE Reference Number (RN): RN 106397268

b) Name of project or site (the name known by the community where located):
Mile 2 North

c) In your own words, briefly describe the primary business of the Regulated Entity: (Do not repeat the SIC and NAICS code):
Widening and reconstruction of an existing roadway

d) County (or counties if > 1) Hidalgo

e) Latitude: 26.247481 Longitude: -98.359648

f) Does the site have a physical address?
☐ Yes, complete Section A for a physical address.
☒ No, complete Section B for site location information.

Section A: Enter the physical address for the site.
Verify the address with USPS. If the address is not recognized as a delivery address, provide the address as identified for overnight mail delivery, 911 emergency or other online map tools to confirm an address.

Physical Address of Project or Site:
Street Number: _____ Street Name: No Address
City: _____ State: Texas ZIP Code: _____

Section B: Enter the site location information.
If no physical address (Street Number & Street Name), provide a written location access description to the site. (Ex.: located 2 miles west from intersection of Hwy 290 & IH35 accessible on Hwy 290 South)

On Mile 2 North Road from SH 365 (La Homa Road) to Moorfield Road.

City where the site is located or, if not in a city, what is the nearest city:
Mission

State: Texas ZIP Code where the site is located: 78572

4) GENERAL CHARACTERISTICS

a) Is the project/site located on Indian Country Lands?

☐ Yes - If the answer is Yes, you must obtain authorization through EPA, Region 6.

☒ No

b) Is your construction activity associated with a facility that, when completed, would be associated with the exploration, development, or production of oil or gas or geothermal resources?

☐ Yes - If the answer is Yes, you may be under jurisdiction of the Railroad Commission of Texas and may need to obtain authorization through EPA, Region 6.

☒ No

c) What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?
Primary SIC Code: 1611

d) If applicable, what is the Secondary SIC Code(s):

e) What is the total number of acres disturbed? 9.7

f) Is the project site part of a larger common plan of development or sale?

☒ Yes - If the answer is Yes, the total number of acres disturbed can be less than 5 acres.

☐ No - If the answer is No, the total number of acres disturbed must be 5 or more. If the total number of acres disturbed is less than 5 then the project site does not qualify for coverage through this Notice of Intent. Coverage will be denied. See the requirements in the general permit for small construction sites.

g) What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?
United Irrigation Canal

h) What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?
2202

i) Is the discharge into an MS4?

☒ Yes - If the answer is Yes, provide the name of the MS4 operator below.

☐ No

If Yes, provide the name of the MS4 operator:
Hidalgo County

Note: The general permit requires you to send a copy of the NOI to the MS4 operator.

j) Are any of the surface water bodies receiving discharges from the construction site on the latest EPA-approved CWA 303(d) List of impaired waters?

☒ Yes - If the answer is Yes, provide the name(s) of the impaired water body(s) below.

☐ No

If Yes, provide the name(s) of the impaired water body(s):
Arroyo Colorado Above Tidal

k) Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer as defined in 30 TAC Chapter 213?

☐ Yes - If the answer is Yes, complete certification below by checking "Yes."

☒ No

I certify that a copy of the TCEQ approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) is either included or referenced in the Stormwater Pollution Prevention Plan.

☐ Yes

5) CERTIFICATION

Check Yes to the certifications below. Failure to indicate Yes to ***ALL*** items may result in denial of coverage under the general permit.

a) I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000). ☒ Yes

b) I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas. ☒ Yes

c) I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed. ☒ Yes

d) I certify that a Stormwater Pollution Prevention Plan has been developed, will be implemented prior to construction and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who prepare a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator. ☒ Yes

Operator Certification:

I, Joe Flores (Typed or printed name) Commissioner (Title)

certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under 30 Texas Administrative Code 305.44 to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signature: _____ Date: _____

(Use blue ink)

NOTICE OF INTENT CHECKLIST (TXR150000)

- Did you complete everything? Use this checklist to be sure!
- Are you ready to mail your form to TCEQ? Go to the General Information Section of the Instructions for mailing addresses.

This checklist is for use by the operator to ensure a complete application. Missing information may result in denial of coverage under the general permit. (See NOI process description in the Instructions)

Application Fee:

If paying by Check:

- ☐ Check was mailed **separately** to the TCEQs Cashier's Office. (See Instructions for Cashier's address and Application address.)
- ☐ Check number and name on check is provided in this application.

If using ePay:

- ☐ The voucher number is provided in this application or a copy of the voucher is attached.

PERMIT NUMBER:

- ☑ Permit number provided – if this application is for renewal of an existing authorization.

OPERATOR INFORMATION - Confirm each item is complete:

- ☑ Customer Number (CN) issued by TCEQ Central Registry
- ☑ Legal name as filed to do business in Texas (Call TX SOS 512/463-5555)
- ☑ Name and title of responsible authority signing the application
- ☑ Mailing address is complete & verifiable with USPS. www.usps.com
- ☑ Phone numbers/e-mail address
- ☑ Type of operator (entity type)
- ☑ Independent operator
- ☑ Number of employees
- ☑ For corporations or limited partnerships – Tax ID and SOS filing numbers
- ☑ Application contact and address is complete & verifiable with USPS. http://www.usps.com

REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE - Confirm each item is complete:

- ☑ Regulated Entity Reference Number (RN) (if site is already regulated by TCEQ)
- ☑ Site/project name/regulated entity
- ☑ Latitude and longitude http://www.tceq.texas.gov/gis/sqmaview.html
- ☑ County
- ☑ Site/project physical address. Do not use a rural route or post office box.
- ☑ Business description

GENERAL CHARACTERISTICS - Confirm each item is complete:

- ☑ Indian Country Lands –the facility is not on Indian Country Lands
- ☑ Construction activity related to facility associated to oil, gas, or geothermal resources
- ☑ Standard Industrial Classification (SIC) Code www.osha.gov/oshstats/sicser.html
- ☑ Acres disturbed is provided and qualifies for coverage through a NOI
- ☑ Common plan of development or sale
- ☑ Receiving water body(s)
- ☑ Segment number(s)
- ☑ Impaired water body(s)
- ☑ MS4 operator
- ☑ Edwards Aquifer rule

CERTIFICATION

- ☑ Certification statements have been checked indicating "Yes"
- ☑ Signature meets 30 Texas Administrative Code (TAC) 305.44 and is original.

Notice of Intent (NOI) for Stormwater Discharges Associated with Construction Activity under TPDES General Permit (TXR150000)

General Information and Instructions

GENERAL INFORMATION

Where to Send the Notice of Intent (NOI):

BY REGULAR U.S. MAIL
Texas Commission on
Environmental Quality
Stormwater Processing Center
(MC228)
P.O. Box 13087
Austin, Texas 78711-3087

BY OVERNIGHT/EXPRESS MAIL
Texas Commission on
Environmental Quality
Stormwater Processing Center
(MC228)
12100 Park 35 Circle
Austin, TX 78753

TCEQ Contact List:

Application – status and form questions:	*512/239-3700, swpermit@tceq.texas.gov*
Technical questions:	*512/239-4671, swgp@tceq.texas.gov*
Environmental Law Division:	*512/239-0600*
Records Management - obtain copies of forms:	*512/239-0900*
Reports from databases (as available):	*512/239-DATA (3282)*
Cashier's office:	*512/239-0357 or 512/239-0187*

Notice of Intent Process:

When your NOI is received by the program, the form will be processed as follows:

1) **Administrative Review:** Each item on the form will be reviewed for a complete response. In addition, the operator's legal name must be verified with Texas Secretary of State as valid and active (if applicable). The address(s) on the form must be verified with the US Postal service as receiving regular mail delivery. Never give an overnight/express mailing address.

2) **Notice of Deficiency:** If an item is incomplete or not verifiable as indicated above, a notice of deficiency (NOD) will be mailed to the operator. The operator will have 30 days to respond to the NOD. The response will be reviewed for completeness.

3) **Acknowledgment of Coverage:** An Acknowledgment Certificate will be mailed to the operator. This certificate acknowledges coverage under the general permit.
   -or-
   Denial of Coverage: If the operator fails to respond to the NOD or the response is inadequate, coverage under the general permit may be denied. If coverage is denied, the operator will be notified.

General Permit (Your Permit)

For NOIs submitted **electronically** through ePermits, provisional coverage under the general permit begins immediately following confirmation of receipt of the NOI form by the TCEQ.

For **paper** NOIs, provisional coverage under the general permit begins **7 days after a completed NOI is postmarked for delivery** to the TCEQ.

You should have a copy of your general permit when submitting your application. You may view and print your permit for which you are seeking coverage, on the TCEQ web site http://www.tceq.texas.gov. Search using key word TXR150000.

General Permit Forms

The Notice of Intent (NOI), Notice of Termination (NOT), and Notice of Change (NOC) (including instructions) are available in Adobe Acrobat PDF format on the TCEQ web site http://www.tceq.texas.gov.

Change in Operator

An authorization under the general permit is not transferable. If the operator of the regulated entity changes, the present permittee must submit a Notice of Termination and the new operator must submit a Notice of Intent. The NOT and NOI must be submitted no later than 10 days prior to the change in Operator status.

TCEQ Central Registry Core Data Form

The Core Data Form has been incorporated into this form. Do not send a Core Data Form to TCEQ. After final acknowledgment of coverage under the general permit, the program will assign a Customer Number and Regulated Entity Number.

You can find the information on the Central Registry web site at http://www12.tceq.texas.gov/crpub/index.cfm. You can search by the Regulated Entity (RN), Customer Number (CN) or Name (Permittee), or by your permit number under the search field labeled "Additional ID". Capitalize all letters in the permit number.

The Customer (Permittee) is responsible for providing consistent information to the TCEQ, and for updating all CN and RN data for all authorizations as changes occur. For General Permits, a Notice of Change form must be submitted to the program area.

Fees associated with a General Permit

Payment of the fee may be made by check or money order, payable to TCEQ, or through EPAY (electronic payment through the web).

Application Fee: This fee is required to be paid at the time the NOI is submitted. Failure to submit payment at the time the application is filed will cause delays in acknowledgment or denial of coverage under the general permit.

Mailed Payments:

Payment must be mailed under separate cover at one of the addresses below using the attached Application Fee submittal form. (DO NOT SEND A COPY OF THE NOI WITH THE APPLICATION FEE SUBMITTAL FORM)

BY REGULAR U.S. MAIL
Texas Commission on Environmental Quality
Financial Administration Division
Cashier's Office, MC-214
P.O. Box 13088
Austin, TX 78711-3088

BY OVERNIGHT/EXPRESS MAIL
Texas Commission on Environmental Quality
Financial Administration Division
Cashier's Office, MC-214
12100 Park 35 Circle
Austin, TX 78753

ePAY Electronic Payment: http://www.tceq.texas.gov/epay

When making the payment you must select Water Quality, and then select the fee category "General Permit Construction Storm Water Discharge NOI Application". You must include a copy of the payment voucher with your NOI. Your NOI will not be considered complete without the payment voucher.

INSTRUCTIONS FOR FILLING OUT THE NOI FORM

Renewal of General Permit. Dischargers holding active authorizations under the expired General Permit are required to submit a NOI to continue coverage. The existing permit number is required. If the permit number is not provided or has been terminated, expired, or denied a new permit number will be issued.

1. Operator (Applicant)

a) Enter assigned Customer Number (CN)
TCEQ's Central Registry will assign each customer a number that begins with CN, followed by nine digits. **This is not a permit number, registration number, or license number.**
If this customer has not been assigned a CN, leave the space for the CN blank.
If this customer has already been assigned this number, enter the permittee's CN.

b) Legal Name
Provide the current legal name of the permittee, as authorized to do business in Texas. The name must be provided exactly as filed with the Texas Secretary of State (SOS), or on other legal documents forming the entity, that is filed in the county where doing business. You may contact the SOS at 512/463-5555, for more information related to filing in Texas. If filed in the county where doing business, provide a copy of the legal documents showing the legal name.

c) Person Signing Application
Provide information about person signing section 5) Certification.

d) Operator Contact's (Responsible Authority) Contact Information and Mailing Address
Provide a complete mailing address for receiving mail from the TCEQ. The address must be verifiable with the US Postal Service at http://www.usps.com for regular mail delivery (not overnight express mail). If you find that the address is not verifiable using the USPS web search, please indicate the address is used by the USPS for regular mail delivery.

The area code and phone number should provide contact to the operator. Leave Extension blank if not applicable.

The fax number and e-mail address are optional and should correspond to the operator.

e) Type of Customer (Entity Type)
Check only one box that identifies the type of entity. Use the descriptions below to identify the appropriate entity type. Note that the selected entity type also indicates the name that must be provided as an applicant for a permit, registration or authorization.

Sole Proprietorship – DBA

A sole proprietorship is a customer that is owned by only one person and has not been incorporated. This business may:

- be under the person's name
- have its own name (doing business as or d.b.a.)
- have any number of employees

If the customer is a Sole Proprietorship or DBA, the 'legal name' of the individual business 'owner' must be provided. The DBA name is not recognized as the 'legal name' of the entity. The DBA name may be used for the site name (regulated entity).

Individual

An individual is a customer who has not established a business, but conducts an activity that needs to be regulated by the TCEQ.

Partnership

- A customer that is established as a partnership as defined by the Texas Secretary of State Office (TX SOS). A Limited Partnership or Limited Liability Partnership (Partnership) is required to file with the Texas Secretary of State. A General Partnership or Joint Venture is not required to register with the state.
- **Partnership (Limited Partnership or Limited Liability Partnership):** A limited partnership is defined in the Act as a partnership formed by two or more persons under the provisions of Section 3 of the Uniform Limited Partnership Act (Art. 6132a, Revised Civil Statutes of Texas) and having as members one or more general partners and one or more limited partners. The limited partners as such are not bound by the obligations of the partnership. Limited partners may not take part in the day-to-day operations of the business. A Limited Partnership must file with the Texas Secretary of State. A registered limited liability partnership is a general or limited partnership that is registered with the Texas Secretary of State. The partnership's name must contain the words "Registered Limited Liability Partnership" or the abbreviation "L.L.P." as the last words or letters of its name.
- **General Partnership:** A general partner may or may not invest, participates in running the partnership and is liable for all acts and debts of the partnership and any member of it. A General Partnership does not have limited partners. For a General Partnership, there is no registration with the state or even written agreement necessary for a general partnership to be formed. The legal definition of a partnership is generally stated as "an association of two or more persons to carry on as co-owners a business for profit" (Revised Uniform Partnership Act § 101 [1994]).
- **Joint Venture:** A joint venture is but another name for a special partnership. It might be distinguished from a general partnership in that the latter is formed for the transaction of a general business, while a joint venture is usually limited to a single transaction. That is, a joint venture is a special combination of persons in the nature of a partnership engaged in the joint prosecution of a particular transaction for mutual benefit or profit.

Corporation

A customer meets all of these conditions:

- is a legally incorporated entity under the laws of any state or country
- is recognized as a corporation by the Texas Secretary of State

- has proper operating authority to operate in Texas.
- The corporation's 'legal name' as filed with the Texas Secretary of State must be provided as applicant. An 'assumed' name of a corporation is not recognized as the 'legal name' of the entity.

Government

Federal, state, county, or city government (as appropriate)
The customer is either an agency of one of these levels of government or the governmental body itself. The government agency's 'legal name' must be provided as the applicant. A department name or other description of the organization should not be included as a part of the 'legal name' as applicant.

Trust or Estate

A trust and an estate are fiduciary relationships governing the trustee/executor with respect to the trust/estate property.

Other Government

A utility district, water district, tribal government, college district, council of governments, or river authority. Write in the specific type of government.

f) Independent Entity

Check No if this customer is a subsidiary, part of a larger company, or is a governmental entity. Otherwise, check Yes.

g) Number of Employees

Check one box to show the number of employees for this customer's entire company, at all locations. This is not necessarily the number of employees at the site named in the application.

h) Customer Business Tax and Filing Numbers

These are required for Corporations and Limited Partnerships. These are not required for Individuals, Government, and Sole Proprietors.

State Franchise Tax ID Number

Corporations and limited liability companies that operate in Texas are issued a franchise tax identification number. If this customer is a corporation or limited liability company, enter this number here.

Federal Tax ID

All businesses, except for some small sole proprietors, individuals, or general partnerships should have a federal taxpayer identification number (TIN). Enter this number here. Use no prefixes, dashes, or hyphens. Sole proprietors, individuals, or general partnerships do not need to provide a federal tax ID.

TX SOS Charter (filing) Number

Corporations and Limited Partnerships required to register with the Texas Secretary of State are issued a charter or filing number. You may obtain further information by calling SOS at 512/463-5555.

DUNS Number

Most businesses have a DUNS (Data Universal Numbering System) number issued by Dun and Bradstreet Corp. If this customer has one, enter it here.

2. APPLICATION CONTACT

Provide the name, title and communication information of the person that TCEQ can contact for additional information regarding this application.

3. REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE

a) Regulated Entity Reference Number (RN)

A number issued by TCEQ's Central Registry to sites (a location where a regulated activity occurs) regulated by TCEQ. This is not a permit number, registration number, or license number. If this regulated entity has not been assigned an RN, leave this space blank.

If the site of your business is part of a larger business site, a Regulated Entity Number (RN) may already be assigned for the larger site. Use the RN assigned for the larger site. Search TCEQ's Central Registry to see if the larger site may already be registered as a regulated site at: http://www12.tceq.texas.gov/crpub/index.cfm?fuseaction=regent.RNSearch

If the site is found, provide the assigned Regulated Entity Reference Number (RN) and provide the information for the site to be authorized through this application. The site information for this authorization may vary from the larger site information.

An example is a chemical plant where a unit is owned or operated by a separate corporation that is accessible by the same physical address of your unit or facility. Other examples include industrial parks identified by one common address but different corporations have control of defined areas within the site. In both cases, an RN would be assigned for the physical address location and the permitted sites would be identified separately under the same RN.

b) Site/Project Name/Regulated Entity

Provide the name of the site as known by the public in the area where the site is located. The name you provide on this application will be used in the TCEQ Central Registry as the Regulated Entity name.

c) Description of Activity Regulated

In your own words, briefly describe the primary business that you are doing that requires this authorization. Do not repeat the SIC Code description.

d) County

Identify the county or counties in which the regulated entity is located.

e) Latitude and Longitude

Enter the latitude and longitude of the site in degrees, minutes, and seconds or decimal form. For help obtaining the latitude and longitude, go to: http://www.tceq.texas.gov/gis/sqmaview.html or http://nationalmap.gov/ustopo

f) Site/Project (RE) Physical Address/Location Information

Enter the complete address for the site in Section A if the address can be validated through the US Postal Service. If the physical address is not recognized as a USPS delivery address, you may need to validate the address with your local police (911 service) or through an online map site used to locate a site. Please confirm this to be a complete and valid address. Do not use a rural route or post office box for a site location.

If a site does not have an address that includes a street (or house) number and street name, enter NO ADDRESS for the street name in Section A. In Section B provide a complete written location description. For example: "The site is located 2 miles west from intersection of Hwy 290 & IH35, located on the southwest corner of the Hwy 290 South bound lane."
Provide the city (or nearest city) and zip code of the facility location.

4. GENERAL CHARACTERISTICS

a) Indian Country Lands

If your site is located on Indian Country Lands, the TCEQ does not have authority to process your application. You must obtain authorization through EPA, Region 6, Dallas. Do not submit this form to TCEQ.

b) Construction activity associated with facility associated with exploration, development, or production of oil, gas, or geothermal resources

If your activity is associated with oil and gas exploration, development, or production, you may be under jurisdiction of the Railroad Commission of Texas and may need to obtain authorization from EPA Region 6. For more information, see:
http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=16&pt=1&ch=3&rl=30

Construction activities associated with a facility related to oil, gas or geothermal resources may include the construction of a well site; treatment or storage facility; underground hydrocarbon or natural gas storage facility; reclamation plant; gas processing facility; compressor station; terminal facility where crude oil is stored prior to refining and at which refined products are stored solely for use at the facility; a carbon dioxide geologic storage facility; and a gathering, transmission, or distribution pipeline that will transport crude oil or natural gas, including natural gas liquids, prior to refining of such oil or the use of the natural gas in any manufacturing process or as a residential or industrial fuel.

Where required by federal law, discharges of stormwater associated with construction activities under the Railroad Commission's jurisdiction must be authorized by the EPA and the Railroad Commission of Texas, as applicable. Activities under Railroad Commission of Texas jurisdiction include construction of a facility that, when completed, would be associated with the exploration, development, or production of oil or gas or geothermal resources, such as a well site; treatment or storage facility; underground hydrocarbon or natural gas storage facility; reclamation plant; gas processing facility; compressor station; terminal facility where crude oil is stored prior to refining and at which refined products are stored solely for use at the facility; a carbon dioxide geologic storage facility under the jurisdiction of the Railroad Commission of Texas; and a gathering, transmission, or distribution pipeline that will transport crude oil or natural gas, including natural gas liquids, prior to refining of such oil or the use of the natural gas in any manufacturing process or as a residential or industrial fuel. The Railroad Commission of Texas also has jurisdiction over stormwater from land disturbance associated with a site survey that is conducted prior to construction of a facility that would be regulated by the Railroad Commission of Texas. Under 33 U.S.C. §1342(l)(2) and §1362(24), EPA cannot require a permit for discharges of stormwater from "field activities or operations associated with {oil and gas} exploration, production, processing, or treatment operations, or transmission facilities, including activities necessary to prepare a site for drilling and for the movement and placement of drilling equipment, whether or not such field activities or operations may be considered to be construction activities" unless the discharge is contaminated by contact with any overburden, raw material, intermediate product, finished product, byproduct, or waste product located on the site of the facility. Under §3.8 of this title (relating to Water Protection), the Railroad

Commission of Texas prohibits operators from causing or allowing pollution of surface or subsurface water. Operators are encouraged to implement and maintain best management practices (BMPs) to minimize discharges of pollutants, including sediment, in stormwater during construction activities to help ensure protection of surface water quality during storm events.

c) Primary Standard Industrial Classification (SIC) Code
Provide the SIC Code that best describes the construction activity being conducted at this site.

Common SIC Codes related to construction activities include:

- 1521 - Construction of Single Family Homes
- 1522 - Construction of Residential Bldgs. Other than Single Family Homes
- 1541 - Construction of Industrial Bldgs. and Warehouses
- 1542 - Construction of Non-residential Bldgs, other than Industrial Bldgs. and Warehouses
- 1611 - Highway and Street Construction, except Highway Construction
- 1622 - Bridge, Tunnel, and Elevated Highway Construction
- 1623 - Water, Sewer, Pipeline and Communications, and Power Line Construction

For help with SIC Codes, go to:
http://www.osha.gov/pls/imis/sicsearch.html

d) Secondary SIC Code
Secondary SIC Code(s) may be provided. Leave blank if not applicable. For help with SIC Codes, go to:
http://www.osha.gov/pls/imis/sicsearch.html

e) Total Number of Acres Disturbed
Provide the approximate number of acres that the construction site will disturb. Construction activities that disturb less than one acre, unless they are part of a larger common plan that disturbs more than one acre, do not require permit coverage. Construction activities that disturb between one and five acres, unless they are part of a common plan that disturbs more than five acres, do not require submission of an NOI. Therefore, the estimated area of land disturbed should not be less than five, unless the project is part of a larger common plan that disturbs five or more acres. Disturbed means any clearing, grading, excavating, or other similar activities.

If you have any questions about this item, please contact the stormwater technical staff by phone at (512)239-4671 or by email at swgp@tceq.texas.gov.

f) Common Plan of Development
Construction activities that disturb less than five acres do not require submission of an NOI unless they are part of a common plan of development or for sale where the area disturbed is five or more acres. Therefore, the estimated area of land disturbed should not be less than five, unless the project is part of a larger common plan that disturbs five or more acres. Disturbed means any clearing, grading, excavating, or other similar activities.

For more information on "What is a common plan of development?" go to:
www.tceq.texas.gov/permitting/stormwater/common_plan_of_development_steps.html

For further information, go to the TCEQ stormwater construction webpage at:
www.tceq.texas.gov/goto/construction and search for "Additional Guidance and Quick Links". If

you have any further questions about this item, please call the stormwater technical staff at (512)239-4671.

g) Identify the water body(s) receiving stormwater runoff
The stormwater may be discharged directly to a receiving stream or through a MS4 from your site. It eventually reaches a receiving water body such as a local stream or lake, possibly via a drainage ditch. You must provide the name of the water body that receives the discharge from the site (a local stream or lake).

If your site has more than one outfall you need to include the name of the first water body for each outfall, if they are different.

h) Identify the segment number(s) of the classified water body(s)
Identify the classified segment number(s) receiving a discharge directly or indirectly. Go to the following link to find the segment number of the classified water body where stormwater will flow from the site: www.tceq.texas.gov/waterquality/monitoring/viewer.html

You may also find the segment number in TCEQ publication GI-316: www.tceq.texas.gov/publications/gi/gi-316

If the discharge is into an unclassified receiving water and then crosses state lines prior to entering a classified segment, select the appropriate watershed:

- 0100 (Canadian River Basin)
- 0200 (Red River Basin)
- 0300 (Sulfur River Basin)
- 0400 (Cypress Creek Basin)
- 0500 (Sabine River Basin)

Call the Water Quality Assessments section at (512)239-4671 for further assistance.

i) Discharge into MS4 – Identify the MS4 Operator
The discharge may initially be into a municipal separate storm sewer system (MS4). If the stormwater discharge is into an MS4, provide the name of the entity that operates the MS4 where the stormwater discharges. An MS4 operator is often a city, town, county, or utility district, but possibly can be another form of government. Please note that the Construction General Permit requires the Operator to supply the MS4 with a copy of the NOI submitted to TCEQ. For assistance, you may call the technical staff at (512)239-4671.

j) Surface Water bodies on list of impaired waters – Identify the impaired water body(s)
Indicate Yes or No if any surface water bodies receiving discharges from the construction site are on the latest EPA-approved CWA 303(d) List of impaired waters. Provide the name(s) of surface water bodies receiving discharges or potential discharges from the construction site that are on the latest EPA-approved CWA 303(d) List of impaired waters. The EPA-approved CWA 303(d) List of impaired waters in Texas can be found at: www.tceq.texas.gov/waterquality/assessment/305_303.html

NOTE: Do not use any "draft" documents.

k) Discharges to the Edwards Aquifer Recharge Zone and Certification

See maps on the TCEQ website to determine if the site is located within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer at: www.tceq.texas.gov/field/eapp/viewer.html

If the discharge or potential discharge is within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, a site specific authorization approved by the Executive Director under the Edwards Aquifer Protection Program (30 TAC Chapter 213) is required before construction can begin. The certification must be answered "Yes" for coverage under the Construction General Permit. The TCEQ approved plan must be readily available for TCEQ staff to review at the time that the NOI is submitted.

The general permit requires the approved Contributing Zone Plan or Water Pollution Abatement Plan to be included or referenced as a part of the Stormwater Pollution Prevention Plan.

For questions regarding the Edwards Aquifer Protection Program, contact the appropriate TCEQ Regional Office. For projects in Hays, Travis and Williamson Counties: Austin Regional Office, 12100 Park 35 Circle, Austin, TX 78753, 512-339-2929. For Projects in Bexar, Comal, Kinney, Medina and Uvalde Counties: TCEQ San Antonio Regional Office, 14250 Judson Rd., San Antonio, TX 78233-4480, 210-490-3096.

5. CERTIFICATIONS

Failure to indicate **Yes** to ALL of the certification items may result in denial of coverage under the general permit.

a) Certification of Understanding the Terms and Conditions of Construction General Permit (TXR150000)

Provisional coverage under the Construction General Permit (TXR150000) begins 7 days after the completed paper NOI is postmarked for delivery to the TCEQ. (Electronic applications submitted through ePermits have immediate provisional coverage). You must obtain a copy and read the Construction General Permit before submitting your application. You may view and print the Construction General Permit for which you are seeking coverage at the TCEQ web site: www.tceq.texas.gov/goto/construction

b) Certification of Legal Name

The full legal name of the applicant as authorized to do business in Texas is required. The name must be provided exactly as filed with the Texas Secretary of State (SOS), or on other legal documents forming the entity, that is filed in the county where doing business. You may contact the SOS at (512)463 5555, for more information related to filing in Texas.

c) Understanding of Notice of Termination

A permittee shall terminate coverage under this Construction General Permit through the submittal of a NOT when the operator of the facility changes, final stabilization has been reached, the discharge becomes authorized under an individual permit, or the construction activity never began at this site.

d) Certification of Stormwater Pollution Prevention Plan

The SWP3 identifies the areas and activities that could produce contaminated runoff at your site and then tells how you will ensure that this contamination is mitigated. For example, in describing your mitigation measures, your site's plan might identify the devices that collect and

filter stormwater, tell how those devices are to be maintained, and tell how frequently that maintenance is to be carried out. You must develop this plan in accordance with the TCEQ general permit requirements. This plan must be developed and implemented before you complete this NOI. The SWP3 must be available for a TCEQ investigator to review on request.

Operator Certification:
The certification must bear an original signature of a person meeting the signatory requirements specified under 30 Texas Administrative Code (TAC) §305.44.

IF YOU ARE A CORPORATION:
The regulation that controls who may sign an NOI or similar form is 30 Texas Administrative Code §305.44(a)(1) (see below). According to this code provision, any corporate representative may sign an NOI or similar form so long as the authority to sign such a document has been delegated to that person in accordance with corporate procedures. By signing the NOI or similar form, you are certifying that such authority has been delegated to you. The TCEQ may request documentation evidencing such authority.

IF YOU ARE A MUNICIPALITY OR OTHER GOVERNMENT ENTITY:
The regulation that controls who may sign an NOI or similar form is 30 Texas Administrative Code §305.44(a)(3) (see below). According to this code provision, only a ranking elected official or principal executive officer may sign an NOI or similar form. Persons such as the City Mayor or County Commissioner will be considered ranking elected officials. In order to identify the principal executive officer of your government entity, it may be beneficial to consult your city charter, county or city ordinances, or the Texas statute(s) under which your government entity was formed. An NOI or similar document that is signed by a government official who is not a ranking elected official or principal executive officer does not conform to §305.44(a)(3). The signatory requirement may not be delegated to a government representative other than those identified in the regulation. By signing the NOI or similar form, you are certifying that you are either a ranking elected official or principal executive officer as required by the administrative code. Documentation demonstrating your position as a ranking elected official or principal executive officer may be requested by the TCEQ.

If you have any questions or need additional information concerning the signatory requirements discussed above, please contact the Texas Commission on Environmental Quality's Environmental Law Division at (512)239-0600.

30 Texas Administrative Code
§305.44. Signatories to Applications

(a) All applications shall be signed as follows.

(1) For a corporation, the application shall be signed by a responsible corporate officer. For purposes of this paragraph, a responsible corporate officer means a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding $25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. Corporate procedures governing authority to sign permit or post-closure order applications may provide for assignment or delegation to applicable corporate positions rather than to specific individuals.

(2) For a partnership or sole proprietorship, the application shall be signed by a general partner or the proprietor, respectively.

(3) For a municipality, state, federal, or other public agency, the application shall be signed by either a principal executive officer or a ranking elected official. For purposes of this paragraph, a principal executive officer of a federal agency includes the chief executive officer of the agency, or a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., regional administrator of the EPA).

Texas Commission on Environmental Quality
General Permit Payment Submittal Form

Use this form to submit your Application Fee only if you are mailing your payment.

- Complete items 1 through 5 below:
- Staple your check in the space provided at the bottom of this document.
- Do not mail this form with your NOI form.
- Do not mail this form to the same address as your NOI.

Mail this form and your check to:

BY REGULAR U.S. MAIL

Texas Commission on Environmental Quality
Financial Administration Division
Cashier's Office, MC-214
P.O. Box 13088
Austin, TX 78711-3088

BY OVERNIGHT/EXPRESS MAIL

Texas Commission on Environmental Quality
Financial Administration Division
Cashier's Office, MC-214
12100 Park 35 Circle
Austin, TX 78753

Fee Code: GPA	General Permit: TXR150000

1. Check / Money Order No: _____
2. Amount of Check/Money Order: _____
3. Date of Check or Money Order: _____
4. Name on Check or Money Order: _____
5. NOI INFORMATION

   If the check is for more than one NOI, list each Project/Site (RE) Name and Physical Address exactly as provided on the NOI. DO NOT SUBMIT A COPY OF THE NOI WITH THIS FORM AS IT COULD CAUSE DUPLICATE PERMIT ENTRIES.

   See Attached List of Sites (If more space is needed, you may attach a list.)

   Project/Site (RE) Name: _____

   Project/Site (RE) Physical Address:

Staple Check in This Space

AI-49639 **Purchasing Department** **24. E. 1.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Letty Saenz, 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) for a professional service;

B. Presentation of the scoring grid (for the purposes of ranking by CC) the firms graded & evaluated through the County's approved "pool" of "Construction Management" for the provision of "professional construction management services" for Project: "Construction of a New Mechanical Shop" in Hidalgo County Precinct 4;

CONSTRUCTION MANAGEMENT FIRMS:

Firms	Broaddus & Associates, Inc.	HOV Services, LLC / Meridian Consulting Group, LLC	Fulcrum Consulting Services
Scores	98	96	95
Ranking			

C. Authority for the Purchasing Department to negotiate a professional construction management services agreement for Project: "Construction of a New Mechanical Shop" in Hidalgo County Precinct 4, commencing with the No.1 ranked firm _____ for Construction Management Services.

BACKGROUND

SCORE GRID BY PCT 4 (GRADER MARCOS LOPEZ)

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1342-419-40-124-126-0-730

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

BUDGETARY IMPACT:

Full funding will be appropriated before contract is issued.

Attachments

GRID

Request by Pct 4

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	05/13/2015 04:36 PM
Budget & Management	Veronica Ortiz	05/14/2015 08:17 AM
Glinda Pacheco	Glinda Pacheco	05/14/2015 11:50 AM
Auditor's Office	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Letty Saenz		Started On: 05/12/2015 10:28 AM
Final Approval Date: 05/15/2015		

PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES
for
"THE DESIGN and **CONSTRUCTION OF A MECHANICAL SHOP"** at
HIDALGO COUNTY PRECINCT NO. 4

Scoring & Evaluation GRID

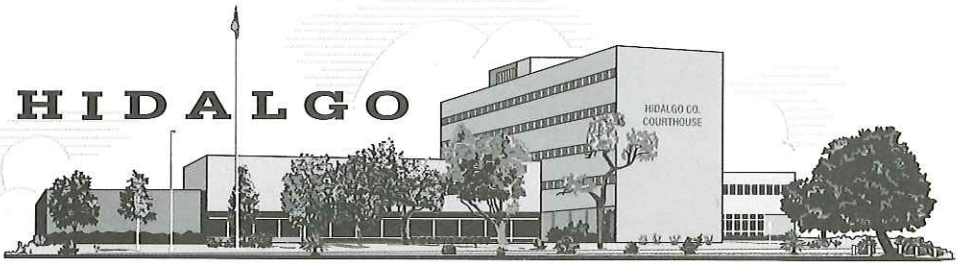
Construction Management Firms

Total Scores	Broaddus & Associates, Inc.	HOV Services, LLC / Meridian Consulting Group, LLC	Fulcrum Consulting Services
Evaluator 1	98	96	95
RANKING			

Scoring/Evaluation-completed by HC Precinct No. 4-Marcos Lopez

COUNTY of HIDALGO

JOSEPH PALACIOS
1051 N. DOOLITTLE RD.
EDINBURG, TEXAS 78542
OFFICE: (956) 383-3112
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. NO. 4

May 8, 2015

Letty Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 S. Bus Hwy 281
Edinburg, Texas 78539

Re: Statements of Qualifications for Professional Construction Management Services
PCT 4 Project- New Mechanical Shop at Precinct 4

Dear Ms. Saenz,

Attached you will find the three evaluations for the following professional construction management services:

Professional Construction Management Services

1. Broaddus & Associates, Inc.
2. Fulcrum Consulting Services
3. HOV Services, LLC/ Meridian Consulting Group, LLC

As requested all have been evaluated once by the same evaluator. Please proceed with the submission to Commissioners Court for approval as soon as possible. The accounts we will reference for this agenda item will be ***5-1342-419-40-124-126-0-730*** *and* ***5-1342-419-40-124-136-0-730*** *as provided by Veronica Lopez.*

Should you require additional information feel free to contact me at (956)383-3112.

Sincerely,

Maria D. Lucio

Maria (Lulu) Lucio
Precinct #4

AI-49653 **Purchasing Department** **24. F. 1.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Josie Escalante, HEALTH & HUMAN SERVICES DEPT.

Submitted By: Oscar Garza, PURCHASING DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to purchase One (1) New or newer 2015 Dodge Grand Caravan through the County's membership/participation with Buyboard Cowboy Chrysler-Dodge-Jeep (Contract #430-13) in the amount of **$22,106.80** which includes shipping and administration fee's. (Project #15-193-OGG)

BACKGROUND

Acct #5-1293-441-00-340-059-0-752 has been appropriated for proposed purchase as Ms. Josie Escalante.

Requisition #276963

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1293-441-00-340-059-0-752

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

Acct #5-1293-441-00-340-059-0-752 has been appropriated for proposed purchase under Medicaid Admin-Vehicle account which currently has $36,350.00.

Attachments

BB-PV

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/15/2015 08:11 AM
Budget & Management	Veronica Ortiz	05/15/2015 08:20 AM
Glinda Pacheco	Glinda Pacheco	05/15/2015 02:24 PM
Auditor's Office	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Oscar Garza		Started On: 05/13/2015 09:15 AM
Final Approval Date: 05/15/2015		

HEALTH & HUMAN SERVICES

(1) NEW OR NEWER 2015 DODGE GRAND CARAVAN

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Back

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Refine Your Search:

Vendors
Cowboy Dodge[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Vendor Name:	Cowboy Dodge
Address:	1305 Hwy 96 BYP Silsbee, TX 77656
Phone Number:	(409) 895-3858
Email:	fleetsales@outlook.com
Federal ID:	45-0545265
Contact:	Jarrod Runnels
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Vehicles, Heavy Duty Trucks & Options
Contract#:	430-13
Effective Date:	12/01/2013
Expiration Date:	11/30/2016
Service Fee:	Purchase order subject to a $400 service fee
Payment Terms:	Net 30 days
Delivery Days:	90
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Additional Info:	NOTE: As per the specifications for BuyBoard Proposal No. 430-13, and except for delivery fees as explained below, all vehicle fees (i.e. pre- deliver inspection, make ready, State of Texas inspection, manufacturer destination fees, etc.) charged for any purchase from this contract are included in the awarded vehicle base price(s). Vehicle fees not included in the price(s) are not allowed and should not appear on the awarded dealer's quote for a vehicle offered for purchase under the contract. The Cooperative service fee is not a "vehicle fee" a is not included in the base pricing. Only those vendors whose awarded pricing is stated on BuyBoard on a per mile basis may charge a vehicle delivery fee. The above information ha been communicated to Cooperative members.
Quote Reference Number:	430-13
Return Policy:	25% restocking fee during first 30 days

REVIEWED
By Oscar Garza at 12:01 pm, May 12, 2015

FINAL

APPROVED
By Rudy Salinas at 2:53 pm, May 14, 2015

Contract Documents

Proposal Documents:	Click to view BuyBoard Proposal Documents
Regulatory Notice:	Click to view Bonding Regulatory Notice

Contact us 800-695-2919

ACCT #5-1293-441-00-340-059-0-752

BUYBOARD #430-13

Vehicles and Heavy Duty Trucks

PRODUCT PRICING SUMMARY BASED ON CONTRACT

VENDOR: Cowboy Chrysler-Dodge-Jeep
1305 Hwy 96 Bypass
SILSBEE, TX 77656

End User: HIDALGO COUNTY HEALTH DEPARTMENT
Cowboy Rep: JARROD RUNNELS
Contact: OSCAR GARZA
Phone/email: 409-895-3800 x 258
Phone/email: 956-318-2626 / oscar.garza@co.hidalgo.tx.us
Date: Monday, May 04, 2015
Product Description: DODGE GRAND CARAVAN

A. Bid Series: 52 **A. Base Price:** $ 19,991.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
TBT	COMPACT SPARE TIRE	$ 277.30		3.6L V6 24 VVT ENGINE	
				6 SPD AUTO TRANSMISSION	
	STOW AND GO SEATING			BRIGHT WHITE CLEARCOAT	
	2015 GRAND CARAVAN PRICING	$ 679.00			
	INCREASE			3.6L V6 FOR THE DODGE	
				GRAND CARAVAN IS	
				FLEX FUEL E85	

Total of B. Published Options: $ 956.30

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 0.0 %

Options	Bid Price	Options	Bid Price

Total of C. Unpublished Options: $ -

D.	**Pre-delivery Inspection:**	$ -
E.	**Texas State Inspection:**	$ -
F.	**Manufacturer Destination/Delivery:**	$ -
G.	**Floor Plan Interest (for in-stock and/or equipped vehicles):**	
H	**Lot Insurance (for in-stock and/or equipped vehicles):**	
I.	**Contract Price Adjustment:**	
J.	**Additional Delivery Charge:** 434 miles	$ 759.50
K.	**Subtotal:**	$ 21,706.80
L.	**Quantity Ordered** 1 x K =	$ 21,706.80
M.		$ -
N.	**BUYBOARD Administrative Fee ($400 per purchase order)**	$ 400.00
O.	**TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE**	$ 22,106.80

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Welcome **Oscar** [Log Off]

Search Results

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Refine Your Search:

Vendors
Cowboy Dodge[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Show 25 results

Narrow Results: 19

Vendor	Description	Pricing Sheet	Price
Cowboy Dodge	Jeep Wrangler (JKJL72) Sport Utility. Base model, 3.6L V6 engine, complete with all manufacturer's standard equipment. Line Item 66	N/A	$19,991.00
Cowboy Dodge	Dodge RAM Tradesman 1500 (DS1L61) Full Size Pickup. ST Base model, 1/2 ton, regular cab, 4x2, 3.6L V6, automatic, short bed, complete with all manufacturer's standard equipment. Line Item 58	N/A	$19,291.00
Cowboy Dodge	Dodge Grand Caravan (RTKH53) Passenger Van. SE Base model, 3.6L V6 automatic, rear A/C, complete with all manufacturer's standard equipment. Line Item 52	N/A	$19,991.00

Extended Product Information

Reference Number: 430-13

Part Number: Passenger Van

Unit Measure: EA

Full Description: Dodge Grand Caravan (RTKH53) Passenger Van. SE Base model, 3.6L V6 automatic, rear A/C, complet manufacturer's standard equipment. Line Item 52

Cowboy Dodge	Dodge Charger Pursuit-Police Package (LDDE48). Base model, 3.6L V6, complete with all manufacturer's standard equipment. Line Item 50	N/A	$21,191.00
Cowboy Dodge	Dodge RAM C/V Cargo Van (RTKE53). Base model, 3.6L V6 engine, complete with all manufacturer's standard equipment. Line Item 53	N/A	$19,619.00

Showing 1 to 5 of 5 entries (filtered from 23 total entries)

First | Previous | 1 | Next | Last

Contact us 800-695-2919

COWBOY CHRYSLER DODGE JEEP
1305 HIGHWAY 96 BYP
SILSBEE, TX 776566291

Configuration Preview

Date Printed:	2015-05-12 12:15 PM	**VIN:**		**Quantity:**	1
Estimated Ship Date:		**VON:**		**Status:**	BA - Pending order
				FAN 1:	0086A Buy Board
				FAN 2:	
				Client Code:	
				Bid Number:	TB5199
				PO Number:	

Sold to:
COWBOY CHRYSLER DODGE JEEP (45369)
1305 HIGHWAY 96 BYP
SILSBEE, TX 776566291

Ship to:
COWBOY CHRYSLER DODGE JEEP (45369)
1305 HIGHWAY 96 BYP
SILSBEE, TX 776566291

Vehicle: **2015 GRAND CARAVAN AVP/SE (RTKH53)**

	Sales Code	Description	MSRP(USD)
Model:	RTKH53	GRAND CARAVAN AVP/SE	20,895
Package:	29E	Customer Preferred Package 29E	2,900
	ERB	3.6L V6 24V VVT Engine	0
	DG2	6-Speed Automatic 62TE Transmission	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*H7	Cloth Low-Back Bucket Seats	0
	-X1	Black/Lt Graystone	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Marketing Advertising Fund	0
	TBT	Compact Spare Tire	295
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	163	Zone 63-Dallas	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB5199	Government Incentives	0
Discounts:	YGE	5 Additional Gallons of Gas	0
Destination Fees:			995
		Total Price:	25,085

Order Type:	Fleet	**PSP Month/Week:**	
Scheduling Priority:	1-Sold Order	**Build Priority:**	99
Customer Name:			
Customer Address:			
	USA		
Instructions:			

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

BuyBoard Cooperative Purchasing

Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand and Model	Options
48	Dodge Avenger (JSDH41)	Mid Size Sedan	**Dodge Avenger (JSDH41) Mid Size Sedan** -- Base model, 4-door, 2.4L I4, complete with all manufacturer's standard equipment	$ 15,715.00		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
49	Dodge Charger (LDDM48)	Sedan	**Dodge Charger (LDDM48) Sedan** -- Base model, 3.6L V6, 5 speed Automatic, complete with all manufacturer's standard equipment	$ 21,721.00		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
50	Dodge Charger Pursuit-Police Package (LDDE48)	Pursuit-Police Package	**Dodge Charger (LDDE48) Pursuit Police Package** -- Base model, 3.6L V6, complete with all manufactuer's standard eqiipment	$ 21,191.00		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
51	Dodge Challenger (LCDH22)	Compact Car	**Dodge Challenger (LCDH22) Compact Car** -- Base model complete with all manufactuer's standard eqiipment	$ 23,332.00		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
52	Dodge Grand Caravan (RTKH53)	Passenger Van	**Dodge Grand Caravan (RTKH53) Passenger Van** -- SE Base model, 3.6L V6 automatic, rear A/C, complete with all manufacturer's standard equipment	$ 19,991.00		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
53	Dodge RAM C/V Cargo Van (RTKE53)	Cargo Van	**Dodge RAM C/V (RTKE53) Cargo Van** -- Base model, 3.6L V6 engine, complete with all manufacturer's standard equipment	$ 19,619.00		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. *All columns must be completed or response will not be considered.

Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand and Model	Options
OPTIONAL EQUIPMENT - The majority of optional equipment is not listed since options will be selected at time of order. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT MUST BE SUBMITTED WITH BID FOR BID TO BE CONSIDERED!!				**Discount (%)**		
69	Options	Discount (%) Off Optional Equipment	Discount (%) Off for all Optional Equipment	6 %		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
70	Program Vehicles	Discount (%) Off Program Vehicles (Lease and/or Pre-Owned)	Discount (%) Off for all Program Vehicles (Lease and/or Pre-Owned)	3 %		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
71	Third Party (not OEM) Options	Discount (%) Off Third Party (not OEM Options)	Discount (%) Off Third Party (not OEM Options)	10 %		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
72	Parts	Discount (%) Off Parts	Discount (%) Off Parts	3 %		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
73	Extended Warranty	Discount (%) Off Extended Service Maintenance Agreements	Discount (%) Off Extended Service Maintenance Agreements	10 %		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. *All columns must be completed or response will not be considered.

BuyBoard Cooperative Purchasing

Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand and Model	Options
DELIVERY FEES AND LABOR RATE FOR REPAIR/SERVICE OF VEHICLES						
74	Repair Labor	Hourly Labor Rate for: **Repair/Service of Vehicle**	**Hourly Labor Rate for Repair/Service of Vehicle --** State the hourly labor rate for repair/service of Vehicle	$ 70.00		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
75	Delivery Fees	Per Mile Delivery Fee for Vehicles	**Per Mile Delivery Fee for Vehicles --** State the per mile delivery fee for Vehicles	$ 1.75 /mile		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. *All columns must be completed or response will not be considered.

P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

November 6, 2014

Sent via email to: bswan.cowboyfleet@gmail.com

Robert Swan
Cowboy Dodge
1305 Hwy 96 BYP
Silsbee TX 77656

Re: Vehicles, Heavy Duty Trucks, & Options
BuyBoard Contract 430-13

The Local Government Purchasing Cooperative (BuyBoard) awarded your company Vehicles, Heavy Duty Trucks, & Options, Proposal 430-13, effective December 1, 2014 through November 30, 2014, with two possible one-year renewals.

At this time, we are renewing your contract through November 30, 2015. All discounts, terms, and conditions of your proposal contract will remain the same.

If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me immediately via email at connie.burkett@tasb.org.

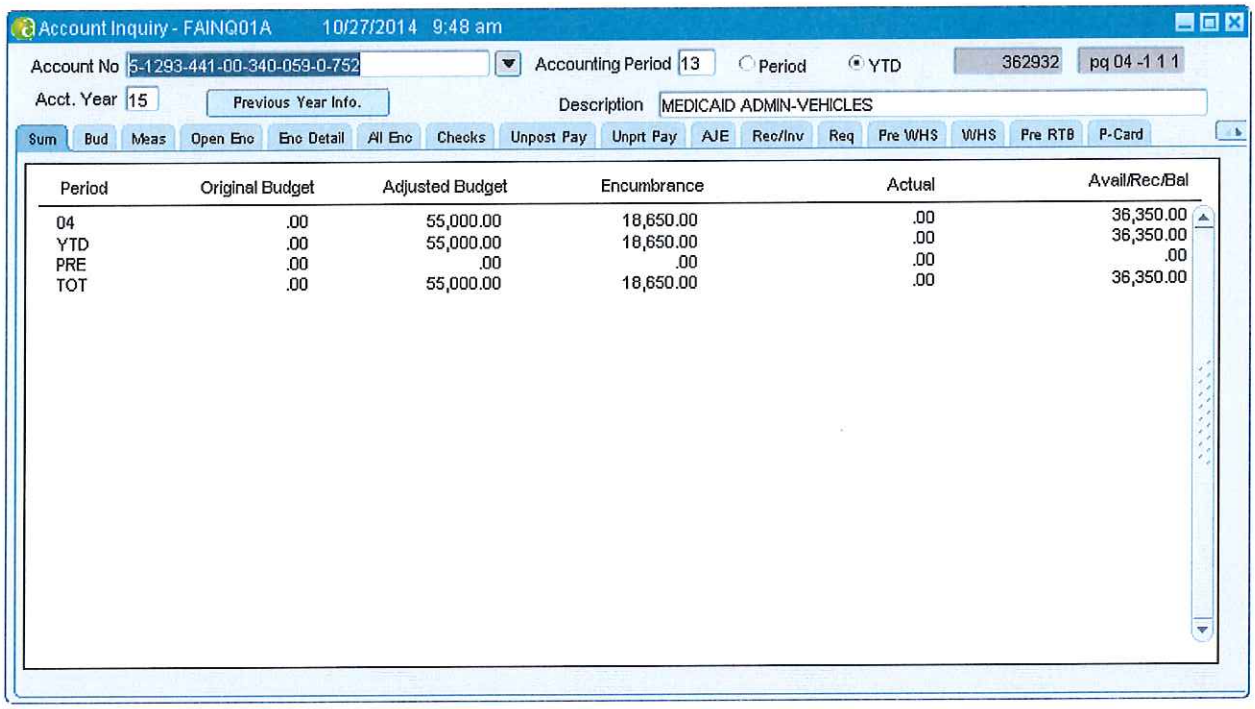
Reminder, once a BuyBoard contract is awarded, vendors must generate a minimum of $15,000 annually or they may not be offered a contract renewal. Evaluations will be made annually, prior to the expiration date of the contract term, and the BuyBoard reserves the right to discontinue the vendor's contract at that time.

If you have questions or comments concerning this renewal, please contact me as soon as possible at connie.burkett@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Connie W Burkett

Connie W Burkett
Contract Administrator


Account Inquiry - FAINQ01A 10/27/2014 9:48 am
Account No 5-1293-441-00-340-059-0-752
Accounting Period 13
Period
YTD
362932
pg 04 -1 1 1
Acct. Year 15
Previous Year Info.
Description MEDICAID ADMIN-VEHICLES
Sum
Bud
Meas
Open Enc
Enc Detail
All Enc
Checks
Unpost Pay
Unprt Pay
AJE
Rec/Inv
Req
Pre WHS
WHS
Pre RTB
P-Card
Period Original Budget Adjusted Budget Encumbrance Actual Avail/Rec/Bal
04 .00 55,000.00 18,650.00 .00 36,350.00
YTD .00 55,000.00 18,650.00 .00 36,350.00
PRE .00 .00 .00 .00 .00
TOT .00 55,000.00 18,650.00 .00 36,350.00

Zimbra **oscar.garza@co.hidalgo.tx.us**

Vehicle Order

From : Josie Escalante <josie.escalante@hchd.org> Tue, May 12, 2015 09:58 AM
Subject : Vehicle Order
To : Oscar Garza <oscar.garza@co.hidalgo.tx.us>

Good morning Oscar,

Please proceed in obtaining the appropriator approval to order the Dodge
Grand Caravan, please use account #5-1293-441-00-340-059-0-752.
(Requisition 276963) $ 36,350.00

--
Josie Escalante
Executive Assistant
Hidalgo County Health & Human Services
1304 S. 25th Ave
Edinburg, TX 78542
P (956)383-8858
F (956)383-3229
josie.escalante@hchd.org

CONFIDENTIALITY NOTICE: This email and any files transmitted with it may contain Protected Health Information under the Federal Health Insurance Portability and Accountability Act (HIPAA). If the receiver of this email is a Covered Entity under the regulations, you are obligated to treat this information accordingly. If this email was sent to you in error, you are prohibited from utilizing or disseminating this email or any attachments. Please immediately delete it from your computer system and notify the sender of their error.

SAM Search Results
List of records matching your search for :
Functional Area: Entity Management
Record Status: Active
DUNS Number: 016460050

ENTITY	COWBOY MOTOR CO LC	Status:Active
DUNS: 016460050	+4:	CAGE Code: 7AAA5 DoDAAC:
Expiration Date: Dec 30, 2015	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 1305 HGWY 96 City: SILSBEE ZIP Code: 77656	State/Province: TEXAS Country: UNITED STATES	

REVIEWED
By Oscar Garza at 9:25 am, May 14, 2015

MAIN MENU

BID LOG DATA ENTRY FORM

Bid No. 2015193

Buyer OGG

Project Type BUY-BOARD (TASB)

BID PROCESS STATUS: OPEN

Bid Description
Purchase of (1) New or Newer 2015 Dodge Grand Caravan

9:13:39.67 AM

Department
HEALTH DEPARTMENT

No. Assigned Date: 5/13/2015

Ad Date1	Ad Date2	Ad Date3	Pre Project Conf.	Bid Opening Date

CC Action Date	Type of CC Action	Awarded Vendor 1

Current Project Status
05/13/15 09:13:18 AMog; PENDING CC APPROVAL ON 5/19/15

DATE OF LAST UPDATE: 5/13/2015

AI-49693 **Purchasing Department** **24. F. 2.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval and acceptance of Memoruandum of Understanding between Health & Human Services and South Texas College (STC), to provide Excel training services to personnel.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1293-441-00-340-005-0-584

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

BUDGETARY IMPACT:

Amount available for requisition# 276701 as of 5-14-15 $1,656.00 for South Texas College.

Attachments

MOU

Legal Review

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/15/2015 08:11 AM
Budget & Management	Veronica Ortiz	05/15/2015 08:24 AM
Auditor's Office	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Rocio Villarreal		Started On: 05/14/2015 02:18 PM
Final Approval Date: 05/15/2015		

MOU-2015-034

SOUTH TEXAS COLLEGE

MEMORANDUM OF UNDERSTANDING

TO: Mike Escaname, Budget Manager
Hidalgo County Health & Human Services Dept.
1304 S. 25th St.
Edinburg, TX 78539
Phone: (956) 292-7000 ext. 7210

FROM: Juan Carlos Aguirre, Associate Dean
Olivia de la Rosa, Program Developer and Manager
3700 W. Military Hwy
McAllen, TX 78503
Phone: (956) 872-6150
Fax: (956) 872-6735

CC: Shirley A. Reed, M.B.A., Ed.D., President

DATE: May 12, 2015

South Texas College will provide 8 hours of Excel training to Hidalgo County Health & Human Services Dept. participants.

Program Title: Beginning/Intermediate Excel

Course #: ITSW 1046

Program Length: 8 hours

Dates: June 19 and 26, 2015

Location: Hidalgo County Health & Human Services Dept.

Participants: minimum of 24 (12 per group); expected 30 (15 per group); max of 40 (20 per group)

Group	Date	Day	Time	Hours	Tuition per Student	Expected No. of Students per Group	
1	June 19, 2015	Friday	8 am – 5 pm	8	$48	15	$ 720
2	June 26, 2015	Friday	8 am – 5 pm	8	$48	15	$ 720
						SUB-TOTAL	**$1,440**
						PROCESSING FEE (15% of tuition)	**$ 216**
						GRAND TOTAL	**$1,656**

Juan Carlos Aguirre, Associate Dean

Shirley A. Reed, M.B.A., Ed .D, President

The minimum cost per group for up to 12 students is $662.40. Hidalgo County Health & Human Services Dept. shall adjust tuition cost per student if a student is terminated from the program. The minimum cost per group for 12 or fewer students shall remain at $662.40 as the "Recovery of Cost" in order for STC to complete training for all the remaining students.

Additional students will be charged at the rate of $55.20 per student.

Failure to make payment in full within 90 days may result in the account being sent to collections. Hidalgo County Health & Human Services Dept. understands that the College may place for collection any delinquent or defaulted monies owed South Texas College. Hidalgo County Health & Human Services Dept. understands that Hidalgo County Health & Human Services Dept. is responsible for any costs of collection associated with the collection of any monies due the College. These costs may include collection costs, attorney fees, late fees, interest and/or court costs that may be assessed in the pursuit of monies owed South Texas College to the extent permitted under the Constitution and laws of the State of Texas.

List of Students/Participants (see attachment):

Authorized Representative's Signature | Date

Name/Title of Person Responsible for Representative's Account | Tax ID No.

Billing Address | Telephone

City, State, ZIP | Fax

Type of Funding: Federal _____ CFDA _____; State: _____; Local _____; Private: ____

From: Mike Escaname [mike.escaname@hchd.org]
Sent: Friday, May 08, 2015 10:57 AM
To: Olivia D. De La Rosa
Cc: martha.salazar@co.hidalgo.tx.us; eddie.olivarez@hchd.org
Subject: Request for Revision on MOU / Hidalgo County Excel Training

Hello Ms. De La Rosa:

Our legal counsel has reviewed the MOU and has one concern that can be resolved by including a statement.

Please see the concern below: Basically, it involves adding the statement to the last sentence regarding the collection of fees "*to the extent permitted under the Constitution and laws of the State of Texas*".

Please advise if you can arrange to have this revision made to the MOU. If so, we'd appreciate if you can forward to us the revised version of the MOU so that we can proceed accordingly.

Regards,

Mike Escaname
Budget Manager
Hidalgo County Health & Human Services Dept.
1304 S. 25th St.
Edinburg, TX 78539
Direct # (956) 292-7000 ext. 7210
Main # (956) 383-6221

****

Marty/Mike,

I have reviewed the attached MOU with STC and have one concern regarding the last paragraph as it requires the County to assume costs incurred for collection, including collection costs, attorneys fees, late fees, interest and court costs. For that reason, I would suggest including the standard language we use in all similar agreements…."to the extent permitted under the Constitution and laws of the State of Texas." Otherwise, I

approve as to the form of the agreement.

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

---

image004.png
20 KB

AI-49402 **Purchasing Department** **24. G. 1.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Daniel Flores, FACILITIES MANAGEMENT

Department: FACILITIES MANAGEMENT

Information

CAPTION

CONSTABLE PRECINCT ONE:

Acceptance and approval of payment of Invoice Nine (final payment) in the amount of $2,340.95 as submitted by Alcocer Garcia Associates, Inc. for the provision of architectural services in connection to Contract #10-320-02-08 amid PO#660264-Construction of a New Constable Building-Precinct One with authority for County Treasurer to issue payment after County Auditor's Office review and processing procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015 ACCT. #: 1342-421-00-220-042-0-720

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

BUDGETARY IMPACT:

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Funds available as of 05/06/15: $2340.95

Attachments

Invoice Nine (Final)

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/07/2015 08:49 AM
Budget & Management	Veronica Ortiz	05/07/2015 09:22 AM
Glinda Pacheco	Glinda Pacheco	05/11/2015 01:37 PM
Auditor's Office	Monica Badillo	05/15/2015 05:34 PM
Form Started By: vgarcia		Started On: 04/21/2015 04:05 PM

Final Approval Date: 05/15/2015

INVOICE FOR ARCHITECTURAL AND ENGINEERING SERVICES

BASED ON THIRD AMENDMENT TO A/E CONTRACT AS FINAL CHARGEABLE AMOUNT FOR BASIC SERVICES UNDER THE A/E CONTRACT. IF REQUESTED BY OWNER, ADDITIONAL SERVICES TO BE CHARGED SEPARATELY

RECEIVED
MAY 06 2015
Facilities Management

INVOICE NO: **NINE (final for Basic Services)**

TO OWNER: COUNTY OF HIDALGO, TEXAS
c/o Hidalgo County Purchasing Department
EDINBURG, TX 78539

PROJECT : PRECINCT NO. 1 CONSTABLE'S OFFICE BUILDING
FROM: ALCÓCER GARCIA ASSOCIATES, INC. (EIN: 264262500)
1333 EAST JASMINE AVENUE, McALLEN, TEXAS 78501 P.O. 660264

Basic A/E Services fee amount = 7.25 % of Construction Cost of $ 800,128.19 as per Third Amendment to A/E Contract
(7.25% x $ 800,128.19 = $ 58,009.29)

SCOPE OF SERVICES	FEE AMOUNTS	% COMPLETED TO DATE	TOTAL COMPLETED	LESS PREV. PAYMENTS	AMOUNT DUE THIS REQUEST
Schematic Design Phase 10%	$5,800.93	100%	$5,800.93	$5,594.81	$206.12
Design Development Phase 10%	$5,800.93	100%	$5,800.93	$5,594.81	$206.12
Construction Documents Phase 50%	$29,004.65	100%	$29,004.65	$27,974.05	$1,030.60
Bidding/Negotiation Phase 5%	$2,900.46	100%	$2,900.46	$2,797.40	$103.06
Construction Phase 25%	$14,502.32	100%	$14,502.32	$13,707.27	$795.05
TOTALS	$58,009.29		$58,009.29	$55,668.34	$2,340.95

I certify that the above is true and correct to the best of my knowledge.

George A Garcia 5 - 5 -15
Date
George A. Garcia, V.P.

By:_____
Date

By:_____
County of Hidalgo, Texas Date

AI-49696 **Purchasing Department** **24. H. 1.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Mary Garcia, TAX OFFICE **Submitted By:** Oscar Garza, PURCHASING DEPT.

Department: TAX OFFICE

Information

CAPTION

Requesting authorization and approval to purchase One **(1) New 2016 Ford Expedition XL** through the County's membership/participation with BuyBoard's awarded vendor, Caldwell Country Chevrolet/Ford (Contract #430-13) in the amount of **$31,695.00** which includes delivery and a one time administration fee of $400.00. (Project #2015-194-OGG)

BACKGROUND

Funding for proposed purchase has been appropriated under acct #5-1304-415-15-140-006-0-752 as per Mr. Rey Salazar, Director, Strategic Planning DBM.

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1304-415-15-140-006-0-752

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

Funding for proposed project under acct. #5-1304-415-15-140-006-0-752, were appropriated under the Tax Note 2014 funds.
Req# 00277071

Attachments

BB-PV

Form Review

Inbox	Reviewed By	Date
Purchasing Department		05/14/2015 03:53 PM
Budget & Management	Veronica Ortiz	05/14/2015 04:07 PM
Glinda Pacheco	Glinda Pacheco	05/15/2015 01:59 PM
Auditor's Office	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Oscar Garza		Started On: 05/14/2015 02:41 PM
Final Approval Date: 05/15/2015		

TAX OFFICE

(1) NEW 2016 FORD EXPEDITION-XL

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Back

Search:

All
Vendor Discounts Only
Catalog Pricing Only

Refine Your Search:

Vendors
Caldwell Country Ford[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Vendor Name:	Caldwell Country Ford
Address:	PO Box 27 Caldwell, TX 77836
Phone Number:	(254) 773-8824
Email:	mwiley@caldwellcountry.com
Federal ID:	27-3037856
Contact:	Michael Wiley
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Vehicles, Heavy Duty Trucks & Options
Contract#:	430-13
Effective Date:	12/01/2013
Expiration Date:	11/30/2016
Service Fee:	Purchase order subject to a $400 service fee
Payment Terms:	Net 30 days
Delivery Days:	120
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Additional Info:	NOTE: As per the specifications for BuyBoard Proposal No. 430-13, and except for deliver fees as explained below, all vehicle fees (i.e. pre- deliver inspection, make ready, State of Texas inspection, manufacturer destination fees, etc.) charged for any purchase from this contract are included in the awarded vehicle base price(s). Vehicle fees not included in the price(s) are not allowed and should not appear on the awarded dealer's quote for a vehicle offered for purchase under the contract. The Cooperative service fee is not a "vehicle fee" a is not included in the base pricing. Only those vendors whose awarded pricing is stated on BuyBoard on a per mile basis may charge a vehicle delivery fee. The above information ha been communicated to Cooperative members.
Quote Reference Number:	430-13
Return Policy:	Negotiable

REVIEWED
By Oscar Garza at 3:26 pm, May 13, 2015

FINAL

APPROVED
By Rudy Salinas at 2:32 pm, May 14, 2015

Contract Documents

Proposal Documents:	Click to view BuyBoard Proposal Documents
Regulatory Notice:	Click to view Bonding Regulatory Notice

Contact us 800-695-2919

ACCT # 5-1304-415-15-140-006-0-752

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Search Results

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Refine Your Search:

Vendors
Caldwell Country Ford[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Show 25 results

Narrow Results: 29,

Vendor	Description	Pricing Sheet	Price
Caldwell Country Ford	Ford Expedition XL Extended Length (K1F-100A) Sport Utility. Expedition XL Extended length trim package, 3.5L Ecoboost V6 engine, complete with all manufacturer's standard equipment. Line Item 106	N/A	$29,464.00

Extended Product Information

Reference Number: 430-13

Part Number: Expedition

Unit Measure: EA

Full Description: Ford Expedition XL Extended Length (K1F-100A) Sport Utility. Expedition XL Extended length trim packa V6 engine, complete with all manufacturer's standard equipment. Line Item 106

Showing 1 to 1 of 1 entries (filtered from 20 total entries)

First | Previous | 1 | Next | Last

Contact us 800-695-2919

CALDWELL COUNTRY FORD - CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD BID 430-13

End User: HIDALGO COUNTY-TAX OFFICE
Contact: OSCAR GARZA
Phone/email: 956-318-2626 / oscarg.garza@co.hidalgo.tx.us
Product Description: FORD EXPEDITION

Caldwell Rep: MICHAEL WILEY
Phone/fax: 254-773-8824 / 254-773-8808
Date: Wednesday, May 13, 2015
email: mwiley@caldwellcountry.com

A. Bid Series: 106 **A. Base Price:** $ 29,464.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
U1F	2016 STANDARD LENGTH XL	INCL	875	3RD ROW SEAT	$ 831.00
	3.5L ECOBOOST V6	INCL			
	6-SPD AUTOMATIC	INCL			
	AM/FM RADIO	INCL			
	POWER WINDOWS AND LOCKS	INCL			
	CLOTH SEATS	INCL			
	5 PASSENGER	INCL			
	FRONT AND REAR A/C	INCL			
	FRONT CENTER FLOOR CONSOLE	INCL			
	CARPET FLOORS	INCL			
	CRUISE CONTROL	INCL			
				Total of B. Published Options:	$ 831.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 0.0 %

Options	Bid Price	Options	Bid Price
PRICE GOOD THROUGH 8/15/15			
		ESTIMATED 90-120 DAYS	DELIVERY
		WHITE	COLOR
		Total of C. Unpublished Options:	$ -

D. Pre-delivery Inspection: $ -

E. Texas State Inspection: $ -

F. Manufacturer Destination/Delivery:

G. Floor Plan Interest (for in-stock and/or equipped vehicles): $ -

H Lot Insurance (for in-stock and/or equipped vehicles): $ -

I. Contract Price Adjustment: $ -

J. Additional Delivery Charge: 354 miles $ 1,000.00

K. Subtotal: $ 31,295.00

L. Quantity Ordered 1 x K = $ 31,295.00

M. Trade in:

N. BUYBOARD FEE PER PURCHASE ORDER $ 400.00

O. TOTAL PURCHASE PRICE WITH BUYBOARD FEE $ 31,695.00

Prepared By:
administrator
Caldwell Country
PO Box 27
Caldwell, TX 77836
Email: mwiley@caldwellcountry.com

2015 Fleet/Non-Retail Ford Expedition 2WD 4dr XL U1F

WINDOW STICKER

2015 Ford Expedition 2WD 4dr XL	Interior: - Ebony
3.5 L/213 CID Twin Turbo Regular Unleaded V-6	Exterior 1: - Oxford White
* 6-Speed Automatic w/OD	Exterior 2: - No color has been selected.

CODE	MODEL	MSRP
U1F	2015 Ford Expedition 2WD 4dr XL	$40,285.00
	OPTIONS	
99T	ENGINE: 3.5L V6 ECOBOOST	$0.00
446	TRANSMISSION: 6-SPEED AUTOMATIC W/SELECTSHIFT	$0.00
100B	EQUIPMENT GROUP 100B	$0.00
X10	3.15 AXLE RATIO	$0.00
Z1	OXFORD WHITE	$0.00
___	STANDARD PAINT	$0.00
CH	EBONY, CLOTH FRONT BUCKET SEATS	$0.00
875	3RD ROW 60/40 CLOTH MANUAL BENCH SEAT	$875.00
	SUBTOTAL	**$41,160.00**
	Advert/Adjustments	$0.00
	Destination Charge	$1,195.00
	TOTAL PRICE	**$42,355.00**

Est City: 16.00 mpg
Est Highway: 22.00 mpg
Est Highway Cruising Range: 616.00 mi

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 385.0, Data updated 5/5/2015
©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.
Customer File:

Zimbra **oscar.garza@co.hidalgo.tx.us**

Tax Office Vehicle Funding Request

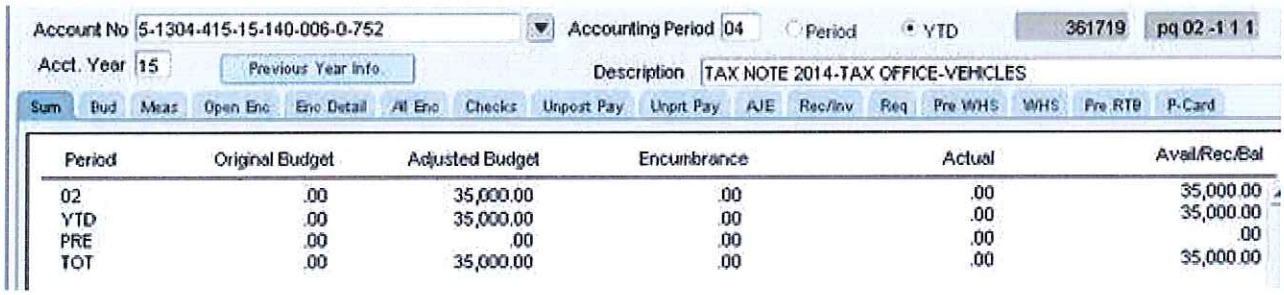
From : Rey Salazar <rey.salazar@co.hidalgo.tx.us> Thu, Apr 23, 2015 08:50 AM
Subject : Tax Office Vehicle Funding Request 2 attachments
To : Eva Mireles <eva.mireles@hidalgocountytax.org>
Cc : Dina Trevino <dina.trevino@co.hidalgo.tx.us>,
Sergio Cruz <sergio.cruz@co.hidalgo.tx.us>,
Rolando Garcia <rolando.garcia@co.hidalgo.tx.us>

GM Ms. Mireles,

A few months ago, Commissioner Court authorized the issuance of debt for the initiation of the Vehicle Replacement Program. We noticed that the Tax Office has not used funding yet and are sending departmental reminders.

This debt issuance was to done in order to replace old vehicles in our fleet that require extensive maintenance. Based on our previously submitted correspondence, court action and budget constraints, your department qualified and was appropriated $35,000 for this pupose. These monies must be used for the replacement of vehicles you previously indicated to us. Once the vehicle is delivered, we will be coordinating with the Fixed Asset Division for the surplus of the vehicles you will be replacing.

Attached below please find the account number and funds that were transferred to you budget. In order to expedite this matter, we are respectfully requesting that you please contact Mr. Oscar Garza @ x 4857 at Purchasing to assist you the requisition process.



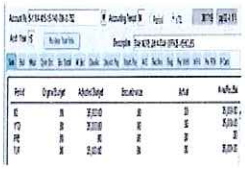
Account No 5-1304-415-15-140-006-0-752 Accounting Period 04 Period YTD 361719 pg 02 -1 1 1
Acct. Year 15 Previous Year Info Description TAX NOTE 2014-TAX OFFICE-VEHICLES
Sum Bud Mcas Open Enc Enc Detail All Enc Checks Unpost Pay Unprt Pay AJE Rec/Inv Req Pre WHS WHS Pre RTB P-Card

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
02	.00	35,000.00	.00	.00	35,000.00
YTD	.00	35,000.00	.00	.00	35,000.00
PRE	.00	.00	.00	.00	.00
TOT	.00	35,000.00	.00	.00	35,000.00

Thank you and please contact me if you have any questions. Thanks.

Rey Salazar
Director, Strategic Planning Division
Department of Budget and Management
2818 S. Business Hwy. 281
Edinburg, Tx. 78541
(956) 292-7025 Phone

(956) 292-7035 Fax



1429794906526
44 KB

Fleet MemoRS(Tax).pdf
279 KB

BuyBoard Cooperative Purchasing

Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand and Model	Options
103	Ford Expedition Special Services Package (U1F-102A)	Law Enforcement Sport Utility, Full Size	**Expedition SSV Utility (U1F-102A)** -- 5.4L V8 engine, complete with all manufacturer's standard equipment	$23,547.00	2014 EXPEDITION SSV UTILITY	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
104	Ford Explorer (K7B)	Sport Utility	**Explorer Base Sport Utility (K7B)** -- Explorer base package; 3.5L V6 engine, complete with all manufacturer's standard equipment	$21,998.00	2014 EXPLORER SUV BASE FWD	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
105	Ford Expedition XL (U1F-100A)	Sport Utility	**Expedition XL Sport Utility (U1F-100A)** -- Expedition XL Trim Package, 5.4L V8 engine, complete with all manufacturer's standard equipment	$25,304.00	2014 EXPEDITION XL SUV	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
106	Ford Expedition XL Extended Length (K1F-100A)	Sport Utility, Extended Length	**Expedition EL Sport Utility (K1F-100A)** -- Expedition XL Extended length trim package, 5.4L V8 engine, complete with all manufacturer's standard equipment	$28,519.00	2014 EXPEDITION EL XL	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. *All columns must be completed or response will not be considered.

BuyBoard Cooperative Purchasing

Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand and Model	Options
OPTIONAL EQUIPMENT- The majority of optional equipment is not listed since options will be selected at time of order. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!!				Discount (%)		
131	Options	Discount (%) Off Optional Equipment	Discount (%) Off for all Optional Equipment	5 %	✓	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
132	Program Vehicles	Discount (%) Off Program Vehicles (Lease and/or Pre-Owned)	Discount (%) Off for all Program Vehicles (Lease and/or Pre-Owned)	5 %		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
133	Third Party (not OEM) Options	Discount (%) Off Third Party (not OEM) Options	Discount (%) Off Third Party (not OEM) Options	5 %		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
134	Parts	Discount (%) Off Parts	Discount (%) Off Parts	5 %		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
135	Extended Warranty	Discount (%) Off Extended Service Maintenance Agreements	Discount (%) Off Extended Service Maintenance Agreements	0 %		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. *All columns must be completed or response will not be considered.

BuyBoard Cooperative Purchasing

Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand and Model	Options
DELIVERY FEES AND LABOR RATE FOR REPAIR/SERVICE OF VEHICLES						
136	Repair Labor	Hourly Labor Rate for: **Repair/Service of Vehicle**	**Hourly Labor Rate for Repair/Service of Vehicle** -- State the hourly labor rate for repair/service of Vehicle	$96.00		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
137	Delivery Fees	Per Mile Delivery Fee for Vehicles	**Per Mile Delivery Fee for Vehicles** -- State the per mile delivery fee for Vehicles	$2.85/MILE	✓	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. *All columns must be completed or response will not be considered.

SAM Search Results
List of records matching your search for :
Functional Area: Entity Management
Record Status: Active
DUNS Number: 003984249

ENTITY	Caldwell Automotive Partners, LLC	Status:Active
DUNS: 003984249	+4:	CAGE Code: 6X8E1 DoDAAC:
Expiration Date: Apr 7, 2016	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 800 State Highway 21 E City: Caldwell ZIP Code: 77836-4512		State/Province: TEXAS Country: UNITED STATES

REVIEWED
By Oscar Garza at 3:44 pm, May 13, 2015

AI-49593 **Purchasing Department** **24. I. 1.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Irma Castillo, PLANNING DEPT.

Submitted By: Oscar Garza, PURCHASING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

Requesting authorization and approval to purchase Five (5) New or Newer 2015 Ford F-150 Supercab PU 4x2 through the County's membership/participation with Houston Galveston Area Council awarded vendor, Silsbee Ford Inc. (Contract #VE11-13) in the amount of $96,201.90 which includes delivery and a one time H-GAC fee of $600.00. (Project #2015-191-OGG)

BACKGROUND

Funding for proposed vehicles are through the Vehicle Replacement program. Asset#/Vehicles replaced are: #41256, 41255, 31131, 37738, 41257

Fiscal Impact

FISCAL YEAR: 2015 **ACCT. #:** 5-1304-419-10-210-004-0-752

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

Acct #5-1304-419-10-210-004-0-752 has been appropriated by B&O from 2014 Tax Note funds.

Attachments

BM

PV-backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	05/13/2015 04:36 PM
Budget & Management	Veronica Ortiz	05/14/2015 08:15 AM
Auditor's Office	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Oscar Garza		Started On: 05/07/2015 04:40 PM
Final Approval Date: 05/15/2015		

Zimbra **oscar.garza@co.hidalgo.tx.us**

Re: Vehicle Replacements-Planning Dept.

From : Rolando Garcia <rolando.garcia@co.hidalgo.tx.us> Fri, Apr 24, 2015 09:11 AM
Subject : Re: Vehicle Replacements-Planning Dept.
To : tj arredondo <tj.arredondo@hchd.org>
Cc : Rey Salazar <rey.salazar@co.hidalgo.tx.us>, Irma Castillo <irma.castillo@hchd.org>, oscar garza <oscar.garza@co.hidalgo.tx.us>

GM Mr. Arredondo,

Commissioner Court authorized the issuance of debt for the initiation of the Vehicle Replacement Program.

This debt issuance was to done in order to replace old vehicles in our fleet that require extensive maintenance. Based on our previously submitted correspondence, court action and budget constraints, your department qualified and was appropriated $96,000 for this purpose. The purchases with options and accessories cannot surpass the budgeted amount. These monies must be used for **the replacement of (4) vehicles** in replacement rank as provided by your department.

This is the rank in order of replacement:
Asset#41255 2003 Ford
Asset#31131 1997 Ford
Asset#37738 2002 Focus
Asset#34533 2000 Silverado

If you feel that the rank should be adjusted please contact our office to discuss.

Attached below please find the account number and funds that were transferred to you budget. In order to expedite this matter, we are respectfully requesting that you please contact Mr. Oscar Garza @ x 4857 at Purchasing to assist you the requisition process. Once the vehicle is delivered, we will be coordinating with the **Fixed Asset Division for the surplus of the vehicles you will be replacing.** And as per our conversation, the wrecked vehicle will need to be surplus-ed.

5-1304-419-10-210-004-0-752 TAX NOTE 2014 - PLANNING - VEHICLES $96,000.00

Regards,

Rolando Garcia Jr.

Planning Analyst III
Hidalgo County
2818 S. Bus. Hwy 281
Edinburg, Texas
956-292-7025 (ext. 5413)
956-292-7035 fax

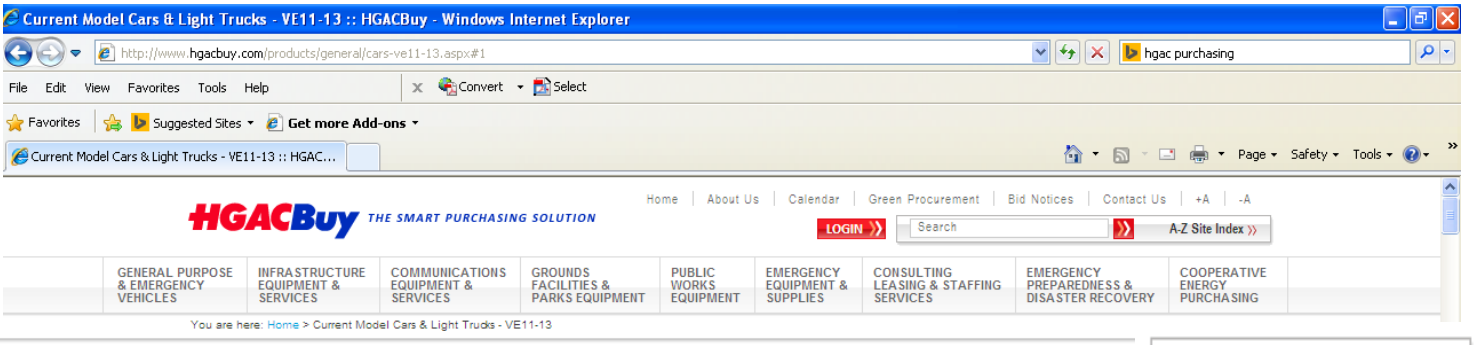
From: "Irma Castillo" <irma.castillo@hchd.org>
To: "rolando garcia" <rolando.garcia@co.hidalgo.tx.us>
Cc: "Raul Sesin" <Raul.Sesin@co.hidalgo.tx.us>, "tj arredondo" <tj.arredondo@hchd.org>
Sent: Tuesday, January 13, 2015 4:13:16 PM
Subject: Vehicle Replacements-Planning Dept.

Mr. Rolando Garcia, here are forms that you needed to be filled out on the "Vehicle Replacements". If you need further information please do not hesitate to contact me. Thank you :)

Irma Celia Castillo, Admn. Ass't III
Hidalgo County Planning Dept.
1304 S. 25th St.
Edinburg, Texas 78542
(956)318-2840 office phone
(956)318-2844 fax
irma.castillo@hchd.org

HIDALGO COUNTY PLANNING DEPT.

(5) 2015 F-150XL SUPERCAB PU 4X2 V6 FFV



Section Contents

School Buses - BS08-13

Ambulances, EMS and Other Special Service Vehicles - AM10-14

Current Model Cars & Light Trucks - VE11-13

Fire Service Apparatus - FS12-13

Buses - Transit & Shuttle, and Trams

Medium & Heavy Trucks & Truck Bodies

CURRENT MODEL CARS & LIGHT TRUCKS - VE11-13

Contract No.: VE11-13

Effective Date: December 1, 2013 thru November 30, 2015

The table below shows base bid items only. Other configurations, options and accessories are available thru our contract. Please consult the appropriate contractor for a specific, written H-GAC contract price quote.

NOTE: The HGACBuy Order Processing Charge for motor vehicles is a flat $600 per purchase order. The Charge is levied on the End User and collected by the contractor.

- A. Chevrolet
- B. CHRYSLER
- C. DODGE
- D. FORD
- E. FREIGHTLINER (SPRINTER)
- F. GMC
- G. HONDA
- H. JEEP
- J. RAM
- K. TOYOTA
- L. PROGRAM VEHICLES
- M. FLOOR PLAN INTEREST
- M. OPEN LOT INSURANCE

A. Chevrolet

REVIEWED
By Oscar Garza at 1:32 pm, May 07, 2015

FINAL

APPROVED
By Rudy Salinas at 2:05 pm, May 07, 2015

H-GAC CONTACTS

- **Loleta Chappel**
  (P): 713-993-2486
  (F): 713-993-4548
  loleta.chappel@h-gac.com

VENDOR CONTACTS

- **Caldwell Country Chevrolet**
  Adrienne Gattis
  (P): 979-567-6115
  (F): 979-567-0853
  Click here for Email

D. FORD

Contractor: Silsbee Ford

Product Code	Vehicle Category	MFG'S Body Code	Model & Description	Base Price
D19	Pickup	X1C	Ford F150 XL Supercab Pickup, 4x2, V6 FFV gas/E85, Electronic 6-speed Automatic Transmission w/Tow/Haul Mode, 6.5' bed, 6700# GVWR, Complete with all manufacturer's standard equipment	$17,701.00

HGACBuy CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:	VE11-13	Date Prepared:	5/4/2015

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	HIDALGO COUNTY-PLANNING DEPT	Contractor:	SILSBEE FORD
Contact Person:	OSCAR GARZA	Prepared By:	JARROD RUNNELS
Phone:	956-318-2626	Phone:	409-895-3858
Fax:		Fax:	409-895-3884
Email:	oscar.garza@co.hidalgo.tx.us	Email:	fleetsales@outlook.com

Product Code:	D19	Description:	2015 FORD F150 EXTENDED CAB

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: $ 17,701.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
85A POWER WINDOWS AND LOCKS	$ 1,099.80		
EXTERIOR WHITE	INC		
STEEL GRAY VINYL SEATING	INC		
3.5L V6 ENGINE, 6 SPD AUTO			
		Subtotal From Additional Sheet(s):	$ -
		Subtotal B:	$ 1,099.80

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	$ -

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	3	X Subtotal of A + B + C:	$ 18,800.80	=	Subtotal D:	$ 56,402.40

E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	$ 600.00

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
DELIVERY 434 MILES @ $1.75=759.50 x 3	$ 2,278.50		
		Subtotal F:	$ 2,278.50

Delivery Date:	90-120 DAYS ARO	G. Total Purchase Price (D+E+F):	$ 59,280.90

HGACBuy THE SMART PURCHASING SOLUTION

CNGF550 VEHICLE ORDER CONFIRMATION

==> _____ _____

Dealer: F52089

Page: 1 of 1

2015 F-150

Order No: 1111 Priority: D4 Ord FIN: QS093 Order Type: 5B Price Level: 530

Ord PEP: 100A Cust/Flt Name: HIDALGO CO PO Number:

		RETAIL
X1C	F150 4X2 S/C	$29480
	145" WHEELBASE	
YZ	OXFORD WHITE	
A	VINYL 40/20/40	NC
G	GRAY INTERIOR	
100A	EQUIP GRP	
	.XL SERIES	
	.17"SILVER STEEL	
998	3.5LV6 TIVCTFFV	
446	ELEC 6-SPD AUTO	
	.245/70R-17 A/S	
X26	3.73 REG AXLE	NC
	6100# GVWR	
	FRT LICENSE BKT	NC
53A	TRAILER TOW PKG	495
	23 GAL TANK	
85A	POWER EQUIP GRP	1170
	SP DLR ACCT ADJ	
	SP FLT ACCT CR	
	FUEL CHARGE	
B4A	NET INV FLT OPT	NC
	PRICED DORA	NC
	DEST AND DELIV	1195
TOTAL	BASE AND OPTIONS	32340

THIS IS NOT AN INVOICE

F1=Help F2=Return to Order F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT QC025491

fmadealr@Fleet-Dept Mar 17 2015 4:31:03 PM

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	VE11-13	Date Prepared:	5/4/2015

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	HIDALGO COUNTY-PLANNING DEPT.	Contractor:	SILSBEE FORD
Contact Person:	OSCAR GARZA	Prepared By:	JARROD RUNNELS
Phone:	956-318-2626	Phone:	409-895-3858
Fax:		Fax:	409-895-3884
Email:	oscar.garza@co.hidalgo.tx.us	Email:	fleetsales@outlook.com

Product Code:	D19	Description:	2015 FORD F150 EXTENDED CAB

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: $ 17,701.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
MANUAL WINDOWS AND LOCKS	$ -		
EXTERIOR WHITE	INC		
STEEL GRAY VINYL SEATING	INC		
3.5L V6 ENGINE, 6 SPD AUTO			
		Subtotal From Additional Sheet(s):	$ -
		Subtotal B:	$ -

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	$ -

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	2	X Subtotal of A + B + C:	$ 17,701.00	=	Subtotal D:	$ 35,402.00

E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: $ -

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
DELIVERY 434 MILES @ $1.75=759.50 x 2	$ 1,519.00	HGAC FEE INCLUDED IN QUOTE FOR 3 TRUCKS	
		Subtotal F:	$ 1,519.00

Delivery Date:	90-120 DAYS ARO	**G. Total Purchase Price (D+E+F):**	$ 36,921.00

H-GAC 'FORM - E1' - MANUFACTURER OPTION PRICING	
Offeror Name:	**Silsbee Ford, Inc.**
Invitation No.:	**VE11-13, Current Model Car and Light Trucks**
Notes:	**1)** Each bidder must supply its manufacturer entire catalog of OEM products with MSRP pricing. **The catalog must be the most current document in effect at the time of bid submittal date – specifically corresponding with 2013 – 2014 model year.** Provide a descriptive name of the catalog and the dates the catalog will be effective. Price increases will not be allowed for the entire model year that the catalog is in effect.
	2) Indicate below the discount percentage off the stated MSRP pricing will be for the entire catalog.
	3) The complete OEM catalog can be submitted as a "hard copy" if you so choose. However, in any case, an electronic version of the complete catalog must also be submitted with the bid.
	4) Show cost per mile for delivery of vehicles to our members (see Question #5). If your company uses a sliding mileage scale or uses a different method for arriving at this cost, explain in detail below.

[Please answer the 5 questions below]

Question No. 1.	**What is the complete name of the OEM catalog you are submitting with your bid?**
	Answer: 2014 Ford Motor Company Price list, price levels 415-420 as applicable by model code
Question No. 2.	**What are the effective dates of this OEM catalog?**
	Answer: Effective for the 2014 model year. Final balance out dates per model TBD Ford Motor Co.
Question No. 3.	**Does the OEM catalog show MSRP pricing?**
	Answer: Yes
Question No. 4.	**What is the percentage of discount off the MSRP for the entire catalog?**
	Answer: Discount Percentage: ___6___%
Question No. 5.	**Cost per mile for delivery or explain how your company arrives at a delivery cost for delivering vehicles.**
	Answer: Cost Per Mile $___1.75_____ to deliver vehicles. (This is the maximum cost. Often, substantial discounts are available depending on volume. Delivery discounts will be passed on to H-GAC end users.)

SAM Search Results
List of records matching your search for :
Functional Area: Entity Management
Record Status: Active
DUNS Number: 023003473

ENTITY	SILSBEE FORD-LINCOLN-MERCURY INC	Status:Active
DUNS: 023003473	+4:	CAGE Code: 62AM5 DoDAAC:
Expiration Date: Jan 12, 2016	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 1211 US HWY 96 N City: SILSBEE ZIP Code: 77656-7190	State/Province: TEXAS Country: UNITED STATES	

AI-49663 **Closed Session** **25. C.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. CCD-0252-E; The State of Texas v. Hidalgo County, et al (Condemation Hearing Parcel 56)

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/13/2015 03:28 PM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM

Form Started By: Monica Badillo Started On: 05/13/2015 03:06 PM

Final Approval Date: 05/15/2015

AI-49753 **Closed Session** **25. D.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Johnny Partain v. Hidalgo County, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/15/2015 03:33 PM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Monica Badillo		Started On: 05/15/2015 03:28 PM
Final Approval Date: 05/15/2015		

AI-49585 **Closed Session** **25. E.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Arturo Pena

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/06/2015 12:26 PM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Aida Alvarez		Started On: 05/06/2015 11:57 AM
Final Approval Date: 05/15/2015		

AI-49645 **Closed Session** **25. F.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Marlisa Vela

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/12/2015 04:46 PM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Aida Alvarez		Started On: 05/12/2015 03:30 PM
Final Approval Date: 05/15/2015		

AI-49670 **Closed Session** **25. G.**

CC - REGULAR

Meeting Date: 05/19/2015

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	Veronica Ortiz	05/14/2015 08:22 AM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Aida Alvarez		Started On: 05/13/2015 04:53 PM
Final Approval Date: 05/15/2015		

AI-49596 **Closed Session** **25. H.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Santiago Zavala Jr.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/08/2015 09:38 AM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Aida Alvarez		Started On: 05/08/2015 08:49 AM
Final Approval Date: 05/15/2015		

AI-49598 **Closed Session** **25. I.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Deborah Coronado

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/08/2015 09:38 AM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Aida Alvarez		Started On: 05/08/2015 08:51 AM
Final Approval Date: 05/15/2015		

AI-49600 **Closed Session** **25. J.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Elida Castillo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/08/2015 09:38 AM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Aida Alvarez		Started On: 05/08/2015 09:22 AM
Final Approval Date: 05/15/2015		

AI-49664 **Open Session** **27. C.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause No. CCD-0252-E; The State of Texas v. Hidalgo County, et al (Condemation Hearing Parcel 56)

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/13/2015 03:28 PM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM

Form Started By: Monica Badillo Started On: 05/13/2015 03:07 PM

Final Approval Date: 05/15/2015

AI-49754 **Open Session** **27. D.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Johnny Partain v. Hidalgo County, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/15/2015 03:34 PM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Monica Badillo		Started On: 05/15/2015 03:28 PM
Final Approval Date: 05/15/2015		

AI-49586 **Open Session** **27. E.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Arturo Pena

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/06/2015 12:26 PM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Aida Alvarez		Started On: 05/06/2015 11:58 AM
Final Approval Date: 05/15/2015		

AI-49646 **Open Session** **27. F.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Marlisa Vela

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/12/2015 04:46 PM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Aida Alvarez		Started On: 05/12/2015 03:31 PM
Final Approval Date: 05/15/2015		

AI-49671 **Open Session** **27. G.**

CC - REGULAR

Meeting Date: 05/19/2015

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	Veronica Ortiz	05/14/2015 08:22 AM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Aida Alvarez		Started On: 05/13/2015 04:54 PM
Final Approval Date: 05/15/2015		

AI-49597 **Open Session** **27. H.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Santiago Zavala Jr.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/08/2015 09:38 AM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Aida Alvarez		Started On: 05/08/2015 08:50 AM
Final Approval Date: 05/15/2015		

AI-49599 **Open Session** **27. I.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Deborah Coronado

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/08/2015 09:38 AM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Aida Alvarez		Started On: 05/08/2015 08:53 AM
Final Approval Date: 05/15/2015		

AI-49601 **Open Session** **27. J.**

CC - REGULAR

Meeting Date: 05/19/2015

Submitted For: Roy Quintanilha, SAFETY DIVISION

Submitted By: Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Elida Castillo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	05/08/2015 09:38 AM
Purchasing Department	Monica Badillo	05/15/2015 05:34 PM
Form Started By: Aida Alvarez		Started On: 05/08/2015 09:23 AM
Final Approval Date: 05/15/2015		